



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, October 16, 2012

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Michael Martin*

*John W. Donlevy, Jr., City Manager  
John Wallace, City Attorney  
Nanci Mills, City Clerk*

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**6:00 p.m. – Executive Session**

**AGENDA**

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54956.8 – Real Estate Negotiations – Grant Avenue Commercial Project, APN's 003-370-028, 003-370-029, 003-370-030 – Real Property Negotiator City Manager John W. Donlevy Jr.

Pursuant to Government Code Section 54956.8 – Real Estate Negotiations - Downtown Hotel between Railroad Avenue, Abbey Street, First Street and Newt's Expressway, Winters, CA, Real Property Negotiator City Manager John W. Donlevy, Jr.

Pursuant to Government Code Section 54956.9 – Anticipated Litigation - 314 Railroad Avenue, Winters, CA, APN # 003 204 006, Real Property Negotiator City Manager John W. Donlevy, Jr.

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Attorney

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**6:30 p.m. – Regular Meeting**

**AGENDA (pp 1-5)**

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS**

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

**CONSENT CALENDAR**

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 18, 2012 (pp 6-14)
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, October 2, 2012 (pp 15-22)

- C. Approval of Resolution 2012-36, A Resolution of the City Council of the City of Winters Adopting the 2012 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan Update (pp 23-215)
- D. Approve an Exclusive Negotiating Rights Agreement Extension between the City and Presidio Companies in Regards to the Downtown Hotel Project (pp 216-227)
- E. Street Closure Request by Winters District Chamber of Commerce Requesting Approval of a Temporary Street Closure on October 27<sup>th</sup> for the Harvest Festival, Main Street from the Mid-Block Crossing to Railroad Avenue (pp 228-230)
- F. Approve Wastewater Expenditures in the Amount of \$74,105.87 for Ongoing Operations and Repairs (pp 231)
- G. Approve proposal from ZSI, Inc for additional modifications in the design for East Street Headworks (SPS2) Motor Control Centers (MCCs) in the amount not to exceed \$7,500 (pp 232-236)

#### PRESENTATIONS

Animal Services Study – Christine Crawford of LAFCO (pp 237-320)

#### DISCUSSION ITEMS

- 1. Public Hearing to Consider Approval of the Sale of a Parcel of Land on Grant Avenue between East and Morgan Streets to Yolo Federal Credit Union – Purchase and Sale Agreement (pp 321-329)
- 2. Approve a Contract for Services with Laugenour and Meikle for Land Surveying Services for Lot Line Adjustments for the City-Owned Grant Avenue Commercial project (pp 330-334)
- 3. Approve Staff Recommendation for City Staff to Resume the Operations, Maintenance and Management of all Wastewater Operations in Lieu of Renewing Contract with Southwest Water, Inc. (SWW) or Another Service Provider (pp 335-347)
- 4. Approval of Access Point/Repeater Agreement with Winters Broadband, LLC (pp 348-353)
- 5. Grant Deed for Public Right-of-Way and Public Utility Easement by Roman Catholic Bishop of Sacramento for St. Anthony's Expansion (pp 354-360)

**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY**

1.

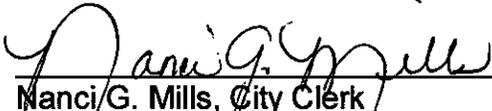
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**CITY MANAGER REPORT**

**INFORMATION ONLY**

**ADJOURNMENT**

I declare under penalty of perjury that the foregoing agenda for the October 16, 2012 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on October 11, 2012, and made available to the public during normal business hours.

  
Manci G. Mills, City Clerk

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*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

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**Winters Library – 708 Railroad Avenue**

**Winters Joint Unified School District – 909 W. Grant Avenue**

**Finance Office – City Hall – 318 First Street**

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Wednesday at 10:00 a.m.

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Minutes of the Regular Meeting of the Winters City Council  
Held on September 18, 2012

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**6:00 p.m. – Executive Session**

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54956.8 – Real Estate Negotiations – Grant Avenue Commercial Project, APN's 003-370-028, 003-370-029, 003-370-030 – Real Property Negotiator City Manager John W. Donlevy Jr.

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Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Attorney

As per City Manager Donlevy, there is no reportable action regarding any of the Executive Session items.

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**6:30 p.m. – Regular Meeting**

Mayor Aguiar-Curry called the meeting to order at 6:30 p.m.

Students of Ms. Freese's Kindergarten class led the Pledge of Allegiance.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Michael Martin, and Mayor Cecilia Aguiar-Curry

Absent: None  
Staff: City Manager John Donlevy, City Attorney John Wallace, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Housing Programs/Redevelopment Manager Dan Maguire, and Management Analyst Tracy Jensen.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Martin, second by Council Member Cowan to approve the agenda. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS:** Council Member Anderson attended the League of California Cities Annual Conference in San Diego on 9/6-9/7, where he spoke with various exhibitors regarding water treatment issues; attended a Yolo County Transportation District meeting at their new location on 9/10; attended the Buckhorn Car Show on 9/11, where there was a good showing with cars overflowing onto Main across Railroad; attended the Yolo Community Foundation at the International House in Davis with members of the Sacramento Region Community Foundation on 9/13 to complete an agreement between the two, with more information to follow in October or November; attended the Putah Creek Park Committee meeting on 9/17 and talked about creek access during construction and the impending State grant, for which they should receive word by the end of September; the next Putah Creek Park Committee meeting will be in November beginning at 6pm.

Council Member Fridae attended the Chamber Mixer on 9/10, where Council Member Cowan won a few prizes; attended the Yolo County Joint Powers Authority for Habitat meeting on 9/17, where they are going through some changes with more information forthcoming; the Crop Swap will be held tomorrow in Rotary Park, and the Festival de la Comunidad will be on 9/29.

Council Member Cowan attended the Yolo Land Trust's fundraiser "Day in the Country" at the Pickerel's place, where they had a good turnout; attended the Chamber Mixer and Car Show, where Youth Day ducks were sold. The Youth Day Committee plans to have a booth to sell ducks at the Festival de la Comunidad and will also sell ducks from the Visitor's Center; attended the Chamber of Commerce Board meeting where it was reported the Visitor Center greeted 236 visitors during the month of September. A tour of 50 people are also expected from West Sacramento on 9/22; the scarecrow contest will be on 10/6; an Ag Tour at Shawn McNamara's ranch will take place on 10/17; the Harvest Festival will be held on 10/27 from 6-8pm, where alumni will be bused in from Davis.

Council Member Martin attended the Yolo-Solano Air Quality Management District meeting and reported that Winters is one of the cleanest cities within the Sacramento Valley; met with Solano College President and will continue to do so

on a regular basis and bring information back to the Council; Solano College will have a bilingual, informational booth at the Festival de la Comunidad to accommodate the large Hispanic population in Winters.

Mayor Aguiar-Curry also attended the League of California Cities Annual Conference in San Diego, as well as the Yolo Land Trust's "Day in the Country" which was a great event; the Hispanic Advisory Committee is busy with the final planning stages for the Festival de la Comunidad on 9/29; Mayor Aguiar-Curry and WJUSD Superintendent Cushenbery attended an informational summit to promote shared services and the importance of working together; attended the Water Resources Association's Board of Director's meeting, which showcased various projects within the County; will attend the Yolo Leaders meeting in Davis next week; will attend the next SACOG meeting regarding RUCS, Rural Urban Connections Strategy.

**PUBLIC COMMENTS:** Joe Pearce of Pearce Watercraft said that although he had an agreement with the City of Winters, he didn't complete the conditions and the agreement has expired. He said he has trouble getting financing and this is a hard time for small businesses. He was finally able to obtain financing and is asking Council for a short extension to move forward. Mayor Aguiar-Curry said the Council could not speak to a non-agenda item but asked Mr. Pearce to submit a proposal and application to the City. City Manager Donlevy said there should be two elements to the proposal: a planning application and state what it is you want to do.

### **CONSENT CALENDAR**

#### **A. Minutes of the Regular City Council Meeting Held on September 4, 2012**

City Manager Donlevy gave an overview and said the Street Closure Request and Amplified Sound Permit for the Winters High School Homecoming Parade and Rally was received after the issuance of the agenda packet, but requested that Council approve said permits.

Motion by Council Member Fridae to approve the Consent Calendar with the addition described by City Manager Donlevy. Second by Council Member Martin. Motion carried unanimously.

### **PRESENTATIONS**

#### **Presentation of Proclamation Recognizing Newt Wallace**

Mayor Aguiar-Curry read aloud and presented a Proclamation to Newt Wallace for being the official "Winters Weather Watcher" for 50+ years. Elly Fairclough from Congressman Mike Thompson's office also presented a proclamation, and Assembly Member Mariko Yamada presented a resolution to Newt for his remarkable, 50-year achievement.

**Presentation of Proclamation Recognizing Mr. and Mrs. Gene Caselli, 100 year old and 97 years old, respectively, who will also be celebrating 75 years of marriage in November, 2012**

Mayor Aguiar-Curry presented the Proclamation to Gene and Marion Caselli and said her first job was cutting apricots for the Caselli's, and thanked them for instilling a work ethic within her. She remembered meeting the Caselli and Gale families when they came to Winters in 1958. Elly Fairclough from Congressman Mike Thompson's office also presented a Proclamation and said the Caselli's accentuate what's right with America. Assembly Member Mariko Yamada congratulated the Caselli's for 75 years of marriage and said the State Assembly has recognized Gene as the State's 57<sup>th</sup> centenarian to be honored in the "Century Circle."

**DISCUSSION ITEMS**

**1. City of Winters/Cross Development, LLC Purchase and Sale Agreements**

Housing Programs and Redevelopment Manager Dan Maguire gave an overview and said the two letters of intent included in the agenda packet outline the proposed purchase of two described parcels in the Grant Avenue Commercial area. Dan indicated there was a potential buyer for a third property as well. Dan asked Council to receive the update provided and provide direction to the staff, as this item will come back to Council on October 2<sup>nd</sup> in the form of a public hearing.

Council Member Fridae said he appreciated the work staff had done and said this kind of smart growth is the kind of development we want. This will enable the City to capture sales on Hwy. 128 and provide shopping opportunities.

Mayor Aguiar-Curry asked what the new building(s) would look like and Dan said the developer will be using the development guidelines that the City has in place. Council Member Fridae asked if this included landscaping, lighting, sidewalks and Dan said these things will also be addressed as per the Grant Avenue Design guidelines.

**2. Approve Staff Recommendation for City Staff to Resume the Operations, Maintenance and Management of all Wastewater Operations in Lieu of Renewing Contract with Southwest Water, Inc. (SWW) or Another Service Provider**

City Manager Donlevy gave an overview and asked Council to provide direction for the overall maintenance of the wastewater operations in the City. With the impending expiration of the contract with Southwest Water in December, 2012, there are three options: renegotiate the contract with Southwest Water, bid the services out to other private firms, or approve a City-operated waste water maintenance program.

The City of Winters originally entered into a contract in 1994 with ECO Resources, who was purchased by Southwest Water in January 2008. The terms of the agreement included maintenance and management of facilities, including ponds, spray fields, and lift stations, as well as the East Street pump station. It also included monthly reporting and recordkeeping.

City Manager Donlevy said the City currently has a role in the system management whose course has been set based on recent capital projects and system improvements over the last five years. The City has the capacity to manage the staff, which would be beneficial to the customer and to City staff. The City has become the key management role in the maintenance system, including the purchase of two sets of aerators, a new electrical system, dredging of the ponds and overseeing the spraying operations of the facility. In 2008, a video inspection was performed in the sewer lines city-wide. A new Scada system has been coordinated with the water system. The City has also been involved in environmental compliance. In 2007, a Cease & Desist order was issued for a number of issues. Capital improvements made by the City include the SCADA installation, replacement of various items, and a 2012/2013 collection system overhaul. If the City is able to bring the maintenance in-house, staff is already doing the management portion. This could save the City approximately \$54,000 per year and could provide a broader cross section with the existing staff.

Ms. Scianna asked Council to evaluate the capability to take things back in-house. Regarding regulatory aspects, City staff is already reviewing the monthly reports by Southwest Water, which includes the testing of various residents and constituents. An annual report also needs to be completed. The reporting of spills, if any, as well as groundwater monitoring and reporting requirements are currently being completed by staff. Water discharge requirement upgrades will also be required.

Council Member Martin asked if staff could take training to meet reporting requirements. City would hire qualified staff. Mr. Lucero said it appeared that Council is concerned that the City would be taking over. The City would hire 3

full-time individuals, including a grade 3 operator, and take on the management of the entire system. One of the benefits is to eventually tie in the current public works staff with the new employees, enabling the City to issue reports from qualified wastewater operators. Mr. Lucero added that this approach has nothing to do with Southwest Water's performance and questioned why Council would consider the opinion of an outside contractor. Southwest Water is doing a great job right now, but the proposed recommendation outlines what is best for the City of Winters, not Southwest Water. Staff received prior Council approval in December 2011 to hire a consultant to analyze the projected costs and savings.

Council Member Martin asked if operators would be difficult to hire. Mr. Lucero said it would take him 24 hours to hire a grade three operator. The budget allows for three full-time employees for a cost savings as described in Attachment 2, the Sewer Operation Projections with Projected Costs and Savings report prepared by Finance Director Shelly Gunby.

City Manager Donlevy said there would be three components added to the contract: \$147,000 for equipment and \$50,000 for consulting fees, if needed, and \$39,750 for collection system maintenance, cleaning and video.

Council Member Fridae asked if the City had the level of expertise, or the level of security in terms of liability as Southwest Water. City Manager Donlevy said the City is ultimately liable. The \$70,000 Cease and Desist Order was against the City, not Southwest Water. Kathy Stone, District Operations Manager of Southwest Water confirmed that the \$70,000 fine was split 40/27, with Southwest Water paying approximately \$40,000.

Ms. Stone said she has documentation on file regarding lift stations and SCADA, including detailed letters to the City of the things that needed to be addressed. Ms. Stone said Southwest Water is not perfect, but they are pro-active, which was not detailed in the agenda packet. Ms. Stone confirmed that there have been 5 managers from the beginning of the contract to present.

Council Member Martin said if Southwest Water is operating the plant and not performing the duties under the contract, Southwest Water should be responsible. Council Member Cowan said he would like to view copies of the completed responses instead of blank copies and asked who completes them. Mayor Aguiar-Curry asked if there might be alternative ways that Southwest Water would or would not work with the City, and asked if any different options are available. Ms. Stone said she met with City staff two months ago to look at a change of scope or an addendum with additions and/or subtractions.

Mayor Aguiar-Curry said if the City is to manage the wastewater in house, our liability would increase and we would need planning and education. She requested additional information regarding this option as well as other options.

Council Member Martin said if Southwest Water is under contract to maintain specific pumps and stations and they fail to maintain them, Southwest Water should be responsible. The City should be responsible for mechanical problems only.

Council Member Cowan asked what the minimum contract extension would be and Ms. Stone replied 2 years. Mayor Aguiar-Curry said she would be supportive if the operations were moved in-house and asked if Southwest Water would be willing to work with staff to train them. Ms. Stone said they wouldn't be doing this because of the liability.

Council Member Cowan asked staff for specific dollar amounts as the numbers provided were too general. He requested more information from both sides and asked staff to break things down. Are the staff overtime cost figures realistic? He requested clarity, including completed reports from Southwest Water and asked for time to absorb the information before making such a big decision.

Council Member Fridae confirmed the contract expires in December, 2012 and asked if staff could bring the item back to the October 16<sup>th</sup> Council meeting. City Manager Donlevy said if the contract goes out to bid, it would take 4-6 months for the re-bid process. Council Member Cowan thought a re-bid would be the last option. Council Member Fridae said staff members Eric Lucero and Carol Scianna did their homework to clarify costs and applauded their efforts to look objectively to bring it in house. Southwest Water has offered oversight but we need to take a step and do it right. Council Member Martin asked if there were other companies in the area. Ms. Stone said there were three other companies available in northern California. Council Member Anderson said he wanted to see more detailed information to support the 15% projected savings per month by staff and said it was unfortunate that we're having this conversation and added that 15% per month is a lot of money.

City Manager Donlevy said staff would pull the budget and said this savings relates to \$340,000 per year to Southwest Water. The City already pays for electricity, pumps, aerators, the exploration of a motor control center and has replaced 6 pumps in a 2-3 month period. Ultimately, the City is responsible.

Mayor Aguiar-Curry requested additional information from Southwest Water as well as staff, including overtime, equipment, etc. and asked what our options were with Southwest Water. They provide a great staff but Council needs to re-evaluate for the entire community. Council Member Fridae asked staff if a decision was to be reached at the October 16<sup>th</sup> meeting, would we be ready by December. Ms. Scianna said it would be a challenge and Mr. Lucero asked if Council was here for Southwest Water or the City of Winters. Mayor Aguiar-Curry said Council wants a good quality sewer system and asked if staff can do the project and Council must do what's best for the City. Council Member Martin said we're under the gun given the time restraints. Mr. Lucero said Council

approved \$5,000 for a study to address these issues in December, 2011. City Manager Donlevy said staff would bring this item back to the October 16<sup>th</sup> meeting with actual costs and will move forward in a productive manner. The contract is a professional services contract and we need to gauge the investment and provide Council members with capital replacement and maintenance costs. Mayor Aguiar-Curry asked how far staff would go back for the information. City Manager Donlevy said staff would go back to 2006.

Council Member Martin asked about the transition. Ms. Scianna said staff has a consultant to assist with the transition for the suggested 6-8 week period. Council Member Anderson said the City has a long-term relationship with Southwest Water and asked if the existing contract could be extended to overlap with a new company. Ms. Stone said this was something she has not experienced and questioned why their competitor, Hydroscience, did not complete an evaluation during the study in December 2011. Council Member Fridae asked what the plan is once staff takes over the operation and we reach capacity. City Manager Donlevy said with the current staffing, we're already providing management of the operation. The only barrier is that Southwest Water employees do not work for the City. Ms. Stone said Southwest Water is actively involved with permit renewals and NPDES reports and is active with the board, which are some of the services offered in the contract. Council Member Anderson asked if the strategy was to awaken the beast (DWR). City Manager Donlevy said the staff recommendation was to lay low. Mayor Aguiar-Curry asked if Southwest Water had completed all of the required submittals and Ms. Stone said they had all been submitted. Council Member Fridae recommended staff bring this item back to the October 16<sup>th</sup> Council meeting, and Council be prepared to make a decision and make a move if it is decided to keep the wastewater operations in house. City Manager Donlevy asked Ms. Stone to provide requested information to him so copies could be made and meet next week to review.

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**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY**

1.

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**CITY MANAGER REPORT:** City Manager Donlevy wanted to expand on Council Member Fridae's comments regarding the Yolo Habitat Conservation Program JPA, who works with developers to mitigate swainson hawks, etc. on a county-wide basis. There have been a number of issues getting the plan adopted, including a variety of financial and legal issues. The JPA will meet again on October 15<sup>th</sup> and Council Member Fridae said he will get clarification

once they work through some of the issues and will bring an update back to Council on October 16<sup>th</sup>.

**ADJOURNMENT:** Mayor Aguiar-Curry adjourned the meeting at 8:33 p.m.

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Cecilia Aguiar-Curry, MAYOR

ATTEST:

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Nanci G. Mills, City Clerk



Minutes of the Regular Meeting and Executive Session of the  
Winters City Council Held on October 2, 2012

**6:00 p.m. – Executive Session**

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Attorney

Mayor Aguiar-Curry said there was no reportable action taken in Executive Session.

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**6:30 p.m. – Regular Meeting**

Mayor Aguiar-Curry called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Michael Martin and Mayor Cecilia Aguiar-Curry  
Absent: None  
Staff: City Attorney John Wallace, City Clerk Nanci Mills, Housing Programs/Redevelopment Manager Dan Maguire, Director of Financial Management Shelly Gunby, Environmental Services Manager Carol Scianna, and Management Analyst Tracy Jensen.

Mrs. Lester's 1<sup>st</sup> Grade class from Waggoner Elementary led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Martin, second by Council Member Cowan to approve the agenda with no changes. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS:** Council Member Anderson attended a SACOG meeting on 9/20, which included an all-day RUCS tour to UCD; attended a Yolo Leaders meeting on 9/26 at UCD's Sacramento City College facility focusing on energy, as UCD has an energy central and holds the leading edge on energy policy now and in the future; attended an Oversight Board meeting in Council Chambers on 10/1.

Council Member Fridae also attended the Yolo Leaders meeting on 9/26 at their new site in Davis, which included a great tour; attended the Festival de la Comunidad on 9/29, which celebrates the City's Hispanic heritage, is now in its' 6<sup>th</sup> year and just keeps getting better and better.

Council Member Cowan also attended the Yolo Leaders meeting in Davis on 9/26; attended the 2 X 3 meeting with Winters Joint Unified School District with Council Member Martin, where they discussed on-going water problems; attended the Festival de la Comunidad on 9/29 and said kudos to the Hispanic Advisory Committee and Mayor Aguiar-Curry for a great event.

Council Member Martin attended the Festival de la Comunidad on 9/29, but left early to attend a fundraiser for the Winters High School Transportation Department to benefit the High School sports programs, which was well attended; on 10/3 will attend a Board of Trustees meeting at Solano College at 6:30 p.m. in Room 626 regarding Measure Q, and confirmed that Winters is a member of the Solano Community College district. Updates will be brought back to Council on a regular basis.

Mayor Aguiar-Curry attended the Soroptomist Club's meeting on 9/19 and gave an update to attendees; attended the SACOG meeting on 9/20 with Council Member Anderson and also attended the Yolo county Housing Board meeting on 9/20; attended the Hispanic Advisory Committee meeting on 9/24; attended the Water Resources Association Executive meeting on 9/26; will be leaving tonight to attend a three-day LAFCO conference in Monterey; kudos to City staff members Mary Jo Rodolfa and Linn Myer for tirelessly working to make the Festival de la Comunidad a success, and thanks to the event sponsors and volunteers for their support.

**PUBLIC COMMENTS:** None

### **CONSENT CALENDAR**

- A. Appointment of Commissioner for the Ten Year Plan to End Homelessness Executive Commission

In City Manager Donlevy's absence, Mayor Aguiar-Curry said she has been asked to accept the appointment of Commissioner for the Ten-Year Plan to End Homelessness Executive Commission. As this meeting falls on the same day as the Yolo County Housing meeting, she has accepted the appointment.

Motion by Council Member Martin, second by Council Member Cowan to approve the appointment. Council Member Fridae confirmed that items on the Consent Calendar are not considered to be action items. Motion carried unanimously.

## **PRESENTATIONS**

### **Yolo County Housing Soccer Championship Team**

Lisa Baker, Executive Director of Yolo County Housing, said El Rio Villa is a neighborhood we can be proud of and offers healthy activities and clubs to its residents. An intercommunity soccer league was created, including an intramural team for boys and girls aged 9-14. In its fourth year, El Rio Villa upset Madison, who had won the three previous years. Ms. Baker said the residents are the heart and soul of the league with a strong supporting network of volunteers, employees, coaches, referees, etc. The team members and coaches in attendance introduced themselves and were presented the championship trophy by Ms. Baker. Council Member Fridae recalled when he and other volunteers, including Harold Anderson and Dan Maguire, were installing the irrigation system, the young residents of El Rio Villa threatened to call the police for messing up their field.

## **DISCUSSION ITEMS**

- 1. Public Hearing to Consider Approval of the Sale of Two Parcels of Land on Grant Avenue between East and Morgan Streets to Cross Development - Purchase and Sale Agreements**

Housing Program/Redevelopment Manager Dan Maguire gave an overview and said this development would be a magnet for retail activity. He also differentiated between Dollar General and Dollar Store to clear up any public misconceptions. Mr. Maguire indicated he has had preliminary discussions with Auto Zone as a potential tenant under a separate parcel.

Council Member Martin asked where the Dollar General would be located within the parcel and also asked about the style of the building. Mr. Maguire said it would be located on the eastern most edge next to Subway and carve outs would extend from Grant to Baker. All buildings must adhere to the Grant Avenue

Design Guidelines and those buildings fronting Grant Avenue would be moved north toward Grant to avoid a strip mall effect.

Mayor Aguiar-Curry opened the public hearing at 7:00 p.m.

Resident Mike Matson said he was concerned about what might happen to other businesses, ie: ACE, Lorenzo's, Eagle Drug, Warrior Video and other local businesses if Dollar General comes to town. He anticipates an increase in litter, crime and light pollution and a decrease in property values, all of which have a negative impact on the community. He also wants to avoid becoming a vending machine for products produced in China. Winters is special and he doesn't want to see sprawl with a hollowed-out downtown.

Resident Julie Orosco said the downtown is a wonderful place and understands we need tax dollars, but not at the expense of local businesses. A family-owned pharmacy like Eagle Drug, where prescriptions are accessible after hours in cases of emergency, could be jeopardized. Family-owned businesses like these will be lost and decisions made today will affect us in the long run.

Resident Dennis Donahan said he doesn't want his piece of heaven to look like Southern California. He said Dollar General felt like Dollar Store inside and was not impressed by the architecture of the store he had visited and worries about the effect it will have on the Grant Avenue business area.

Mayor Aguiar-Curry said any building or development would have to adhere to the Grant Avenue Design Guidelines that are in place and closed the public hearing at 7:05 p.m.

Mr. Maguire said Dollar General sells nationally branded items and does not include a pharmacy component. The proposed footprint for Dollar General is 10,000 sq. ft. with less food items and more general merchandise, while most Dollar General stores are 18,000-20,000 sq. ft. with a more expanded food line. Mr. Maguire has spoken with the City of Stockton, where they have three Dollar General stores. They have done a nice job renovating existing buildings, have been very responsive in serving the underserved in the community, and have proved themselves to be good stewards in the community, all of which are positives.

Council Member Fridae said he was sensitive to the issues brought up during the public hearing and is very concerned about not putting us in the direction of Dixon, but sees a few differences. A box store creates a greater footprint, which can have a devastating effect. He would like to see more 'Mom and Pop' type businesses come to Winters. We are in desperate need of resources and jobs and we have the opportunity to look at a potential building and new business to add to the Winters' attraction. This project may not be ideal, but it is within the

guidelines and will be competitive with existing businesses, but not enough to put existing businesses out of business. Council Member Fridae said he promotes healthy growth while remaining cautious. He is sympathetic to the comments made in the public hearing, but he said Dollar General would be a good partner and good for the community.

Mayor Aguiar-Curry said she understands the concerns voiced during the public hearing and remains methodical in the commitment to downtown and keeping the City what it is. A lot of people shop out of town and we need to try to generate money and keep those tax dollars in town. The Winters Chamber of Commerce also urges residents to buy local and shop local. Dollar General has proposed building a new building in Winters and through the Planning Commission process will be required to follow the guidelines that are in place.

Council Member Cowan said the City has done their homework regarding the Grant Avenue Design Guidelines. After much hard work, the Economic Development Advisory Committee created the guidelines to work in our favor.

Council Member Fridae said John Pickerel proposed a new restaurant in the late 80's and introduced 'business synergy.' For a bigger slice of pie, give people choices and keep people in town. Once they leave town, they will buy other things as well and Grant Avenue/Hwy. 128 can capture this revenue.

Mayor Aguiar-Curry said she spoke with the mayor of Citrus Heights regarding a new Dollar General and received good reviews. They renovated an old strip mall, which will allow other businesses to follow.

Council Member Anderson asked if the public will have the chance to provide input regarding design guidelines. Mr. Maguire said yes, there will be plenty of public process. This proposed development will have to go through the normal channels and the public will have the opportunity to weigh in.

Council Member Fridae said he appreciated the public comments, and with that made a motion to approve the sale of portions of the Grant Avenue Commercial Property to Cross Development as outlined in the Letters of Intent, and authorize the City Manager to execute the Purchase and Sale Agreements with Cross Development. Motion seconded by Council Member Cowan. Motion carried unanimously.

- 2. Resolution 2012-35, A Resolution of the City of Winters Approving an Agreement for Water and Sewer Rate Analysis by NBS and authorizing the City Manager to execute the Agreement**

Director of Financial Management Shelly Gunby gave an overview. The last water and sewer rate analysis and financing plan was completed in 2009 by Greg Clumpner, formerly of Foresight Consulting, who specializes in this process. The City recently transitioned from flat rate to meter rate and a rate analysis will indicate if the current rates are appropriate. The City needs to create a 7-10 year plan and set the rates accordingly. Two years of usage data will be used to prepare the appropriate analysis and the cost for this analysis is included in the budget. The current water and sewer rates expire on 7/1/13. The analysis will provide us with information that will be used to determine whether rates should increase, decrease, or stay as is.

Council Member Martin asked if sewage was part of the study and whether we will be using the same model. Ms. Gunby confirmed sewage will be part of the study, which will include usage patterns. The City is currently using flat rate sewer rates for residential properties and the study will examine and determine sewer rates for residential properties as well apartments.

Council Member Cowan said the proposed analysis will be good for a 7-10 year period, yet the City is going through the process after only three years due to the transition to water meters. Will we be doing this again in three years? Ms. Gunby said the City didn't have any usage data, only flat rates. Once the meter system was implemented, a new study was expected.

Council Member Martin asked how much water we were using. Environmental Services Manager Carol Scianna said approximately 10%, which most cities lose 40-50%. Lisa Baker, Executive Director of Yolo County Housing/EI Rio Villa, said they have a flow meter for the entire property, including common areas. They hope to install meters in residences in the next two years. Council Member Anderson asked if the study could reveal what the future sewer rate might be if a plant upgrade is needed. Ms. Gunby said although there would be an additional impact on sewer fees, it is an unknown.

Council Member Martin said that might be out of our control, as the Regional Water Quality Board mandates our actions and it is up to the Council to determine how that mandate is accomplished. Mayor Aguiar-Curry said we are between a rock and a hard place regarding the analysis, but staff must do their due diligence.

Lisa Baker introduced Masud Chandry, the new real estate portfolio manager for Yolo County Housing, who said he was excited about the opportunity to work with the Winters Community.

Motion by Council Member Martin to approve Resolution 2012-35, approving an agreement for a water and sewer rate analysis to be performed by NBS and authorizing the City Manager to execute the agreement. Motion seconded by Council Member Anderson. Motion carried with the following vote:

**AYES:** Council Members Anderson, Cowan, Fridae, Martin, Mayor Aguiar-Curry  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

**3. Resolution 2012-34 A Resolution of the City of Winters Approving Budget Adjustments for Open Purchase Orders as of June 30, 2012**

Director of Financial Management Shelly Gunby gave an overview and explained that there are open purchase orders that have not been closed by the end of the fiscal year. Most often these purchase orders pertain to on-going projects. As of June 30, 2012, there was \$1,846,004.19 in open purchase orders, identifiable amounts that were approved in the 2011-12 budget. An adjustment is done every year as a normal part of doing business and working on multiple-year projects.

Motion by Council Member Anderson to approve Resolution 2012-34 approving budget adjustments for open purchase orders as of June 30, 2012. Motion seconded by Council Member Martin. Motion carried with the following vote:

**AYES:** Council Members Anderson, Cowan, Fridae, Martin, Mayor Aguiar-Curry  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

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**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY**

**1. Housing Due Diligence Review as Required by AB1484**

Agency Chairman Fridae opened the meeting of the Successor Agency to the Winters Community Development Agency at 7:40 p.m.

Director of Financial Management Shelly Gunby gave an overview and said the public hearing originally requested on the staff report is not required by law. AB1484 requires more things to be completed in the dissolution process, including a due diligence report to be submitted by 8/1 regarding transferred properties. The auditors completed the due diligence report looking for money

that has not been reported to the State, as the State has received less than 1/3 of the money expected. The auditors found no transactions during the time period examined and the due diligence report indicates the City did everything correctly with no money to take.

Agency Member Anderson asked about the bond proceeds for housing. Ms. Gunby said the bond proceeds are not encumbered and were transferred to the Successor Agency. The bond documents indicate this amount of money is encumbered for low and moderate housing. With no project, there is no encumbrance.

Ms. Gunby said the Oversight Board convened a public comment session on October 1, 2012 to be held not less than 5 business days prior to the approval vote by the Oversight Board. At their next meeting on October 9<sup>th</sup>, the Oversight Board will sign an engagement letter to submit with the report, which must be received by the Department of Finance and the County Auditor-Controller by October 15, 2012.

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**CITY MANAGER REPORT:** None

**ADJOURNMENT:** Motion by Council Member Fridae, second by Council Member Cowan to adjourn the meeting at 7:51 p.m. Motion carried unanimously.

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Cecilia Aguiar-Curry, MAYOR

**ATTEST:**

---

Nanci G. Mills, City Clerk



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 16, 2012  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Approval of Resolution 2012-36 - Adopting the 2012 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan Update

---

**RECOMMENDATION:** That the Council approve Resolution 2012-36 adopting the 2012 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan Update.

**BACKGROUND:** The Federal Emergency Management Agency (FEMA) and the Disaster Mitigation Act of 2000 (DMA) require that local jurisdictions have plans in place to mitigate all reasonably known hazards, both natural and man-made. Future hazard mitigation grant funding is contingent upon having FEMA approved hazard mitigation plans in place.

In order to comply with FEMA and DMA and in order to better prepare our community and region to deal with natural and man-made hazards the Yolo Operational Area Group developed the Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan Update. The Yolo Operational Area Group is comprised of all the cities within the county, the Yocha DeHe tribe, unincorporated regions of the county and special districts.

The current plan is over seven years old and as required by FEMA is due to be updated. Additionally, FEMA has developed a new structure for the plan. A Hazard Mitigation Steering Committee with representatives from each of the local agencies including the City of Winters was organized to tackle the job of revising the current plan. Outreach was conducted to ensure the public and non-governmental entities also had a voice in the plan's development.

This document is, in concept, a revision of the previous Local Hazard Mitigation Plan, composed and approved in 2005; however this update represents a major refinement of the hazard mitigation planning process for Yolo County. Last year staff brought a draft

of the update to the City Council for review. The draft was also reviewed by staff and minor changes that did not materially affect the plan were provided to Yolo County to be incorporated into the document. As part of the process it was then necessary for the plan to be submitted to Cal EMA and FEMA for review before it could come back to the City Council for formal approval. A change in staffing at the Yolo County Office of Emergency Services led to a delay in the submittal to FEMA through Cal EMA.

Recently Yolo County received word of approval of the updated plan from the Cal EMA Hazard Mitigation Branch. It is now necessary for each jurisdiction in the Operational Area to approve the plan by resolution in order to receive full FEMA approval. The resolution includes language granting authority to the Winters City Manager to amend and update the plan as required by any last minute local changes or due to recommendations from Cal EMA/FEMA. It is however necessary to move forward with the plan as it was approved by Cal EMA in order to not jeopardize our community rating. If the plan is not formally adopted FEMA will not consider the jurisdiction as eligible for any Hazard Mitigation Grant Funds.

**RECOMMENDED ACTION:** That the City Council of the City of Winters Approve Resolution 2012-36 - A Resolution of the City Council of The City of Winters Adopting the 2012 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

1. Resolution 2012-36 - A Resolution of the City Council of The City of Winters Adopting the 2012 Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan
2. July 2012 – Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan – with the following appendices:
  - a. Winters Community Profile
  - b. Planning Process Documentation
  - c. Hazus-MH: Earthquake Event Report

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ADOPTING THE 2012 YOLO COUNTY MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN UPDATE**

**WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA 2000), requires all jurisdictions to be covered by a Pre-Disaster All Hazards Mitigation Plan in order to be eligible for Federal Emergency Management Agency pre- and post-disaster mitigation grants and funding; and**

**WHEREAS, the City of Winters recognizes that no jurisdiction is immune from natural, technological or human-caused hazards and recognizes the importance of enhancing its ability to withstand hazards as well as the importance of reducing human suffering, property damage, interruption of public services and economic losses caused by those hazards; and**

**WHEREAS, City of Winters staff joined the collaborative effort, involving various local and tribal government jurisdictions, public authorities, special districts, and selected community-based organizations that represent a broad composite of the Yolo County Operational Area to form a diverse team to update their Multi-Jurisdictional Hazard Mitigation Plan, soliciting input from stakeholders, local agencies, and the public at large; and**

**WHEREAS, the Yolo County Multi-Jurisdictional Hazard Mitigation Plan Update focuses on potential impacts of natural hazards, and includes an assessment of these natural hazards, a plan to mitigate them, and methods of monitoring, evaluating, and updating the Plan at least once every five years;**

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

**SECTION 1: The Yolo County Multi-Jurisdictional Hazard Mitigation Plan Update is hereby adopted.**

**SECTION 2: The City of Winters City Manager is hereby granted authority to amend and update the Plan.**

**SECTION 3: The City Clerk shall attest to the passage of this Resolution and it shall thereupon be in full force and effect.**

**DULY AND REGULARLY ADOPTED this 16<sup>th</sup> day of October, 2012 by the following vote:**

**Ayes:**

Noes:

Absent:

Abstain:

CITY OF WINTERS

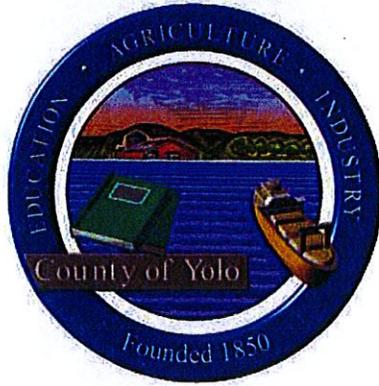
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Cecilia Aguiar Curry, Mayor

ATTEST:

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Nanci G. Mills, City Clerk



# Yolo County, California

July 2012

Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan

625 Court Street, Room 202, Woodland, CA 95695

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## **Acknowledgements**

Yolo County would like to thank those Yolo County Operational Area collaborators and partners who participated in the planning and development of this document.

The official Yolo County Operational Area Hazard Mitigation Steering Committee provided the oversight and dedication to this project that was required and without their commitment; this project would not be possible.

As with any working plan, this document represents planning strategies and guidance as understood as of the date of this plan's release. This plan identifies natural hazards and risks and identifies the hazard mitigation strategy to reduce vulnerability and make the communities of Yolo County more disaster resistant and sustainable.

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## **Introduction**

This Local Hazard Mitigation Planning document has been prepared with the intent of establishing an inter-jurisdictional process for the development and implementation of effective hazard mitigation strategies in association with identified hazards that pose real or potential threats to the Yolo Operational Area (YOA).

This document is, in concept, a revision of the previous Local Hazard Mitigation Plan, composed and approved in 2005, although this update represents a major refinement of the hazard mitigation planning process for Yolo County.

The revision of the Yolo OA Multi Hazard Mitigation Plan (MHMP) has been a collaborative effort, involving various local and tribal government jurisdictions, public authorities, special districts, and selected community-based organizations that represent a broad composite of the operational area. Additionally, selected state agencies and organizations have also contributed to this planning effort, and are represented within the document by direct participation or supplemental reference.

The bulk of the revision was conducted as a collaborative partnership between several local and tribal government organizations, organized as the Hazard Mitigation Steering Committee, and coordinated and facilitated by the Yolo County Office of Emergency Services (OES). This was a major inter-organizational undertaking, requiring a commitment of staff time, organizational resources, ongoing communication, and data collection in an effort to achieve the desired hazard mitigation planning goals. The specific jurisdictions represented in the plan that will formally approve this document are as follows: Cities of Davis, Winters, West Sacramento and Woodland, Yolo County Housing, the Yocha Dehe Wintun Nation and Yolo County.

In addition to the governmental efforts, community involvement was a major objective of the planning process, with significant online and participative outreach conducted at various stages within the planning process. Although not every aspect of the broader community was directly involved in the planning process, significant effort was made to ensure that the public and non-governmental entities had a voice in the plan's development.

Finally, the extent to which this revised plan will or will not be a success locally is dependent upon the commitment at all levels of the designated operational area, whether it be governmental or community-based, to monitor the progress of the identified mitigation strategies, and to ensure that appropriate projects are implemented in accordance with identified need, overriding policy, and funding availability.

### **PLAN PURPOSE**

The purpose of this plan is to integrate hazard mitigation strategies into the activities and programs of the local jurisdictions and special districts and to the extent practical, into the activities of private sector organizations.

### **PLAN SCOPE**

The plan identifies and evaluates specific local hazard mitigation strategies to be considered by the Yolo Operational Area and associated planning support for those strategies developed by its political subdivisions, agencies, special districts and organizations. The

Plan describes strategies that government and private sector organizations may utilize as acceptable and effective mechanisms for mitigating those hazards, within the realistic constraints of capability and priority.

## HAZARD MITIGATION PRINCIPLES

- *Hazard Mitigation* is any sustained action taken to eliminate or reduce long-term risk to human life, property, and the environment posed by a hazard.
- *Hazard Mitigation Planning* is the process of making any sustained plan or course of action taken to reduce or eliminate long-term risk to people and property from both natural and technological hazards and their effects. The planning process includes establishing goals and recommendations for mitigation strategies.
- Hazard Mitigation may occur during any phase of a threat, emergency or disaster. Mitigation can and should take place during the preparedness (before), response (during), and recovery (after) phases.
- The process of hazard mitigation involves evaluating the hazard's impact and identification and implementation of actions to minimize the impact.

## PLAN ORGANIZATION & STRUCTURE

The Plan has been developed using a structure similar to, but modified from its previous format. The Plan is divided into five primary sections, each covering a component of the document as required under state and federal planning guidance. The primary sections are further supported by front documents, sectional attachments, and appendices that support specific issues attached to the plan.

- **Introduction**
- **Element A: Planning Process**
- **Element B: Hazard Identification & Risk Assessment**
- **Element C: Mitigation Strategy**
- **Element D: Plan Review, Evaluation and Implementation**
- **Element E: Plan Adoption**
- **References**
- **Legal Authorities**
- **Community Profiles**
  - **Yolo County**
  - **Yocha Dehe Wintun Nation**
  - **City of Davis**
  - **City of West Sacramento**
  - **City of Winters**
  - **City of Woodland**
  - **Yolo County Housing**
- **Planning Process Documentation**
- **Hazus Model**
- **Formal Plan Adoption Documentation**

## **Element A: Planning Process**

**Requirement §201.6(b) An open public involvement process is essential to the development of an effective plan.**

More often than not, communities are faced with having to deal with the aftermath of an unwanted hazard that can devastate areas of a community. While we cannot prevent disasters from happening, their effects can be reduced or eliminated through hazard mitigation planning, but only if a local government has the foresight to assess likely hazards and craft preventative measures before the next hazard event occurs. This Chapter describes the background of hazard planning and why citizens and governments are becoming better prepared.

### **PARTICIPATION AND COLLABORATION**

#### **General**

Revision of the Multi Hazard Mitigation Plan requires collaboration and partnering at a multitude of levels.

- Identifying the primary local stakeholders – Formation of inter-jurisdictional Hazard Mitigation Steering Committee
- Establishing project goals and objectives
- Organizing the project work plan based upon identified goals and objectives
- Establishment of jurisdiction-specific hazard mitigation work groups to facilitate internal planning activity
- Organizing jurisdiction/agency-specific Hazard Mitigation Working Groups
- Review of existing Local Hazard Mitigation Plan
- Identification and refined assessment of real or potential hazards and threat conditions
- Revision of jurisdictional demographic and organizational data, and reformatting of information presentation
- Development of prioritized hazard mitigation strategies and projects, keyed to identified hazards

### **PARTICIPATING JURISDICTIONS & ORGANIZATIONS**

#### **Lead Agency**

The Yolo County Office of Emergency Services (OES) assumed the role of lead agency for the coordination and facilitation of the joint hazard mitigation plan revision project. OES functioned as the central point of contact for all partnering jurisdictions and organizations, as well as the liaison between the Yolo Operational Area and the State regarding plan revision. Finally, OES performed the bulk of actual plan format and development, in conjunction with the Steering Committee members.

#### **Steering Committee Participants**

The following identifies individuals who participated directly in the development of the Yolo County Multi Hazard Mitigation Plan revision, either as members of the inter-jurisdictional Steering Committee, as participants working within member organizations, or

as supplemental contributors. (Note: Emboldened names represent lead representatives on The Hazard Mitigation Planning Steering Committee)

COUNTY OF YOLO

Rick Martinez	Interim Emergency Services Manager - Yolo County OES
Brenna Howell	Interim Emergency Services Coordinator – Yolo County OES
Bill Martin	Emergency Services Manager - Yolo County OES
Dana Carey	Health Preparedness Supervisor - Yolo County Health
John Young	Director – Yolo County Agricultural Dept
Jeff Anderson	Yolo County Planning & Public Works Dept
Jeff Pinnow	Supervisor – Yolo County Environmental Health
Lonell Butler	Chief Building Official – Yolo Co Planning/Public Works
Marcus Neuvert	GIS Specialist – Yolo County Information Technology

CITY OF DAVIS

Bill Weisgerber	Interim Fire Chief -Davis Fire Dept
Kathy Willhoff	Business Manager – Davis Fire Dept
Joy Parker-Lee	Administrative Aide – Davis Fire Dept
Ryan Crow	Firefighter – Davis Fire Dept
Glenn Glasgow	Lieutenant – Davis Police Dept
Juli Hawthorne	Assistant to Director – Community Services Dept
Stacey Winton	Admin Analyst – Community Development Dept
Samantha Wallace	Assistant to the Director –Community Services Dept
Bruce Boyd	MIS Senior Systems Analyst/GIS Manager

CITY OF WEST SACRAMENTO

Bryan Jonson	Fire Captain – West Sacramento Fire Dept
Gary Fredericksen	Division Chief – West Sacramento Fire Dept

CITY OF WINTERS

Dan Maguire	Housing Programs Manager
John W. Donlevy Jr.	City Manager
Mary Jo Rodolfa	Executive Assistant to the City Manager
Dawn Van Dyke	Management Analyst
Scott Dozier	Winters Fire Department - Fire Chief
Brad Lopez	Winters Fire Department – Captain
Art Mendoza	Winters Fire Department – Captain
Bruce Muramoto	Police Chief – Winters Police Dept
Sergio Gutierrez	Lieutenant - Winters Police Dept
Nelia Dyer	Community Development Director
Eric Lucero	Operations and Maintenance Manager
Carol Scianna	Environmental Services Manager
Gene Ashdown	Building Official

CITY OF WOODLAND

Mark Brooks	Fire Captain – Woodland Fire
Derrick Kaff	Lieutenant – Woodland Police

Mark Cocke  
Tod Reddish  
Rick Sander

Woodland Public Works  
Fire Chief (retired) – Woodland Fire  
Deputy Chief – Woodland Fire

YOCHA DEHE WINTUN NATION

Gary Fredericksen  
Crystal Smyth  
Mike Chandler

Fire Chief – Yocha Dehe Fire  
Business Analyst – Yocha Dehe Fire  
Retired Fire Chief – Yocha Dehe Fire

YOLO COUNTY HOUSING

Lisa Baker  
Janis Holt

Executive Director – Yolo County Housing  
Resource Manager – Yolo County Housing

YOLO COUNTY OFFICE OF EDUCATION

Linda Legnitto

Assistant Superintendent - Yolo County Office of  
Education

UNIVERSITY OF CALIFORNIA - DAVIS

Nick Crossley

Emergency Services Manager

**ELEMENT A.1. PLANNING PROCESS**

***Requirement §201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.***

**Hazard Mitigation Steering Committee**

Specific tasks were identified for the Steering Committee in order to ensure that project goals for the MHMP revision were undertaken and completed. The following represents those primary Steering Committee tasks:

- Coordinate tasks and activities with the Office of Emergency Services to develop all-hazards disaster mitigation plan and oversee the planning process.
- Prioritize hazards vs. resources.
- Select highest and best mitigation recommendations and develop those recommendations for further action by the Yolo Operational Area.
- Review planning drafts, recommendations and updates.
- Develop and implement long and short term goals.
- Integrate the plan with all phases of Comprehensive Emergency Management Planning.
- Provide for the implementation of committee decisions.

- Encourage, coordinate and provide a methodology for the implementation of public input.
- Provide for the implementation of committee decisions.
- Establish Hazard Mitigation Steering Committee Tasks to Include but not be limited to the following:
  - Determine implementation ability and constraints for proposed Hazard Mitigation planning steps and development of strategies
  - Bring forward community concerns through private and public input
  - Identify implementation resources
  - Provide for the update of Comprehensive Emergency Management Plans on a scheduled basis
  - Evaluate and carry out mitigation activities
  - Assist in implementation of funding identification and procurement
- Ensure that adjacent jurisdictions, pertinent private entities and citizens are informed of the Yolo Operational Area Hazard Mitigation Planning Process and offer each the opportunity for input into the plan.

#### **Steering Committee Hazard Mitigation Strategy Identification Activities**

1. Beginning in late 2010 members of the Steering Committee agreed to a bi-weekly meeting schedule to identify hazard priorities and review local hazard mitigation strategy recommendations.
2. The Hazard Mitigation Steering Committee agreed to make and pass plan-based general policy recommendations by a vote of a simple majority of those members present.
3. Following a public meeting the Steering Committee again examined and prioritized the Hazard Mitigation Strategies. These strategies were incorporated into the Plan with the intent of providing guidance in the development of local mitigation policy. The Steering Committee worked to identify estimated time frames and implementation costs associated with prioritized mitigation strategy projects for future implementation.

#### **Yolo Operational Area Hazard Mitigation Plan Steering Committee Future Tasks**

- Define the mitigation constraints that the Yolo Operational Area is required to follow in implementing recommendations from the Hazard Mitigation Steering Committee.
  - Protection of sensitive information
  - Apply budget constraints to recommended hazard mitigation strategies
  - Apply state policy and legal constraints to mitigation strategies brought forward by the Steering Committee.

- Meet on an annual basis to review the work of and contribute to the Yolo Operational Area Hazard Mitigation Steering Committee activities.
- Bring forth the concerns and views of the community to the Steering Committee for consideration in the ongoing Hazard Mitigation planning process.
- Assist in informing the public and community of the Hazard Mitigation strategies recommended by both the Steering Committee and individual jurisdictional planning teams.
- Define the constraints for implementation of prioritized mitigation strategies within the authorities, laws, and regulations of the local and tribal government entities existing within the Yolo Operational Area.
- Carry out the goals and objectives of the Yolo Operational Area Multi Hazard Mitigation Plan.
- Support and review the input from meetings of the adjunct members with individuals, agencies and jurisdictions.
- Assure that the public is kept informed of changing strategies and implementation actions periodically.

#### **ELEMENT A.2. COORDINATION WITH OTHER COMMUNITIES**

***Requirement §201.6(b)(2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process.***

Since the inception of this planning process there have been two major forums for sharing this planning with adjacent jurisdictions. The first is the Mutual Aid Regional Advisory Committee for California Mutual Aid Region IV. Region IV's members are comprised of 11 counties within the Cal EMA Inland Region, located near the Greater Sacramento area. The value to this collaboration is that these counties share many of the same characteristics as Yolo County such as similar threats, politics, geography and culture. The second form and somewhat more specialized forum is the Public Health Coordination in Region IV. This coordinated process has been made possible by the support of many federal grant programs. This has allowed a multi-county, multi-agency approach to both prevention and mitigation issues in public health. Since many of the counties in Region IV have already gone through the hazard mitigation planning process, their experience and advice has proven invaluable to Yolo County. Each of these meetings includes a local roundtable discussion where we have been able to freely and collaboratively share our local hazard mitigation planning process. Additionally, due to the location and proximity to the Bay Area, Yolo County collaborates with the counties flanking itself on many issues such as the Delta Emergency Planning, Terrorism Planning, Earthquake Preparedness and Mass Care coordination to name a few.

### **ELEMENT A.3. PUBLIC INVOLVEMENT**

**Requirement §201.6(b)(1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval; Requirement §201.6(c)(1) [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.**

#### **Public Meetings**

The Steering Committee considered the options available regarding conducting public meetings for the purpose of revealing and gathering comment from the community relating to the Plan draft. After several discussions, three jurisdictions choose to participate in the open public outreach meetings: City of Winters, City of Woodland, and the County of Yolo. While all municipalities were involved in the decision process and encouraged to participate in individual local sessions, the result was two combined public presentations.

#### **City of Woodland**

A public meeting was held for the City of Woodland and unincorporated of Yolo County at the Yolo County Health Department.

Jurisdiction representatives attended and were prepared to answer questions and record comments and input. Only one member of the public, from Woodland, attended.

Date/Time:	December 6, 2011	6:00 to 8:00 PM
Location:	Yolo County Health Department - Woodland	
Facilitator:	Yolo County OES	
Public Attendance:	(1) Member of the public (Woodland) (1) City of West Sacramento staff	

#### **City of Winters**

The City of Winters held a public meeting at the Winters City Council Chambers. The following announcement was published:

Date/Time:	December 7, 2011	6:00 to 7:30 PM
Location:	City of Winters City Council Chambers	
Facilitator:	Yolo County OES/City of Winters	
Public Attendance:	(2) Members of the public (Davis) (4) City of Winters staff (1) City of West Sacramento staff (1) Local media	

Jurisdiction representatives attended and were prepared to answer questions and record comments and input. No members of the public attended.

#### **Public Participation Survey**

All jurisdictions conducted an aggressive drive to receive public input on the general perception of threats within their community, the importance of individual preparedness, and the level of hazard mitigation.

In order to facilitate the use of new outreach technologies, the bulk of the survey was conducted using the Internet, with access provided through existing governmental websites.

Yolo County, Cities of Davis and West Sacramento placed a letter to interested citizens introducing the attached questionnaire on their official web sites with an invitation to fill it out and return it. Davis had 32 responses, West Sacramento had 15 responses. The City of Woodland mailed a copy of the questionnaire with their utility bills and received 889 responses. The City of Winters received 102 responses to the same survey. Yolo County Housing supported the public outreach effort by distributing approximately two thousand of the public participation surveys to their clients. This includes over six hundred landlords, fourteen hundred low income and Section 8 households through out Yolo County.

#### **Integration of Public Input**

Information collected from questionnaires and through interaction with the community at the two public forums was analyzed by the Hazard Mitigation Steering Committee and County OES staff and used to help identify public concern and perceptions on identified threats.

As Plan stake holders developed their individual hazard prioritization matrices, the information from their respective communities was also considered in formulating the hazard list and subsequent analysis of each of those hazards. The result was a listing of High, Moderate and Low Risk Priority natural, technological, and human-conflict hazards that can or could impact the Yolo Operational Area. Out of that general assessment, prioritized mitigation strategies, with identified implementation projects, was developed by inter-jurisdictional consensus.

#### **ELEMENT A.4. REVIEW AND INCORPORATION OF EXITING PLANS**

##### ***Requirement §201.6(b)(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.***

The Global view of hazards in California was provided by the California Hazard Mitigation Plan and the statewide mapping studies created by the California Earthquake Projects, California Geological Survey and Cal EMA, Geographic Information Section. This information is especially relevant to this plan's section on threat and hazard analysis.

The Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan will be used to focus project prioritization. Mitigation projects will be considered for funding through federal and state grant programs, and when other funds are made available through the County and or federal government. The Yolo County Operational Area Disaster Council will be the coordinating agency for project implementation. Individual jurisdictions have the capacity to organize resources, prepare grant applications, and oversee project implementation, monitoring, and evaluation. Coordinating organizations may include local, county, or regional agencies that are capable of, or responsible for, implementing activities and programs. The Yolo County OES Operational Area Coordinator (County OES Manager) will be responsible for mitigation project administration with Yolo County and will assist each submitting jurisdiction named in this plan with their mitigation project administration.

A number of federal, state and local regulations and policies form the legal framework to implement Yolo County's and it's participating jurisdictions hazard mitigation goals and projects. A list of these regulations and plans is presented in the references list at the end of this section.

#### **ELEMENT A.5. PLAN MAINTENANCE PROCESS**

***Requirement §201.6(c)(4)(iii) [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.***

The process of hazard mitigation does not end with the completion, approval, and adoption of this plan. Within the lifespan of this document (5 years), participating local and tribal governments, in conjunction with community-based organizations, will ensure that the mitigation goals and strategies identified are monitored, that plan administration will continue under a collaborative and cooperative umbrella, and that the document itself will be properly maintained.

The Yolo County Office of Emergency Services, as lead coordination agency for hazard mitigation planning within the Yolo OA, and will assist and support the ongoing collaborative efforts of local and tribal governments, through the established Hazard Mitigation Steering Committee.

Specific plan maintenance activities may include:

- Distribution of the Plan to all interested parties, including both written and digital formats.
- Facilitation of regular Hazard Mitigation Steering Committee Meetings.
- Monitoring of OA mitigation project activities and dissemination of status reports.
- Generation of reports relative to plan status, project management, and revision updates to executive leadership.
- Preparations for plan eventual revision and updating.

#### **ELEMENT A.6. CONTINUED PUBLIC INVOLVEMENT**

***Requirement §201.6(c)(4)(i) [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five year cycle.***

The Yolo Operational Area Hazard Mitigation Steering Committee has made the commitment to periodically bring this plan before the public through public meetings and community posting so that citizens may make input as strategies and implementation actions change. Each jurisdiction is responsible for assuring that their citizenry are informed when deemed appropriate by the standing Steering Committee.

## **Element B: Hazard Identification and Risk Assessment**

**Requirement §201.6(c)(2)(i) [The risk assessment shall include a] description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.**

**§201.6(c)(2)(ii) [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. All plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of:**

**§201.6(c)(2)(ii)(A) (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;**

**§201.6(c)(2)(ii)(B) (B) An estimate of the potential dollar losses to vulnerable structures identified in ... this section and a description of the methodology used to prepare the estimate.**

**§201.6(c)(2)(ii)(C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.**

Yolo County is at risk from a variety of potential hazards: natural, technological and human conflict related. Many of these hazards, under the right circumstances, could result in a disastrous impact to the county.

Although an attempt has been made to identify all major hazards and their respective impacts, it must be remembered that we live in a time of emerging threats, and nature, coupled with humankind's ongoing development and tendencies toward violence ensures that the material contained within this document will surely require modification over time.

Risk to natural hazards is a combination of hazard, vulnerability and capability. This section of the MHMP will look at both hazards and vulnerability. The risk assessment process identifies and profiles relevant hazards and assesses the exposure to of lives property and infrastructure to these hazards. The goal of the risk assessment is to estimate the potential losses in Yolo County from a hazard event. This process also allows communities in Yolo County to better understand their potential risk to natural hazards and provides a framework for developing and prioritizing mitigation actions to reduce the risks from future hazard events in Yolo County.

### **HAZARD ANALYSIS PROCESS**

#### **Hazard Identification**

The process of identifying hazards that do, or could potentially affect Yolo County at various levels was the first step in assessing overall risk. Recognizing potentiality required an analysis of known, suspected, and emerging hazards existing within or directly affecting the Yolo OA. Some of the following questions were used to during the analysis:

- What are the known hazards?

- Historical experience and evidence based data
- What are the suspected hazards?
  - Suspected hazards lacking reliable historical or physical evidence
- What are the potentially emerging hazards?
  - Projected or developing hazards consistent with
- What are the elements of the hazard?
  - The criteria inherent within each hazard that defines its characteristics and behavior
- What are the conditions associated with the occurrence of a hazardous event?
- What factors are required for an event to turn hazardous?

In the early meetings with Yolo County and the Steering Committee, data was reviewed from the following sources on hazards affecting the county, those sources were: the Federal and State Disaster Declaration History, the State of California Hazard Mitigation Plan (2010), the Safety Element of the participating jurisdictions, and many more documents as noted in the references section of this plan.

The Planning Team came to agreement on significant hazards to Yolo County. The Planning Team agreed not to address technological (other than Dam and Levee Failure) or human-caused hazards, which are addressed in emergency operations plans for the participating jurisdictions. The following natural hazards and their effects are: Earthquake, Fire, Flood, Severe Weather and Volcanic Activity.

The planning process used the available FEMA tools to evaluate all the possible threats faced. Through the threat analysis process the most probable threats, the most devastating threats and the most significant threats to Yolo County were identified.

Mitigation of the significant hazards facing Yolo County has the side benefit of appreciably enhancing the overall disaster resistance in the community from related threats. For example, the clearing of roads of intrusive vegetation and eliminating a wildfire hazard will also speed the restoration of the road after an earthquake. The effect of mitigation actions carried out is recognized as a synergistic effect.

#### **Geographic Extent and Potential Magnitude**

This section describes the potential severity of a disaster and any secondary events caused by the hazard and the extent or location of the hazard in the operational area. Magnitude is classified by the following:

- **Catastrophic:** More than 50 percent of the operational area affected
- **Critical:** Between 35-50 percent of the operational area affected
- **Limited:** 10-25 percent of the operational area affected
- **Negligible:** Less than 10 percent of the operational area affected

#### **Previous Occurrences**

This section includes information on historic incidents, including impacts, if known. A brainstorming session as the early Planning Team meetings was used to capture

information from participating jurisdictions on past occurrences.

### **Probability of Future Occurrences**

The frequency of past events is used to gauge the likelihood of future occurrences. Based on historical data, the probability of future occurrences is categorized into one of the following classifications:

- **Highly Likely:** Near 100 percent chance of occurrence next year or happens every year
- **Likely:** Between 10 percent and 100 percent chance of occurrence in next year or has a recurrence interval of 10 years or less
- **Occasional:** Between 1 percent and 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years
- **Unlikely:** Less than 1 percent chance of occurrence in next 100 years or has a recurrence interval of greater than every 100 years

The probability, or chance of occurrence, was calculated where possible based on existing data. Probability was determined by dividing the number of events observed by the number of years and multiplying by 100. This gives the percent chance of the event happening in any given year. An example would be three droughts occurring over a 30-year period, which suggests a 10 percent chance of that hazard occurring in any given year.

## **COMMUNITY THREAT RATINGS**

### **Community Risk Assessments**

In the process of rating risks based upon the vulnerability and impact to local jurisdictions, the Yolo Operational Area was divided into two distinct categories: 1) Municipal and tribal government jurisdictions; and 2) County government and unincorporated communities. There are distinct differences in scale, organization, policy, and threat potential associated with both groups, and those variables are represented in the risk rating system used for this plan.

In addition to the community-based risk assessments, local government entities that are not designated jurisdictional, but may operate within either of the two primary groups are represented as stand-alone organizations. Public authorities and special districts, as defined and structured under state law and established within Yolo County, tend to be extra-territorial in their function, and thereby not necessarily limited to location-specific threats.

### **Local & Tribal Government Jurisdictions**

For the purpose of this plan, the following municipal and tribal government jurisdictions have been identified and rated separately as to localized risk:

- City of Woodland (WLD)
- City of Davis (DAV)
- City of West Sacramento (WSC)
- City of Winters (WIN)
- Yocha Dehe Wintun Nation (YDH)
- Yolo County Housing (YCH)

It needs to be recognized that, although risk ratings for identified municipalities were generally confined to established legal boundaries, in many instances vulnerabilities and impacts associated with selected hazards are shared with neighboring unincorporated communities. In these cases, the ratings for both incorporated and unincorporated locations will be similar if not identical, regardless of jurisdictional boundary.

As applied to tribal government risks, the federal designation as sovereign nation state represents a specific area of localized concern that includes trust lands. Tribal government also holds title to other properties, off trust lands that are located within the unincorporated areas of Yolo County. For the purpose of this plan, the risk assessment for trust lands were conducted independent of surrounding unincorporated areas to maintain jurisdictional distinct, although the threats may be identical based upon a shared general locality. See the Community Risk ratings in the Appendices Section of this document.

### Unincorporated Communities

In the process of conducting a risk assessment for unincorporated areas of Yolo County, selected communities, town sites, settlements, and spatially connected neighborhoods and developments were evaluated. The focus was given to assessing risk to areas that were populated, developed, and otherwise potentially impacted by a hazardous event.

Community	Community Designators
Brooks	Town site and surrounding developed and undeveloped non-tribal lands
Capay	Town site and surrounding developed and undeveloped unincorporated lands
Clarksburg	Town site and surrounding developed and undeveloped unincorporated lands
Dunnigan	Town site and surrounding developed and undeveloped unincorporated lands
Elkhorn	Developed and undeveloped unincorporated lands along Old River Road
El Macero	Community development bordering Davis to the east
Esparto	Town site and surrounding developed and undeveloped unincorporated lands
Guinda	Town site and surrounding developed and undeveloped unincorporated lands
Knights Landing	Town site and surrounding developed and undeveloped unincorporated lands
Madison	Town site and surrounding developed and undeveloped unincorporated lands
Monument Hill	Developed unincorporated area that includes Wild Wings and the Woodland airport
Rumsey	Town site and surrounding developed and undeveloped unincorporated lands
Yolo	Town site and surrounding developed and undeveloped unincorporated lands
Zamora	Town site and surrounding developed and undeveloped unincorporated lands

The unincorporated communities designated within this plan represent primary townships and settlements that are represented as such within the Yolo County General Plan. Some latitude was used in designating all such locations, as the value of risk assessment is based upon impacts to concentrated settlements. Within a rural environment, the identification of each and every residential, agricultural, or commercial development is not feasible, as the population densities and potential impacts are hard to differentiate.

In assessing the primary unincorporated communities, the Steering Committee used the following location criteria:

- Is the location identified within the County General Plan?

- Does the location have an identified core, or a significant central point of activity (i.e. airport)
- Is the location part of a named residential or commercial development that contains a concentrated population or at-risk commercial/industrial complex?
- Is the location well separated from adjoining municipalities, or simply an unincorporated extension of that incorporated city?
- Does the location have a specific historical reference?
- Does the location function as a central service area for more disparate and rural settlements?

**Disaster Declaration History**

One method to identify hazards is to look at the events that have triggered federal and/or state disaster declaration that included Yolo County. The following table lists the disaster declarations where Yolo County was designated federal and/or state disaster declarations since the last plan update (2005 to the present).

Hazard Type	Disaster Number	Year	State Declaration	Federal Declaration
Severe Storms, Flooding, Mudslides and Landslides	DR-1628	2006	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hurricane Katrina Evacuations	EM-3248	2005		<input checked="" type="checkbox"/>

**B.1. HAZARD DESCRIPTIONS**

**DAM FAILURE**

**General**

In the area there are six dams, of various types of construction the failure of any one would cause some degree of flooding in Yolo County. Failure of a dam structure may result due to impact from strong ground motion, such as following a major earthquake,

- |                   |                  |
|-------------------|------------------|
| Monticello Dam    | Putah Creek      |
| Indian Valley Dam | Cache Creek      |
| Shasta Dam        | Sacramento River |
| Oroville Dam      | Feather River    |
| Folsom Dam        | American River   |
| Nimbus Dam        | American River   |

**Geographic Extent and Potential Magnitude**

Dam Failure was rated as Catastrophic: more than 50 percent of the operational area affected.

Dam failure is the uncontrolled release of impounded water from behind a dam. Flooding, earthquakes, blockages, landslides, lack of maintenance, improper operation, poor

construction, vandalism, and terrorism can all cause a dam to fail. Dam failure causes downstream flooding that can affect life and property.

California has had about 45 failures of non-federal dams. The failures occurred for a variety of reasons, the most common being overtopping. Other reasons include specific shortcomings in the dams themselves or an inadequate assessment of surrounding geomorphologic characteristics.

California's first notable dam failure was in 1883 in Sierra County, while the most recent failure occurred in 1965. The most catastrophic event was the failure of William Mulholland's infamous St. Francis Dam, which failed in 1928 and killed an estimated 450 people, only slightly fewer than the 1906 San Francisco earthquake. The actual number of dead from the St. Francis Dam failure was likely substantially higher. San Francisquito Canyon, which was flooded in the event, was home to hundreds of transients and illegal immigrants who were never accounted for in the death totals.

Since 1929, the state has supervised all non-federal dams in California to prevent failure for the purpose of safeguarding life and protecting property. Supervision is carried out through the state's Dam Safety Program under the jurisdiction of DWR. The legislation requiring state supervision was passed in response to the St. Francis Dam failure and concerns about the potential risks to the general populace from a number of water storage dams. The law requires:

- Examination and approval or repair of dams completed prior to August 14, 1929, the effective date of the statute
- Approval of plans and specifications for and supervision of construction of new dams and the enlargement, alteration, repair, or removal of existing dams
- Supervision of maintenance and operation of all dams under the state's jurisdiction

The 1963 failure of the Baldwin Hills Dam in Southern California led the Legislature to amend the California Water Code to include within state jurisdiction both new and existing off-stream storage facilities.

Dams and reservoirs subject to state supervision are defined in California Water Code §6002 through §6004, with exemptions defined in §6004 and §6025. In administering the Dam Safety Program, DWR must comply with the provisions of CEQA. As such, all formal dam approval and revocation actions must be preceded by appropriate environmental documentation.

In 1972, Congress moved to reduce the hazards from the 28,000 non-federal dams in the country by passing Public Law 92-367, the National Dam Inspection Act. With the passage of this law, Congress authorized the USACE to inventory dams located in the United States. The action was spurred by two disastrous earthen dam failures during the year, in West Virginia and South Dakota that caused a total of 300 deaths.

The Water Resources Development Act of 1986 (P.L. 99-662) authorized USACE to maintain and periodically publish an updated National Inventory of Dams (NID). The Water

Resources Development Act of 1996 (P.L. 104-303), Section 215, re-authorized periodic updates of the NID by USACE.

The extent of local damage and destruction associated with failure of a major dam will range from catastrophic to marginal. The sudden failure of an earthen or concrete dam of any significant size would result in the release of hundreds of thousands of acre-feet of water, depending upon the level of impoundment at the time of failure. It would be anticipated that areas directly downstream from the face of a failed dam would be immediately inundated and that devastation would be substantial. The further a location is from the dam would result in a reduced impact over time, although geography and the placement of diversionary facilities and other improvements would play a part in how floodwaters would be channeled.

In the following information about the dams, the times and areas given for potential inundation are the best available estimates. Actual inundation times and areas may vary.

**Monticello Dam**

Monticello Dam is a thin arch concrete structure 270 feet high. It impounds a maximum of 1,602,300 acre-feet creating Lake Berryessa in Napa County, 10 miles west of Winters. In the event of failure, Monticello Dam presents a high hazard to downstream areas and extensive loss of life and property would likely occur.

Large uncontrolled water releases into Putah Creek could occur resulting from either a major or partial dam failure, or earthen slides into Lake Berryessa, which could cause overtopping of the dam.

Seismic evaluation of Monticello Dam indicates it could withstand an earthquake of Richter magnitude 6.5 with the epicenter located 0.5 miles from the dam. Thus, the dam is considered secure from such an occurrence. The topography of the lake relative to the size of potential slides makes the possibility of dam overtopping very unlikely. Any landslide that would move into the outlet works or spillway area would be especially dangerous to the dam.

The unstable area adjacent to the dam crest at its contact with the left abutment will be closely monitored by the dam tender during the raining season and after seismic activity. Landslides into the down stream channel could impound water but releases would be expected to be gradual as the new "dam" was eroded away. Severe storms are not expected to cause rapid rises in the water surface of Lake Berryessa.

**Inhabited Areas of Potential Inundation**

<b>Monticello Dam</b>		
<b>Location</b>	<b>Time From Dam Break To Flooding</b>	<b>Response Actions</b>
SR128 & CR87	0 hr. 20 min.	Evacuate, close roads
City of Winters	0 hr. 30 min	Evacuate, close roads
D.Q. University	1 hr. 45 min.	Evacuate campus
Fairfield School (CR98 & Russell Blvd)	2 hr. 30 min.	Evacuate school

<b>Monticello Dam</b>		
City of Davis (west edge)	2 hr. 45 min.	Evacuate
Sutter- Davis Hospital	3 hr. 00 min.	Evacuate
City of Davis (downtown)	3 hr. 30 min.	Evacuate
El Macero (I-80 & Mace Blvd)	4 hr. 15 min	Evacuate, close roads
I-80 & CR105	4 hr. 30 min.	Close roads

**Indian Valley Dam**

Indian Valley Dam is an earth-filled dam producing a lake of 359,000 acre-feet storage capacity (maximum). The dam is located in Lake County, northwest of Yolo County, on the North Fork of Cache Creek. Depending upon the rate of discharge following dam failure the area of potential inundation extends along the Cache Creek all the way to the I-80 and the Yolo Bypass. The extent of downstream flooding will be dependent upon

**Inhabited Areas of Potential Inundation**

<b>Indian Valley Dam</b>		
Location	Time From Dam Break To Flooding	Response Actions
Cache Creek along stream channel from dam to Rumsey	0 hr. 00 min to 1 hr. 59 min	Evacuate recreationists to high ground
SR120 & Long Valley Rd (Lake County)	0 hr. 31 min.	Evacuate, close roads
SR16 where it parallels Cache Creek	1 hr. 34 min to 8+ hr. (depending on location)	Evacuate, close roads
Cache Creek Canyon Regional Park	1 hr. 40 min.	Evacuate recreationists to high ground
Camp Haswell (Boy Scouts of America)	1 hr. 52 min.	Evacuate to high ground
Rumsey	1 hr. 59 min.	Evacuate town to high ground
Guinda	2 hr. 24 min.	Evacuate town to high ground
Tancred	3 hr. 04 min.	Evacuate town to high ground
Brooks	3 hr. 25 min.	Evacuate town to high ground
Capay	4 hr. 00 min.	Evacuate town to high ground
Esparto	4 hr. 00 min.	Evacuate town to high ground
Madison	5 hr. 00 min.	Evacuate town to high

Indian Valley Dam		
		ground
I-505	5 hr. 00 min.	Evacuate residents in the area to high ground, close road
CR94B	5 hr. 30 min.	Evacuate residents in the area to high ground, close road
I-5 at Yolo	7 hr. 00 min.	Evacuate town to high ground, close road
SR113 north of I-5	7 hr. 30 min.	Evacuate residents in the area to high ground, close road
SR113 south of I-5	8 hr. 00 min.	Evacuate residents in the area to high ground, close road
Woodland	8 hr. 00 min.	Evacuate north and west residents to the south
I-80 at Davis	9 hr. 00 min.	Evacuate east, north, and west residents to the south
I-80 at Yolo Bypass	10 hr. 48 min.	Evacuate, close road

**Shasta Dam**

Shasta Dam is a concrete gravity dam. The reservoir (Lake Shasta) has a maximum storage capacity of 4,552,000 acre-feet. The dam is located in Shasta County north of Summit City. Dam failure would result in varying degrees of inundation to eastern and northeastern Yolo County.

**Inhabited Areas of Potential Inundation**

Shasta Dam		
Location	Time From Dam Break To Flooding	Response Actions
North County Line, with Colusa County	6 days 00 hr.	Evacuate to high ground, close roads
Knights Landing	7 days 22 hr.	Evacuate to high ground, close roads
City of West Sacramento	10 days 05 hr.	Evacuate entire city to high ground, close roads
Clarksburg	Not specified	Evacuate, close roads

**Oroville Dam**

Oroville Dam is an earth-filled dam. The reservoir (Oroville Lake) has a maximum storage capacity of 3,500,000 acre-feet. The dam is located in Butte County, northeast of Yolo County, above the Sacramento River.

**Inhabited Areas of Potential Inundation**

<b>Oroville Dam</b>		
Location	Time From Dam Break To Flooding	Response Actions
Knights Landing	16 hr. 00 min.	Evacuate and close roads
City of West Sacramento	23 hr. 15 min.	Evacuate entire city and close roads
Clarksburg	27 hr. 30 min.	Evacuate and close roads

**Folsom Dam**

Folsom Dam is a concrete and earth dam. The lake has a maximum storage capacity of 977,000 acre-feet. The dam is located in Sacramento County, east of Yolo County on the American River.

Dam failure would result in some degree of inundation to areas of Yolo County bounded on the west by the west levee of the Yolo Bypass, on the north by a point on Old River Road one-half mile south of Kiesel Crossing and on the south by the county line.

***Inhabited Areas of Potential Inundation***

<b>Folsom Dam</b>		
Location	Time From Dam Break To Flooding	Response Actions
Bradshaw Road at the American River	2 hr. 05 min.	Not specified
Perkins	3 hr. 30 min.	Not specified
City of West Sacramento	5 hr. 00 min to 6 hr. 00 min.	Warn, evacuate
Borges Clarksburg Airstrip	8 hr. 30 min.	Warn, evacuate
South County Line	15 hr. 30 min.	Close roads

**Nimbus Dam**

Nimbus Dam is a concrete gravity dam. The reservoir (Lake Natoma) has a maximum storage capacity of 8,760 acre-feet. The dam is located in Sacramento County, east of Yolo County. All actions relating to a failure of Nimbus Dam would be identical to those required by a failure of Folsom Dam except the resulting inundation would be less severe.

**Previous Occurrences**

None.

**Probability of Future Occurrences**

There are no specific local government mitigation actions relating to a possible failure of any of the dams affecting Yolo County. Dam safety is a comprehensive and long-term process that continues throughout the life span of any dam. Appropriate site maintenance,

continuous inspection and monitoring, and implementation of periodic site improvements will improve the safety of most dam facilities.

From a local perspective, any mitigation efforts would be directly related to down stream flood plain management activities, which would include land use regulations, engineered flood control improvements, flow-monitoring devices, and other activities not directly associated with the dam itself.

The probability of future occurrences based on history is Unlikely: less than 1 percent chance of occurrence in the next 100 years or has a recurrence interval of greater than every 100 years.

## **EARTHQUAKE**

### **General**

Earthquake activity is characterized by a sudden, unpredictable movement in the earth's subsurface structure, usually associated with the shifting of tectonic plates that result in severe ground motion and surface deformation.

### **Geographic Extent and Potential Magnitude**

Earthquake was rated as Catastrophic: More than 50 percent of the operational area affected for each jurisdiction by the Hazard Mitigation Steering Committee.

There are several faults known to exist within Yolo County. They are in the Midland Fault Zone and the Capay Valley area. The Midland Fault Zone is located between the City of Winters and the Coast range in the southwestern portion of the county. Two concealed faults are located within this zone.

Within the Capay Valley area, two major faults border the valley in the Capay Hills. The Sweitzer Fault is located just below the ridgeline of the Capay Hills paralleling the valley. The Eisner Fault is located at the upper end of the Capay Valley just below the Sweitzer Fault. Sweitzer is a thrust fault in nature. The remainder of the known faults located within the immediate area, are on the western and northwestern border of Yolo County in the Blue Ridge and Rocky Ridge Hills.

No known faults are located under any of the major inhabited areas of the county. The existing faults are a result of the faulting and folding in development of the Blue Ridge and Rocky Ridge formations. Many major faults lie to the west of Yolo County whose movement could affect Yolo County.

### **City of Winters**

The Midland fault zone is located between the City of Winters and the Coast Range in the southwestern part of the county. Two concealed faults are located within this zone. Within the Capay valley area, two major faults border the valley in the Capay Hills.

### **City of Woodland**

The primary seismic and geologic hazards affecting Woodland include earthquake and expansive soils. Generally flat in topography, Woodland does not face risks from landslides or seiches.

Earthquakes occur infrequently, but can inflict major damage. In the 1890's, Woodland experienced moderate building damage from an earthquake. Since then, the city has experienced ground shaking from earthquakes in the area, but no major damage. Modern building construction codes require that buildings be designed to resist stresses produced by lateral forces caused by winds and earthquakes. ~ City of Woodland General Plan

#### **City of Davis**

No earthquake faults run through the Davis area, although the San Andreas Fault system is to the west and the Western Sierra fault system is to the east. Numerous quakes along these faults have been felt in Davis. Major quakes occurred in 1833, 1968, 1892, 1902, 1906 and most recently in 1989, but Davis suffered no significant damage. The Office of Planning and Research has placed the Davis area in Seismic Activity Zone II, which indicates that the maximum intensity of an earthquake would be VII or VIII on the Modified Mercalli Intensity Scale. An earthquake of such magnitude would result in "slight damage in specifically designed structures; considerable in ordinary substantial buildings, with partial collapse; great in poorly built structures." The Uniform Building Code places all of California in the zone of greatest earthquake severity because recent studies indicate high potential for severe ground shaking. ~ City of Davis General Plan



#### **City of West Sacramento**

West Sacramento is located in one of the least active seismic regions in California. According to existing geologic information, there are no known or inferred faults within West Sacramento. The nearest known faults are generally located west to southwest of West Sacramento. The Midland fault zone is located approximately 18 miles southwest, the Greenville fault is situated about 40 miles southwest, and the Rodgers Creek fault is approximately 65 miles west of West Sacramento. Because these faults are reported to have had horizontal displacements in the past, they are considered potentially active.

The active faults nearest to West Sacramento are the Calaveras (50 miles east), the Hayward (60 miles west), and the San Andreas (80 miles west)... The critical earthquake for West Sacramento would originate at the nearest point of the Midland or Dunnigan Hills faults west of West Sacramento.

West Sacramento has experienced a relatively low level of historic seismic activity. While the area has not been the source of quakes in recent geologic time, activity in neighboring regions suggests that the West Sacramento area could be affected by future activity in those regions. ~ West Sacramento General Plan

In addition to the standard seismic risk, there are four major areas where seiches (seismically generated waves) could occur during major seismic activity which would affect Yolo County. These include:

- Lake Berryessa, where the effects could be felt along Putah Creek.
- The Sacramento River, which could impact bordering communities.
- The Yolo Bypass, when the bypass is filled with water.
- Lake Washington Harbor and the West Sacramento Deep Water Channel, the Port of West Sacramento and nearby communities would be affected.

### **Previous Occurrences**

By California standards, Yolo County is in a low earthquake probability zone. However for the county and its jurisdictions earthquake pose a high risk due to its secondary effects. The most recent recorded earthquakes appear to have occurred in the late 1800's. Yolo County history books reference one such quake as causing swaying in Woodland with no reference to property damage. Winters and Davis, however, did experience structural damage to buildings from an 1892 earthquake whose epicenter was northwest of Winters, in Napa County. Notwithstanding, the existence of known fault lines in Yolo County indicate future earthquakes will occur. Further, significant earthquakes outside the county have occurred in areas with previously undetected fault lines.

### **Impact**

The impact from any moderate to large-scale seismic event, occurring within or on the periphery of Yolo County, could produce an assortment of conditions that would adversely affect public health and safety, critical infrastructure, and economic well-being throughout the area.

### **Seismic Ground Response**

Most of Yolo County's development and population are located in areas of moderate to moderately low damage susceptibility. Major landslides, settling and tilting buildings on level ground, and failure of water retaining structures have been observed as a result of liquefaction. Local ground conditions vary. Sound structures on firm, dry alluvium typically perform well, but water-saturated areas are potentially hazardous. Underground components of utility systems are often extensively damaged during significant earthquakes. Pipelines for domestic and fire fighting water, sewer service, gas, and for electrical services and communications can be shattered. Aboveground transmission and distribution systems are also susceptible to earthquake damage, but they are usually easier and less expensive to restore than the underground installations.

Transportation facilities are vulnerable to earthquakes. Roads and streets are easily blocked, and are often buckled and broken, but emergency routes can be readily improvised. The major roadways within the county are State Route 113, US Highway 50, and Interstates 5, 80 and 505. The interchanges of freeways and similar installations (bridges and overpasses) are often damaged but not readily restored. A major earthquake affecting Yolo County would be expected to cause widespread damage to its transportation systems.

Critical industrial facilities are of special concern because of potential hazardous materials spillage or critical industrial process disruption. Many forms of hazardous materials are present in Yolo County. They are present in permanent storage locations, roadway and railway transport mediums, long-distance pipelines and at various industrial and agricultural application sites. The County's location, astride major rail and highway

transportation routes and its service as an agriculture center, indicate the potential for serious hazardous material incidents in the event of a major earthquake.

### Ground Failure and Landslide Hazards

The major geologic hazards in Yolo County, aside from earthquake rupture and direct effects of ground shaking, are unstable hill slopes. Slopes may suffer landslides, slumping, soil slips, and rockslides. Reclaimed wetlands, whether filled or not, experience amplified lateral and vertical movements that can be damaging to structures, utilities, and



transportation routes and facilities. During non-earthquake conditions, landslides most frequently occur during the rainy season.

Important effects of ground failure, in addition to direct life and structure loss and injuries, include loss of access for emergency services and repairs at important facilities, which are accessed by traversing unstable ground and the potential release of hazardous materials from containment facilities.

Although landslides due to slope failure are most frequent in "wet years" with above-average rainfall, they can occur anytime. Landslides may also occur on slopes of 15% or less; however, the probability is greater on steeper slopes, with old landslide deposits being the

most likely to experience failure. Slope failures are not expected to produce a disaster affecting a large number of people. Rather, there is a persistent risk of damage to public and private property at isolated locations.

Whether a landslide will or will not occur presently cannot be predicted. Land which has a history of movement is believed to be generally more slide-prone, and also more sensitive to man-induced changes, such as grading, watering, removing or changing the type of vegetation, and changing drainage patterns, among many other factors.

### Probability of Future Occurrences

Based on the earthquake shaking potential for Yolo County, the proximity to the Bay Area and the history of shaking the probability of damaging seismic ground shaking in Yolo County and its jurisdictions is **Occasional**: Between 1 percent and 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.

### ENVIRONMENTAL EMERGENCY

#### General

This hazard category is defined by those naturally occurring events that are environmentally or meteorologically initiated, and have either a long-term rate of occurrence or occur with regular frequency. Their impacts, although normally not considered of an exigent nature, have the capacity to present significant challenges to Yolo County is the areas of public safety, economic vitality, environmental quality, and other social consequences.

## **Geographic Extent and Potential Magnitude**

### Air Pollution

Located within the Sacramento Valley, Yolo County is at risk for accumulation of unhealthy levels of air pollution. This pollution can come from a variety of sources, including vehicle exhaust and fires, both wildland and industrial. In the event the air pollution is found to be at emergency levels, mitigation will likely consist of restriction of movement outdoors. Likely, there will be increased visitation to hospitals.

### Drought

Periods of drought have followed years in which both the prevailing weather phenomena were El Nino and La Nina. Drought cycles appear to be every 7 – 11 years. During periods of drought, emergency response measures will consist of land use planning practices consistent with water conservation goals and various water conservation measures. There will also be increased risk of wildland fires.

### Infestation

Being a predominantly agricultural area, Yolo County is at significant risk from the onslaught of infestation from crop destroying insects and other vectors. The massive movement of a variety of insects with voracious appetites can destroy entire regions of cultivated farmland, laying waste to an entire year's production in a few weeks. Although great strides have been made in eradication of pests and vectors, there remains the overriding possibility that the county could be visited by a large swarm of crop destroying insects.

## **Impact**

### Air Pollution Incidents

An air pollution emergency is essentially a public health concern. Air quality standards can deteriorate overnight, causing problems for the young, elderly and individuals with pre-existing respiratory ailments. Air pollution is also detrimental to crops, livestock, and even affects the lifespan of equipment and systems that are degraded due to the exposure to pollutants.

### Extended Drought Conditions

Generally, extended drought events present a major economic impact, especially in areas heavily involved in agricultural production or industrial processes. Moreover, if the drought is long-term, potable water supplies may dwindle, resulting in the need for rationing, importation of emergency water supplies and other mitigation strategies. Long-term impacts may also include the destruction of essential ground cover, economic losses from reduced retail sales and even depopulation as residents move to areas with a more reliable water supply.

### Infestation

The most probable consequence of infestation is crop loss, resulting in economic disaster to the agricultural industry. Loss of crops may result in the closure of farms, workforce layoffs, substantially lower revenue, and a greater reliance on funding relief. Insect swarms have also been known to down aircraft, interrupt power distribution, harass livestock, contaminate open water sources, and disrupt traffic.

## **Previous Occurrences**

None

### **Probability of Future Occurrences**

Based on the previous occurrences of this disaster type there is an Occasional: Between 1 percent and 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.

### **FIRE**

#### **Geographic Extent and Potential Magnitude**

Fires were rated by the Hazard Mitigation Steering Committee as **Catastrophic**, with more than 50 percent of the operational area affected.

Fire is of concern to the county, not only for its destructive tendencies, but also because of the potentially dangerous smoke produced. Fires can occur as a result of system failure (downed power lines), human action (arson), natural occurrence (lightning strike), accidental (i.e. hazardous materials, motor vehicle accident, industrial explosion, etc.).

During the fire season, generally July through September, Yolo County and its municipalities are called upon to fight a large number of vegetation fires, especially along the major highways and railways that are interspersed throughout the county. Generally, most of the fires do not damage structures, however, fires that are fanned by hot north winds, during extremely low humidity and fed by brittle, dry grass and vegetation can quickly get out-of-hand and threaten nearby structures and facilities.

The interface of residential and business development near highways that have dry, unmowed vegetation along medians and shoulders are especially vulnerable.

#### **Levels of Wildland Fire Protection Services**

Fire suppression in Yolo County is provided by fire districts (many of which are staffed by volunteers) as well as the cities that provide fire protection services.

The history of California wildfires indicates that the following trends will continue. Risk from wildfire to life, property, natural resources, and firefighter safety is increasing. Population will grow and more people will live and use wildland areas, especially in the Central Sierra and in the Southern California counties of Riverside, San Bernardino and San Diego.

- Topography and climate support ecosystems where large wildfires can be expected.
- Drought and fuel moisture conditions will be unpredictable but almost always dangerous in fire season.
- More structures will be constructed in areas that are very susceptible to wildfire.
- Historical legacy of narrow roads, difficult entrance, insufficient water supplies, flammable building construction and location that make many communities and homes wildfire-prone still exists.
- Public demand for wildland fire protection and other services will increase.
- Deteriorating forest health, increasing fuel loads and other factors have led to more intense, destructive wildfires; unabated, this pattern will continue.
- Assets at risk will increase, especially watershed assets, because of the rapid rise in the demand for water to supply more people. Based on population projections, the potential for accelerating loss of protected assets, especially life and property, will be greater from disastrous wildfires.

Large wildfires do not respect political or property boundaries. Historically, a strength of California's firefighting agencies is found within a concept of mutual cooperation at the federal, state, and local levels of government. Day-to-day mutual aid for initial attack, as well as a statewide mutual-aid system for fire disasters, is the basis of this cooperation and coordination. The ability to rapidly mobilize, effectively deploy and support large numbers of specialized firefighting resources is essential to cope with large multiple fires. Hence, the California Department of Forestry (CDF), in cooperation with other fire agencies, must maintain infrastructure, including communications and capital improvements necessary to facilitate such a response.

Fire protection forces in California must have sufficient depth to respond to large, multiple wildfires and still prevent other small fires from becoming large damaging fires. CDF plays a key role in supplying and coordinating such forces; it should maintain and enhance this ability. The 1985 Fire Plan includes a model to provide adequate depth of resources that show CDF needing 96 additional engines and 825 personnel for managing large fires using the Incident Command System. There is a greater need today as reflected in the California Fire Plan.

#### **Wildland Fire Protection Fiscal Issues**

Multi-year fiscal problems are occurring at all governmental levels, constraining the availability of funding to address the increasing workload, costs and losses of the California wildland fire protection system.

The increasing number of structures and people in California wildlands and the growing importance of the state's natural resources create a growing demand to fund additional wildland fire protection services for both the structures and the wildland resource assets.

The primary fiscal responsibilities for the initial attack responsibilities: (1) for federal wildland fire protection are the federal taxpayers, (2) for privately owned wildland fire protection are the state taxpayers, and (3) for structure fire protection in wildland areas are the local taxpayers. However, during the annual fire season, the state and federal taxpayers provide a minimum level of structural fire protection that is incidental to their primary missions of wildland fire protection. Similarly, in most wildland areas, local taxpayers provide year-round wildland fire protection on both state and federal responsibility areas that is incidental to the local government primary mission of structural fire protection.

Over the last decade, part of the increased costs for additional initial attack wildland resource protection and structural protection have been funded by local taxpayers through property taxes, fire district fees and volunteer firefighters. However, when a wildland fire overwhelms local resources and reaches a major fire status, both the state and the federal taxpayers pay for the costs of wildfires, structure protection, and the resulting disaster relief.

For the local taxpayers, the following continue to increase: (1) the structural values and number of people being protected on wild lands, (2) the costs of wildland and structure initial attack fire suppression funded at the local levels, and (3) the losses from the extended attack and larger fires.

For state and federal taxpayers, the following will continue to increase: (1) extended and large fire emergency fund expenditures for wildland fires, (2) protecting structures during

initial attack and extended attack fires, and (3) state and federal agency disaster expenditures for damages to wildland resources and structures.

Health and Safety Code Section 13009 allows for recovery of fire suppression costs which, when obtained, be placed back into the state's general fund rather than invested in a pre-fire management program.

There is a direct relationship between reduced expenditures for pre-fire management and suppression and increased emergency fund expenditures, disaster funding, and private taxpayers expenditures and losses. Reduction of pre-fire management or suppression resources allows more fires to become major disastrous fires. Major fires create additional suppression and disaster relief costs at all levels of government and increase citizen and business losses.

According to representatives of the insurance industry that insures structures in California wildland areas, (1) the insurer average costs and losses are about \$1.09 for each \$1.00 received in premiums, and (2) the urban dwellers are subsidizing the wildland homeowner through service-wide rating schedules.

#### **Fire-Safe and Land Use Planning**

Population increases in wildland areas have raised strategic concerns about wildfire protection. Clearance laws, zoning, and related fire safety requirements implemented by state and local authorities need to address these factors:

- **Fire-resistant construction standards:** We can no longer view a wildland fire as affecting only watershed, wildlife and vegetation resources; we must now consider their effect on people and their structures. Further, this increase in people and structures have provided increasing ignition sources for fire, which, due to their proximity, can spread into the wildland. Building construction standards that encompass such items as roof covering, opening protection and fire resistance are designed to both protect the structure from external fires and to contain internal fires for longer periods.
- **Hazard reduction near structures (defensible space):** The public image of defensible space as part of pre-fire management should be expanded to include such immediate benefits as improved aesthetics, increased health of large remaining trees and other valued plants, and enhanced wildlife habitat. The use of defensible space that provides landscape naturalness, along with its compatibility with wildlife, water conservation and forest health, should be emphasized.
- **Infrastructure:** Effective fire protection in the inter-mix cannot be accomplished solely through the acquisition of equipment, personnel and training. The area's infrastructure also must be considered during the formulation of development plans. Specific fire hazard areas should be evaluated and reasonable safety standards adopted, covering such elements as adequacy of nearby water supplies, routes or throughways for fire equipment, addresses and street signs, and maintenance. The ultimate objectives for fire-safe planning and construction are (1) improve the ability of communities and other high value assets that will survive a large, high intensity wildfire with minimal fire suppression effort and (2) provide for improved citizen and firefighter safety.

According to this map by the California Department of Forestry, the western quarter of Yolo County poses the greatest risk of danger from Wild Fire. Generally the topography in this area is foothills from the mountains containing Lake Berryessa.

### **City of Woodland**

Structural and wildland fire hazards can threaten life and property in Woodland. Wildland fires resulting from either natural or manmade causes occur in forest, brush, or grasslands, so the threat is minimal in Woodland, although vacant lots and fallow agricultural areas with weeds can be fire hazards. Structural fires usually result from manmade causes and can spread easily. Structural fire hazards are greatest in those structures built before building and fire codes were established. Chapter 8.C of the City of Woodland General Plan (Dec 17, 2002) describes the Goal and Policies to minimize the risk of loss of life, injury, and damage to property and watershed resources resulting from unwanted fires.

### **City of Davis**

The Fire Department provides emergency and non-emergency services. The non-emergency services are provided to attempt to prevent an emergency response. Non-emergency services include plan checking, construction inspection services, fire and life safety inspections, fire code investigations, public education and weed abatement. Emergency services include fire response, emergency medical response, hazardous materials response and public assistance.

### **City of West Sacramento**

Fire is of concern to the city, not only for its inherent destructiveness, but also because of the potentially dangerous smoke produced. Fires can occur as a result of system failure (downed power lines), human action (arson), natural occurrence (lightning strike), accidental (i.e. hazardous materials, motor vehicle accident, industrial explosion, etc.).

Major fires, whether involving structures or wildland areas, may result in significant risk to life and property. Rapid moving fires in structures or grasslands can quickly overwhelm firefighting efforts, resulting in possible danger to life safety. Farm animals in pastures are at risk unless they can be moved or protected. Power lines and other infrastructure may also be at risk and can be heavily damaged when exposed to major fire activity. Smoke resulting from nearby fires can have serious public health effects.

### **Smoke Hazards as a Result of Wildland Fires**

Smoke is composed primarily of carbon dioxide, water vapor, carbon monoxide, particulate matter, hydrocarbons and other organic chemicals, nitrogen oxides, trace minerals and several thousand other compounds. The actual composition of smoke depends on the fuel type, the temperature of the fire, and the wind conditions. Different types of wood and vegetation are composed of varying amounts of cellulose, lignin, tannins and other polyphenolics, oils, fats, resins, waxes and starches, which produce different compounds when burned.

Particulate matter is the principal pollutant of concern from wildfire smoke for the relatively short-term exposures (hours to weeks) typically experienced by the public. Particulate matter is a generic term for particles suspended in the air, typically as a mixture of both solid particles and liquid droplets. Particles from smoke tend to be very small - less than one micrometer in diameter. For purposes of comparison, a human hair is about 60 micrometers in diameter. Particulate matter in wood smoke has a size range near the

wavelength of visible light (0.4 – 0.7 micrometers). Thus, smoke particles efficiently scatter light and reduce visibility. Moreover, such small particles can be inhaled into the deepest recesses of the lung and are thought to represent a greater health concern than larger particles.

Another pollutant of concern during smoke events is carbon monoxide. Carbon monoxide is a colorless, odorless gas, produced by incomplete combustion of wood or other organic materials. Carbon monoxide levels are highest during the smoldering stages of a fire. Other air pollutants, such as acrolein, benzene, and formaldehyde, are present in smoke, but in much lower concentrations than particulate matter and carbon monoxide.

The effects of smoke range from eye and respiratory tract irritation to more serious disorders, including reduced lung function, bronchitis, exacerbation of asthma, and premature death. Studies have found that fine particles are linked (alone or with other pollutants) with increased mortality and aggravation of pre-existing respiratory and cardiovascular disease. In addition, particles are respiratory irritants, and exposures to high concentrations of particulate matter can cause persistent cough, phlegm, wheezing and difficulty breathing. Particles can also affect healthy people, causing respiratory symptoms, transient reductions in lung function, and pulmonary inflammation. Particulate matter can also affect the body's immune system and make it more difficult to remove inhaled foreign materials from the lung, such as pollen and bacteria. The principal public health threat from short-term exposures to smoke is considered to come from exposure to particulate matter.

Wildfire smoke also contains significant quantities of respiratory irritants. Formaldehyde and acrolein are two of the principal irritant chemicals that add to the cumulative irritant properties of smoke, even though the concentrations of these chemicals individually may be below levels of public health concern.

### **Sensitive Populations**

Most healthy adults and children will recover quickly from smoke exposures and will not suffer long-term consequences. However, certain sensitive populations may experience more severe short-term and chronic symptoms from smoke exposure. Much of the information about how particulate matter affects these groups has come from studies involving airborne particles in cities, though a few studies examining the effects of exposure to smoke suggest that the health effects of wildfire smoke are likely to be similar. More research is needed to determine whether particles from wildfires affect susceptible subpopulations differently.

Individuals with asthma and other respiratory diseases: Levels of pollutants that may not affect healthy people may cause breathing difficulties for people with asthma or other chronic lung diseases. Asthma, derived from the Greek word for panting, is a condition characterized by chronic inflammation of the airways, with intermittent bronchial-constriction and airflow obstruction, causing shortness of breath, wheezing, chest tightness, coughing, sometimes accompanied by excess phlegm production. During an asthma attack, the muscles tighten around the airways and the lining of the airways becomes inflamed and swollen, constricting the free flow of air. Because children's airways are narrower than those of adults, irritation that would create minor problems for an adult may result in significant obstruction in the airways of a young child. However, the highest mortality rates from asthma occur among older adults. Individuals with chronic obstructive pulmonary disease (COPD), which is generally considered to encompass emphysema and chronic

bronchitis, may also experience a worsening of their conditions because of exposure to wildfire smoke. Patients with COPD often have an asthmatic component to their condition, which may result in their experiencing asthma-like symptoms. However, because their pulmonary reserve has typically been seriously compromised, additional bronchial-constriction in individuals with COPD may result in symptoms requiring medical attention. Epidemiological studies have indicated that individuals with COPD run an increased risk of requiring emergency medical care after exposure to particulate matter or forest fire smoke. Exposure to smoke may also depress the lung's ability to fight infection. People with COPD may develop lower respiratory infections after exposure to wildfire smoke, which may require urgent medical care as well. In addition, because COPD is usually the result of many years of smoking, individuals with this condition may also have heart disease, and are potentially at risk from both conditions.

**Individuals with airway hyper-responsiveness:** A significant fraction of the population may have airway hyper-responsiveness, an exaggerated tendency of the bronchi and bronchioles to constrict in response to respiratory irritants and other stimuli. While airway hyper-responsiveness is considered a hallmark of asthma, this tendency may also be found in many non-asthmatics, as well; for example, during and following a lower respiratory tract infection. In such individuals, smoke exposure may cause bronchial-spasm and asthma-like symptoms.

**Individuals with cardiovascular disease:** Diseases of the circulatory system include, among others, high blood pressure, cardiovascular diseases, such as coronary artery disease and congestive heart failure, and cerebro-vascular conditions, such as atherosclerosis of the arteries bringing blood to the brain. These chronic conditions can render individuals susceptible to attacks of angina pectoris, heart attacks, sudden death due to a cardiac arrhythmia, acute congestive heart failure, or stroke. Cardiovascular diseases represent the leading cause of death in the United States, responsible for about 30 to 40 percent of all deaths each year. The vast majority of these deaths are in people over the age of 65. Studies have linked urban particulate matter to increased risks of heart attacks, cardiac arrhythmias, and other adverse effects in those with cardiovascular disease. People with chronic lung or heart disease may experience one or more of the following symptoms: shortness of breath, chest tightness, pain in the chest, neck, shoulder or arm, palpitations, or unusual fatigue or lightheadedness. Chemical messengers released into the blood because of particle-related lung inflammation may increase the risk of blood clot formation, angina episodes, heart attacks and strokes.

**The elderly.** In several studies researchers have estimated that tens of thousands of elderly people die prematurely each year from exposure to particulate air pollution, probably because the elderly are more likely to have pre-existing lung and heart diseases, and therefore are more susceptible to particle-associated effects. The elderly may also be more affected than younger people because important respiratory defense mechanisms may decline with age. Particulate air pollution can compromise the function of alveolar macrophages, cells involved in immune defenses in the lungs, potentially increasing susceptibility to bacterial or viral respiratory infections.

**Children.** Children, even those without any pre-existing illness or chronic conditions, are considered a sensitive population because their lungs are still developing, making them more susceptible to air pollution than healthy adults. Several factors lead to increased exposure in children compared with adults: they tend to spend more time outside; they

engage in more vigorous activity, and they inhale more air (and therefore more particles) per pound of body weight. Studies have shown that particulate pollution is associated with increased respiratory symptoms and decreased lung function in children, including symptoms such as episodes of coughing and difficulty breathing. These can result in school absences and limitations of normal childhood activities.

**Pregnant women.** While there have not been studies of the effects of exposure to wildfire smoke on pregnancy outcomes, there is substantial evidence of adverse effects of repeated exposures to cigarette smoke, including both active and passive smoking. Wildfire smoke contains many of the same compounds as cigarette smoke. In addition, recent data suggest that exposures to ambient air pollution in cities may result in low birth weight and possibly other, more serious adverse reproductive effects. Therefore, it would be prudent to consider pregnant women as a potentially susceptible population as well.

**Smokers.** People who smoke, especially those who have smoked for many years, have already compromised their lung function. However, due to adaptation of their lungs to ongoing irritation, smokers are less likely to report symptoms from exposure to irritant chemicals than are nonsmokers. However, they may still be injured by wildfire smoke. Therefore, some smokers may unwittingly put themselves at greater risk of potentially harmful wildfire smoke exposures, believing that they are not being affected.

#### **Hazards Associated Cleanup of Wildland Fires**

Heat sources may remain as a result of smoldering wood or other debris that could reignite if contact is made with a combustible material or if oxygen becomes available. Workers and employers must therefore take extra precautions.

Cleanup activities may involve walking on unstable surfaces such as construction debris, trees and other vegetation. Piles of debris and other unstable work surfaces create a risk for traumatic injury from slips, falls, puncture wounds from nails and sharp objects, and collapsing materials. Extreme caution is necessary when working on these surfaces. Protective equipment, such as hard hats, safety glasses, leather gloves, and steel toe boots should be considered to minimize the risk of injury.

Cleanup workers are at risk for developing serious musculoskeletal injuries to the hands, back, knees, and shoulders. Special attention is needed to avoid back injuries associated with manual lifting and handling of debris and building materials.

Cleanup workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting.

Fires can rearrange and damage natural walkways, as well as sidewalks, parking lots, roads, and buildings. Never assume that fire-damaged structures or ground are stable. Buildings that have been burned may have suffered structural damage and could be dangerous.

Fires to commercial and residential buildings and water used to fight the fire can dislodge tanks, drums, pipes, and equipment, which may contain hazardous materials such as pesticides or propane. Containers may be damaged by fire and heat.

All of these concerns (suppression efforts, damage and destruction of structures and facilities, smoke injuries to citizens, and the cost of clean-up and associated hazards to firefighters and workers) along with the threat of flooding and erosion to areas swept by fire add to the cost of fire protection and suppression for Yolo County and its municipalities.

#### **Previous Occurrences**

Most wildland fires in Yolo County are quickly contained due to rapid reporting and response, but if this first effort fails, a wild fire can get very big very fast. Such fires can require extensive firebreaks and/or a weather change for containment.

The most notable recent fire in Yolo County was in October 2006 when 11,000 acres of rangeland, destroyed three houses and six vehicles, and damaged three or four houses plus 15 barns and outbuildings. More than 300 animals, mainly sheep, had to be put down as a result of injuries suffered when the fire roared across their pasture. The total animal death toll is estimated to top 500. No human lives were lost. High winds blew a fire west of Capay near County Road 82B and Highway 16 to about 1,000 acres before it was contained. There were two other fires, near Interstate 505 and County Roads 12A and 14, that merged together and grew to 10,000 acres before being contained to the south at Cache Creek.

#### **Probability of Future Occurrences**

The probability of future wildland fires in Yolo County is Occasional: between 1 percent and 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.

#### **FLOOD**

##### **General**

Flooding occurs when water flow increases at a rate that exceeds the soils ability to absorb it through percolation over a short period of time; or the capacity of natural or manmade flood control structure (i.e. levee, canal, trough, etc.) is exceeded allowing water to escape and spread across low lying areas. Flooding may occur from locally heavy rainfall or as a result of heavy runoff being channeled into Yolo County from distant sources along established rivers and canals.

##### **Geographic Extent and Potential Magnitude**

Flood was rated as a Catastrophic: more that 50 percent of the operational area affected for each jurisdiction by the Hazard Mitigation Steering Committee.

Flooding is an ongoing issue within Yolo County. Seasonal rains, coupled with a dependence on levees to protect low lying areas places the county at risk from periodic widespread flooding. The existence of local river systems (i.e. Cache Creek, Putah Creek, etc.) also contributes to the problem of localized flooding on a periodic basis. Finally, the eastern border of the county is flanked by a major levee system that contains the Sacramento River. Failure of any segment of that levee system during periods of major stream flow could prove disastrous to large segments of Yolo County.

Flooding is the most common hazard occurring in the State of California. Heavy rains and rains associated with severe thunderstorms cause local flooding. The flooding that occurs in the State of California may be divided into three specifically named types:

- Channel Flooding.

- Lateral channel migration during major flows, which results in abrupt changes in the horizontal alignment or location of the channel;
- Localized channel bed and bank-scour; and
- Over-bank flow inundation.

### **Sheet Flooding**

Characteristics include channels that have minimal capacity, water flowing across broad areas at relatively shallow depths, and gently sloping terrain. Damage is caused by flooding, localized scour, and deposition of extensive amounts of sediments and debris typically associated with sheet flow. If the depth of the water is high enough, water may flow through residential areas and structures. One of the most dangerous aspects of sheet flooding is that the opportunity for evacuation through roadway access is lost.

### **Alluvial Fan and Distributary Flooding**

Characterized by dynamic flow across steep or moderately-sloped terrain with ill-defined channels, such that flow paths are unpredictable and flow splits and breakouts, as well as convergent flow paths, are typical. Like sheet flow, flow depths are relatively shallow. Large quantities of sediment and debris are carried by floodwaters. Damage is due to inundation, changing flow paths, localized scour and sediment, and debris deposition.

Flooding is an ongoing issue within Yolo County. Seasonal rains, coupled with a dependence on levees to protect low lying areas places the county at risk from periodic widespread flooding. The existence of local river systems (i.e. Cache Creek, Putah Creek, etc.) also contributes to the problem of localized flooding on a periodic basis. Finally, the eastern border of the county is flanked by a major levee system that contains the Sacramento River. Failure of any segment of that levee system during periods of major stream flow could prove disastrous to large segments of Yolo County.

Areas subject to flooding in Yolo County are spread throughout the county. Areas of particular concern are adjacent to the Sacramento River that borders the county on the east. Other areas that flood periodically are low-lying lands near Cache Creek, Putah Creek, and various sloughs. The Yolo Bypass affords an appreciable level of flood protection from Sacramento River overflows during the winter and spring months. The State/Federal River Forecast Center monitors the Sacramento River and tributaries through a series of stations located along the waterways. The system affords a degree of advance flood warning for emergency responders. Stream and river gages are monitored in the EOC.

According to FEMA records, the majority of the County's creeks and shoreline areas lay within the 100-year flood plain (an area subject to flooding in a storm that is likely to occur according to averages based upon recorded measurements once every 100 years). The FEMA records are maintained as a means of determining flood insurance rates through the National Flood Insurance Program.

### **Significant Issues**

The current flood protection system along the lower Cache Creek was designed to convey flood flows having a 1 in 10 chance of occurring in any given year with 3 feet of freeboard. Historically, the existing levee system has conveyed flood flows having an annual chance of occurrence of 1 in 20 by encroaching into the freeboard. Due to the limited conveyance capacity of the lower reach of Cache Creek, the Federal Emergency Management Agency (FEMA) has issued new flood insurance rate maps that show significant areas of Yolo

County and Woodland are subject to floods having a 1 in 100 chance of occurring in any given year.

Factors other than limited channel capacity also affect flooding in the area. These include the I-5 embankment and the west levee of the Cache Creek Settling Basin. These features tend to divert portions of the easterly overflow from Cache Creek toward Woodland. Solving the flooding problems is not a simple matter of increasing the capacity of the existing system. Increasing the design flow of the channel and levee system, without a corresponding increase in the flow area, results in increased flow velocities. At some point, increased channel velocities require substantial rock slope protection measures (riprap) to protect banks and bridges against excessive scour.

The rock slope protection measures are generally associated with significant environmental impacts. Construction of new levees, raising existing levees, and rock slope protection require environmental mitigation. The shaded riverine aquatic habitat along the creek and the abundant number of elderberry bushes along the creek bank (the habitat of the endangered valley elderberry longhorn beetle) make the creek area an environmentally sensitive area. Other significant environmental considerations include the presence of habitat of the following special-status species: giant garter snake, Swainson's hawk, bank swallow, northwestern pond turtle, central valley steelhead, and Chinook salmon.

#### **West Sacramento Levees and Flooding**

Flooding is an ongoing issue of concern within West Sacramento. Seasonal rains, coupled with a dependence on levees to protect low lying areas places the city at risk from periodic widespread flooding. The borders of the city are flanked by a major levee system that contains the Sacramento River, deep water ship channel and the Sacramento and Yolo Bypasses. Failure of any segment of these levee systems during periods of major stream flow could prove disastrous to segments of West Sacramento.

Areas subject to shallow localized flooding in West Sacramento are spread throughout the city. Most of West Sacramento is vulnerable to deep flooding from levee failures on the Sacramento River, Sacramento Bypass or Yolo Bypass. The Sacramento Bypass and the Yolo Bypass convey Sacramento and American River overflows during the winter and spring months. The State/Federal River Forecast Center monitors the Sacramento River, the Yolo Bypass and tributaries through a series of stations located along the waterways. The system affords a degree of advance flood warning for emergency responders. Stream and river gauges are monitored in the EOC.

The impact from any flooding event will vary based upon a number of factors: source of the water; location of water flow; duration of rainfall or source release; topography; presence and/or effectiveness of flood control systems; changes in land use and vegetation. Resulting damage would include:

- Injury and death associated with people being trapped in rapidly moving waterways or caught unaware during slow rise conditions
- Injury and death for individuals attempting to ford (in vehicles or on foot) submerged roadways
- Damage to critical infrastructure and essential services through inundation
- Damage to roadways, bridges and other transportation structures affecting mobility and the ability for people to evacuate flooded areas

- Release of hazardous materials and start of fires within damaged or affected structures
- Damage to buildings and structures in the pathway of rising flood waters
- Public health hazards from contamination of potable water sources; damage to sanitation systems; long term presence of standing water; vector infestation; and introduction of hazardous materials contaminants
- Loss of agricultural products and crops from inundation
- Impact to local economy stemming from loss in agricultural, industrial, and commercial productivity
- Societal impacts involving long-term interruption of normal activity

Although flooding incidents are generally of short duration, the need for ongoing response and long-term recovery operations cannot be underestimated. Moreover, loss of essential flood control structures, including levees and control devices may hinder recovery efforts and pose significant problems should additional flooding occur.

### Previous Occurrences

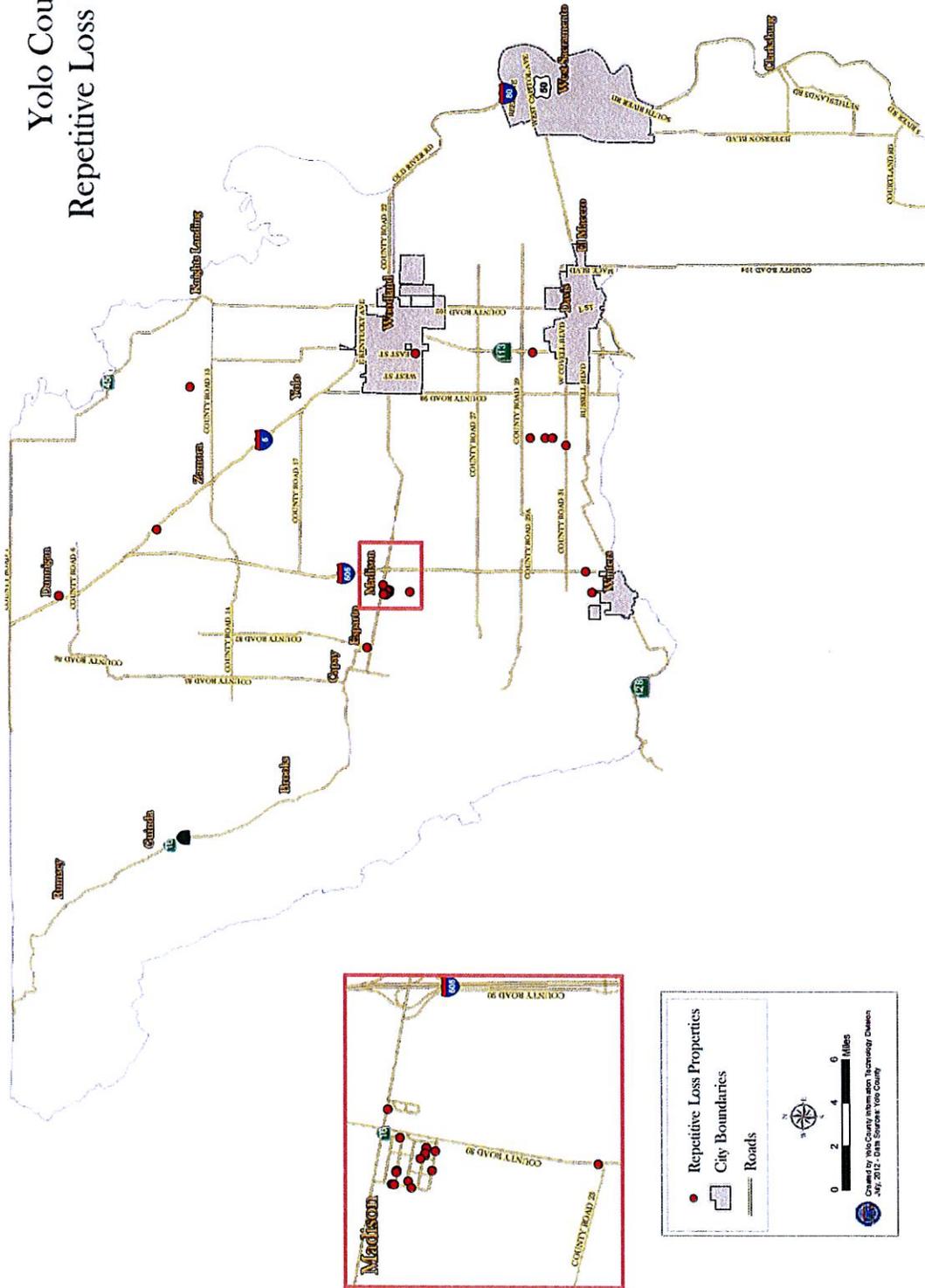
Lower Cache Creek has a history of flooding. Twenty severe floods have occurred since 1900 in the Cache Creek basin. The most severe floods of recent years downstream from Clear Lake occurred in 1955, 1956, 1958, 1964, 1965, 1970, 1983, 1995, and 1997. In 1983, a levee failure near County Road (CR) 102 caused flooding in the area which is now Woodland's industrial area. The flood hazard evaluation conducted for this study also determined that a



significant portion of the project area is subject to floods having a 1 in 100 chance of occurring in any given year. The primary purpose of this study is to identify economically feasible and environmentally sensitive methods to reduce flood-related damages to Woodland and adjacent areas. Without a flood damage reduction project, average annual flood damages to real property from overflows from Cache Creek are expected to be in the millions, most of which would be in Woodland. Other adverse effects and losses would include the potential for flood-related loss of life, contamination from sanitary sewage and hazardous materials, and the extended closure of the section of Interstate 5 (I-5) east and north of Woodland.

Flood flows are most likely to occur between November and April; no known floods have occurred between June and August. Large floods result from rainstorms. Due to the nature of the storms, floods often have multiple peak flows over a 4- to 5-day period. Large peaks result from cloudbursts within a regular storm.

# Yolo County Repetitive Loss Properties



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## Element C: Mitigation Strategy

**Requirement §201.6(c)(3) [The plan shall include the following:] A mitigation strategy hat provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve these existing tools.**

### IDENTIFICATION & PRIORITIZATION OF MITIGATION ACTIONS

Mitigation actions that address the goals and objectives developed in the previous step were identified, evaluated, and prioritized. These actions form the core of the mitigation plan. Jurisdictions conducted a capabilities assessment, reviewing existing local plans, policies, and regulations for any other capabilities relevant to hazard mitigation planning. An analysis of their capability to carry out these implementation measures with an eye toward hazard and loss prevention was conducted.

The capabilities assessment required an inventory of each jurisdiction's legal, administrative, fiscal and technical capacities to support hazard mitigation planning. After completion of the capabilities assessment, each jurisdiction evaluated and prioritized their proposed mitigations. Each jurisdiction considered the social, technical, administrative, political, legal, economic, and environmental opportunities and constraints of implementing a particular mitigation action. This step resulted in a list of acceptable and realistic actions that address the hazards identified in each jurisdiction.

A full suite of goals, objectives and action items for each jurisdiction is presented in this Plan. Each jurisdiction then identified and prioritized actions with the highest short to medium term priorities. An implementation, schedule, funding source and coordinating individual or agency is identified for each prioritized action item.

### Constraints to Strategy Implementation

The Steering Committee considered a list of issues existing in Yolo County that can be considered constraints to mitigation planning strategy implementation: (from the perspective of the participating steering committee members).

- Legal constraints (lawful prohibition, voter rejection)
- Community perception, preference, and resistance
- Economic constraint (fee based agencies may be restrained from participating in the planning process due to lack of funds to pay for their involvement.)
- Budgetary and funding constraints
- Staffing constraints
- Land ownership constraints
- State and federal influences or restrictions
- Sensitivity of information needed to complete the Plan.
- Building code restrictions
- Cultural demands, barriers, and expectations

- Interpretation of law (court decisions)
- Identified conflicts with organizational policy or strategic vision

### **ELEMENT C.1 EXISTING AUTHORITIES, POLICIES, PROGRAMS AND RESOURCES**

***Requirement §201.6(c)(3) [The plan shall include the following:] A mitigation strategy hat provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve these existing tools.***

Yolo County and its jurisdictions each has an Emergency Operations Plan, a General Plan, which includes a Safety Element, an Emergency Services Ordinance that clearly defines roles and responsibilities in accordance with state and federal guidelines. The County CAO and jurisdictions noted in this document serve as the Directors of Emergency Services for their respective areas by law and ordinance. The Board or Supervisors, City Councils or Councils (tribal, Housing, etc.) serves as the administering agency and the promulgation authority for all plans, policies and procedures within Yolo County and its member jurisdictions. The county and participating jurisdictions recognizes the enhanced Hazard Mitigation Plan of the State of California, the California Emergency Services Act, and the appropriate Federal Regulations including 44 CFR 201. Yolo County is subject to the State of California Uniformed Building Code (UBC), which dictates standards on all current and future construction within Yolo County.

#### **2030 General Plan**

The 2030 General Plan provides comprehensive and long-term policies for the physical development of the county and is often referred to as "the constitution" for local government. This is only the third time in the county's history that the General Plan has been comprehensively updated, and the first time since 1983. While the fundamental goals of promoting agriculture, enhancing open space, and creating sustainable communities are the same as they have been over the past 50 years, the circumstances facing the county have changed. Issues such as the global economy, climate change, and the role of local government create new challenges to maintaining the county's historic vision. The 2030 General Plan charts a course for the county over the next twenty years that will achieve its goals and address these concerns. The General Plan contains over 500 separate action items that will implement the variety of programs needed to realize the county's vision, this plan works in coordination with the 2012 revision of the Operational Area Multi-jurisdictional Hazard Mitigation Plan.

#### **Climate Change Action Plan**

The Climate Action Plan represents a significant milestone for Yolo County, which has a long history of being in the forefront of the green movement with land use policies that emphasize growth management, open space preservation and agricultural protection. In 1982, Yolo County adopted an Energy Plan, which was one of the first of its kind. In 1985, the county landfill completed a gas-to-energy facility, which generates 20,000 kilowatt hours per year and captures 90% of methane emissions.

In 2007, Yolo County became one of 12 charter members from throughout the country to sponsor the Cool Counties Initiative, which pledges each county collectively to reduce greenhouse gas emissions by 80% by 2050. That same year, the county organized local cities, special districts

and UC Davis to form the Yolo County Climate Change Compact, providing an ongoing forum for exchanging information on how best to analyze and address greenhouse gas emissions.

In 2009, Yolo County adopted its 2030 General Plan, which contains more than 350 policies that deal with climate change, including the requirement to develop a Climate Action Plan. In addition to implementing General Plan policy, the Climate Action Plan also fulfills the requirements of state legislation, including Assembly Bill 32, Senate Bills 97 and 375, and Executive Order S-3-05.

The Climate Action Plan estimates that in 2008, the unincorporated area (excluding UC Davis, the Yocha Dehe Wintun Nation and special districts) produced 651,470 metric tons of carbon dioxide equivalents, or greenhouse gasses. Approximately 48% of those emissions are created by agriculture. Transportation and energy account for an additional 47%, with the remainder made up by such sectors as the landfill, wastewater treatment, construction, mining and stationary sources.

A target is established in the Climate Action Plan to reduce the 2008 emissions back to the levels estimated for 1990, or 613,651 metric tons. To achieve this target, 15 programs are proposed, including such measures as increasing renewable energy production, enhancing energy and water conservation, expanding alternative transportation, planting trees and reducing fertilizer application. In order to meet the reductions envisioned in the Cool Counties Initiative and state legislation, the Climate Action Plan also includes voluntary goals to reduce greenhouse emissions to 447,965 metric tons by 2030, and 122,730 metric tons by 2050.

## **ELEMENT C.2 PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP)**

***§201.6(c)(3)(ii) [The hazard mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.***

Despite the construction of massive and relatively effective flood control projects, California remains vulnerable to flooding. A rise in population and development contribute to increased flood risk throughout the state. Yolo County and the cities of Davis, Winters, West Sacramento and Woodland participate in the program. Yolo County has 434 square miles, 256,571 acres and 5,423 individual parcels of floodplain defined by the Federal Emergency Management Agency (FEMA) and the County of Yolo. The regulated floodplain areas are subject to flooding during severe storms. The Yolo County Flood Insurance Rate Maps (FIRM) was first published in 1980 and has been revised over time, mapping Special Flood Hazard Areas (SFHA). Yolo County also has an adopted comprehensive Floodplain Management Program. The flood zones in Yolo County are shown in the map on the following page.

*Yolo County Operational Area  
Multi-jurisdictional Hazard Mitigation Plan*

<b>ID #</b>	<b>Community Name</b>	<b>FIRM Identified</b>	<b>FIRM Identified</b>	<b>Current Effective Map Date</b>	<b>Re-eval Date</b>	<b>Total</b>
060424	City of Davis	11/08/77	11/15/79	06/08/10	11/15/79	No
060728	City of West Sacramento		03/05/90	01/19/95	03/13/90	No
060425	City of Winters	01/23/74	12/01/78	06/18/10	12/01/78	No
060426	City of Woodland	02/01/74	10/16/79	05/16/12	10/16/70	No
060423	Yolo County	10/18/77	12/16/80	05/16/12	12/16/80	No

*Data obtained from the FEMA Community Status Book Report <http://www.fema.gov/fema/csb.shtm>*



### ELEMENT C.3 MITIGATION GOALS

**§201.6(c)(3)(i) [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.**

The information developed for the risk assessment used as the primary basis for developing mitigation goals and objectives. Mitigation goals are defined as general guidelines explaining what each jurisdiction wants to achieve in terms of hazard and loss prevention.



Goal statements are typically long-range, policy-oriented statements representing jurisdiction-wide visions. Objectives are statements that detail how each jurisdiction's goals will be achieved, and typically define strategies or implementation steps to attain identified goals. Other important inputs to the development of jurisdiction-level goals and objectives include performing reviews of existing local plans, policy documents, and regulations for consistency and complementary goals, as well as soliciting input from the public.

#### Mitigation Principles Goals & Objectives Strategic Planning Goals

The following represents overarching strategic goals associated with the identification and eventual implementation of appropriate and meaningful hazard mitigation efforts in relation to prioritized hazards and threats confronting the Yolo Operational Area. These goals form the basis for specific supporting process objectives and are shown from the highest priority, at the top of the list, to those of lesser importance.

The establishment of hazard mitigation goals represents both individual and collective strategies that have been mutually agreed upon by the Steering Committee, which represents the local and tribal jurisdictions, and major special public agencies within the Yolo Operational Area. Eventually, these goals will be adopted by each participating jurisdiction and public agency as the guiding policy behind local hazard mitigation efforts, in conjunction with other associated principles.

<b>Goal 1:</b>	Protection of life during and after the occurrence of disasters from identified hazards;
<b>Goal 2:</b>	Preventing loss of life and reducing the impact of damage where problems cannot be eliminated
<b>Goal 3:</b>	Protection of emergency response capability
<b>Goal 4:</b>	Protection of developed property, homes and businesses, industry, educational

	opportunities and the cultural fabric by combining hazard loss reduction with the community's environmental, social and economic needs
<b>Goal 5:</b>	Promoting public awareness of community hazards and mitigation measures and encouraging public participation in the planning objectives
<b>Goal 6:</b>	Preserving or restoring natural mitigation values such as flood plains.
<b>Goal 7:</b>	Protection of natural resources and the environment.

### Planning Process Objectives

The following objectives are meant to serve as a metric upon which the Yolo Operational Area Hazard Mitigation Plan can be evaluated. Meeting these objectives assures the Multi Hazard Mitigation Plan as a functional document that identifies short-and long-term strategies, and describes each measure including:

<b>Objective 1:</b>	Identification of individuals, agencies or organizations responsible for project implementation.
<b>Objective 2:</b>	Projecting a realistic and doable time frame for project implementation.
<b>Objective 3:</b>	Explanation of how the project will be financed including the conditions for financing and implementation as information is available.
<b>Objective 4:</b>	Identification of alternative measures, should financing not be available.
<b>Objective 5:</b>	Maintain consistent support for the implementation of existing hazard mitigation planning goals and objectives for the operational area.
<b>Objective 6:</b>	Base mitigation strategies on hazards as identified within the Yolo OA Risk Assessment.
<b>Objective 7:</b>	Provide significant potential for the effective reduction of damage to public and/or private property, or to costs associated with local, state, and federal recovery from future potential impacts.
<b>Objective 8:</b>	Establish and maintain a benchmark for identifying the most practical, cost effective, socially acceptable, and environmentally sound mitigation solution after consideration of available alternatives.
<b>Objective 9:</b>	Address a repetitive problem, or one that has the potential to have a major impact on an area, reducing the potential for loss of life, loss of essential services and personal property, damage to critical facilities, economic loss, hardship or human suffering.

<b>Objective 10:</b>	Meet applicable permit requirements.
<b>Objective 11:</b>	Develop mitigation standards for development in hazardous areas.
<b>Objective 12:</b>	Contribute to both the short-and long-term solution to the hazard vulnerability risk problem.
<b>Objective 13:</b>	Assuring the benefits of a mitigation measure is equal to or exceeds the cost of implementation.
<b>Objective 14:</b>	Have manageable maintenance and modification costs.
<b>Objective 15:</b>	When feasible, be designed to accomplish multiple objectives including improvement of life safety, damage reduction, restoration of essential services, protection of critical infrastructure, security of economic development, recovery, and environmental sustainability.
<b>Objective 16:</b>	Whenever feasible, use existing resources, agencies and programs to implement the project.
<b>Objective 17:</b>	Include regional hazard mitigation concerns and strategies

#### ELEMENT C.4 MITIGATION ACTIONS AND PROJECTS

High Risk Priority Hazards represent those threats that, in the process of assessment, demonstrate the most significant potential for impact or vulnerability, given identified conditions and information. High-risk priority hazards are those identified as demanding the most immediate attention, while affording the best possible solutions for mitigation. High-risk hazards were identified as part of the area-wide risk assessment conducted by OES and reviewed by the inter-jurisdictional Steering Committee.

HIGH RISK PRIORITY HAZARDS						
HAZARD	Yolo County	Woodland	Davis	West Sac	Winters	Yocha Dehe
All Hazards			DAV 1-1	WSC 1-1		YD 1-1
Flood	YCO 2-1, YCO 3-1	WLD 2-1, WLD 3-1	DAV 2-1, DAV 3-1	WSC 2-1, WSC 3-1	WIN 2-1	
Dam Failure	YCO 4-1		DAV 4-1	WSC 4-1	WIN 4-1	
Fires	YCO 6-1	WLD 6-1	DAV 6-1	WSC 6-1	WIN 6-1	

**ALL HAZARDS**  
**CITY OF WEST SACRAMENTO**

WSC 1-1	
<b>Program/Project Description</b>	Community Warning System Project: involves the procurement and installation of a community wide siren system to alert residents during severe weather conditions, industrial disasters and incidents of civil unrest
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	\$ 1.0 million
<b>Timeline/Schedule</b>	TBD
<b>Lead Agency</b>	Police and Fire Departments
<b>Partners</b>	
<b>Financing</b>	Grant: Federal funding with local match
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<p>Mitigation of rapid public notification deficiency</p> <ul style="list-style-type: none"> <li>• Protect Life and Property</li> <li>• Public awareness</li> <li>• Increase Effectiveness of Emergency Services</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	This project will support the mitigation of all incidents that involve emergency operations that impact the general public i.e. earthquakes, fire, floods, terrorism incidents, civil unrest, hazardous materials incidents etc.

**CITY OF DAVIS**

DAV 1-1	
<b>Program/Project Description</b>	Project is for a Joint Community (City of Davis) and Campus (UC Davis) alerting system design, purchase, installation and public education program
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	TBD
<b>Timeline/Schedule</b>	TBE
<b>Lead Agency</b>	City of Davis Fire Department & University of California Davis Campus Emergency Planner
<b>Partners</b>	
<b>Financing</b>	Seeking grant opportunities
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	Protect Life & Property Public Education and Awareness Increase Effectiveness of Emergency Services
<b>Project Maintenance</b>	
<b>Related Hazard</b>	ALL HAZARDS that involve emergency operations that affect the general public and campus population.

**YOCHA DEHE WINTUN NATION**

YD 1-1	
<b>Program/Project Description</b>	Community Warning System Project: involves the procurement and installation of a community alert and notification system to alert residents guests during severe weather conditions and other potential natural hazards
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	\$200,000
<b>Timeline/Schedule</b>	TBD
<b>Lead Agency</b>	Fire Department
<b>Partners</b>	
<b>Financing</b>	Local Funds
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	Mitigation of rapid public notification deficiency <ul style="list-style-type: none"> <li>• Protect Life and Property</li> <li>• Public awareness</li> <li>• Increase Effectiveness of Emergency Services</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	This project will support the mitigation of all incidents that involve emergency operations that impact the general public i.e. earthquakes, fire, floods, etc.

**FLOODS**  
**YOLO COUNTY**

YCO 2-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Continue enforcement of County Code (Flood Damage Prevention) regarding building in flood-plains</li> <li>• Continue enforcement of building codes (mechanical, plumbing, fire)</li> <li>• Require new developments to mitigate displaced and increased flows.</li> <li>• Continue drainage channel maintenance</li> <li>• Participate in National Flood Insurance Program</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	
<b>Timeline/Schedule</b>	Ongoing program
<b>Lead Agency</b>	Planning and Public Works Department
<b>Partners</b>	Operating budget – fees, and general fund
<b>Financing</b>	Currently funded in operating budgets. Grant opportunities as they arise
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	Protect life and property Minimize property damage Increase public awareness regarding NFIP
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Levee failure

**City of Woodland**  
Specific to Cache Creek Flooding

WLD 2-1	
<b>Program/Project Description</b>	This program/project would provide permanent flood protection for the City of Woodland in a 100 year Cache Creek flood event and reduce flood damage costs. FEMA Flood study placed 50% of City in 100 year zone and the Corps of Engineer's 2003 draft Feasibility Study shows a total annual flood damage reduction benefit of about \$12 million depending on the flood protection alternative selected. Two solutions have been found feasible: a flood barrier and setback levees. No other alternatives have been found feasible to date. The voters in Woodland rejected the flood barrier concept and indicated a desire for a "regional" solution.
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	The project costs depend on protection alternative selected. The estimated cost for the flood barrier is \$43 million (non-federal cost of \$16 million) and the estimated cost for the setback levees is \$162 million (non-federal cost of \$128 million). FTEs: TBD
<b>Timeline/Schedule</b>	This project was originally initiated in 2001, however, local funding rejected by voters precluding additional study and solution exploration. The project timeline is estimated to be 8-10 years from determination of viable alternative to complete real estate acquisitions, design, and construction with identified source funding for local share, assuming State and Federal support. It is unknown at this time whether a viable alternative that is supported by the community can be found.
<b>Lead Agency</b>	The City of Woodland was the local sponsor of the Corps of Engineer's Feasibility Study. It is unclear at this time if a project can effectively proceed without the County's active participation, which has not been forthcoming to date. Typically the Department of Water Resources is the non-federal sponsor and the Corps of Engineers is the federal sponsor for major flood protection projects.
<b>Partners</b>	
<b>Financing</b>	Major flood protection projects are typically jointly funded by Congress, the State, and the local sponsor, and project must be competitive and generally non-contentious at both the State level and at the congressional level. Local funding (estimated at approximately \$8 million) for the flood barrier would be relatively easy to commit, however, State and Congressional funding for other solutions may be limited to that required for the flood barrier project (the Corps' tentatively recommended plan), potentially leaving the local cost share at \$120 million for a setback levee solution. Other as yet undetermined alternatives may be more or less costly than the setback levee option. At present, voter initiative precludes local funding which eliminates state and federal funding matches.

<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<p>The implementation/completion of this project will accomplish the following:</p> <ul style="list-style-type: none"> <li>• Permanent flood protection (life safety and property damage) to the community in a 100 year Cache Creek flood event.</li> <li>• Avert requirement for flood insurance on residential properties with federally insured loans (estimated cost over \$1 million a year).</li> <li>• Avert requirements to comply with expensive building restrictions for building in the flood plain.</li> <li>• Avert requirement for a separate flood protection project for the wastewater treatment plant at a cost of \$4 million (required by State if protection not otherwise provided).</li> <li>• Avert loss of City and County property and sales tax revenues (and related reductions in recreation and public safety programs due to decreased property values and increased vacancy rates of commercial/industrial properties in the flood plain (much of the industrial area is in the deep flood zone).</li> <li>• Avert need to amend General Plan to delete industrial growth areas currently in the 100 year flood plain and either forgo the net increase in revenues associated with that type of development, or shift those growth areas to the south on prime farm land.</li> <li>• Develop community and political consensus of best solution.</li> <li>• Seek funding for solution.</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Flooding</li> <li>• Levee Failure</li> <li>• Dam Failure (Indian Valley Dam)</li> </ul>

**City of Davis**

DAV 2-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Continue enforcement of building codes (mechanical, plumbing, fire)</li> <li>• Require new developments to mitigate displaced and increased flows.</li> <li>• Continue drainage channel maintenance</li> <li>• Participate in National Flood Insurance Program</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• Currently funded in operating budgets.</li> </ul> Grant opportunities as they arise
<b>Timeline/Schedule</b>	Ongoing Program
<b>Lead Agency</b>	Public Works and Community Development Departments
<b>Partners</b>	
<b>Financing</b>	Operating budget-fees, enterprise funds and general fund
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Minimize Property damage</li> <li>• Increase public awareness regarding NFIP</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Dam failure

**City of West Sacramento**

WSC 2-1	
<b>Program/Project Description</b>	Flood fighting activities. This project involves the development of procedures to handle localized flooding within the city, strengthening the levees that surround the city and operation of the Emergency Operations Center during flooding conditions
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	200 hr. FTE/year
<b>Timeline/Schedule</b>	Ongoing
<b>Lead Agency</b>	Fire Departments, Public Works, and the Engineering Division
<b>Partners</b>	
<b>Financing</b>	General Fund
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<p>Mitigation of Flooding</p> <ul style="list-style-type: none"> <li>• Protect Life and Property</li> <li>• Increase Effectiveness of Emergency Services</li> <li>• Strengthen Partnerships</li> <li>• Increase Public Awareness</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Flooding can cause severe property damage, compromise transportation, threaten public health and result in economic devastation.

**City of Winters**

WIN 2-1	
<b>Program/Project Description</b>	Flood Preparedness
<b>Project Elements</b>	Public Education Program
<b>Location Targeted</b>	
<b>Estimated Cost</b>	
<b>Timeline/Schedule</b>	Ongoing
<b>Lead Agency</b>	City of Winters
<b>Partners</b>	
<b>Financing</b>	When funds become available
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Early warning. Public education and communication</li> <li>• Comply with FEMA flooding plan</li> <li>• Implement Army Corp of Engineers Plan</li> <li>• Update Storm drain master plan</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Public health issues. Loss of life and property. Bridge integrity Flood at pump station

**YOLO COUNTY**

YCO 3-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Develop relationships with reclamation districts, Department of Water Resources, Fish &amp; Game and Corps of Engineers.</li> <li>• Continue drainage channel maintenance</li> <li>• Participate in National Flood Insurance Program</li> <li>• Monitor effects of weather</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• Currently funded staff time</li> <li>• Grant opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	<ul style="list-style-type: none"> <li>• Ongoing program</li> </ul>
<b>Lead Agency</b>	Planning and Public Works Department
<b>Partners</b>	
<b>Financing</b>	<ul style="list-style-type: none"> <li>• Operating budget</li> </ul>
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Minimize property damage</li> <li>• Increase public awareness regarding NFIP</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Flood</li> </ul>

**City of Woodland**

WLD 3-1	
<b>Program/Project Description</b>	This project is for a Flood Warning System and Emergency Response/Evacuation Exercise Program to provide an early warning to the City of Woodland and unincorporated areas north of the City of a pending flood event allowing for orderly evacuation and a degree of site specific protection measures. Emergency response exercises would occur on a five year cycle to insure citizens know of the potential dangers and how to respond.
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	The cost for this project is estimated to be \$1.2 million for the flood warning system (page K-7 of Corps 2003 draft Feasibility Report. Exercise costs would be part of normal O & M expenses and absorbed by the City at an estimated cost of \$10k per cycle. FTEs: TBD
<b>Timeline/Schedule</b>	The timeline for this project is not known at this time. The schedule depends on funding availability for Flood Warning System. Exercises should commence in 2005 and every five years thereafter.
<b>Lead Agency</b>	The City of Woodland and County of Yolo would be responsible for both the Flood Warning System and the Emergency Response/Evacuation Exercise Program.
<b>Partners</b>	
<b>Financing</b>	The City of Woodland anticipates applying for a FEMA Grant for the Flood Warning System portion of the project.
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	The implementation/completion of this project would accomplish the following: <ul style="list-style-type: none"> <li>• Life safety</li> <li>• Protection of property</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Flooding</li> <li>• Dam Failure</li> </ul>

**City of Davis**

DAV 3-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Develop relationships with reclamation districts, Department of Water Resources, Fish &amp; Game and Corp of Engineers</li> <li>• Continue drainage channel maintenance</li> <li>• Participate in the National Flood Insurance Program</li> <li>• Monitor effects of weather</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• Currently funded staff time</li> <li>• Grant Opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	Ongoing program
<b>Lead Agency</b>	Public Works
<b>Partners</b>	
<b>Financing</b>	Operating budget-fees, enterprise funds and general fund
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Minimize property damage</li> <li>• Increase public awareness regarding NFIP</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Flood</li> </ul>

**City of West Sacramento**

WSC 3-1	
<b>Program/Project Description</b>	Levee Improvements
<b>Project Elements</b>	Improve the condition and capacity of the levees surrounding West Sacramento to raise the level of protection to the 200-year level.
<b>Location Targeted</b>	Citywide
<b>Estimated Cost</b>	\$500 Million
<b>Timeline/Schedule</b>	Pending Congressional Authority for federal funding, this project is scheduled for completion in 2025.
<b>Lead Agency</b>	City of West Sacramento
<b>Partners</b>	<ul style="list-style-type: none"> <li>• City of West Sacramento</li> <li>• U.S. Army Corps of Engineers</li> <li>• Local Reclamation Districts</li> </ul>
<b>Financing</b>	Levee project funding from local, state and federal funds.
<b>Action Focus</b>	Identify and mitigate potential flood risk.
<b>Impediments</b>	Reallocation or denial of federal funds.
<b>Goal Addressed</b>	Mitigation of flooding caused by overtopping or breaching of the levee system.
<b>Project Maintenance</b>	Ongoing as individual levee projects are completed and new funding allocated.
<b>Related Hazards</b>	This project will support the mitigation of potential flooding caused by the overtopping or breaching of the levees surrounding the City of West Sacramento.

**DAM FAILURE**  
**YOLO COUNTY**

YCO 4-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Develop relationships with reclamation districts, Department of Water Resources, Fish &amp; Game and Corps of Engineers.</li> <li>• Continue drainage channel maintenance</li> <li>• Participate in National Flood Insurance Program</li> <li>• Monitor effects of weather</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• Currently funded staff time</li> <li>• Grant opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	<ul style="list-style-type: none"> <li>• Ongoing program</li> </ul>
<b>Lead Agency</b>	<ul style="list-style-type: none"> <li>• Planning and Public Works Department</li> </ul>
<b>Partners</b>	
<b>Financing</b>	<ul style="list-style-type: none"> <li>• Operating budget</li> </ul>
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Minimize property damage</li> <li>• Increase public awareness regarding NFIP</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Dam Failure</li> </ul>

**City of Davis**

DAV 4-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Develop relationships with reclamation districts, Department of Water Resources, Fish &amp; Game and Corp of Engineers.</li> <li>• Continue drainage channel maintenance</li> <li>• Participate in National flood Insurance Program</li> <li>• Monitor effects of weather</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• Currently funded staff time</li> <li>• Grant opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	<ul style="list-style-type: none"> <li>• Ongoing program</li> </ul>
<b>Lead Agency</b>	<ul style="list-style-type: none"> <li>• Public Works</li> </ul>
<b>Partners</b>	
<b>Financing</b>	<ul style="list-style-type: none"> <li>• Operating budget-fees, enterprise funds and general fund</li> </ul>
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Minimize property damage</li> <li>• Increase public awareness regarding NFIP</li> </ul>
<b>Project Maintenance</b>	<ul style="list-style-type: none"> <li>• Dam failure</li> </ul>
<b>Related Hazard</b>	

**City of West Sacramento**

WSC 4-1	
<b>Program/Project Description</b>	Dam Failure: Because there is not a dam within close proximity to the City of West Sacramento, the City has not established a specific project for dam failure. The projects for flooding and levee will mitigate the dam failure.
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	N/A
<b>Timeline/Schedule</b>	N/A
<b>Lead Agency</b>	Fire Department, Public Works, and the Engineering Division
<b>Partners</b>	
<b>Financing</b>	General fund
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	Mitigation of Flooding <ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Increase public awareness</li> <li>• Strengthen partnerships</li> <li>• Increase Effectiveness of Emergency Services</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Flooding can cause sever property damage, compromise transportation, threaten public health and result in economic devastation.

**City of Winters**

WIN 4-1	
<b>Program/Project Description</b>	Dam Failure
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	More than \$2 billion
<b>Timeline/Schedule</b>	Ongoing
<b>Lead Agency</b>	City of Winters, Solano Irrigation District, Corp of Engineers
<b>Partners</b>	
<b>Financing</b>	As funding becomes available
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Public education and early warning</li> <li>• Communication drills</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Wide-spread flooding. Loss of income and public infrastructure. Loss of life and property

**FIRE**  
**Yolo County**

YCO 6-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Require weed abatement– public properties and non agricultural private properties</li> <li>• Support League of California Cities and CSAC efforts to decrease impacts on public health and safety resulting from wildland urban interface fires</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• TBD</li> <li>• Grant opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	<ul style="list-style-type: none"> <li>• Ongoing, continuous programs</li> </ul>
<b>Lead Agency</b>	<ul style="list-style-type: none"> <li>• Fire Departments</li> </ul>
<b>Partners</b>	<ul style="list-style-type: none"> <li>• Parks Department and Planning</li> <li>• Public Works Department</li> </ul>
<b>Financing</b>	<ul style="list-style-type: none"> <li>• Existing staff</li> </ul>
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Increase public awareness</li> <li>• Incorporate environmental and historical preservation</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Fire

**City of Woodland**

WLD 6-1	
<b>Program/Project Description</b>	This project is for Freeway Fire Mitigation to reduce freeway fires on major arteries intersecting and traversing Woodland. On an annual basis, the City of Woodland and Caltrans would hold a joint planning and evaluation session to examine prior year freeway fire experience and to plan the strategy to control freeway fires during the upcoming year. Caltrans would implement the strategy.
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	The estimated annual cost for freeway fire suppression by the Woodland Fire Department exceeds \$50.0K.
<b>Timeline/Schedule</b>	This project would be implemented on an annual basis including a joint planning session and preventive maintenance.
<b>Lead Agency</b>	The responsible agencies for this project are the City of Woodland and the State of California Department of Transportation (Caltrans).
<b>Partners</b>	
<b>Financing</b>	Funding for this project would be provided by the General Fund of the City of Woodland and Caltrans State funding.
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<p>The implementation/completion of this project would accomplish the following:</p> <ul style="list-style-type: none"> <li>• Reduce the number of freeway fires</li> <li>• Reduce the frequency of freeway fires</li> <li>• Reduce the severity of freeway fires</li> <li>• Reduce the exposure of Fire personnel to hazardous freeway fire control responses</li> <li>• Reduce motor vehicle accidents</li> <li>• Reduce private property fire damage</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Freeway Fires</li> <li>• Motor vehicle accidents</li> </ul>

**City of Davis**

DAV 6-1	
<b>Program/Project Description</b>	<ul style="list-style-type: none"> <li>• Continue the weed abatement program- public and private properties</li> <li>• Continue Open space maintenance</li> <li>• Continue Drainage Channel maintenance</li> <li>• Support League of California Cities and CSAC efforts to decrease impacts on public health and safety resulting from wild land urban interface fires</li> </ul>
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>• \$5000.00 in Fire Department budget for weed abatement</li> <li>• \$??? In parks Department budget for maintenance of open space</li> <li>• \$??? In Public Works budget for maintenance of drainage channels</li> <li>• Additional grant opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	<ul style="list-style-type: none"> <li>• Ongoing, continuous programs</li> </ul>
<b>Lead Agency</b>	<ul style="list-style-type: none"> <li>• Fire Department</li> </ul>
<b>Partners</b>	<ul style="list-style-type: none"> <li>• Public Works, and Parks Department</li> </ul>
<b>Financing</b>	<ul style="list-style-type: none"> <li>• Operating budget consisting of general fund, open space fund and storm sewer-drainage fund</li> </ul>
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Protect life and property</li> <li>• Increase public awareness</li> <li>• Incorporate environmental and historical preservation</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	<ul style="list-style-type: none"> <li>• Wildland/Urban Interface Fires</li> </ul>

**City of West Sacramento**

WSC 6-1	
<b>Program/Project Description</b>	Wildland/Freeway Urban Interface Fire Project: This project is to cover those fires that occur along the freeways running through the City of West Sacramento and at the interface between the urban areas of the city and the surrounding farmlands. As these fire suppression activities are part of the general responsibilities of the West Sacramento Fire Department this effort is covered under the continuing operations of the Department. If additional support is required in this area it will be provided through mutual aid agreement with other departments in the Sacramento area.
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	\$70,000 <ul style="list-style-type: none"> <li>• Additional grant opportunities as they arise</li> </ul>
<b>Timeline/Schedule</b>	Ongoing
<b>Lead Agency</b>	Fire Department
<b>Partners</b>	
<b>Financing</b>	General Fund
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	Mitigation of wild land fires <ul style="list-style-type: none"> <li>• Protect Life and Property</li> <li>• Increase Effectiveness of Emergency Services</li> <li>• Strengthen Partnerships</li> <li>• Increase Public Awareness</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Wildland fires can cause severe property damage, compromise transportation, threaten public health and result in economic devastation.

**City of Winters**

WIN 6-1	
<b>Program/Project Description</b>	Wildland/Urban fire Clearance and Fire Break in high fire danger areas
<b>Project Elements</b>	
<b>Location Targeted</b>	
<b>Estimated Cost</b>	
<b>Timeline/Schedule</b>	Ongoing
<b>Lead Agency</b>	Winters Fire Department
<b>Partners</b>	
<b>Financing</b>	General fund operating budget
<b>Action Focus</b>	
<b>Impediments</b>	
<b>Goal Addressed</b>	<ul style="list-style-type: none"> <li>• Prevention programs.</li> <li>• Public education and communications.</li> <li>• Early warning</li> </ul>
<b>Project Maintenance</b>	
<b>Related Hazard</b>	Putah Creek risk to homes in immediate creek vicinity

**ELEMENT C.6 PROJECT IMPLEMENTATION**

***§201.6(c)(4)(ii) [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvements, when appropriate.***

Some projects are currently budgeted or completed by the local governments with out recourse to the grant process. Project requiring grant funds will be conducted as time, staff, priority and funding allow. The Yolo County operational area will seek mitigation funding from numerous sources with the pre-disaster hazard mitigation grant program being recognized as only one of several potential sources.

The plan allows for an umbrella of integrated approaches to mitigation to the threats all the jurisdictions face. The cohesiveness of the area, its size and the proximity of all jurisdictions to the numerous rivers and streams, the Wild-land Urban interface, the Northern California fault complexes and the their shared major transportation routes make the projects and work done on the projects potentially beneficial to all.

The each jurisdiction will serve as the coordination body for the day to day tracking of projects within that jurisdiction. The association of governments will represent the opportunity to address the political issues of project prioritization and implementation in a forum that represents all the governmental stakeholders. In all projects, all jurisdictions recognize that they may be responsible for twenty-five % of the cost either in cash or in

kind. The jurisdictions based upon the budgetary condition will be responsible for setting aside funding for projects that cannot be met by in kind contributions.

The Yolo County Office of Emergency Services will be the central coordination point for maintaining this plan and will serve as a lead staff for grant project applications on the countywide projects selected for application under the PDM grant program. Additionally, each jurisdiction applying for grant funds on their own will serve as lead staff for project implementation with assistance from the county as requested.

The legal protections for the selection, administration and financing these projects is provided by the local government governing boards and councils. For the county the Board of Supervisors (and for the participating jurisdictions councils and boards) provide guaranteed public access and scrutiny through the open public meetings and agenda, budget authority, accountability, and inclusion of any granted funds into the federal annual single audit. All grant efforts are approved by these bodies prior to application and accepted formally by these bodies upon their award. As elected public officials, they are the stewards of the public trust.

Local ordinance in all signatory agencies all reflect the state model ordinance. The County CAO and/or participating jurisdictions councils and boards are by ordinance the Director's of Emergency Services; as such they will have day-to-day oversight of any of these mitigation programs. Since all involved staff are within their chain of supervision, this provides an additional legal safeguard for the management and implementation of these projects.

## **Element D: Plan Review, Evaluation and Implementation**

***§201.6(d)(3) A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit if for approval within 5 years in order to continue to be eligible for mitigation project grant funding.***

### **ELEMENT D.1 CHANGES IN DEVELOPMENT**

***§201.6(d)(3) A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit if for approval within 5 years in order to continue to be eligible for mitigation project grant funding.***

#### **General Discussion**

The Yolo Operational Area Multi Hazard Mitigation Plan (MHMP) and associated hazard mitigation strategies establish the framework within which the pre disaster mitigation activities of local and tribal governments may be carried out on a prioritized.

The plan is based upon the experience of the Yolo Operational Area through the input of the Hazard Mitigation Steering Committee, the Yolo County Office of Emergency Services, internal agency planning staff, and adjunct member contributors.

The plan recognizes the varied conditions that exist and can be found throughout the Yolo Operational Area. No single mitigation strategy will effectively meet the needs of all of the communities. However, by embracing a coordinated approach and the objectives found in this plan, the Yolo Operational Area can make significant strides in the efficient and effective use of its resources to resolve and mitigate hazards threatening or affecting the local communities.

One of the most important accomplishments of the hazard mitigation planning project was the process itself, where the participants shared information, resources, and methodologies – community-wide, for the benefit of reducing or eliminating risk to critical areas. This was not an easy task, and it involved commitment on the part of local officials and those members of the broader community who recognize the importance of embracing a collaborative mitigation strategy.

#### **Direction**

The establishment of appropriate direction in the implementation of hazard mitigation strategies will require local collaboration and coordination to ensure that maximum mutual benefit can be obtained for all participating jurisdictions. Although some mitigation projects will have only local impact, in a broad sense even localized actions can result in a positive effect for the entire region through the reduction of threats that would otherwise require extensive response and recovery.

For all participating jurisdictions, the issue of future mitigation direction will involve both local policy development, as well as inter-organizational collaboration, within the framework of state and federal guidance.

### **Implementation Considerations**

Implementation of sustainable or project-specific mitigation strategies will remain the responsibility of each individual jurisdiction or agency participating with this multi-jurisdictional process. Ultimately, it will be the responsibility of each participating jurisdiction or agency to determine how mitigation strategies will be implemented based upon the following identifiable factors:

- Priority of mitigation need based upon ongoing assessment of risk and consequences
- Anticipated realization of success, using adopted metrics
- Results of a cost-benefit analysis, as derived from a comprehensive assessment of total implementation costs over a specified period of time
- Degree of difficulty in both implementation of identified mitigation strategy, especially in respect to potential unanticipated consequences and vulnerability conflicts
- Degree of anticipated long-term maintenance considerations and requirements following implementation
- Funding availability and sources
- Situational changes that result in modified risk conditions and the need for adjusted mitigation strategies
- Legal, environmental, social, or cultural impediments that hamper or nullify the potential gain of a previously identified mitigation strategy or solution
- The eventual and unexpected eradication or minimization of an identified hazard or threat that nullifies the need to pursue the identified mitigation strategy

### **Implementation Process**

In preparing for the local institution of sustained or prioritized project-specific mitigation strategies, it will be necessary for each jurisdiction to establish a mechanism for implementation that covers the period of solution inception through project completion. In real terms, this involves time, materials, funding, policy development, planning, and executive support and commitment.

In consideration of that process, the following phases have been identified that would be required for implementation:

#### **1. Initial Assessment Phase**

The first phase of implementation involves review of prioritized hazards, identified mitigation solutions, and assessment of initial considerations prior to project commitment

- ➤ Review prioritized hazards and threats as identified within the Plan's risk assessment and supporting documentation
- Assess the anticipated success associated with mitigation implementation
- Evaluate the technical difficulty associated with implementation
- Evaluate cost-benefit data

- Identify secured funding sources for implementation and maintenance
- Obtain executive commitment

## **2. Development Phase**

The second phase involves the development of a project or action plan that will guide implementation. The project or action plan will focus on how solution implementation will be accomplished or instituted utilizing identified administrative and technical data.

- ➤ Conduct comprehensive project analysis to include technical, engineering, design, and organizational data
- Develop realistic timeline for implementation
- Identify needed vendors, contractors, technicians, sponsors, and other implementation resources
- Identify potential obstacles, issues, considerations, conflicts, and concerns that may adversely impact implementation
- Secure funding

## **3. Action Phase**

The third phase involves initiation of functions identified within the project/action plan. This may involve construction, repair, removal, relocation, protection, or other functions that result in implementation of the identified mitigation strategy.

- Resource allocation, procurement, collection, or deployment
- Site preparation
- Institution of scheduled work activity based upon project plan
- Evaluation of implementation progress, including necessary adjustments or modifications
- Final work completion and inspection

## **4. Evaluation Phase**

The fourth phase involves an assessment of the efficacy of the project/action, and whether or not the solution resulted in the anticipated level of mitigation according to the strategy. The evaluation phase may not result in immediate verification as in some instances the level of efficacy and completeness will not be realized until some time after the project/action is implemented.

- Assess the completeness of the project: Does it meet the expectation and is it properly implemented?
- Assess the potential for unintended consequences, conflicts, or complications that may arise in the course of implementation. Will additional modifications be needed?
- If mitigation efficacy is not readily assured at time of implementation completion, determine the time line for such identification. Identify trigger points for periodic assessment in conjunction with the Maintenance Phase.

## 5. Maintenance Phase

The fifth and final phase represents the ongoing monitoring and potential maintenance of the mitigation solution. Ideally, the mitigation strategy was selected because of the anticipated level of surety and efficacy needed to reduce either vulnerability of impact. In addition, although ongoing maintenance may not be a preferred element of the adopted mitigation solution, it may be an unavoidable consequence of the process or scope of the threat being addressed.

### **ELEMENT D.2 PROGRESS IN LOCAL MITIGATION EFFORTS**

***§201.6(d)(3) A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit if for approval within 5 years in order to continue to be eligible for mitigation project grant funding.***

This plan has been created as a living document with significant input from the population and professionals within Yolo County.

#### **Yolo OA Hazard Mitigation Plan Steering Committee**

The core membership of the planning team assembled to coordinate plan revision will constitute the Yolo Operational Area Hazard Mitigation Plan Steering Committee as it relates to future mitigation coordination. The Hazard Mitigation Plan Steering Committee will periodically meet and review the mitigation recommendations and strategies identified within this plan.

- This Committee will support the recommendations adopted by each jurisdiction for implementation and coordination on a state and regional basis.
- Each jurisdiction will review and adopt, as necessary, the work of the Hazard Mitigation Steering Committee on an annual basis.
- The Committee will review the quarterly progress reports on the implementation of the adopted hazard mitigation strategies brought forth by participating local and tribal government entities within the Yolo Operational Area.
- As required under prevailing state and federal requirements, this plan will be reviewed and updated on a five-year cycle. The strategies may be updated based on changing priorities and relieved constraints as identified below.

#### **Hazard Mitigation Steering Committee Process**

The Yolo Operational Area Hazard Mitigation Steering Committee will meet on an annual basis to review the progress made on the identified local hazard mitigation strategies. The Committee will also seek input on future hazard mitigation programs and strategies from the local hazard mitigation planning team or representative from each of the participating jurisdictions.

- Contact and work with each Hazard Mitigation Strategy's Lead Agency for an annual progress report on funding and implementation of the program recommended.
- Receive an annual report from each jurisdiction on the status of the strategies adopted and implemented.

- Meet annually, with each political subdivision, to identify new hazard mitigation strategies to be pursued on a state and regional basis, and review the progress and implementation of those programs already identified.
- Meet annually to review the progress of the Hazard Mitigation program and bring forth community input on new strategies.
- Coordinate with and support the efforts of the Yolo County Office of Emergency Services to promote and identify resources and grant money for implementation of recommended hazard mitigation Strategies within local jurisdictions and participating public agencies.

#### **Local Hazard Mitigation Planning Team**

Each participating local jurisdiction will establish a mechanism for the development and implementation of jurisdictional mitigation projects, as identified within this plan and associated locally-specific supporting documents. As deemed necessary and appropriate, participating jurisdictions will organize local mitigation planning teams or other groups to facilitate and administer internal activities.

Typically, the local planning team may consist of representatives from any of the following agencies or groups:

- Administrative departments and offices
- Public works departments
- Community planning and development departments
- Facility management agencies
- Fire departments
- Finance departments
- Public utility agencies
- Business development agencies
- Community service/Public service agencies

When constituted and organized, local hazard mitigation planning teams or entities may perform the following mitigation functions to meet local goals and objectives:

- Continue to review and assess local hazard mitigation needs and capacities in conjunction with this plan and other supporting documents and information
- Revise key local mitigation data and information
- Receive and process supplemental and supporting hazard mitigation reference information and guidance as released by the state and/or FEMA
- Provide guidance to local emergency management in the integration of adopted risk information and adjustments to local mitigation activities
- Provide local hazard mitigation information and guidance to resident populations, inquiring organizations, vendors, and other interested parties
- Provide information and guidance to the local governing body relative to hazard mitigation issues, needs, gaps, and project activities

**Long term Goals & Strategies**

The following represents long-term hazard mitigation goals and strategies as identified within the process of plan development, and as approved by the member jurisdictions and organizations constituting the Hazard Mitigation Plan Steering Committee.

**Goal #1**

Eliminate or reduce the long-term risk to human life and property from identified hazards.

**Goal #2**

Aid both the private and public sectors in understanding the risks they may be exposed to and finding mitigation strategies to reduce those risks.

**Goal #3**

Avoid risk of exposure to identified hazards.

**Goal #4**

Minimize the impacts of those risks when they cannot be avoided.

**Goal #5**

Mitigate the impacts of damage as a result of identified hazards.

**Goal #6**

Accomplish mitigation strategies in such a way that negative environmental impacts are minimized.

**Goal #7**

Distill local planning efforts and existing interagency group efforts into a comprehensive set of recommendations for Yolo Operational Area's long-term regional mitigation strategy. Mitigation is most successful when it grows from local and regional planning activities.

**Goal #8**

Provide a basis for funding priorities for the Hazard Mitigation strategies developed.

**Goal #9**

Establish a framework and database that the State and its political subdivisions may use to apply for State and Federal Hazard Mitigation Grants.

**Goal #10**

Establish an ongoing process to accomplish Hazard Mitigation Strategy identification on an annual basis. To be effective, mitigation must be a continuing activity.

**Goal #11**

Establish a regional platform to enable the community to take advantage of shared goals and resources and the availability of outside resources for minimizing vulnerability analysis and critical area risks.

**Capabilities Assessment**

The Yolo Operational Area Hazard Mitigation Steering Committee identified current capabilities available for implementing hazard mitigation activities. The Capability Assessment portion of the Operational Area mitigation plan identifies administrative, technical, legal and fiscal capabilities. This includes a generalized summary of departments and their responsibilities associated to hazard mitigation planning as well as codes, ordinances, and plans already in place associated to hazard mitigation planning. The second part of the Assessment provides Yolo Operational Area's fiscal capabilities that may be applicable to providing financial resources to implement identified mitigation action items.

**Existing Institutions, Plans, Policies and Ordinances**

The following is (1) a summary of existing positions their responsibilities related to hazard mitigation planning and implementation; and (2) a list of existing planning documents and regulations related to mitigation efforts within the Operational Area. The administrative and technical capabilities of each jurisdiction, as shown in the table below, provides an identification of the staff, personnel, and department resources available to implement the actions identified in the mitigation section of the Plan.

Specific resources reviewed include those involving technical personnel such as planners/engineers with knowledge of land development and land management practices, engineers trained in construction practices related to building and infrastructure, planners and engineers with an understanding of natural or human-caused hazards, floodplain managers, surveyors, personnel with GIS skills and scientists familiar with hazards in the community.

**Administrative & Technical Capacity**

The following represents a generalized listing of identified administrative and technical capacities available to participating local and tribal governments that would support hazard mitigation activities.

**(Figure-1: Local Administrative & Technical Capacities)**

Position	YCO	WLD	DAV	WSC	WIN	YDH	Dept/Agency
Planner(s) or engineer(s) with knowledge of land development and land management practices	√	√	√	√	√		Engineering, Planning, Redevelopment
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	√	√	√	√	√		Building Department
Planners or Engineer(s) with an understanding of natural and/or human-caused hazards	√	√	√	√	√		Engineering, Planning, Fire Marshal
Floodplain manager	√						Engineering, Public Works
Surveyors	√		√	√			
Staff with education or expertise to assess the community's vulnerability to hazards	√	√	√	√	√	√	Building, Fire, Engineering, Public Works
Personnel skilled in GIS and/or HAZUS	√	√	√	√	√		GIS Staff in Planning, GIS, Public Works
Scientists familiar with the hazards of the community	√	√	√	√			
Emergency manager	√	√	√	√	√	√	CAO; City Manager (EOC Director or Designee); Agency Director
Grant writers	√	√	√	√	√	√	Various Departments; local agencies

**Regulatory Tools**

The legal and regulatory capabilities of each jurisdiction are shown in the table below, which presents the existing ordinances and codes that affect the physical or built environment of each jurisdiction. Examples of legal and/or regulatory capabilities can include: a jurisdiction’s building codes, zoning ordinances, subdivision ordinances, special purpose ordinances, growth management ordinances, site plan review, general plans, capital improvement plans, economic development plans, emergency response plans, and real estate disclosure plans.

**(Figure-2: Local Regulatory Tools)**

Regulatory Tools	YCO	WED	DAY	WSC	WIN	YDH
Building code	√	√	√	√	√	
Zoning ordinance	√	√	√		√	
Subdivision ordinance or regulations	√	√	√		√	
Special purpose ordinances (floodplain management, storm water management, hillside or steep slope ordinances, wildfire ordinances, hazard setback requirements)	√	√	√	√	√	
Growth management ordinances (also called “smart growth” or anti-sprawl programs)	√	√	√	√	√	
Site plan review requirements	√	√	√	√	√	
General or comprehensive plan	√	√	√	√	√	
A capital improvements plan	√	√	√		√	
An economic development plan	√	√	√	√	√	
An emergency response plan	√	√	√	√	√	
A post-disaster recovery plan						
A post-disaster recovery ordinance						
Real estate disclosure requirements	√	√	√	√	√	
Habitat Management Plan	√	√	√	√	√	
Master Drainage, Sewer, Water, & Reclaimed Water	√	√	√	√	√	
Redevelopment Master Plan	√	√	√		√	

**Fiscal Resources**

The table below shows specific financial and budgetary tools available to the jurisdictions such as community development block grants; capital improvements project funding; authority to levy taxes for specific purposes; fees for water, sewer, gas, or electric services; impact fees for homebuyers or developers for new development; ability to incur debt through general obligations bonds; and withholding spending in hazard-prone areas.

(Figure-3: Local Fiscal Resources)

Financial Resources	YCO	WLD	DAV	WSC	WIN	YDH
Community Development Block Grants	√	√	√	√	√*	
Capital improvements project funding	√	√	√	√	√	
Authority to levy taxes for specific purposes	√	√	√	√	√**	
Fees for water, sewer, gas, or electric service	√	√	√	√	√	
Impact fees for homebuyers or developers for new developments/homes	√	√	√	√	√	
Incur debt through general obligation bonds	√	√	√	√	√**	
Incur debt through special tax and revenue bonds	√	√	√	√	√**	
Incur debt through private activity bonds	√	√	√	√	√**	
Withhold spending in hazard-prone areas	√	√	√	√	√	

\* Subject to grant from State  
\*\* Subject to voter approval

## **Element E: Plan Adoption**

***Requirement §201.6(c)(5) [The plan shall include...] Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County commissioner, Tribal Council).***

### **ELEMENT E.1 FORMAL ADOPTION DOCUMENTATION**

### **ELEMENT E.2 YOLO COUNTY OPERATIONAL AREA HAZARD MITIGATION PLAN**

***Requirement §201.6(c)(5) [The plan shall include...] Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County commissioner, Tribal Council).***

The strategies presented are deemed appropriate and effective by recommendation of the Yolo Operational Area Hazard Mitigation Steering Committee, senior management of local and tribal governments and public agencies, and individual organizations and groups that have participate in its creation, or reviewed the end product.

Upon submission to the California Emergency Management Agency (Cal EMA) for review, and subsequent approval by the Federal Emergency Management Agency (FEMA), the approved plan will be presented to local and tribal governments, and public agency executive governance and leadership for formal adoption. As appropriate, adopted plans will then be incorporated into local general plans for integration into organizational policy.

#### **Implementation**

Upon approval and adoption by participating local and tribal government entities within the Yolo Operational Area, the prioritized mitigation strategies will be further developed for funding and implementation by the lead agencies. The plan describes the potential sources of Hazard Mitigation Strategy funding, and general procedures to obtain that funding.

The mitigation strategies represented and adopted within this plan are recommendations only, and must be approved and funded in order to be implemented as official mitigation solutions. Ultimately, it is the responsibility of jurisdictional and agency officials within the Yolo Operational Area to undertake project implementation based upon identified mitigation strategies, funding availability, and local need.

#### **Plan Maintenance**

The process of hazard mitigation does not end with the completion, approval, and adoption of this plan. Within the lifespan of this document (5 years), participating local and tribal governments, in conjunction with community-based organizations, will ensure that the mitigation goals and strategies identified are monitored, that plan administration will continue under a collaborative and cooperative umbrella, and that the document itself will be properly maintained.

The Yolo County Office of Emergency Services, as lead coordination agency for hazard mitigation planning within the Yolo OA, and will assist and support the ongoing collaborative efforts of local and tribal governments, through the established Hazard Mitigation Steering Committee.

Specific plan maintenance activities may include:

- Distribution of the Plan to all interested parties, including both written and digital formats
- Facilitation of regular Hazard Mitigation Steering Committee Meetings
- Monitoring of OA mitigation project activities and dissemination of status reports
- Generation of reports relative to plan status, project management, and revision updates to executive leadership
- Preparations for plan eventual revision and updating

## **References**

State of California Hazard Mitigation Plan (2010)

Yolo County General Plan (2030)

Yolo County General Plan, Safety Element (2030)

Yolo County Emergency Operations Plan

Yocha Dehe Wintun Nation Emergency Operations Plan - 2010

City of West Sacramento Critical Facilities List

City of West Sacramento Strategic Plan

City of West Sacramento 2011 – 2012 Operations Budget

City of West Sacramento Organizational Chart

City of West Sacramento Guide to City Services

City of West Sacramento General Plan

City of West Sacramento Emergency Operations Plan

City of West Sacramento Flood Plain Management Plan

City of Winters Emergency Operations Plan – 2010

City of Winters General Plan – 1992

City of Woodland Emergency Operations Plan – 2010

City of Woodland General Plan – 2002

City of Woodland Economic Development Strategic Plan Update – 2002

City of Davis Emergency Operations Plan

City of Davis General Plan – 2007

City of Davis Climate Action Adaptation Plan (CAAP) 2010

County of Yolo – FY 2011-12 Budget

Department of Finance Data, Yolo County 2012

California Fire Plan 2003

U.S. Geological Survey (USGS) *Summary of Floods and Droughts in the Southwestern States* (2004)

Origins and Development: A Chronology of Disasters in California, California Governor's office of Emergency Services

City-Data.com

Local Mitigation Plan Review Guide, Federal Emergency Management Agency, (2011)

Multi-Hazard Mitigation Planning Guidance under the Disaster Mitigation Act of 2000

FEMA How To Guide #1, Getting Starting: Building Support for Mitigation Planning

FEMA How-To Guide #2, Understanding Your Risks: Identifying Hazards and Estimating Losses

FEMA How-To Guide #3, Developing the Mitigation Plan: Identifying Mitigation Actions and Implementation Strategies

FEMA How-To Guide #4, Bringing the Plan To Life: Implementing the Hazard Mitigation Plan

FEMA How-To Guide #5, Using Benefit-Cost Review in Mitigation Planning

FEMA How-To Guide #6, Integrating Historic Property and Cultural Resource Considerations into Hazard Mitigation Planning

FEMA How-To Guide #7, Integrating Manmade Hazards into Mitigation Planning

FEMA How-To Guide #8, Multi-Jurisdictional Mitigation Planning

FEMA How-To Guide #9, Using the Hazard Mitigation Plan to Prepare Successful Mitigation Projects

Disaster Recovery and Mitigation Handbook, California Emergency Management Agency

## Legal Authorities

### Federal Laws

- "The Federal Civil Defense Act of 1950"
- Public Law 96-342 "The Improved Civil Defense Act of 1980"
- Public Law 91-606 "Disaster Relief Act"
- Public Law 93-288 "The Robert T. Stafford Disaster Relief Act of 1974"
- Section 322, Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Public Law 106-390 enacted by Section 104 of the Disaster Mitigation Act of 2000 (DMA)
- Interim Final Rule for DMA 2002 as published in the February 26, 2002, at 44 CFR Part 201

### State Laws & Plans

#### California Government Code, Section 3100, Title 1, Division 4, Chapter 4.

States those public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies when:

- A local emergency has been proclaimed.
- A state of emergency has been proclaimed.
- A federal disaster declaration has been made.

This Section: Provides the basic authorities for conducting emergency operations following a proclamation of *Local Emergency*, *State of Emergency*, or *State of War Emergency*, by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

### **The California Emergency Plan - Revised**

Promulgated by the Governor, and published in accordance with the Emergency Services Act, the Plan provides overall statewide authorities and responsibilities, and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that "...the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof." Local emergency plans are, therefore, considered to be extensions of the California Emergency Plan.

### **California Civil Code, Chapter 9, Section 1799.102**

This section of the California Civil Code provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. Specifically: "No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered."

**State Hazard Mitigation Plan (SHMP) - 2010**

The State Hazard Mitigation Plan (SHMP) identifies policy, establishes goals, and stipulates actions associated with the implementation of enhanced hazard mitigation strategies for California. The SHMP is foundational for local government hazard mitigation planning efforts, and provides inter-organizational guidance and direction based upon established state agency actions and principles.

**Operational Area Governmental Authorities & Plans**

**Local Codes and Ordinances**

Local and tribal government codes, ordinances, and executive policies are identified within individual community information profiles, located in Section 2 of this plan.

**Yolo Operational Emergency Plans**

Local and tribal government emergency management plans and documents associated with hazard mitigation are identified in Section 2 of this plan.

## **Appendices**

**COMMUNITY PROFILE INFORMATION**

**DOCUMENTATION OF THE PLANNING PROCESS**

**HAZUS MODELING**

**FORMAL PLAN ADOPTION DOCUMENTATION**





**City of Winters**

**Community Profile Information**

*Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan*

*July 2012*

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## City of Winters

### GENERAL INFORMATION

#### OVERVIEW

The City of Winters is a small, General Law municipality located in the southwestern section of Yolo County. Winters is a regional service center to the unincorporated area of Yolo County, including agricultural operations. It is also a transportation service center, serving the Interstate 505 corridor. Winters consists of a balanced mixture of residential, commercial, service, and light industry activity.

#### HISTORY

The settlement of the Winters area began in 1842 with a land grant from the Mexican government of 17,750 acres along Putah Creek to William Wolfskill. Members of the Wolfskill family established residences and ranches on Putah Creek and began the planting of vegetable crops and the areas' first fruit trees and grapevines.

In 1865 Theodore Winters, a race horse breeder and entrepreneur purchased one of the Wolfskill ranches. Mr. Winters is credited with promoting thoroughbred horse racing in the West, and the land he purchased soon sported a ranch, stables, and a racetrack. It was in 1875, with the extension of the Vaca Valley Railroad to the north bank of Putah Creek that the town was established. The Stevenson brothers, owners of the railroad named the forty acre town site for Theodore Winters, a major supporter of the railroad extension, and from whom the land was purchased.

As the northern terminus of the Vaca Valley Railroad, this new settlement initially grew rather quickly. The original produce shipped from the area included peaches, almonds, plums, pears, cherries, figs, oranges, olives, barley and wheat. Winters became a busy agricultural center and several new businesses were established to support the agricultural industry and the town residents. Among them was the establishment of the Winters Express newspaper in January of 1884 which continues in existence to this day and is the primary source of local news for Winters residents.

On April 19, 1892 Winters was rocked with a violent earthquake. One death was reported and several businesses and residences suffered extensive damage. Shelter for the homeless during reconstruction consisted of sleeping cars provided by the Southern Pacific Railroad and National Guard tents. In late 1896, a meeting was held in the Opera House to seek the incorporation of the town of Winters. It was not until 1898, however, that the city was incorporated. A few months later, the Volunteer Fire Department was established and in 1897, the Winters Dried Fruit Company, which would become a major economic force in the community, was organized.

The town thrived on its commercial/agriculture base. New fruit sheds and warehouses were constructed. The prune and apricot growers were organized in 1916 and the Winters Dried Fruit Company, established in 1897, handled the operation for the association. It also purchased the Winters Canning Company, remodeling the building into a modern plant that packed and shipped fruit to several foreign countries as well as throughout the United States.

The growth of Winters was somewhat subdued during the years from 1920 to 1940. There was a refinement of early growth during the 1920's and some construction activity in the middle and late years of that decade. The strong agricultural base of the region sustained the town, its bank, and its industry through the ensuing Depression years, when dried apricots sold for as little as a nickel a

pound. The productivity of the land and the determination of its inhabitants kept the town operating, but little construction appears to have occurred during the early 1930's.

More recent years have seen some gradual changes in the composition and character of the population and in the prominence of different crops. The predominant production of fresh fruits, particularly apricots, peaches, and cherries, has gradually been replaced by the nut industries, due to marketing trends and the difficulty of handling the ripe fruits. Additionally the agricultural community has responded to the demand for organic produce by becoming home to several organic growers. There has been a transition of migrant farm workers to a stable agricultural labor force and contract labor. Fruit packing plants have been relocated to the rural areas and current trends are reviving the 1920's practice of selling fruit directly to the public at the production ranch site. Agricultural lands north and east of Winters are chiefly devoted to rotation crops of tomatoes, grains, alfalfa and rice.

Winters continues to maintain its rural hometown charm and embraces its heritage while looking towards the future. In 1985, the city adopted an ordinance which created a Historical Preservation Commission and established procedures for designating and protecting historical landmarks and districts. This ordinance established a historical district, which encompasses the one-block area along Main Street - between Railroad Avenue and First Street, which *is* Downtown Winters. The Historic Resources Inventory identifies 14 structures as being potentially eligible for inclusion in the National Register of Historic Places.

These attractive historic buildings retain their architectural detail and also reflect the city's growth and economic development policies which aim to encourage investment at the center of the community. Although nearby technology facilities, regional tourism, Cache Creek Casino Resort and UC Davis all continue to expand agriculture remains the basis of the local economy. Winters is the regional center for farms growing and distributing the high quality, value-added produce that supplies many of Northern California's farmers markets and most renowned restaurants.

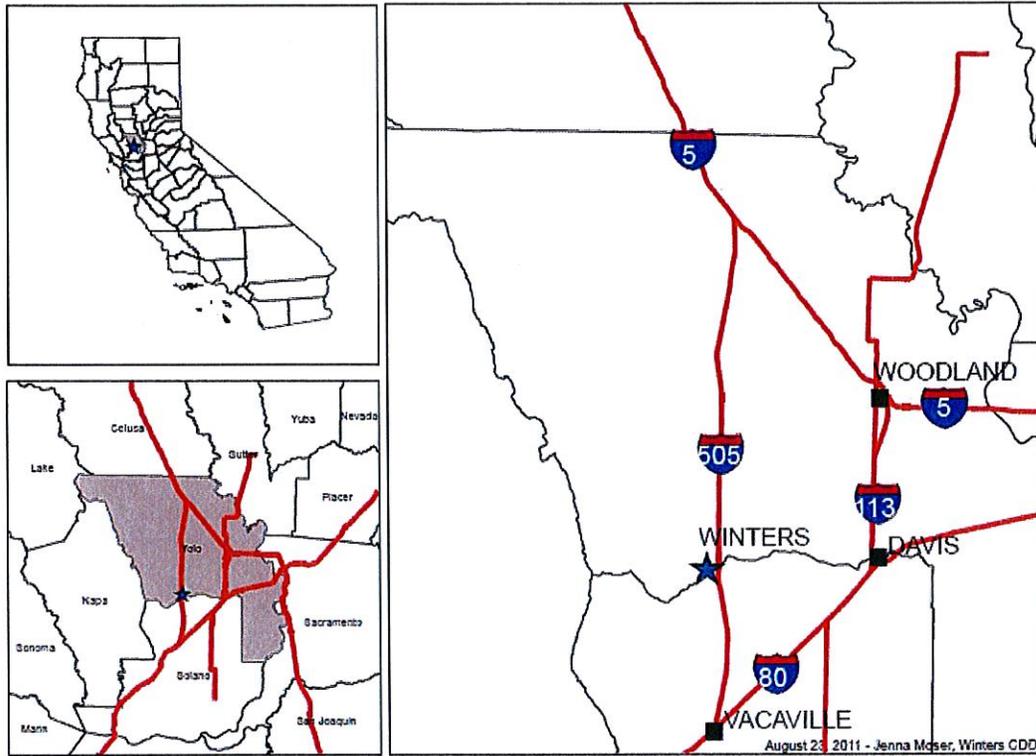
Winters is also home to an arts and artisan community, and residents prize the quality of life in a small town that is close to a major metropolitan area as well as expansive recreational and open space areas. With these and other attributes, Winters' desirability as a place to live and work will continue to grow.

#### **FACTS**

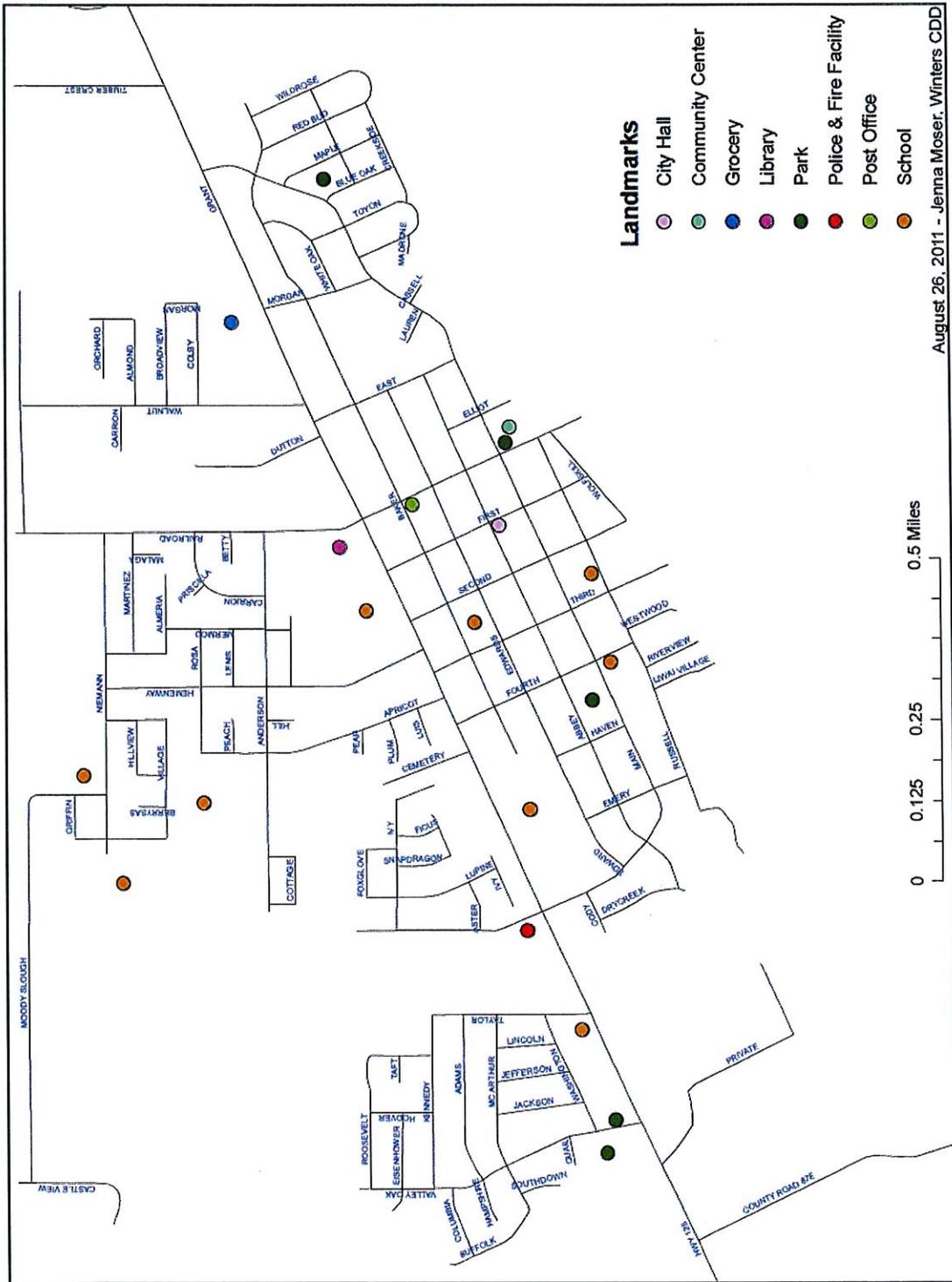
##### **Location & Geophysical Features**

The City of Winters is located in the southwestern corner of Yolo County. The southern boundary of the city is Putah Creek. The city is bordered to the west by Dry Creek and a view of the Vaca Mountain Range. The eastern city limit is now Highway 505 while the northern boundary runs to vast tracts of farm land. Winters is located approximately 10 miles west of the city of Davis and 10 miles north of the city of Vacaville. Winters' urban limit line contains approximately 1,980 acres; of which 1,277 are currently within the incorporated limits.

(Figure 1: Regional Map of Winters, CA)



(Figure 2: Winters Street Map)



**Weather & Climate**

**(Figure 3: Winters Weather)**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average temp. (°F)	46.2	51.2	55.4	61.2	68.2	74.6	77.9	76.7	73.3	65.5	53.8	46.3
High temperature (°F)	54.8	61.3	66.6	74.4	82.9	90.9	95.8	94.3	89.8	80.3	65.0	55.6
Low temperature (°F)	37.6	41.1	44.2	47.9	53.4	58.2	60.0	59.1	56.8	50.7	42.6	37.0
Precipitation (in)	5.1	4.7	3.6	1.0	.64	.12	.03	.05	.26	1.0	2.9	3.5

**(Figure 4: Normal climate around Winters, California)**

Based on data reported by main weather stations

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Days with precip.	10	9	9	5	3	1	0	0	1	3	7	9
Wind speed (mph)	7.1	7.3	8.4	8.6	9.0	9.6	8.9	8.4	7.4	6.4	6.0	6.4
Morning humidity (%)	91	89	86	83	82	78	77	78	77	79	87	88
Afternoon humidity (%)	70	61	53	44	38	32	30	29	31	37	57	67
Sunshine (%)	48	65	74	82	90	94	97	96	93	86	66	49
Days clear of clouds	7	8	10	12	17	22	27	26	24	19	10	8
Partly cloudy days	6	7	9	10	9	6	3	4	4	6	8	6
Cloudy days	19	13	12	8	5	2	1	1	2	6	12	17
Snowfall (in)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

**DEMOGRAPHICS**

**Population**

Population (year 2010): 6,624 (Population change since 2000, +.5%)

Males: 3,365 (50.8%), Females: 3,259 (49.2%)

Median resident age: 31.1 years

Median household income: \$64,661 (year 2009)

Median house value: \$297,884 (year 2009)

Races in Winters:

- White (70.0%)
- Hispanic (52.4%)
- Other race (22.5%)
- Two or more races (5.0%)
- American Indian (.80%)
- Black (.60%)
- Asian (1.0%)
- Pacific Islander (.10%)

*(Total can be greater than 100% because Hispanics could be counted in other races)*

Ancestries: German (12.4%), Irish (9%), Italian (6.1%), United States (5.8%), English (4.1%), French (1.9).

*For population 25 years and over in Winters*

- High school or higher: 72.2%
- Bachelor's degree or higher: 18.1%
- Graduate or professional degree: 6.1%
- Unemployed: 6.8%
- Mean travel time to work: 24.3 minutes

*For population 15 years and over in Winters*

- Never married: 27.1%
  - Now married: 60.8%
  - Separated: 1.1%
  - Widowed: 4.4%
  - Divorced: 6.6%
- 24% foreign born (22.5% Latin America).

**Housing**

*Single-family new house construction building permits:*

- 1996: 17 buildings, average cost: \$96,500
- 1997: 5 buildings, average cost: \$97,300
- 1998: 51 buildings, average cost: \$85,900
- 1999: 37 buildings, average cost: \$88,500
- 2000: 29 buildings, average cost: \$120,200
- 2001: 46 buildings, average cost: \$130,300
- 2002: 56 buildings, average cost: \$152,900
- 2003: 100 buildings, average cost: \$156,600
- 2004: 32 buildings, average cost: \$98,800
- 2005: 4 buildings, average cost: \$180,300
- 2006: 1 building, cost: \$180,300
- 2007: 0 buildings
- 2008: 0 buildings
- 2009: 0 buildings
- 2010: 1 building; cost \$275,000

**Winters Compared To California State Average:**

- Black race population percentage significantly below state average.
- Hispanic race population percentage significantly above state average.
- Median age below state average.
- Foreign-born population percentage above state average.
- Length of stay since moving in below state average.

- House age below state average.
- Percentage of population with a bachelor's degree or higher below state average.

**Labor & Employment**

Industries providing employment: Construction (24%); Agriculture, Forestry, Fishing & Hunting (16%); Retail Trade (10%); Manufacturing (8%); Transportation & Warehousing (8%); Public Administration (4%) and Other Except Public Administration (4%).

**Income**

- Estimated median household income in 2009: \$64,661 (up from \$48,678 in 2000)
- Estimated aggregate household income in Winters in 2009: \$168,465,452
- Estimated median family income in 2009: \$73,603
- Estimated per capita income in 2009: \$24,261
- Change in median per capita income between 2000 and 2009: +41.6%

**Employment Levels**

The State of California Employment Development Department reports the following unemployment rates for Winters:

Year	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Rate	4.8%	4.8%	5.7%	6.1%	5.8%	6.4%	5.9%	6.5%	8.4%	12.8%

(Note: Annual unemployment data is not available for 2010)

**Valuation of City Owned Property**

**(Figure 5: City of Winters Property Values)**

Facility	Address	Valuation
Winters City Hall	318 First Street	\$1,273,170 (1,970,345)*
Winters Admin & Finance Bldg.	318A First Street	\$348,374*
Winters Public Safety Facility	700 & 702 Main Street	\$8,500,000*
Winters Community Center & Shed	201 Railroad Avenue	\$1,358,079 (1,428,633)*
Corp Yard, Garage, Office & Tank	19 E. Baker Street	\$724,280 (1,159,175)*
Grant Avenue Commercial Property	Grant Avenue at East Street	\$908,000
Rogers Building		\$207,000
314 Railroad Avenue	314 Railroad Avenue	\$335,000 (360,780)
318 Railroad Avenue	318 Railroad Avenue	\$240,000 (298,932)
Winters Day Care Center	208 Fourth Street	\$306,719*
12-14 Abbey Street	12-14 Abbey Street	\$560,000
Parking Lot	311 First Street	\$220,000
Parking Lot	Railroad Avenue between Abbey & Main Sts.	\$265,000
Pocket Park	23 Main Street	\$220,000
City Park w/ restrooms	401 Main Street	\$115,974 (130,479)*
Rotary Park, Gazebo & Restrooms	201 Railroad Avenue	\$187,105*
Valley Oak Park	702 Valley Oak Drive	
Blue Oak Park	400 East Main Street	\$60,105*
Putah Creek Nature Park	250 and 600 Creekside Way	
Trestle Pedestrian/Bike Bridge	Across Putah Creek at 201 Railroad Avenue	
Well #2	201 East Street	\$38,358 (157,007)*
Water Well #3 & Tank	402 Main Street	\$306,736 (425,411)*
Well #4	702 Valley Oak Drive	\$10,357 (142,218)*
Well #5	West end of Niemann Street	\$25,455 (163,908)*
Well #6	501 East Main	\$23,255 (682,550)*
Well #7	700 Main Street	\$585,546 (833,104)*
Wastewater Treatment Facility	200 East Street	\$153,109 (\$548,686)*
Spray Fields and Ponds	County Road 32A	\$42,701 (618,479)*
Lift Station 1	811 Walnut Lane	\$26,025*
Lift Station 2	200 East Street	
Lift Station 3	700 Main Street	\$26,025*
Lift Station 4	100 Myrtle Circle	\$197,787*

\* Based on values for structures (and contents) used for insurance valuation. Amount does not include value of the land.

## **GOVERNMENT**

### **ORGANIZATION**

#### **Executive Governance**

Winters has a Council-Manager form of government. The City Council is an elected, five-member governing body of the City. All five Council Members serve staggered four-year terms. The Mayor is selected as the candidate receiving the most votes in the election and serves two years as Mayor Pro Tem, then two years as Mayor. Regular City Council meetings are held on the first and third Tuesdays of each month in the City Council Chambers at City Hall. The Mayor is the official spokesperson for the City Council. The City Manager provides support and advice to the City Council and serves as the Chief Administrative Officer responsible for the day-to-day administration of City business, implementation of Council policies, and the fostering of community relationships and inter-agency collaboration. Appointed commissions include a Planning Commission.

#### **Policy & Direction**

Economic development in Winters to enhance recurring revenues and enhance the fiscal sustainability of the City is our highest priority. Economically the City's lack of growth and economic development represents a significant issue for the community. While demands grow for public safety, recreational and senior services, the lack of fiscal growth and resources significantly limits the City's ability to be responsive to our residents' needs. A significant downturn in the economy has delayed the construction of new commercial properties and housing development. Additionally it is anticipated that fiscal problems at the State level will have a negative effect on the City's budget for years to come.

Over the past several fiscal years the City of Winters has worked to position itself in a manner that enhances its ability to operate and provide a higher level of efficiency and quality of services. From Public Works to Police and Fire, the City of Winters prides itself in its ability to constantly perform better in serving its residents.

The City has a solid strategy for repair and replacement of its infrastructure, with many capital projects implemented to fix and rehabilitate water and sewer systems and deteriorating streets. City parks and landscaped areas have never looked better. City staff is better trained and are performing at levels never experienced before. As an organization, the City's goal is always to improve the services provided to residents. City employees take pride in the work they perform and always work to keep things running smoothly and within budget.

The City has worked diligently to build up its reserves to maintain a conservative fiscal protection for the community. The need to use some of those reserves during the past few years has become a reality until revenues are increased. The need for economic development to add revenue is seen as the most important priority of the City.

**Financing**

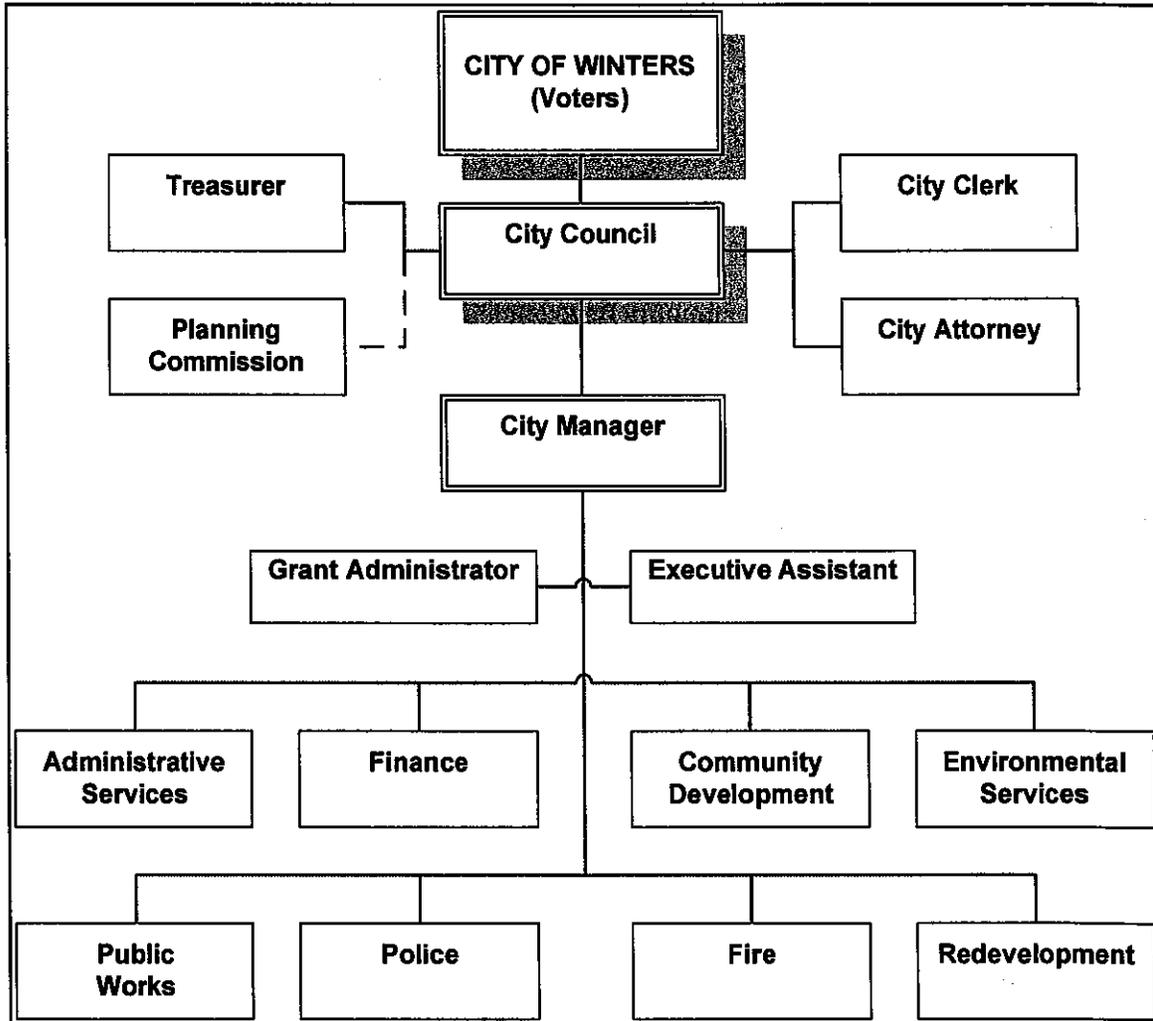
Projected revenues and budgeted expenditures for the City of Winters for fiscal year 2011-2012 are as follows:

**(Figure 6: FY11-12 City Budget)**

General Fund Revenues Projected	\$3,299,598.00
General Fund Budgeted Expenditures	\$3,476,643.00
Special Fund Revenues Projected	\$974,342.00
Special Fund Budgeted Expenditures	\$806,476.00
Capital Fund Revenues Projected	\$642,910.00
Capital Fund Budgeted Expenditures	\$207,896.00
Enterprise Fund Revenues Projected	\$2,509,664.00
Enterprise Fund Budgeted Expenditures	\$2,297,811.00

Departments

(Figure 7: City of Winters Organization)



## Government Services

The City of Winters provides the following services directly to its citizens through municipal departments:

- Police Protection
- Fire Protection
- Public Works – water, streets and trees
- Community Center
- Visitors Center (contracted services)
- Recreation Programs for adults and youths
- After School Program
- Parks
- Building Inspection and Community Development
- Housing Programs – First Time Home Buyer and Senior Housing Rehabilitation
- Monthly Newsletter and Social Media Outreach
- Transportation Services to Medical Appointments for the Elderly

The City Contracts for the following services for its citizens:

- Refuse Collection, Recycling, Green Waste Collection and Street Sweeping – Waste Management
- Sewer/Wastewater Treatment – Southwest Water Company

Additional services provided to Winters citizens through other agencies:

- Public Transportation – Yolo Bus/County of Yolo
- Public Education – Winters Joint Unified School District
- Senior Lunches/Meals on Wheels – Elderly Nutrition Program

## Municipal Ordinance

The Winters Municipal Code is current through Ordinance 2011-03, passed April 19, 2011. The following municipal codes and associated ordinances refer to local mitigation and/or associated land use practices and policies.

- Planning Commission – Functions as per Title 7 of the Government Code of the state (Ord. 93-05 §3)
- Disaster and Emergency Organization
- Hazardous Materials – Chapter 11 of Title 6 of Yolo County Code (Ord. 83-07 §1(part))
- Water Service (Ord. 2009-12§1 (part))
- Wastewater (Ord. 80-01§101)
- Backflow and Cross Connection Control – (Ord. 93-002 §1 (part))
- Building Code – Adopted by reference 2007 California Building Code, California Code Volumes 1 & 2 based on 2006 International Building Code including Appendix Chapter 1,

Administrative, excluding Sections 104.8, 108.2, 109.3.5 (Ord. 2008-02 §2 (part), editorially amended during 2003 codification, Ord. 2000-03 §2 (part))

- Abatement of Dangerous Buildings – Adopted by reference the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition as adopted and published by the International Conference of Building Officials (Ord. 2000-03 §2 (part)).
- 15.16 Electrical Code – Adopted by reference 2007 California Electrical Code, California Code of Regulations, Title 24, Part 3, based on the 2005 National Electric Code as published by the National Fire Protection Association... (Ord. 2008-02 §4 (part); editorially amended during 2003 codification; Ord. 2000-03 §2 (part)).
- Fire Code – Adopted by reference 2007 California Fire Code, California Code of Regulations, Title 24, Part 9, based on the 2006 International Fire Code as published by the International Code Council (Ord. 2008-02 §5 (part); Ord. 2003-04 §19 (part); Ord. 2000-03 §2 (part)).
- 15.28 Mechanical Code – Adopted by reference 2007 California Mechanical Code, California Code of Regulations, Title 24, Part 4, based on the 2006 Uniform Mechanical Code as published by the International Association of Plumbing & Mechanical Officials.... (Ord. 2008-02 §7 (part); editorially amended during 2003 codification, Ord. 2000-03 §2 (part)).
- 15.32 Plumbing Code – Adopted by reference 2007 California Plumbing Code, California Code of Regulations, Title 24, Part 5, based on the 2006 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials... (Ord. 2008-02 §8 (part); editorially amended during 2003 codification; Ord. 2000-03 §2 (part)).
- 15.64 Flood Damage Protection – (Ord. 94-04 (part)).
- 15.84 Historical Building Code – Adopted by reference 2007 California Historical Building Code, California Code of Regulations, Title 24, Part 8 (Ord. 2008-02 §11).
- Reference Standards Code – Adopted by reference 2007 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12 (Ord. 2008-02 §14).
- 16 Subdivisions – (Ord. 2009-05 §1 (part)).
- 17 Zoning – Zoning Plan and Land Use Practices (Ord. 97-03 §2 (part)).

The following Winters Municipal Codes also provide for hazard mitigation:

- 8.04 – Garbage Service
- 8.12 – Weed Abatement
- 8.16 – Mosquito Abatement

#### **BOARDS & COMMISSIONS**

The Winters Planning Commission is comprised of seven commissioners appointed by the Winters City Council. Planning Commission terms are four years in length.

#### **PLANNING & DEVELOPMENT**

##### **General Plan**

The Winters City Council adopted a revised General Plan on May 19, 1992. As required by law, the General Plan addresses the following seven topics or “elements.” These are land use, circulation, housing, conservation, open space, noise and safety. The plan analyzes issues of importance to the community, sets forth policies in text and diagrams for conservation and development, and outlines specific programs for implementing these policies.

A fundamental objective of the Winters General Plan is to provide for an increased residential base and expanded commercial activity without jeopardizing the traditional small town quality and agricultural heritage of the community. To facilitate the achievement of this objective included in the General Plan are the designation and distribution of 16 land use categories.

Specific sections addressing mitigation and safety are: Part 1 -- Land Use Diagram and Standards and Part II -- Goals, Policies and Implementation Programs, Section 1 -- Land Use and Section VII -- Health and Safety.

#### **PUBLIC SAFETY & PREPAREDNESS**

##### **Police Department**

The Winters Police Department is a small city police agency with 10 current fulltime peace officers, which consist of a Police Chief, Sergeant, two Corporals, and seven Police Officers. Patrol operations are 24/7 and officers respond to all calls for services and emergencies.

Officers conduct traffic enforcement, investigate reported criminal offenses, crime prevention, and accident investigation. Since there are no dedicated detectives/investigators for major cases, patrol officers typically investigate all of their own assigned cases, unless reassigned by a superior officer.

The police department also has a community services officer [CSO] who assists records and police operations with several routine duties. The CSO is trained and certified as a crime scene investigator to properly locate and collect evidence.

The police records division consists of three non-sworn employees, which includes the CSO. They enter the data from police reports, citations, and other information collected from police related matters. Records manage all police reports and submit monthly reports to the Department of Justice.

The police department currently has two officers that are field force trained for a mutual aid response for riot control incidents. There are no stipulations or conditions to be on-call or standby for any such events. Their ability to respond is only according to their availability.

##### **Fire Department**

The Winters Fire Department currently is staffed with three Fire Chiefs (contracted through the City of Dixon), two Fire Captains, one Firefighter, one Administrative Assistant, Reserve Firefighters and Volunteers. In October of 2011, with the hiring 23 Reserve Firefighters the department went to a 24/7 sleeper program. The Department covers approximately 86 square miles in Yolo County which make up the City of Winters and the Winters Fire District. Services provided by the Winters Fire Department include; fire suppressions, fire prevention, training and public education.

Emergency medical services are provided by department personnel at the First Responder and Emergency Medical Technician (EMT) level. Paramedic services are contracted through American Medical Response (AMR), and their transport unit under contract, must respond to calls for service within fifteen minutes 90% of the time.

We provide and receive mutual aid services from three counties, which include Yolo County, Napa County, and Solano County agencies. The Fire department serves a population of approximately 7000. Station 26 runs approximately 600 calls per year depending on the fire season. The City and

the District are served by one station located at 700 Main Street. The Winters Fire Department Currently has an ISO Rating of a 4/8B.

**Emergency Management & Preparedness**

The City adopted an updated Emergency Operations Plan in April 2010. All City department heads have received a copy of the plan and a training reviewing the plan was held for all City staff. Additionally, all City staff with Emergency Operations Center (EOC) duties have received IS-100 and IS-200 training. Select staff has received and will continue to receive additional training as required of their positions.

Included in the City's recently constructed Public Safety Facility is a new EOC equipped with telephones, wireless internet access and multiple monitors with both television cable and computer screen capability. City staff were trained in the operation of the new EOC in September 2011 and participated in an exercise in October of 2011.

**Continuity & Sustainability**

The City is moving towards a continuity planning initiative.

**CITY OF WINTERS CRITICAL FACILITIES**

**(Figure 8: City of Winters Critical Facilities)**

Facility	Location	Facility	Location
City Hall	318 First Street	Water Well #2	201 East Street
Administrative & Finance Offices	318A First Street	Water Well #4	702 Valley Oak Drive
Public Safety – Fire	700 Main Street	Water Well #5	500 Niemann Street
Public Safety – Police	702 Main Street	Water Well #6	501 E. Main Street
Corporate Yard	19 E. Baker Street	Water Well #7	700 Main Street
Corporate Yard Garage	19 E. Baker Street	Lift Station 1	811 Walnut Lane
Community Center	201 Railroad Avenue	Lift Station 2	200 East Street
Wastewater Treatment	200 East Street	Lift Station 3	700 Main Street
Spray Fields & Ponds	27999 Co Road 32A	Lift Station 4	100 Myrtle Circle

**COMMUNITY ACTIVITY**

**BUSINESS & ECONOMIC PROFILE**

**Major Businesses**

- Mariani Nut Company - 709 Dutton Street
- Buckhorn Restaurant Group - 111 Main Street
- Teichert Readymix Plant - 27710 County Road 90
- Pavestone Company - 27600 County Road 9

## **Retail Outlets**

- Chevron Service Station - 999 E Grant Avenue
- Town & Country IGA Market - 121 E Grant Avenue

## **Health & Wellness**

### **HOSPITALS/MEDICAL CENTERS**

#### Hospitals

There are no acute care hospitals in Winters.

#### Acute Care Medical Facilities

None

#### Medical Clinics

- Winters Healthcare Foundation Clinic - 23 Main Street
- Sutter West Medical Group - 111 E Grant Avenue

#### Skilled Nursing Home Facilities

None

### **COMMUNITY SERVICES**

#### **Community Facilities in Winters**

- Winters Community Library - 708 Railroad Avenue
- Winters Community Center - 201 Railroad Avenue
- Winters Outdoor Amphitheatre – 201 Railroad Avenue
- City Park - Fourth & Main Street
- Rotary Park - E Main & Railroad Avenue
- Blue Oak Park - E Main & Maple Lane
- Valley Oak Park - South End of Valley Oak Drive

### **EDUCATION**

#### **Colleges/Universities in Winters**

There are no universities or colleges located in Winters.

**Public Primary & Secondary Schools in Winters**

**(Figure 9: Public Primary & Secondary Schools in Winters)**

School	Location	Grades
Waggoner Elementary School	500 Edwards Street	K-3
Shirley Rominger Intermediate School	502 Niemann Street	4-5
Winters Middle School	425 Anderson Avenue	6-8
Winters High School	101 Grant Avenue	9-12
Wolfskill Continuation High School	200 Baker Street	9-12
Winters Preschool	219 Edwards Street	Pre-Kindergarten

**INFRASTRUCTURE**

**OVERVIEW**

Critical infrastructure within city jurisdiction are roadways, including two bridges, communication systems (land line and cellular telephone, public safety radio network) and utilities (electrical power, water supply, sewage treatment, natural gas and petroleum fuels). Residents rely heavily on these critical infrastructure items being in place and working properly. A disruption in any of these could threaten the safety of Winters residents and have a severe economic impact as well.

**COMMUNICATIONS**

**Telephone**

Primary land line commercial phone service is provided by AT&T however there are several cellular networks operating in the area.

**Data Networks**

Wave Cable, SBC Global and Winters Broadband are the major data network providers.

**Community Cable TV**

Wave Cable provides community cable television service.

**Broadcast Media**

The following television stations broadcast signals to the jurisdiction:

**(Figure 10: Television Stations)**

Call Sign	Broadcast Point	Call Sign	Broadcast Point
KCRA Channel 3	Sacramento	KSPX Channel 29	Sacramento
KVIE Channel 6	Sacramento	KMAX Channel 31	Sacramento
KXTV Channel 10	Sacramento	KTXL Channel 40	Sacramento
KOVR Channel 13	Stockton	KQCA Channel 58	Stockton
KEZT-CA Channel 23	Sacramento		

**(Figure 11: AM Radio Stations)**

<b>AM Radio Stations Serving Winters</b>			
<b>Call Sign</b>	<b>Broadcast Point</b>	<b>Call Sign</b>	<b>Broadcast Point</b>
KCBS - 740	San Francisco	KIQI - 1010	San Francisco
KFBK - 650	Sacramento	KTCT - 1050	San Mateo
KSTE - 650	Rancho Cordova	KGO - 810	San Francisco
KHTK - 1140	Sacramento	KFAX - 1100	San Francisco
KTRB - 860	Modesto	KCBC - 770	Riverbank
KFIA - 710	Carmichael	KATD - 990	Pittsburg
KNBR - 680	San Francisco		

**(Figure 12: FM Radio Stations)**

<b>FM Radio Stations Serving Winters</b>			
<b>Call Sign/Frequency</b>	<b>Broadcast Point</b>	<b>Call Sign/Frequency</b>	<b>Broadcast Point</b>
KUIC - 95.3	Vacaville	KNDL - 8.9	Angwin
KLVR - 91.9	Santa Rosa	KXTS - 100.9	Calistoga
KBBF - 89.1	Santa Rosa	KKSF (FM1) - 103.7	Pleasanton
KBLX (FM2) - 102.9	Pleasanton	KSOL (FM3) - 98.9	Pleasanton
KFRC (FM3) - 99.7	Walnut Creek	KZBR (FM1) - 95.7	Walnut Creek
KKFS - 105.5	Dunnigan	KISQ (FM3) - 98.1	Concord
KMEL (FM1) - 106.1	Concord	KSXY - 98.7	Middletown
KSFM - 102.5	Woodland	KRCX - 99.9	Marysville
KSFB - 100.7	San Rafael	KMJE - 101.5	Gridley

**Print Media**

The following local and regional newspapers serve the jurisdiction:

- Winters Express
- Davis Enterprise
- Vacaville Reporter
- Daily Democrat (Woodland)
- Sacramento Bee

**TRANSPORTATION**

**Highways**

The City of Winters is served by the following primary highways:

- Interstate 505
- State Highway 128

**Rail**

There are no rail lines, terminals or passenger stations within the jurisdiction.

### **Airports**

There are no commercial or general aviation airports within the City of Winters, however the following area and regional air transport facilities serve the jurisdiction:

- Sacramento International Airport (Commercial Aviation)
- Yolo County Airport (General Aviation)

### **Marine**

Although Winters borders Putah Creek there are no navigable waterways within or shared by the jurisdiction.

### **Pipeline**

Two major natural gas pipelines owned by Pacific Gas & Electric run side by side through Winters.

### **UTILITIES & LIFELINES**

#### **Power**

Pacific Gas and Electric Company (PG&E) provides commercial power to the jurisdiction.

#### **Water**

Water is provided by the City of Winters Water Department. The system is comprised of five (5) wells, the City utilizes groundwater only. Water is disinfected with chlorine with no other treatment or additives. There are no water storage facilities. On average 550 million gallons are produced per year, serving 2025 water service connections. The system operates at a pressure of 55-60 psi (pounds per square inch). Wells are able to respond independently and jointly to address pressure changes and demand. The City has recently added a SCADA system and also installed water meters at all service locations

#### **Natural Gas**

The City receives its pressurized natural gas service through the Pacific Gas and Electric Company.

#### **Waste Water Treatment**

The City contracts with Southwest Water Company for its waste water treatment.

#### **Solid Waste Management**

The City contracts with Waste Management for refuse collection, curbside recycling, street sweeping and green waste collection.



## **PLANNING PROCESS DOCUMENTATION**

### **GENERAL INTENT & PROCESS**

In an effort to elicit a general response regarding both the perception of risk within respective communities, as well as providing a live forum for public input, the Steering Committee organized two outreach efforts.

The first outreach effort involved the development of a questionnaire, designed to identify the public's perception of threat within respective communities, as well as the individual level of importance associated with the implementation of preparedness activities.

The second outreach effort was designed to provide a live forum in which attending members of the public could be presented a basic orientation on mitigation planning activities; ask general or specific questions; voice local concerns; and contribute recommendations for mitigation planning enhancements.

The two efforts were conducted within a close timeframe and designed to complement the outreach process by reinforcing what information was gleaned from both activities.

### **PUBLIC PARTICIPATION SURVEY**

#### **Citizen Questionnaires**

All jurisdictions conducted an aggressive drive to receive public input on the general perception of threats within their community, the importance of individual preparedness, and the level of hazard mitigation.

In order to facilitate the use of new outreach technologies, the bulk of the survey was conducted using the Internet, with access provided through existing governmental websites.

Yolo County, Cities of Davis and West Sacramento placed a letter to interested citizens introducing the attached questionnaire on their official web sites with an invitation to fill it out and return it. Davis had 32 responses and West Sacramento had 15 responses. The City of Woodland mailed a copy of the questionnaire with their utility bills and received 889 responses. The City of Winters received 102 responses to the same survey. Yolo County Housing supported the public outreach effort by distributing approximately two thousand of the public participation surveys to their clients. This includes over six hundred landlords, fourteen hundred low income and Section 8 households through out Yolo County.

### **PUBLIC MEETINGS**

#### **General**

The Steering Committee considered the options available regarding conducting public meetings for the purpose of revealing and gathering comment from the community relating to the Plan draft. After several discussions, three jurisdictions choose to participate in the open public outreach meetings: City of Winters, City of Woodland, and the County of Yolo. While all municipalities were involved in the decision process and encouraged to participate in individual local sessions, the result was two combined public presentations.

**INTEGRATION OF PUBLIC INPUT**

Information collected from questionnaires and through interaction with the community at the two public forums was analyzed by the Hazard Mitigation Steering Committee and County OES staff and used to help identify public concern and perceptions on identified threats.

As Plan stake holders developed their individual hazard prioritization matrices, the information from their respective communities was also considered in formulating the hazard list and subsequent analysis of each of those hazards. The result was a listing of High, Moderate and Low Risk Priority natural, technological, and human-conflict hazards that can or could impact the Yolo Operational Area. Out of that general assessment, prioritized mitigation strategies, with identified implementation projects, was developed by inter-jurisdictional consensus.

**Future Public Input**

The Yolo Operational Area Hazard Mitigation Steering Committee has made the commitment to periodically bring this plan before the public through public meetings and community posting so that citizens may make input as strategies and implementation actions change. Each jurisdiction is responsible for assuring that their citizenry are informed when deemed appropriate by the standing Steering Committee.



# COUNTY OF YOLO

Office of the County Administrator

*Patrick S. Blacklock*  
County Administrator

Beth Gabor  
Manager of Public Affairs

625 Court Street, Room 204 • Woodland, CA 95695  
(530) 666-8195 • FAX (530) 666-8193  
[www.yolocounty.org](http://www.yolocounty.org)

**FOR IMMEDIATE RELEASE**  
August 17, 2011

Contact: Beth Gabor, Manager of Public Affairs  
(530) 666-8042 [w] • (530) 219-8464 [c]

## Hazard Mitigation Survey

(Woodland, CA) – Every five years, the local Multi-Hazard Mitigation Plan is updated and submitted to Federal Emergency Management Agency (FEMA). The plan addresses threats from potential hazards and identifies possible strategies to reduce impacts. This year, Yolo County, the cities of Davis, West Sacramento, Winters and Woodland, the Yocha Dehe Wintun Nation, Yolo County Housing, and the Yolo County Office of Education are completing a combined plan. As part of the plan update process, the public is encouraged to provide input by completing a survey to identify the community's concerns about hazards. The survey can be found online at [www.yolocounty.org](http://www.yolocounty.org). Paper copies of the survey are also available at the following locations through September 11, 2011:

All branch of the Yolo County Library (visit: [www.yolocountylibrary.org](http://www.yolocountylibrary.org) for branch locations)

Woodland Library  
201 First Street, Woodland

Davis City Hall  
23 Russell Boulevard, Davis

West Sacramento City Hall  
1110 W. Capitol Avenue, West Sacramento

Winters City Hall  
318 First Street, Winters

Woodland City Hall  
300 First Street, Woodland

Yolo County Administration Building  
625 Court Street, Woodland

Yolo County Housing Central Office  
147 W. Main Street, Woodland

Yocha Dehe Fire Station  
14170 Golf Course Drive, Brooks

###

### Yolo County Hazard Mitigation and Preparedness Survey

This survey is designed to help the Hazard Mitigation Steering Committee identify the community's concerns about natural and human-caused hazards, to better understand community needs in reducing risk and loss from such hazards. It should be completed by an adult, preferably the homeowner or the head of the household. Please take a few minutes to complete this survey. All individual responses are strictly confidential, and are for research purposes only.

This survey can also be found online at [www.yolocounty.org](http://www.yolocounty.org)

1. Zip Code \_\_\_\_\_ Community Name or Location \_\_\_\_\_ Within city limits? Y  N   
Do you have internet access? Y  N  Do you own  or rent  ?

2. How concerned are you about the following threats affecting your community? Please give each a priority rating as follows:  
**0= not concerned; 1 = Somewhat concerned; 2= Moderately concerned; 3 = Very concerned**

- |   |   |
|---|---|
| <input type="checkbox"/> Floods                       | <input type="checkbox"/> Transportation Loss                          |
| <input type="checkbox"/> Levee Failure                | <input type="checkbox"/> Fire   |
| <input type="checkbox"/> High Winds                   | <input type="checkbox"/> Telecommunications Failure                   |
| <input type="checkbox"/> Dam Failure                  | <input type="checkbox"/> Radiological Incident                        |
| <input type="checkbox"/> Health Alert / Mass Disease  | <input type="checkbox"/> Public/Civil Disorder                        |
| <input type="checkbox"/> Landslides/Mudslides         | <input type="checkbox"/> Special Events                               |
| <input type="checkbox"/> Earthquake                   | <input type="checkbox"/> Terrorism                                    |
| <input type="checkbox"/> Biological (plant or animal) | <input type="checkbox"/> Utilities Interruption                       |
| <input type="checkbox"/> Severe Storm                 | <input type="checkbox"/> Environmental (drought, air pollution, etc.) |
| <input type="checkbox"/> Hazardous Materials          | <input type="checkbox"/> Volcanic Eruption                            |

3. What is the most effective way for you to receive information about how to make your household and home safer from natural disasters? *(Please check all that apply)*

**Media:**

- Newspaper stories
- Newspaper ads
- Television news
- Television ads
- Radio news
- Radio ads

- Books
- Mail
- Fire Department
- Website
- Fact sheet/brochure
- Church/religious organization
- Employer
- Public meetings
- University or research institution
- Utility bills
- Other \_\_\_\_\_

**Other methods:**

- Schools
- Outdoor advertising (billboards, etc.)

4. How aware are you of the natural hazards that could affect your home?  
 Not at all  Somewhat  Moderately  Very much

**Yolo County Hazard Mitigation and Preparedness Survey**

5. In the following list, please check those activities that you or someone in your household, **have done**, **plan to do** in the near future, **have not done**, or are **unable to do**. (Please check one answer for each preparedness activity.)

Have you or someone in your household:	Have Done	Plan To Do	Not Done	Unable To Do
Attended meetings or received written information on natural disasters or emergency preparedness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talked with family members about what to do in case of a disaster or emergency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Natural and human-caused disasters can have a significant impact on a community but planning for these events can help lessen the impact. The following statements will help us determine community priorities in planning for these hazards. Please tell us how important each one is to you.

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	<input type="checkbox"/>				
Protecting critical facilities (hospitals, transportation networks, fire stations)	<input type="checkbox"/>				
Preventing development in hazard areas	<input type="checkbox"/>				
Protecting natural environment	<input type="checkbox"/>				
Protecting historical / cultural landmarks	<input type="checkbox"/>				
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	<input type="checkbox"/>				
Protecting and reducing damage to utilities	<input type="checkbox"/>				
Strengthening emergency services (police, fire, ambulance)	<input type="checkbox"/>				

THANK YOU for providing this information. Please return this survey to any of the following locations:

- Any branch of the Yolo County Library
- Woodland Library
- Any city hall (Davis, West Sacramento, Winters, Woodland)
- Or return by mail to:
- Yolo County Administration Building
- Yolo County Housing Central Office
- Yocha Dehe Fire Station

Yolo County OES  
625 Court Street, Room 202  
Woodland, CA 95695

## Encuesta de preparación y Mitigación de riesgo del Condado de Yolo

Esta encuesta ha sido diseñada para ayudar al comité gobernante en mitigación de riesgo a identificar las preocupaciones de la comunidad acerca de los riesgos naturales y causados por el ser humano, para entender mejor las necesidades de la comunidad en la reducción de riesgo y pérdidas relacionadas con dichos riesgos esta encuesta deberá ser completada por un adulto de preferencia el dueño del hogar o el jefe de familia. Por favor tome unos minutos para completar esta encuesta. Todas las respuestas individuales son estrictamente confidenciales y solo tienen el propósito de investigación.

Esta encuesta también se puede encontrar en internet en la página [www.yolocounty.org](http://www.yolocounty.org)

1. Código postal \_\_\_\_\_ Nombre de la Comunidad o Localidad \_\_\_\_\_  
Esta localizada dentro de límites de la ciudad? Si  No  Es usted dueño de casa  Renta   
Tiene usted acceso a servicio de internet? Si  No
2. Que tan preocupado está usted en relación a los siguientes riesgos que afectan su comunidad. Por favor a continuación indique con número de porcentaje la prioridad:  
**0= no hay preocupación; 1 = Algo de preocupación; 2= Preocupación Moderada;  
3 = Bastante preocupación**  

<input type="checkbox"/> Inundaciones	<input type="checkbox"/> Pérdida de transporte
<input type="checkbox"/> Fallas en los diques	<input type="checkbox"/> Incendios
<input type="checkbox"/> Altos Vientos	<input type="checkbox"/> Fallas en Telecomunicación
<input type="checkbox"/> Fallas en las presas	<input type="checkbox"/> Incidente Radiológico
<input type="checkbox"/> Alerta en salud / Enfermedades masivas	<input type="checkbox"/> Desorden Público/Civil
<input type="checkbox"/> Deslizos de tierra/deslizos de lodo	<input type="checkbox"/> Eventos Especiales
<input type="checkbox"/> Terremoto	<input type="checkbox"/> Terrorismo
<input type="checkbox"/> Biológica (planta o animal)	<input type="checkbox"/> Interrupción de las Utilidades
<input type="checkbox"/> Tormeta Severa	<input type="checkbox"/> Ambiental (Sequia, contaminación en el aire, etc.)
<input type="checkbox"/> Materiales Riesgosos	<input type="checkbox"/> Erupción Volcánica
3. Cual es la manera más efectiva para usted de recibir información en como hacer de su hogar y su casa un lugar seguro de desastres naturales? (Por favor marque todas casillas que le apliquen)  
**Medios publicitarios:**  

<input type="checkbox"/> Historias en los diarios	<input type="checkbox"/> Anuncios en Televisión
<input type="checkbox"/> Anuncios en el diario	<input type="checkbox"/> Noticias por la Radio
<input type="checkbox"/> Noticias por Televisión	<input type="checkbox"/> Anuncios por la Radio

  
**Otros métodos:**  

<input type="checkbox"/> Escuelas	<input type="checkbox"/> Iglesia/Organización religiosa
<input type="checkbox"/> Publicidad al aire libre(carteleras, etc.)	<input type="checkbox"/> Empleador
<input type="checkbox"/> Libros	<input type="checkbox"/> Reuniones Públicas
<input type="checkbox"/> Correo	<input type="checkbox"/> Universidad o instituciones de investigación
<input type="checkbox"/> Departamento de Bomberos	<input type="checkbox"/> Cobros de Utilidades
<input type="checkbox"/> Página Electrónica	<input type="checkbox"/> Otro _____
<input type="checkbox"/> Página de datos/Folleto	
4. Que tanto está usted informado en relación a los riesgos naturales que pueden afectar su hogar?  
 Nada  Algo  Moderadamente  Bastante

**Encuesta de preparación y Mitigación de riesgo del Condado de Yolo**

5. En la siguiente lista, por favor indique las actividades que usted o alguien en su hogar ha hecho o planea hacer en un futuro proximo, no ha hecho o no le ha sido posible hacer. (Por favor conteste una respuesta por cada actividad de preparación.)

Usted o alguien en su hogar :	A hecho	Planea hacer	No ha hecho	No le ha sido posible hacer
A participado en reuniones o recibido información en escrito acerca de desastres naturales o preparación para emergencias?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A conversado con miembros de familia acerca de lo que hay que hacer en caso de un desastre o emergencia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A desarrollado un "Plan de emergencia Hogar/familia" para poder decidir lo que cada uno tiene que hacer en el evento de un desastre?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparado un "Estuche con Suministros para Desastres" (alimentos adicionales, agua, baterías, medicamentos, primeros auxilios, y otros suministros)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
El año pasado, fue alguien de su hogar capacitado en primeros auxilios o en resucitación Cardio-Pulmonar(CPR)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Los desastres naturales o causados por seres humanos pueden tener un impacto significativo en una comunidad pero el planear para estos eventos puede ayudar a amenorar el impacto. Las siguientes declaraciones nos ayudaran a determinar las prioridades en la comunidad en la planeación para estos riesgos. Por favor indique que tan importantes son cada una de estas declaraciones para usted.

Declaración	No es importante	No es tan importante	Neutral	Algo importante	Muy importante
Protegiendo propiedad privada	<input type="checkbox"/>				
Protegiendo instalaciones críticas (hospitales, Redes de transporte, Estaciones de bomeberos)	<input type="checkbox"/>				
Evitando el desarrollo en areas riesgosas	<input type="checkbox"/>				
Protegiendo el ambiente natural	<input type="checkbox"/>				
Protegiendo monumentos históricos/ culturales	<input type="checkbox"/>				
Promoviendo cooperación entre agencias publicas, ciudadanos, organizaciones no lucrativas y negocios	<input type="checkbox"/>				
Protegiendo y reduciendo daño a las utilidades	<input type="checkbox"/>				
Fortaleciendo servicios de emergencia (policia, bomberos, ambulancia)	<input type="checkbox"/>				

**Encuesta de preparación y Mitigación de riesgo del Condado de Yolo**

GRACIAS por proveer esta información. Por favor regrese esta encuesta a cualquiera de las siguientes localidades:

- Cualquier Biblioteca de el condado de Yolo
- Biblioteca de Woodland
- Cualquier oficina de presidencia (Davis, West Sacramento, Winters, Woodland)
- Edificio administrativo Condado Yolo
- Oficina central de viviendas de el Condado Yolo
- Estación de bomberos Yocha Dehe

O envíela por correo a:

Yolo County OES  
625 Court Street, Room 202  
Woodland, CA 95695

**Survey Synopses**

The following information represents results received from an inter-jurisdictional outreach effort associated with identifying public concerns over identified hazards and threats within the Yolo Operational Area. The outreach consisted of a multi-question survey that was disseminated electronically using local and tribal government web access points, as well as paper distribution at selected public offices and facilities.

SURVEY PROCESS DETAILS

**Table 1-2A: Total Survey Details**

No.	Category	Details
1.	Total Responses Received	117
2.	Response Methods	32 submitted online 85 submitted on paper
3.	Responses by Jurisdiction:	26 - City of Davis 29 - City of West Sacramento 15 - City of Winters 23 - City of Woodland 2 - Yocha Dehe Wintun Nation 12 - Unincorporated Yolo County
4.	Other Jurisdictional Responses:	4 - West Sacramento (Unclear if city or county) 1 - Winters (Unclear if city or county) 4 - Woodland (Unclear if city or county) 1 - Unknown community
5.	Unincorporated Communities:	2 - Brooks 1 - Clarksburg 1 - No-Man's Land (Davis Migrant Center) 1 - Esparto 2- Dunnigan 2 - Madison 3 - Winters Unincorporated
<p>* Note: West Sacramento (incorporated) and unincorporated have one survey each that simply checked threats, rather than ranking them. Hence, although included in the jurisdiction totals, these surveys are not represented in these results.</p>		

**Decision Process on Location**

Primary consideration was given to zip code: 95616 and 95618, Davis; 95605 and 95691, West Sacramento; 95695 and 95776, Woodland; 95694, Winters; all others, unincorporated county (but see note below).

If the "Within city limits" box was checked "Yes", the surveys with city zip codes were considered to be within the incorporated limits. If the box was left blank, a determination was attempted based on the "Community Name or Location" provided. If it still was unclear, the entry was not assigned to a jurisdiction for jurisdiction level results.

Yocha Dehe Wintun Nation shares a zip code with the unincorporated community of Brooks. Those surveys which had community/location identification as Yocha Dehe were considered to be part of the Yocha Dehe jurisdiction. Those which did not were considered part of the unincorporated community of Brooks.

The only exception to the zip code primacy was the single entry for Esparto. That survey came with an identified zip code of 95621, which is not within Yolo County, but the community listed is Esparto and the survey came from the Esparto branch of the Yolo County library. Hence it was deemed to be for the unincorporated community of Esparto.

**Multiple Responses on Single Answer Questions**

There were a few instances of multiple answers being provided for a question that intended only one answer. When it was not clear that one answer had been overruled in favor of another answer, the question was treated as though it had not been answered.

EFFECTIVE WAYS TO RECEIVE INFORMATION

The top 5 effective ways to receive information per jurisdiction (with number of selections):

Table 1-2B: Methods of Survey Information Reception

Method	# Responses	Method	# Responses
<b>1. All Jurisdictions</b>			
TV News	85	Jurisdiction Website	52
Mail	57	Radio news	51
Newspaper stories	53		
<b>2. City of Davis</b>			
Newspaper stories	13	City Website	12
Mail	13	Schools	10
TV news	12		
<b>3. City of West Sacramento</b>			
TV News	23	TV Ads	13
Mail	18	City Website	12
Radio news	14		
<b>4. City of Winters</b>			
TV News	11	Utility bills	7
Newspaper stories	9	Mail	6
Radio news	8	Fact sheet/Brochure	6
<b>5. City of Woodland</b>			
TV News	19	Radio news	9
Website	13	Mail	9
Newspaper stories	10		
<b>6. Yocha Dehe Wintun Nation</b>			
TV News	2	Schools	1
Fire Department	2	Outdoor Advertising	1
Public Meetings (2)	2	Tribal Website	1
Radio News	1	Fact Sheet/Brochure	1
<b>7. Unincorporated Yolo County</b>			
TV News	9	Outdoor advertising	4
Newspaper stories	8	County Website	4
Radio news	7	Fact sheet/Brochure	4

Mail	6	Employer	4
Entries provided in the "other" response options			
Word of mouth (2)	Community meeting	Text messages	
Weather/Schools/Business	People	Internet	
Police Department	City Website	Library	
Social Media	Email		

JURISDICTION-SPECIFIC RESPONSE DATA

COUNTYWIDE

Table 1-2C: All Data – Total Responses per Level of Threat Concern

Hazard/Threat	Not Concerned	Somewhat Concerned	Moderately Concerned	Very Concerned	Median
Floods	29	29	22	34	
Levee Failure	39	30	17	28	
High Winds	41	32	26	12	
Dam Failure	44	33	13	21	
Health Alert / Mass Disease	42	24	29	16	
Landslides / Mudslides	76	21	8	5	
Earthquake	27	38	28	20	
Biological	54	27	23	7	
Severe Storm	29	37	30	16	
Hazardous Materials	36	35	21	20	
Transportation Loss	44	29	21	18	
Fire	29	32	21	30	
Telecommunications Failure	37	31	27	15	
Radiological Incident	51	28	17	17	
Public / Civil Disorder	50	23	24	15	
Special Events	62	26	14	6	
Terrorism	43	20	22	26	
Utilities Interruption	24	26	36	24	
Environmental	25	31	34	23	
Volcanic Eruption	87	12	7	5	

Red denotes highest rating for that category  
 Orange denotes 2<sup>nd</sup> highest rating for that category  
 Blue denotes 2<sup>nd</sup> lowest rating for that category  
 Green denotes lowest rating for that category

Table 1-2D: All - Total Responses of Answers to Questions

Have you or someone in your household:	Have Done	Plan to Do	Not Done	Unable to Do
Attended meetings or received written information on natural disasters or emergency preparedness?	47	10	53	4
Talked with family members about what to do in case of a disaster or emergency	58	33	22	1
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	34	43	35	1
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	23	36	23	1
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	32	15	63	0

Table 1-2E: All - Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	4	5	11	34	60
Protecting critical facilities (hospitals, transportation networks, fire stations)	1	2	5	18	87
Preventing development in hazard areas	1	2	17	34	59
Protecting natural environment	1	4	13	34	60
Protecting historical / cultural landmarks	4	5	24	34	44
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	1	3	19	34	55
Protecting and reducing damage to utilities	0	2	12	36	64
Strengthening emergency services (police, fire, ambulance)	1	3	10	23	76

**CITY OF DAVIS**

**Table 1-2F: Davis - Total Responses per Level of Threat Concern**

Hazard/Threat	Not Concerned	Somewhat Concerned	Moderately Concerned	Very Concerned	Median
Floods	8	12	3	3	
Levee Failure	9	10	3	4	
High Winds	11	9	6	0	
Dam Failure	15	8	1	1	
Health Alert/Mass Disease	11	8	5	2	
Landslides/ Mudslides	22	4	0	0	
Earthquake	6	11	6	3	
Biological	14	6	5	1	
Severe Storm	7	10	9	0	
Hazardous Materials	10	6	5	5	
Transportation Loss	10	9	4	3	
Fire	8	10	4	4	
Telecommunications Failure	7	10	7	2	
Radiological Incident	14	4	4	4	
Public / Civil Disorder	15	2	4	5	
Special Events	16	6	0	2	
Terrorism	11	5	5	4	
Utilities Interruption	6	5	11	4	
Environmental	5	8	8	5	
Volcanic Eruption	24	1	0	0	

**Table 1-2G: Davis - Total Responses of Answers to Questions**

Have you or someone in your household:	Have Done	Plan To Do	Not Done	Unable To Do
Attended meetings or received written information on natural disasters or emergency preparedness?	13	0	13	0
Talked with family members about what to do in case of a disaster or emergency	17	5	4	0
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	10	8	8	0
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	8	2	7	0
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	7	2	17	0

Table 1-2H: Davis – Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	2	1	4	9	10
Protecting critical facilities (hospitals, transportation networks, fire stations)	1	0	0	5	20
Preventing development in hazard areas	0	0	4	7	15
Protecting natural environment	0	2	3	6	15
Protecting historical / cultural landmarks	0	1	7	7	10
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	0	0	5	6	15
Protecting and reducing damage to utilities	0	0	3	6	17
Strengthening emergency services (police, fire, ambulance)	0	1	3	3	19

**CITY OF WEST SACRAMENTO**

**Table 1-2I: West Sacramento - Total Responses per Level of Threat Concern**

Hazard / Threat	Not Concerned	Somewhat Concerned	Moderately Concerned	Very Concerned	Total
Floods	5	3	6	14	
Levee Failure	2	5	8	13	
High Winds	9	8	8	2	
Dam Failure	6	8	6	7	
Health Alert / Mass Disease	7	5	11	4	
Landslides / Mudslides	14	6	3	3	
Earthquake	8	5	8	6	
Biological	13	6	6	1	
Severe Storm	6	8	8	5	
Hazardous Materials	6	10	4	7	
Transportation Loss	5	8	4	10	
Fire	5	6	9	7	
Telecommunications Failure	8	7	7	5	
Radiological Incident	8	7	4	8	
Public / Civil Disorder	7	6	8	6	
Special Events	9	8	7	2	
Terrorism	7	4	5	11	
Utilities Interruption	5	3	10	8	
Environmental	3	5	12	7	
Volcanic Eruption	17	3	5	2	

**Table 1-2J: West Sacramento - Total Responses of Answers to Questions**

Have you or someone in your household...	Have Done	Plan to Do	Not Done	Unable to Do
Attended meetings or received written information on natural disasters or emergency preparedness?	9	4	13	2
Talked with family members about what to do in case of a disaster or emergency	13	8	7	0
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	7	9	12	0
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	3	12	10	0
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	7	2	17	0

Table 1-2K: West Sacramento - Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	1	1	3	7	16
Protecting critical facilities (hospitals, transportation networks, fire stations)	0	0	3	3	22
Preventing development in hazard areas	0	1	4	6	17
Protecting natural environment	1	0	2	9	15
Protecting historical / cultural landmarks	3	0	4	10	11
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	0	2	8	7	11
Protecting and reducing damage to utilities	0	0	3	8	17
Strengthening emergency services (police, fire, ambulance)	0	0	1	7	20

**CITY OF WINTERS**

**Table 1-2L: Winters - Total Responses per Level of Threat Concern**

Hazard/Threat	Not Concerned	Somewhat Concerned	Quite a bit Concerned	Very Concerned	Median
Floods	8	1	2	4	
Levee Failure	10	2	1	2	
High Winds	6	6	2	1	
Dam Failure	4	4	2	5	
Health Alert / Mass Disease	9	3	1	2	
Landslides / Mudslides	12	3	0	0	
Earthquake	1	8	5	1	
Biological	9	2	4	0	
Severe Storm	6	7	1	1	
Hazardous Materials	8	4	1	2	
Transportation Loss	10	3	2	0	
Fire	7	4	1	3	
Telecommunications Failure	7	4	3	1	
Radiological Incident	10	3	0	2	
Public / Civil Disorder	11	1	3	0	
Special Events	11	2	2	0	
Terrorism	10	1	1	3	
Utilities Interruption	5	4	3	3	
Environmental	6	5	4	0	
Volcanic Eruption	15	0	0	0	

**Table 1-2M: Winters - Total Responses of Answers to Questions**

Have you or someone in your household...	Have Done	Plan to Do	Not Done	Unable to Do
Attended meetings or received written information on natural disasters or emergency preparedness?	6	1	7	1
Talked with family members about what to do in case of a disaster or emergency	9	2	3	1
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	6	4	5	0
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	2	2	0	0
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	3	2	9	0

Table 1-2N: Winters - Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	0	1	0	5	9
Protecting critical facilities (hospitals, transportation networks, fire stations)	0	1	0	3	11
Preventing development in hazard areas	1	0	1	8	5
Protecting natural environment	1	0	0	6	8
Protecting historical / cultural landmarks	0	1	2	5	7
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	1	0	0	6	8
Protecting and reducing damage to utilities	0	1	2	5	7
Strengthening emergency services (police, fire, ambulance)	1	1	0	5	8

**CITY OF WOODLAND**

**Table 1-20: Woodland - Total Responses per Level of Threat Concern**

Hazard/Threat	Not Concerned	Somewhat Concerned	Moderately Concerned	Very Concerned	Median
Floods	7	9	5	2	
Levee Failure	9	10	3	1	
High Winds	12	5	4	2	
Dam Failure	15	7	1	0	
Health Alert / Mass Disease	10	4	5	3	
Landslides / Mudslides	19	2	2	0	
Earthquake	9	7	5	2	
Biological	11	7	3	2	
Severe Storm	7	7	5	3	
Hazardous Materials	9	7	4	3	
Transportation Loss	11	5	6	1	
Fire	5	9	4	4	
Telecommunications Failure	10	4	6	2	
Radiological Incident	12	7	2	2	
Public / Civil Disorder	11	8	4	0	
Special Events	18	4	1	0	
Terrorism	9	8	4	2	
Utilities Interruption	5	9	5	3	
Environmental	9	7	5	2	
Volcanic Eruption	19	3	0	1	

**Table 1-2P: Woodland - Total Responses of Answers to Questions**

Have you or someone in your household...	Have Done	Plan to Do	Not Done	Unable To Do
Attended meetings or received written information on natural disasters or emergency preparedness?	7	2	13	1
Talked with family members about what to do in case of a disaster or emergency	10	7	6	0
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	7	10	6	0
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	3	13	2	0
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	7	4	11	0

Table 1-2Q: Woodland - Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	1	2	2	7	11
Protecting critical facilities (hospitals, transportation networks, fire stations)	0	1	2	5	15
Preventing development in hazard areas	0	1	6	7	9
Protecting natural environment	0	1	5	10	7
Protecting historical / cultural landmarks	0	3	6	8	5
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	0	1	4	10	8
Protecting and reducing damage to utilities	0	1	2	11	9
Strengthening emergency services (police, fire, ambulance)	0	1	4	6	12

**YOCHA DEHE WINTUN NATION**

Table 1-2R: Yocha Dehe - Total Responses per Level of Threat Concern

Hazard/Threat	Not Concerned	Somewhat Concerned	Moderately Concerned	Very Concerned	Median
Floods	0	0	0	2	
Levee Failure	1	1	0	0	
High Winds	0	0	1	1	
Dam Failure	0	0	0	2	
Health Alert / Mass Disease	0	0	1	1	
Landslides / Mudslides	0	0	1	1	
Earthquake	0	0	0	2	
Biological	0	0	1	1	
Severe Storm	0	0	1	1	
Hazardous Materials	0	0	2	0	
Transportation Loss	0	0	2	0	
Fire	0	0	0	2	
Telecommunications Failure	0	0	1	1	
Radiological Incident	0	1	1	0	
Public / Civil Disorder	0	0	1	1	
Special Events	0	0	2	0	
Terrorism	0	0	1	1	
Utilities Interruption	0	0	1	1	
Environmental	0	0	0	2	
Volcanic Eruption	0	2	0	0	

Table 1-2S: Yocha Dehe - Total Responses of Answers to Questions

Have you or someone in your household	Have Done	Plan To Do	Not Done	Unable To Do
Attended meetings or received written information on natural disasters or emergency preparedness?	2	0	0	0
Talked with family members about what to do in case of a disaster or emergency	1	1	0	0
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	0	2	0	0
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	2	0	0	0
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	1	0	1	0

Table 1-2T: Yocha Dehe - Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	0	0	0	1	1
Protecting critical facilities (hospitals, transportation networks, fire stations)	0	0	0	0	2
Preventing development in hazard areas	0	0	0	0	2
Protecting natural environment	0	0	0	0	2
Protecting historical / cultural landmarks	0	0	0	1	1
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	0	0	0	0	2
Protecting and reducing damage to utilities	0	0	0	0	2
Strengthening emergency services (police, fire, ambulance)	0	0	0	0	2

**UNINCORPORATED YOLO COUNTY**

**Table 1-2U: Unincorporated County: Total Responses per Level of Threat Concern**

Hazard/Threat	Not Concerned	Somewhat Concerned	Moderately Concerned	Very Concerned	Median
Floods	0	3	2	6	
Levee Failure	4	1	1	5	
High Winds	2	2	3	4	
Dam Failure	1	3	3	4	
Health Alert / Mass Disease	4	1	4	2	
Landslides / Mudslides	4	4	2	1	
Earthquake	1	6	2	2	
Biological	4	3	2	2	
Severe Storm	2	3	3	3	
Hazardous Materials	2	4	4	1	
Transportation Loss	4	3	1	3	
Fire	2	1	1	7	
Telecommunications Failure	1	4	3	3	
Radiological Incident	4	3	4	0	
Public / Civil Disorder	2	5	3	1	
Special Events	4	4	2	1	
Terrorism	3	2	4	2	
Utilities Interruption	0	3	4	4	
Environmental	1	4	0	6	
Volcanic Eruption	6	3	2	0	

**Table 1-2V: Unincorporated County - Total Responses of Answers to Questions**

Have you or someone in your household:	Have Done	Plan To Do	Not Done	Unable To Do
Attended meetings or received written information on natural disasters or emergency preparedness?	7	3	1	0
Talked with family members about what to do in case of a disaster or emergency	5	5	1	0
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster?	2	5	2	1
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies)	0	6	1	1
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR)?	2	4	5	0

Table 1-2W: Unincorporated County - Total Responses per Statement of Importance

Statement	Not Important	Not Very Important	Neutral	Somewhat Important	Very Important
Protecting private property	0	0	2	2	7
Protecting critical facilities (hospitals, transportation networks, fire stations)	0	0	0	2	9
Preventing development in hazard areas	0	0	2	5	4
Protecting natural environment	0	0	1	3	8
Protecting historical / cultural landmarks	1	0	3	2	6
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	0	0	2	5	3
Protecting and reducing damage to utilities	0	0	2	6	4
Strengthening emergency services (police, fire, ambulance)	0	0	2	2	7

**PUBLIC MEETINGS**



**COUNTY OF YOLO**  
Office of the County Administrator

*Patrick S. Blacklock*  
County Administrator

Beth Gabor  
Manager of Public Affairs

625 Court Street, Room 204 • Woodland, CA 95695  
(530) 666-8195 • FAX (530) 666-8193  
www.yolocounty.org

**FOR IMMEDIATE RELEASE**  
November 22, 2011

Contact: Beth Gabor, Manager of Public Affairs  
(530) 666-8042 [w] • (530) 219-8464 [c]

**Hazard Mitigation Plan Public Meetings**

(Woodland, CA) – Every five years, the local Multi-Hazard Mitigation Plan is updated and submitted to the Federal Emergency Management Agency (FEMA). The plan addresses threats from potential hazards and identifies possible strategies to reduce impacts. This year, Yolo County, the cities of Davis, West Sacramento, Winters and Woodland, the Yocha Dehe Wintun Nation, Yolo County Housing, and the Yolo County Office of Education are completing a combined Multi-Hazard Mitigation Plan. As part of the plan update process, the public is encouraged to attend one of two public meetings where information about the plan, including the hazards identified, will be discussed.

Hazard Mitigation Plan Public Meetings:

Tuesday, December 6, 6:00 -7:00 p.m.  
Herbert Bauer Health and Alcohol, Drug & Mental Health Building  
Thomson/Walker Room  
137 North Cottonwood Street, Woodland

Wednesday, December 7, 6:00 -7:00 p.m.  
Winters City Hall  
Council Chambers  
318 First Street, Winters  
(Note: enter through the Abbey Street side)

For more information, please contact Yolo County Office of Emergency Services at (530) 406-4930 or e-mail: [oes@yolocounty.org](mailto:oes@yolocounty.org).

###



**Yolo County  
Local Hazard Mitigation  
Planning  
Public Outreach Meeting  
December 2011**

**What Is This All About?**

This meeting is one of several being conducted by the Yolo County Office of Emergency Services (OES), in collaboration with participating local jurisdictions and public agencies, to provide the general public with information concerning ongoing countywide hazard mitigation planning efforts. This is an informational meeting only, and is designed to provide the public with an opportunity to review local planning activities and ask questions.

**Community Hazards**

All communities within Yolo County are at risk from some form of natural, technological, or human conflict hazards. These hazards may pose a threat to public safety, property, critical infrastructure, economic vitality, and environmental quality – depending upon factors such as intensity, scale, and scope of impact.

**Types of Hazards**

- Flooding
- Earthquakes
- Severe storms
- Epidemic
- Climate change
- Pestilence
- Fire
- Hazardous materials
- Transportation accidents
- Levee or dam failure
- Power failure
- Civil disorder
- Terrorism

**Hazard Mitigation**

Hazard mitigation is the process used to lessen the potential impact associated with an identified hazard or threat conditions.

Mitigation actions include:

- Prevention of the threat
- Minimization of the risk or impact
- Avoidance

**Mitigation Process:**

- Organize and establish a system for managing mitigation within the community
- Identify known and suspected hazards, and assess the real or potential threats
- Evaluate the community to determine potential impacts and level of resiliency to such impacts

- Investigate appropriate and cost-effective prevent mitigation strategies, including potential projects for future federal grant funding
- Engage all levels of the community in the preparation of a local hazard mitigation strategy – Integrate as policy within jurisdictional general plans
- Manage the mitigation process, including implementation of available strategies as a continuing process

**Community Involvement:**

Although hazard mitigation is usually initiated and coordinated at the state or local government levels, public participation and involvement are key components of the process. Public understanding of both the potential threat, and consequences of targeted mitigation efforts, is a goal of any mitigation process.

**Federal Hazard Mitigation**

Under federal regulations, states, local and tribal government entities are eligible to compete for mitigation grant funding as provided for under 44 CFR 201.6. The federal statute identifies the requirements of eligibility, including the criteria under which local hazard mitigation plans will be developed, and maintained.

**Mitigation Planning History**

In 2004, multiple local government jurisdictions and agencies participated in a joint effort to develop the first ever Local Multi Hazard Mitigation Plan for Yolo County. This represented a significant effort on the part of the County, cities, and selected special districts to develop a plan that demonstrated a local commitment to hazard mitigation planning.

In late 2005, the County received a notification from FEMA stipulating that our local plan would be approved upon formal adoption by the governing bodies of all participating jurisdictions. The formal letter of approval from FEMA was received in January 2006.

**Hazard Mitigation Plan Lifespan**

All local hazard mitigation plans have a five (5) year lifespan before they must be revised. The revision process is similar to the initial development process, and requires significant effort on the part of those jurisdictions and local agencies wanting to continue to participate in the hazard mitigation program.

### Plan Revision Process

In early 2010, Yolo County OES began the process of revising the existing MHMP, with an eye towards it being completed, reviewed and approved by FEMA, prior to the January 2011 compliance end date. A Steering Committee was established, local working groups set up, and initial meetings conducted through the summer of 2010.

Unfortunately, as a result of significant changes to the FEMA hazard mitigation planning regulations, as well as conflicts with other local projects having greater priority, the revision was not completed by the January deadline, so the 2005 MHMP is currently out of compliance.

### Why Bother?

Although participation in the federal pre-disaster mitigation planning system is voluntary, there are definite advantages in why communities should establish local mitigation programs. There are also administrative and policy issues for local jurisdictions that need to be taken into account when entering into a mitigation program.

### Program Advantages:

- An approved hazard mitigation plan and ongoing program provides access to federal funding
- Comprehensive mitigation planning helps identify both risks as well as capabilities
- Having an approved local plan is a requirement for flood insurance premium reductions
- Helps local governing bodies to establish mitigation policies and regulations

### Program Disadvantages:

- Requires substantial time and effort to develop a baseline mitigation plan
- Requires a continuing effort, including plan revision every 5 years
- Local planning must be structured to support federal mitigation guidelines
- May result in conflicts to community growth, development, or practices
- Requires substantial cross-disciplinary coordination

### Current Effort

Beginning in the spring of 2011, OES and the interagency Steering Committee again moved on plan revision, resulting in a significant commitment of time and attention.

This effort has continued until we are now at the stage that the general public is to be introduced to the project and provided an opportunity to comment on the proposed plan and hazard mitigation strategies within the broader community.

### **Joint Effort**

The Local Hazard Mitigation Steering Committee includes:

- Yolo County OES
- Cities of Davis, West Sacramento, Winters and Woodland
- Yocha Dehe Wintun Nation
- Yolo County Housing
- Yolo County Office of Education

In addition to the jurisdictions and agencies represented on the Steering Committee, additional local government organization and entities have also contributed to the plan revision. Within each of the jurisdictions, hazard mitigation planning task forces have worked to develop local components that are integral to the plan revision.

### **Plan Elements**

The revised MHMP is divided into 5 distinct, yet interrelated elements:

- Plan Administration & Methodology
- Community Information
- Countywide Risk Assessment
- Hazard Mitigation Strategies
- Implementation & Future Actions

### **Plan Administration Element:**

This element of the MHMP defines how the local planning process was organized and the methodologies employed to facilitate all aspects of the revision activity. This element highlights not only the formal planning process, but the actions taken to include public involvement and to conduct community outreach at various stages.

### **Community Information Element:**

This element of the plan provides data and information specific to the jurisdictions and communities within Yolo County.

Understanding how the community is structured, its functioning, and essential operating components sets the foundation for interpreting and assessing potential impacts from identified hazards.

### **Risk Assessment Element:**

The third major element of the hazard mitigation plan addresses those real or potential hazards and threat conditions that may adversely impact the community. This element provides background data on the primary threats, as well as establishes metrics which identify such components as vulnerability, probability, impact potential, resiliency, and mitigation effectiveness.

**Mitigation Strategies Element:**

The next element in the plan begins the process of identifying realistic mitigation strategies that might be used to prevent, lessen, or avoid either vulnerability to threats or actual impacts. In addition, this element will contain key mitigation project proposals that are prioritized for future use when applying for potential grant funding opportunities.

**Future Actions Element:**

The fifth and final element of the revised local plan serves as an intended pathway to continued hazard mitigation management activities. Although the plan is foundational, the ongoing efforts to implement identified strategies, including the attainment of funding for major projects are pivotal to long range success.

**Federal Planning Criteria:**

The format and contents of the MHMP must follow established FEMA requirements, which requires substantial effort to develop locally. Some jurisdictions have employed consultants to perform this work, but this is not the case in Yolo County. All of the planning undertaken for this revision project has been conducted using local and tribal government staff.

**Public Outreach**

In addition to the document development aspects, the local hazard mitigation process requires public outreach. This is being accomplished through an online mitigation survey, and selected public outreach meetings where the community is introduced to the process and provided an opportunity to provide input.

**Approval Process**

A draft of the local hazard mitigation plan revision is in preparation and should be ready for submission to FEMA by the end of this year. The draft plan will first go to the State, where it will be reviewed by the California Emergency Management Agency (Cal EMA) for format and content. Cal EMA may make recommendations for improvement before the draft plan is transferred to FEMA for final review and approval.

FEMA will review the draft and, if no changes are required, send a formal notice of approval back to Yolo County, which serves as the coordinating jurisdiction for this process. After final approval, every participating jurisdiction and local government entity has 1 year in which to review and formally adopt the plan for their organization. The next 5 year compliance cycle begins at the point FEMA sends the formal letter of approval to the County.

### What Does It Do for Me?

Simply put, an approved local Multi Hazard Mitigation Plan opens the door for local governments to apply for federal pre-disaster mitigation funds. These funds, released as grants, may be used to assist in the financing of local mitigation projects that are keyed to identified hazards.

Local entities are not eligible to submit pre-disaster mitigation grant funding applications unless they have their own, or are signatories to a FEMA approved Inter-jurisdictional MHMP.

### Federal Mitigation Grants

- Federal pre-disaster hazard mitigation grants are released on an annual cycle
- All grant applications are competitive
- Grant funding requires a 75/25 (Local) match (May be in kind)
- Grants must be tied to prioritized hazard mitigation projects as identified within the approved and adopted MHMP

### Final Thoughts

This has been and will continue to be a community-based, inter-organizational effort. Even once the plan is approved and formally adopted, the Steering Committee will continue to meet periodically on the plan to assess project implementation.

County OES will continue to facilitate this process in the years to come, and will forward annual reports to FEMA, Cal EMA, and our local partners based upon mitigation activity within the Yolo Operational Area.

Moreover, public input will continue to be vitally important to the process, and as local governing bodies (Councils & Boards) discuss the merits of adopting mitigation policies and enacting associated legislation, public outreach and input will continue to be sought.

### Questions?



### Additional Information

Additional information regarding the ongoing hazard mitigation efforts within your community, and Yolo County in general, can be obtained at any of the following points of contact:

- Local or tribal government emergency management offices
- Yolo County Office of Emergency Services  
[OES@yolocounty.org](mailto:OES@yolocounty.org) or (530) 408-4930





Please Sign In

Yolo Operational Area Multi-Hazard Mitigation Plan  
 Public Meeting – December 7, 2011  
 Winters City Hall  
 318 First Street, Winters

Primary Agencies/Jurisdictions:

- Yolo County
- Cities of Davis, West Sacramento, Winters, and Woodland
- Yocha Dehe Wintun Nation
- Yolo County Housing
- Yolo County Office of Education

Name	City/Community
Frank DeMasi	Davis
Eliot Landes	Winters
[Signature]	Winters



**HAZARD MITIGATION STEERING COMMITTEE  
AGENDAS AND SIGN-IN SHEETS**

**See PDF Documents attached**



# Hazus-MH: Earthquake Event Report

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**Region Name:** Yolo\_County

**Earthquake Scenario:** Yolo Probabilistic 5.5 mag

**Print Date:** July 06, 2012

*Totals only reflect data for those census tracts/blocks included in the user's study region.*

**Disclaimer:**

*The estimates of social and economic impacts contained in this report were produced using Hazus loss estimation methodology software which is based on current scientific and engineering knowledge. There are uncertainties inherent in any loss estimation technique. Therefore, there may be significant differences between the modeled results contained in this report and the actual social and economic losses following a specific earthquake. These results can be improved by using enhanced inventory, geotechnical, and observed ground motion data.*

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## General Description of the Region

Hazus is a regional earthquake loss estimation model that was developed by the Federal Emergency Management Agency and the National Institute of Building Sciences. The primary purpose of Hazus is to provide a methodology and software application to develop earthquake losses at a regional scale. These loss estimates would be used primarily by local, state and regional officials to plan and stimulate efforts to reduce risks from earthquakes and to prepare for emergency response and recovery.

The earthquake loss estimates provided in this report was based on a region that includes 1 county(ies) from the following state(s):

California

**Note:**

Appendix A contains a complete listing of the counties contained in the region.

The geographical size of the region is 1,021.82 square miles and contains 37 census tracts. There are over 59 thousand households in the region which has a total population of 168,660 people (2002 Census Bureau data). The distribution of population by State and County is provided in Appendix B.

There are an estimated 53 thousand buildings in the region with a total building replacement value (excluding contents) of 13,266 (millions of dollars). Approximately 92.00 % of the buildings (and 77.00% of the building value) are associated with residential housing.

The replacement value of the transportation and utility lifeline systems is estimated to be 3,769 and 653 (millions of dollars) , respectively.

## **Building and Lifeline Inventory**

### **Building Inventory**

Hazus estimates that there are 53 thousand buildings in the region which have an aggregate total replacement value of 13,266 (millions of dollars) . Appendix B provides a general distribution of the building value by State and County.

In terms of building construction types found in the region, wood frame construction makes up 84% of the building inventory. The remaining percentage is distributed between the other general building types.

### **Critical Facility Inventory**

Hazus breaks critical facilities into two (2) groups: essential facilities and high potential loss facilities (HPL). Essential facilities include hospitals, medical clinics, schools, fire stations, police stations and emergency operations facilities. High potential loss facilities include dams, levees, military installations, nuclear power plants and hazardous material sites.

For essential facilities, there are 2 hospitals in the region with a total bed capacity of 151 beds. There are 83 schools, 20 fire stations, 5 police stations and 0 emergency operation facilities. With respect to high potential loss facilities (HPL), there are 7 dams identified within the region. Of these, 2 of the dams are classified as 'high hazard'. The inventory also includes 24 hazardous material sites, 0 military installations and 0 nuclear power plants.

### **Transportation and Utility Lifeline Inventory**

Within Hazus, the lifeline inventory is divided between transportation and utility lifeline systems. There are seven (7) transportation systems that include highways, railways, light rail, bus, ports, ferry and airports. There are six (6) utility systems that include potable water, wastewater, natural gas, crude & refined oil, electric power and communications. The lifeline inventory data are provided in Tables 1 and 2.

The total value of the lifeline inventory is over 4,422.00 (millions of dollars). This inventory includes over 458 kilometers of highways, 253 bridges, 5,946 kilometers of pipes.

**Table 1: Transportation System Lifeline Inventory**

<b>System</b>	<b>Component</b>	<b># Locations/ # Segments</b>	<b>Replacement value (millions of dollars)</b>
<b>Highway</b>	Bridges	253	827.90
	Segments	206	2,571.70
	Tunnels	0	0.00
			<b>3,399.60</b>
<b>Railways</b>	Bridges	8	0.80
	Facilities	5	13.30
	Segments	49	125.50
	Tunnels	0	0.00
			<b>139.60</b>
<b>Light Rail</b>	Bridges	0	0.00
	Facilities	0	0.00
	Segments	0	0.00
	Tunnels	0	0.00
			<b>0.00</b>
<b>Bus</b>	Facilities	6	7.70
			<b>7.70</b>
<b>Ferry</b>	Facilities	0	0.00
			<b>0.00</b>
<b>Port</b>	Facilities	14	28.00
			<b>28.00</b>
<b>Airport</b>	Facilities	4	42.60
	Runways	4	151.90
			<b>194.50</b>
			<b>3,769.40</b>

**Table 2: Utility System Lifeline Inventory**

<b>System</b>	<b>Component</b>	<b># Locations / Segments</b>	<b>Replacement value (millions of dollars)</b>
<b>Potable Water</b>	Distribution Lines	NA	59.50
	Facilities	0	0.00
	Pipelines	0	0.00
			<b>59.50</b>
<b>Waste Water</b>	Distribution Lines	NA	35.70
	Facilities	5	392.90
	Pipelines	0	0.00
			<b>428.60</b>
<b>Natural Gas</b>	Distribution Lines	NA	23.80
	Facilities	0	0.00
	Pipelines	0	0.00
			<b>23.80</b>
<b>Oil Systems</b>	Facilities	0	0.00
	Pipelines	0	0.00
			<b>0.00</b>
<b>Electrical Power</b>	Facilities	2	259.60
			<b>259.60</b>
<b>Communication</b>	Facilities	7	0.80
			<b>0.80</b>
			<b>772.30</b>

## Earthquake Scenario

Hazus uses the following set of information to define the earthquake parameters used for the earthquake loss estimate provided in this report.

<b>Scenario Name</b>	Yolo Probabilistic 5.5 mag
<b>Type of Earthquake</b>	Probabilistic
<b>Fault Name</b>	NA
<b>Historical Epicenter ID #</b>	NA
<b>Probabilistic Return Period</b>	100.00
<b>Longitude of Epicenter</b>	NA
<b>Latitude of Epicenter</b>	NA
<b>Earthquake Magnitude</b>	5.50
<b>Depth (Km)</b>	NA
<b>Rupture Length (Km)</b>	NA
<b>Rupture Orientation (degrees)</b>	NA
<b>Attenuation Function</b>	NA

# Building Damage

## Building Damage

Hazus estimates that about 2,900 buildings will be at least moderately damaged. This is over 5.00 % of the buildings in the region. There are an estimated 33 buildings that will be damaged beyond repair. The definition of the 'damage states' is provided in Volume 1: Chapter 5 of the Hazus technical manual. Table 3 below summarizes the expected damage by general occupancy for the buildings in the region. Table 4 below summarizes the expected damage by general building type.

**Table 3: Expected Building Damage by Occupancy**

	None		Slight		Moderate		Extensive		Complete	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
<b>Agriculture</b>	259	0.62	62	0.67	31	1.23	6	1.99	1	2.09
<b>Commercial</b>	2,001	4.82	392	4.26	218	8.52	40	13.25	4	11.11
<b>Education</b>	103	0.25	20	0.22	10	0.40	2	0.63	0	0.49
<b>Government</b>	79	0.19	15	0.16	8	0.30	1	0.47	0	0.39
<b>Industrial</b>	492	1.19	105	1.14	64	2.49	12	4.07	1	3.52
<b>Other Residential</b>	7,406	17.85	1,928	20.93	942	36.76	182	59.72	15	45.42
<b>Religion</b>	179	0.43	35	0.38	17	0.66	3	1.01	0	0.87
<b>Single Family</b>	30,972	74.65	6,656	72.25	1,272	49.64	58	18.86	12	36.09
<b>Total</b>	<b>41,491</b>		<b>9,212</b>		<b>2,562</b>		<b>306</b>		<b>33</b>	

**Table 4: Expected Building Damage by Building Type (All Design Levels)**

	None		Slight		Moderate		Extensive		Complete	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
<b>Wood</b>	35,725	86.10	7707	83.66	1,458	56.89	61	19.93	14	41.38
<b>Steel</b>	823	1.98	185	2.01	135	5.26	29	9.41	3	9.94
<b>Concrete</b>	880	2.12	182	1.98	89	3.48	18	6.04	1	2.98
<b>Precast</b>	555	1.34	121	1.32	91	3.57	20	6.52	2	5.46
<b>RM</b>	1,403	3.38	184	1.99	128	4.99	26	8.63	1	2.10
<b>URM</b>	210	0.51	71	0.77	48	1.86	13	4.33	2	6.98
<b>MH</b>	1,893	4.56	761	8.27	614	23.95	138	45.14	10	31.16
<b>Total</b>	<b>41,491</b>		<b>9,212</b>		<b>2,562</b>		<b>306</b>		<b>33</b>	

\*Note:

RM Reinforced Masonry  
 URM Unreinforced Masonry  
 MH Manufactured Housing

## **Essential Facility Damage**

Before the earthquake, the region had 151 hospital beds available for use. On the day of the earthquake, the model estimates that only 135 hospital beds (89.00%) are available for use by patients already in the hospital and those injured by the earthquake. After one week, 98.00% of the beds will be back in service. By 30 days, 100.00% will be operational.

**Table 5: Expected Damage to Essential Facilities**

Classification	Total	# Facilities		
		At Least Moderate Damage > 50%	Complete Damage > 50%	With Functionality > 50% on day 1
Hospitals	2	0	0	2
Schools	83	0	0	83
EOCs	0	0	0	0
PoliceStations	5	0	0	5
FireStations	20	0	0	20

## Transportation and Utility Lifeline Damage

Table 6 provides damage estimates for the transportation system.

**Table 6: Expected Damage to the Transportation Systems**

System	Component	Number of Locations				
		Locations/ Segments	With at Least Mod. Damage	With Complete Damage	With Functionality > 50 %	
					After Day 1	After Day 7
Highway	Segments	206	0	0	206	206
	Bridges	253	0	0	253	253
	Tunnels	0	0	0	0	0
Railways	Segments	49	0	0	49	49
	Bridges	8	0	0	8	8
	Tunnels	0	0	0	0	0
	Facilities	5	0	0	5	5
Light Rail	Segments	0	0	0	0	0
	Bridges	0	0	0	0	0
	Tunnels	0	0	0	0	0
	Facilities	0	0	0	0	0
Bus	Facilities	6	0	0	6	6
Ferry	Facilities	0	0	0	0	0
Port	Facilities	14	0	0	14	14
Airport	Facilities	4	0	0	4	4
	Runways	4	0	0	4	4

Note: Roadway segments, railroad tracks and light rail tracks are assumed to be damaged by ground failure only. If ground failure maps are not provided, damage estimates to these components will not be computed.

Tables 7-9 provide information on the damage to the utility lifeline systems. Table 7 provides damage to the utility system facilities. Table 8 provides estimates on the number of leaks and breaks by the pipelines of the utility systems. For electric power and potable water, Hazus performs a simplified system performance analysis. Table 9 provides a summary of the system performance information.

**Table 7 : Expected Utility System Facility Damage**

System	# of Locations				
	Total #	With at Least Moderate Damage	With Complete Damage	with Functionality > 50 %	
				After Day 1	After Day 7
Potable Water	0	0	0	0	0
Waste Water	5	0	0	5	5
Natural Gas	0	0	0	0	0
Oil Systems	0	0	0	0	0
Electrical Power	2	0	0	2	2
Communication	7	0	0	7	7

**Table 8 : Expected Utility System Pipeline Damage (Site Specific)**

System	Total Pipelines Length (kms)	Number of Leaks	Number of Breaks
Potable Water	2,973	184	46
Waste Water	1,784	93	23
Natural Gas	1,189	32	8
Oil	0	0	0

**Table 9: Expected Potable Water and Electric Power System Performance**

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	59,375	61	0	0	0	0
Electric Power		0	0	0	0	0

### **Fire Following Earthquake**

Fires often occur after an earthquake. Because of the number of fires and the lack of water to fight the fires, they can often burn out of control. Hazus uses a Monte Carlo simulation model to estimate the number of ignitions and the amount of burnt area. For this scenario, the model estimates that there will be 0 ignitions that will burn about 0.00 sq. mi 0.00 % of the region's total area.) The model also estimates that the fires will displace about 0 people and burn about 0 (millions of dollars) of building value.

### **Debris Generation**

Hazus estimates the amount of debris that will be generated by the earthquake. The model breaks the debris into two general categories: a) Brick/Wood and b) Reinforced Concrete/Steel. This distinction is made because of the different types of material handling equipment required to handle the debris.

The model estimates that a total of 0.06 million tons of debris will be generated. Of the total amount, Brick/Wood comprises 42.00% of the total, with the remainder being Reinforced Concrete/Steel. If the debris tonnage is converted to an estimated number of truckloads, it will require 2,320 truckloads (@25 tons/truck) to remove the debris generated by the earthquake.

## Social Impact

### Shelter Requirement

Hazus estimates the number of households that are expected to be displaced from their homes due to the earthquake and the number of displaced people that will require accommodations in temporary public shelters. The model estimates 132 households to be displaced due to the earthquake. Of these, 106 people (out of a total population of 168,660) will seek temporary shelter in public shelters.

### Casualties

Hazus estimates the number of people that will be injured and killed by the earthquake. The casualties are broken down into four (4) severity levels that describe the extent of the injuries. The levels are described as follows;

- Severity Level 1: Injuries will require medical attention but hospitalization is not needed.
- Severity Level 2: Injuries will require hospitalization but are not considered life-threatening
- Severity Level 3: Injuries will require hospitalization and can become life threatening if not promptly treated.
- Severity Level 4: Victims are killed by the earthquake.

The casualty estimates are provided for three (3) times of day: 2:00 AM, 2:00 PM and 5:00 PM. These times represent the periods of the day that different sectors of the community are at their peak occupancy loads. The 2:00 AM estimate considers that the residential occupancy load is maximum, the 2:00 PM estimate considers that the educational, commercial and industrial sector loads are maximum and 5:00 PM represents peak commute time.

Table 10 provides a summary of the casualties estimated for this earthquake

Table 10: Casualty Estimates

		Level 1	Level 2	Level 3	Level 4
<b>2 AM</b>	Commercial	0	0	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	0	0	0	0
	Industrial	0	0	0	0
	Other-Residential	22	3	0	0
	Single Family	23	2	0	0
	██████████	46	5	0	0
	<b>2 PM</b>	Commercial	25	4	0
	Commuting	0	0	0	0
	Educational	11	2	0	0
	Hotels	0	0	0	0
	Industrial	3	0	0	0
	Other-Residential	3	0	0	0
	Single Family	3	0	0	0
	██████████	45	6	1	1
	<b>5 PM</b>	Commercial	21	3	0
	Commuting	0	0	1	0
	Educational	3	0	0	0
	Hotels	0	0	0	0
	Industrial	2	0	0	0
	Other-Residential	8	1	0	0
	Single Family	9	1	0	0
	██████████	43	6	1	1

## Economic Loss

The total economic loss estimated for the earthquake is 328.00 (millions of dollars), which includes building and lifeline related losses based on the region's available inventory. The following three sections provide more detailed information about these losses.

### Building-Related Losses

The building losses are broken into two categories: direct building losses and business interruption losses. The direct building losses are the estimated costs to repair or replace the damage caused to the building and its contents. The business interruption losses are the losses associated with inability to operate a business because of the damage sustained during the earthquake. Business interruption losses also include the temporary living expenses for those people displaced from their homes because of the earthquake.

The total building-related losses were 281.59 (millions of dollars); 15 % of the estimated losses were related to the business interruption of the region. By far, the largest loss was sustained by the residential occupancies which made up over 62 % of the total loss. Table 11 below provides a summary of the losses associated with the building damage.

**Table 11: Building-Related Economic Loss Estimates**  
(Millions of dollars)

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
<b>Income Losses</b>							
	Wage	0.00	0.47	6.90	0.26	0.72	8.36
	Capital-Related	0.00	0.20	6.16	0.16	0.17	6.69
	Rental	1.75	3.12	3.95	0.11	0.28	9.21
	Relocation	6.24	3.08	5.70	0.58	2.29	17.89
		<b>7.99</b>	<b>6.87</b>	<b>22.71</b>	<b>1.11</b>	<b>3.46</b>	<b>42.14</b>
<b>Capital Stock Losses</b>							
	Structural	13.70	6.69	8.09	1.61	2.82	32.90
	Non_Structural	69.34	37.45	26.72	6.73	8.90	149.14
	Content	22.01	9.45	14.41	4.57	5.38	55.82
	Inventory	0.00	0.00	0.51	0.91	0.16	1.58
		<b>105.05</b>	<b>53.58</b>	<b>49.72</b>	<b>13.82</b>	<b>17.27</b>	<b>239.45</b>
		<b>113.04</b>	<b>60.45</b>	<b>72.43</b>	<b>14.93</b>	<b>20.73</b>	<b>281.59</b>

## Transportation and Utility Lifeline Losses

For the transportation and utility lifeline systems, Hazus computes the direct repair cost for each component only. There are no losses computed by Hazus for business interruption due to lifeline outages. Tables 12 & 13 provide a detailed breakdown in the expected lifeline losses.

Hazus estimates the long-term economic impacts to the region for 15 years after the earthquake. The model quantifies this information in terms of income and employment changes within the region. Table 14 presents the results of the region for the given earthquake.

**Table 12: Transportation System Economic Losses**  
(Millions of dollars)

System	Component	Inventory Value	Economic Loss	Loss Ratio (%)
Highway	Segments	2,571.73	\$0.00	0.00
	Bridges	827.90	\$5.23	0.63
	Tunnels	0.00	\$0.00	0.00
		<b>3399.60</b>	<b>5.20</b>	
Railways	Segments	125.55	\$0.00	0.00
	Bridges	0.79	\$0.00	0.06
	Tunnels	0.00	\$0.00	0.00
	Facilities	13.32	\$1.41	10.55
		<b>139.60</b>	<b>1.40</b>	
Light Rail	Segments	0.00	\$0.00	0.00
	Bridges	0.00	\$0.00	0.00
	Tunnels	0.00	\$0.00	0.00
	Facilities	0.00	\$0.00	0.00
		<b>0.00</b>	<b>0.00</b>	
Bus	Facilities	7.72	\$0.84	10.92
		<b>7.70</b>	<b>0.80</b>	
Ferry	Facilities	0.00	\$0.00	0.00
		<b>0.00</b>	<b>0.00</b>	
Port	Facilities	27.96	\$2.77	9.90
		<b>28.00</b>	<b>2.80</b>	
Airport	Facilities	42.60	\$5.30	12.44
	Runways	151.86	\$0.00	0.00
		<b>194.50</b>	<b>5.30</b>	
		<b>3769.40</b>	<b>15.50</b>	

**Table 13: Utility System Economic Losses**

(Millions of dollars)

System	Component	Inventory Value	Economic Loss	Loss Ratio (%)
Potable Water	Pipelines	0.00	\$0.00	0.00
	Facilities	0.00	\$0.00	0.00
	Distribution Lines	59.50	\$0.83	1.40
		<b>59.47</b>	<b>\$0.83</b>	
Waste Water	Pipelines	0.00	\$0.00	0.00
	Facilities	392.90	\$16.92	4.30
	Distribution Lines	35.70	\$0.42	1.17
		<b>428.62</b>	<b>\$17.33</b>	
Natural Gas	Pipelines	0.00	\$0.00	0.00
	Facilities	0.00	\$0.00	0.00
	Distribution Lines	23.80	\$0.14	0.60
		<b>23.79</b>	<b>\$0.14</b>	
Oil Systems	Pipelines	0.00	\$0.00	0.00
	Facilities	0.00	\$0.00	0.00
		<b>0.00</b>	<b>\$0.00</b>	
Electrical Power	Facilities	259.60	\$12.51	4.82
		<b>259.60</b>	<b>\$12.51</b>	
Communication	Facilities	0.80	\$0.04	5.24
		<b>0.83</b>	<b>\$0.04</b>	
		<b>772.30</b>	<b>\$30.86</b>	

**Table 14. Indirect Economic Impact with outside aid**

(Employment as # of people and Income in millions of \$)

LOSS	Total	%

**Appendix A: County Listing for the Region**

Yolo,CA

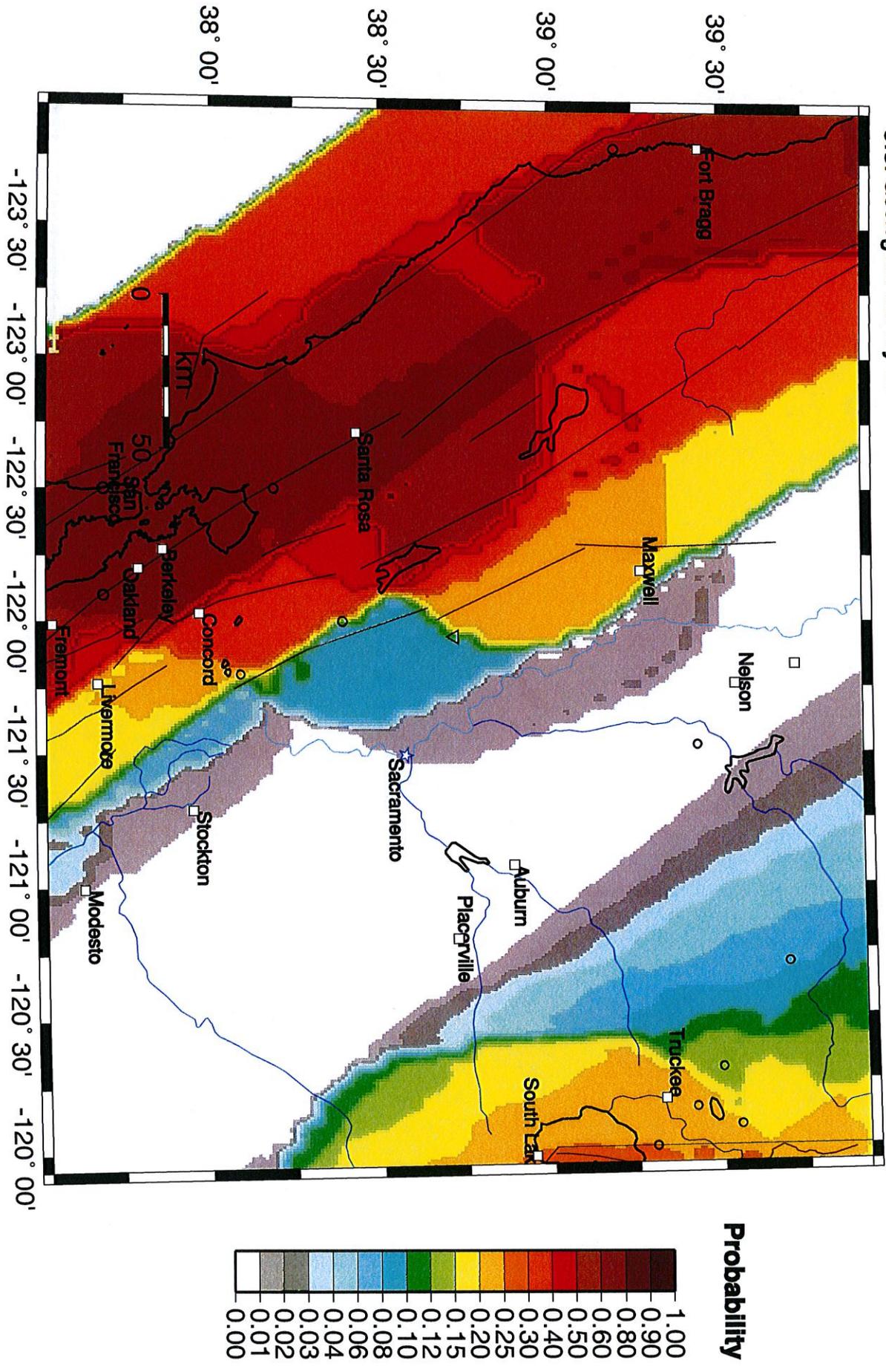
**Appendix B: Regional Population and Building Value Data**

State	County Name	Population	Building Value (millions of dollars)		
			Residential	Non-Residential	Total
California	Yolo	168,660	10,265	3,000	13,266
<b>Total State</b>		<b>168,660</b>	<b>10,265</b>	<b>3,000</b>	<b>13,266</b>
<b>Total Region</b>		<b>168,660</b>	<b>10,265</b>	<b>3,000</b>	<b>13,266</b>



# Probability of earthquake with M > 7.0 within 100 years & 50 km

U.S. Geological Survey 2009 PSHA Model  
Site: -121.94 d E 38.73

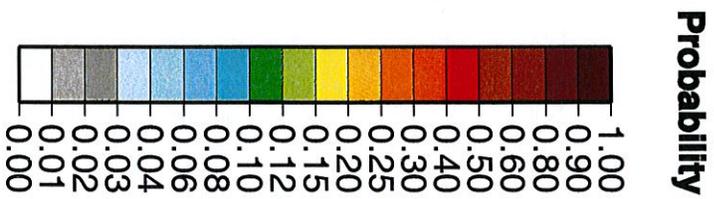
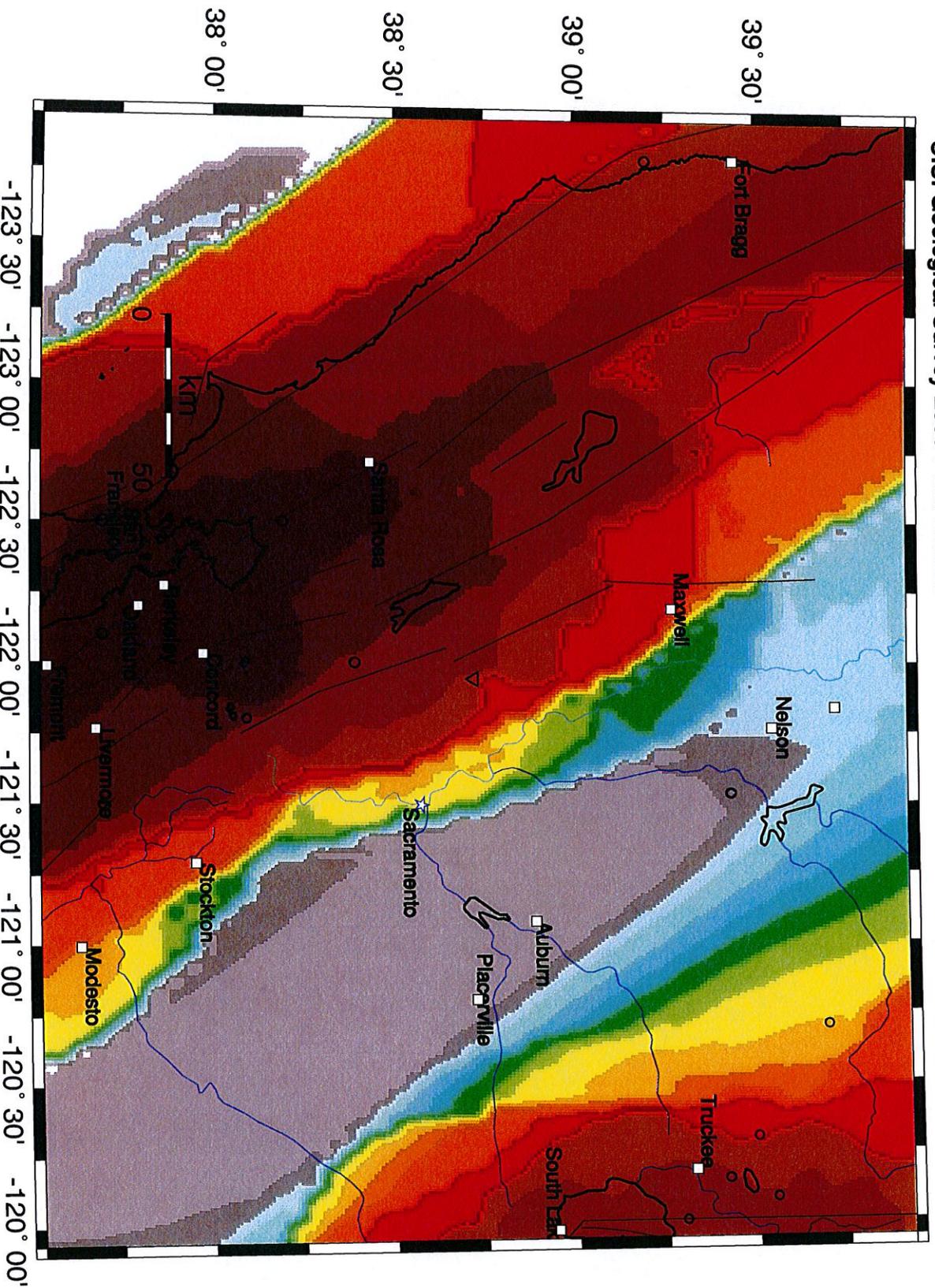




# Probability of earthquake with M > 6.5 within 100 years & 50 km

U.S. Geological Survey 2009 PSHA Model

Site: -121.94 d E 38.73

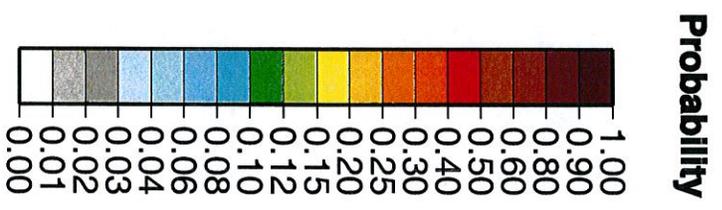
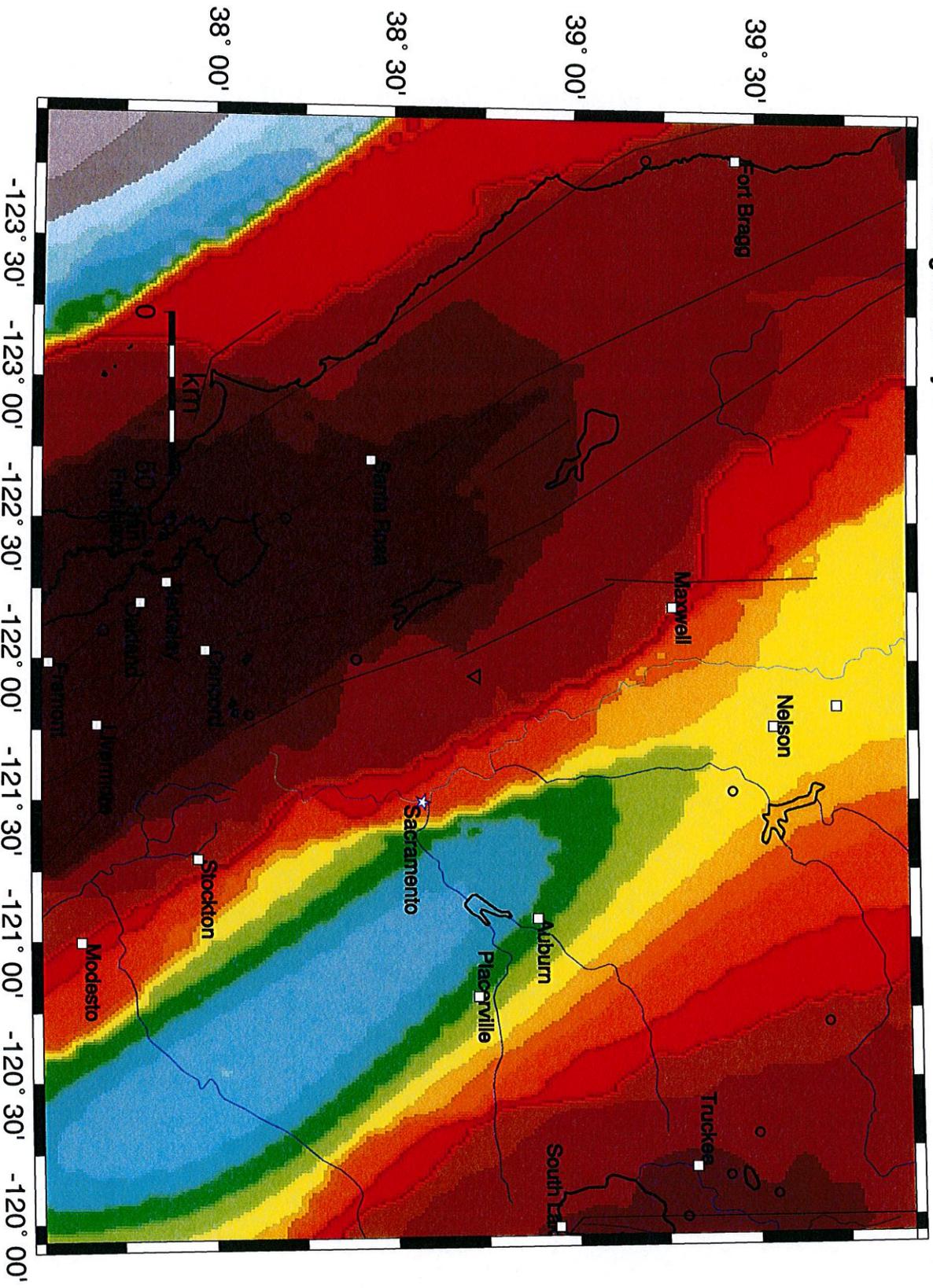




# Probability of earthquake with M > 6.0 within 100 years & 50 km

U.S. Geological Survey 2009 PSHA Model

Site: -121.94 d E 38.73

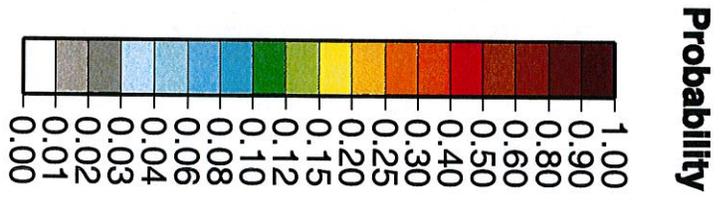
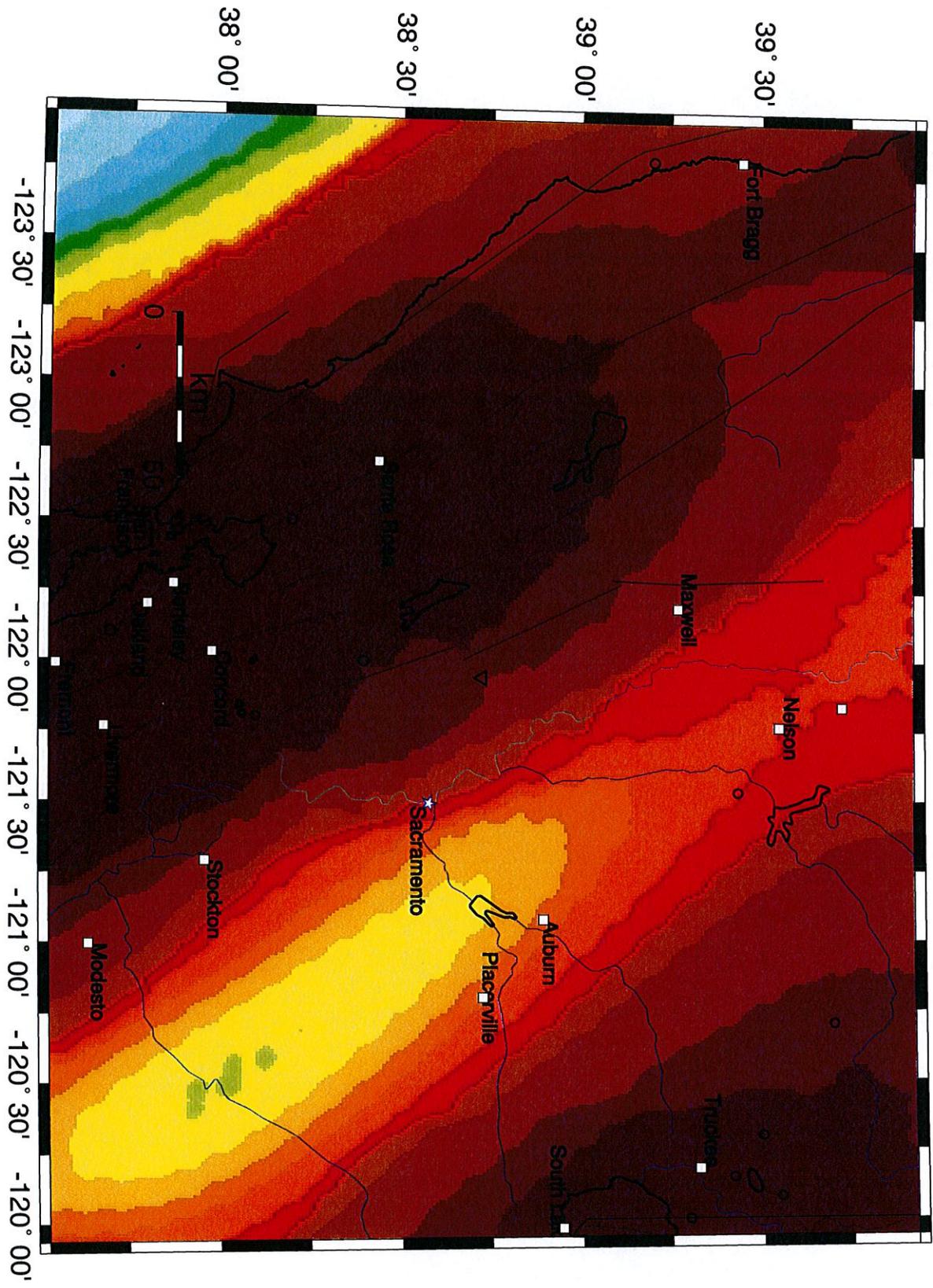




# Probability of earthquake with M > 5.5 within 100 years & 50 km

U.S. Geological Survey 2009 PSHA Model

Site: -121.94 d E 38.73





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council members  
**DATE:** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Approve an Exclusive Negotiating Rights Agreement Extension between the City and Presidio Companies in Regards to the Downtown Hotel Project

---

**RECOMMENDATION:**

Receive the report from staff updating City Council on the recommendation for Staff's request that the City Council approve an extension of the Exclusive Negotiating Rights Agreement between the City and Presidio Companies in regards to the Downtown Hotel Project.

**BACKGROUND:**

At the August 16, 2011 City Council meeting, the City Council authorized staff to issue a Request for Proposals ("RFP") for interested parties to submit proposals to develop a Downtown Winters Hotel, to be located on the approximately 1 acre bounded by Newt's Expressway, Railroad Avenue, Abbey Street and First Street. The City received two (2) proposals in response to the RFP. At the March 20, 2012 City Council meeting, the City Council approved an Exclusive Negotiating Rights Agreement ("ENA") with the Presidio Companies, whose proposal called for an 81 room hotel project based on traditional commercial lenders and equity investors. This proposal included a letter of interest to offer a Four Points by Sheraton Brand to the proposed development.

The ENA authorized by City Council was for a 90 day exclusive negotiating period that began on April 1, 2012. City Council extended the ENA for an additional 90 day period at the City Council meeting on July 3, 2012

**DISCUSSION:**

Staff continues to hold productive discussions with the developer; however, this is an extremely difficult negotiation process given the current economic climate. The two most recent meetings with the developer have also included discussions with a

potential investor. The investor has requested a market study as part of their review of the project, and Presidio Companies is in the process of engaging a firm to provide the market study. The time required for preparation/completion of the study is estimated to be one to two months. Given the progress made during the ENA process to date, the Presidio Companies ENA is being recommended for the 90 day extension, as allowed for in Section 3 ("Term") of the Exclusive Negotiating Rights Agreement. During this extension of the ENA, negotiations will continue to take place resulting in a project of not. If an agreement is reached, the DDA will be submitted to the City Council for consideration.

**FISCAL IMPACT:**

Staff time and administrative preparation

**ATTACHMENTS:**

Exclusive Negotiating Rights Agreement (ENA)

**EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

**by and between**

**PRESIDIO COMPANIES, INC.**

**and the**

**CITY OF WINTERS**

THIS EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT ("Agreement") is entered into effective as of the date this Agreement is executed by all parties as noted below ("Effective Date") by and between the City of Winters, a public body corporate and politic, ("City") and Presidio Companies, Inc., ("Developer"). City and Developer are hereinafter collectively referred to as the "Parties" or singularly referred to as "Party."

#### RECITALS

A. WHEREAS, the City is the owner of certain real properties located in the City of Winters known as the Downtown Hotel Site, County Assessor's Parcel Numbers, which are more particularly described in Exhibit A attached hereto ("Property"); and

B. WHEREAS, the City seeks development of a hotel project ("Project") on the Property in accordance with the City's Redevelopment Plan; and

C. WHEREAS, the City released a request for proposals and Developer has submitted a preliminary plan for development of the Project, as shown in Exhibit B, attached hereto; and

D. WHEREAS, City Council now directs staff to pursue negotiations with Developer regarding Developer's proposed development of the Project and authorizes City staff to prepare an agreement granting Developer exclusive rights to negotiate for the purpose of creating a disposition and development agreement ("DDA") whose terms and conditions shall govern development of the Project; and

E. WHEREAS, Developer has expended and anticipates expending substantial funds to conduct certain studies that will be needed to assess the feasibility of the development of the Project and to apply for the entitlements to build the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Good Faith Efforts to Negotiate. The Parties will, in good faith, diligently negotiate a DDA that will describe the terms and conditions governing development of the Project on the Property and the disposition by City to Developer of the parcels comprising the Property. Furthermore, the Parties shall use their best efforts to obtain any third-party consent, authorization, approval, or exemption required in connection with the transactions contemplated hereby.

2. Developer's Exclusive Right to Negotiate With City.

A. City agrees that it will not, during the term of this Agreement, directly or indirectly, through any officer, City Council Member, employee, agent, or otherwise, solicit, initiate, or encourage the submission of bids, offers or proposals by any person or entity with respect to the acquisition of any interest in the Property or the

development of the Property, and City will not engage any broker, financial advisor or consultant to initiate or encourage any proposals or offers from other parties with respect to the disposition or development of the Property or the Project or any portion thereof.

B. Furthermore, City will not, directly or indirectly, through any officer, City Council Member, employee, agent or otherwise, engage in negotiations concerning any such transaction with, or provide information to, any person other than Developer and its representatives with a view to engaging, or preparing to engage, that person with respect to the disposition or development of the Property or the Project or any portion thereof.

3. Term. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall terminate ninety (90) days thereafter, unless extended or earlier terminated as provided herein. The Term may be extended for an additional ninety (90) days by written agreement of Developer and City acting through and in the discretion of its City Manager.

4. Relationship of the Parties. The Parties agree that nothing in this Agreement shall be deemed or interpreted to create between them the relationship of lessor and lessee, of buyer and seller, or of partners or joint venturers.

5. Scope of Development. The negotiations hereunder shall be based on a development concept consistent with the following points:

A. Developer and City shall work together to negotiate a DDA that provides, in part, for the acquisition of the Property by Developer, and construction of a hotel project.

B. The City and Developer will work together to create a funding mechanism for certain site infrastructure improvements for the Project.

C. The City and Developer shall mutually agree upon the construction schedule and project phasing.

D.

6. Developer's Studies; Right of Entry. During the Term, Developer shall use its best efforts to prepare, at Developer's expense, any studies, surveys, plans, specifications and reports ("**Developer's Studies**") Developer deems necessary or desirable in Developer's sole discretion, to determine the suitability of the Property for the Project. Such studies may include, without limitation, title investigation, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses and design studies. In connection with any entry onto the Property, Developer shall and hereby agrees to indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees (defined in Section 15) from and against all claims resulting from or

arising in connection with entry upon the Property by Developer or Developer's agents, employees, consultants, contractors or subcontractors.

A. Developer shall provide City with copies of all reports and test results within ten (10) days following completion of such reports and testing, whether or not such reports and test results are completed prior to or after the expiration or earlier termination of this Agreement.

B. Except as otherwise agreed to by the City Manager of the City, Developer shall repair, restore and return the Property to its condition immediately preceding Developer's entry thereon at Developer's sole cost and expense. Developer shall at all times keep the Property free and clear of all liens and encumbrances affecting title to the Property. Developer's indemnification obligations, obligations to provide reports and studies, and obligations to discharge liens that attach to the Property as set forth in this Section 6 shall survive the expiration or earlier termination of this Agreement.

8. City's Reports and Studies. Within fifteen (15) days following the Effective Date and throughout the Term of this Agreement, City will provide copies of all studies, surveys, plans, specifications, reports, and other documents with respect to the Property that City has in its possession or control, which have not already been provided to Developer. City's obligation to provide studies or documents prepared by City is a continuing obligation and City agrees to provide copies of all such documents or studies within ten (10) days of receipt by City.

9. Expenses. Developer shall pay all costs and expenses (including, without limitation, City expenses incurred for economic, environmental, and engineering consultants, and legal fees and expenses) incurred in connection with this Agreement and the activities contemplated hereby (including, without limitation, the negotiation and preparation of a DDA, the preparation of surveys, reports, and compliance with all other required statutory procedures), regardless of whether the Parties are successful in negotiating a DDA. The City shall not be required to pay any costs unless otherwise agreed to in writing between the Parties and approved by the City Council.

10. Confidentiality; Dissemination of Information. During the Term of this Agreement, each Party will obtain the consent of the other Party prior to issuing or permitting any of its officers, employees or agents to issue any press release or other information to the press with respect to this Agreement; provided however, no Party will be prohibited from supplying any information to its representatives, agents, attorneys, advisors, financing sources and others to the extent necessary to accomplish the activities contemplated so long as such representatives, agents, attorneys, advisors, financing sources and others are made aware of the confidentiality provisions in this Agreement. Nothing contained in this Agreement will prevent either Party at any time from furnishing any required information to any governmental entity or authority pursuant to a legal requirement or from complying with its legal or contractual obligations.

11. Execution of Disposition and Development Agreement. If the Parties successfully negotiate a DDA, City will promptly notice and conduct the public hearing required by Community Redevelopment Law (California Health & Safety Code Section 33000 et seq.), will comply with all applicable requirements of the Community Redevelopment Law; the California Environmental Quality Act (CEQA), and will recommend approval of the DDA to the City's City Council. The City shall have no legal obligation to grant any approvals or authorizations for the Project until the DDA has been approved by the City Council.

12. Termination. Either party shall have the right to terminate this Agreement by providing at least twenty (20) days advance written notice to the other Party. Neither Party shall have the right to seek any award of damages as a result of the termination of this Agreement.

13. Effect of Termination. Upon termination or upon the expiration of the Term and any extensions thereof without the Parties having successfully negotiated a DDA, this Agreement will forthwith be void, and there will be no further liability or obligation on the part of either of the Parties or their respective officers, directors, members, City Council Members, employees, agents or other representatives; provided however, the provisions of section 9 (Expenses), section 10 (Confidentiality), section 15 (Indemnity), and section 19 (No Brokers) shall survive such termination.

14. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement must be made in writing, and sent to the Parties at their respective addresses, electronic-mail addresses or telephone numbers specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this section. All such notices may be sent by:

- A. personal delivery, in which case notice is effective upon delivery;
- B. certified or registered mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile or electronic transmission, in which case notice will be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile or electronic mail will be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City of Winters

318 First Street  
Winters, CA 95694  
Attn.: City Manager  
Tel: (530) 795-4910  
Fax: (530) 795-4935

Developer: Presidio Companies, Inc.  
4705 Mangels Blvd  
Fairfield, CA 94534  
Attn.: Guneet Bajwa  
Tel: (707) 429-6000  
Fax: (707) 423-4130

15. Indemnification. Developer hereby covenants, on behalf of itself and its permitted successors and assigns, to indemnify, hold harmless and defend the City and its elected and appointed officials, officers, agents, representatives and employees ("Indemnitees") from and against all claims, costs and liabilities arising out of or in connection with the Developer's access to and entry on the Property pursuant to section 7 of this Agreement; provided however, Developer will have no indemnification obligation with respect to the negligence or willful misconduct of any Indemnitees and the foregoing indemnity shall not apply to any claims or liability arising in connection with any hazardous substances or other adverse conditions discovered by Developer on, in or under the Property while conducting Developer's Studies.

A. Insurance. Developer agrees to take out and keep in full force during the term hereof, at DEVELOPER's expense, commercial general liability insurance to protect against any liability to the public, incident to the use of or resulting from any accident occurring in or about the Property, the liability under each such insurance to be no less than Five Hundred Thousand Dollars (\$500,000) for any one person injured, One Million Dollars (\$1,000,000) for any one accident, and Three Hundred Thousand Dollars (\$300,000) for property damage. City shall be named as an additional insured on all of DEVELOPER's policies of insurance. DEVELOPER will obtain a written obligation on the part of the insurance carriers to notify City in writing prior to any cancellation thereof, and DEVELOPER agrees, if DEVELOPER does not keep such insurance in full force and effect, the City may take out the necessary insurance and pay the premium, and the repayments thereof shall be deemed to be part of the expenses payable as provided in this agreement.

16. Severability. If any term or provision of this Agreement or the application thereof is, to any extent, held to be invalid or unenforceable, such term or provision will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

17. Entire Agreement; Amendments in Writing; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which will be an original and all of which together shall constitute one agreement.

18. Successors and Assigns; No Third-Party Beneficiaries. This Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and assigns; provided however, that neither Party may transfer or assign any of that Party's rights hereunder by operation of law or otherwise without the prior written consent of the other Party, and any such transfer or assignment without the requisite consent will be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

19. Brokers. Each Party represents and warrants to the other that no brokers have been retained or consulted in connection with this transaction. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation.

20. Approvals. Unless otherwise provided in this Agreement, the City Manager of the City is authorized to enter into all written approvals, consents or waivers by the City.

21. Captions. The captions of the sections and articles of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions hereof.

22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California and any law suits brought to interpret or enforce the terms of this Agreement must be brought in Yolo County or the nearest Federal District Court, if applicable.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF WINTERS**

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John C. Wallace, City Attorney

**Presidio Companies, Inc.**

By: \_\_\_\_\_  
[NAME] Its Managing Member

**EXHIBIT "A"**

**003 204 002 (311 First St, formerly the Portello property)**

**003 204 018 (parking lot across from City Hall)**

**003 204 003 (western piece of Fire Station property)**

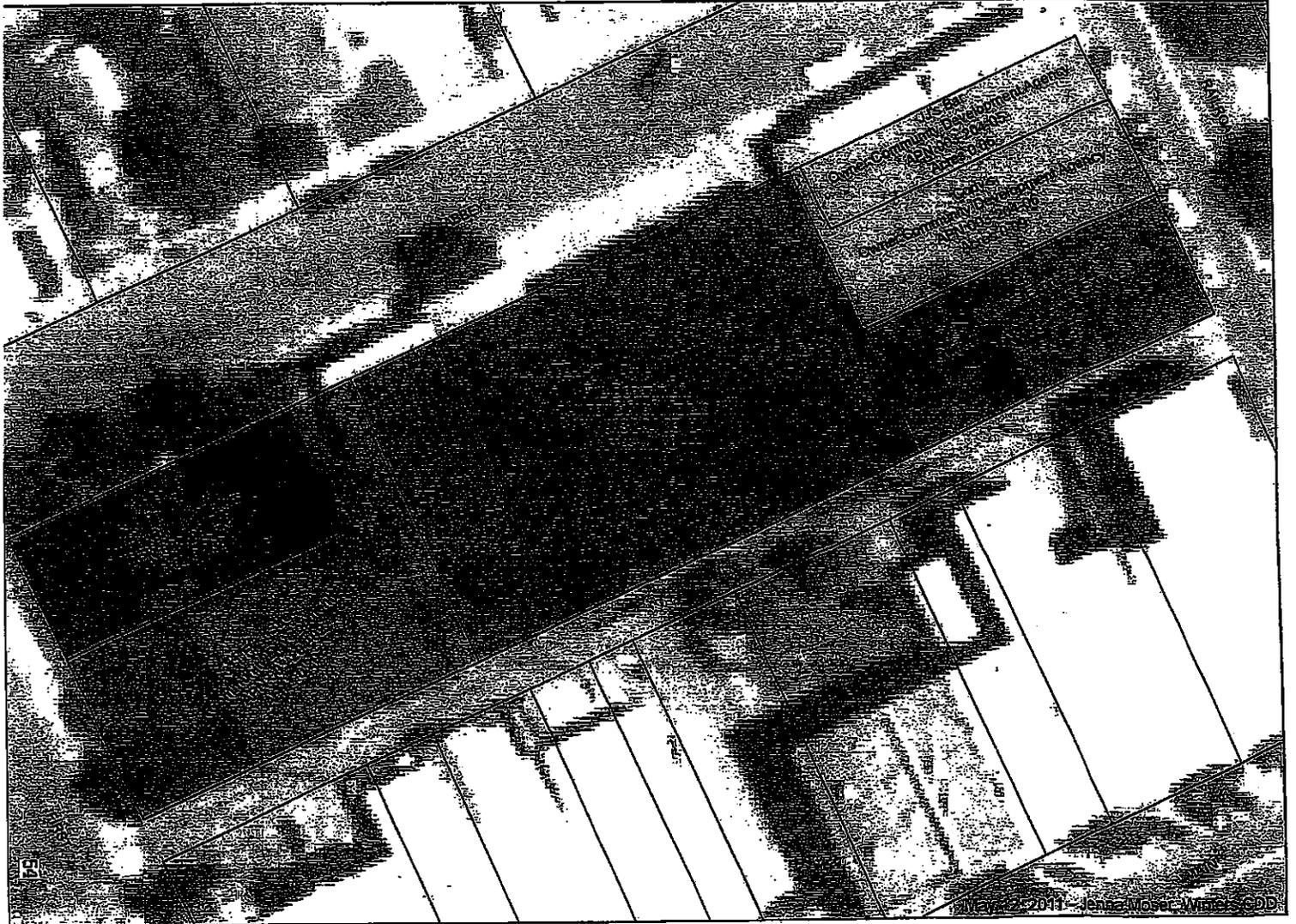
**003 204 004 (eastern piece of Fire Station property)**

**003 204 005 (318 Railroad - formerly JJ's)**

**003 204 006 (314 Railroad - formerly Cody's)**

**003 204 007 (Winters Express-owned by Wallace, Winters Express)**

# Exhibit "B" Downtown Hotel Site Plan





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Street Closure for Winters Chamber's Harvest Festival

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**RECOMMENDATION:**

Approve the closure of Main Street between Railroad Avenue and the mid-block crosswalk to allow for the Harvest Festival, scheduled for Saturday, October 27, 2012 from 5:00 p.m. to 8:00 p.m., sponsored by the Winters Chamber of Commerce.

**BACKGROUND:**

The Winters Chamber has requested the closure of Main Street between Railroad Avenue and the mid-block crosswalk for the date and time specified above.

The Chamber has notified the Main Street business owners located within this area of the requested closure date. They have provided the names and signatures of those business owners who have acknowledged and agreed to these requests. The Chamber has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad and Main/First intersections.

As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:** TBD (signage, barricade placement)



### City of Winters Request for Street Closure

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: <u>Harvest Festival</u>	Organization: <u>Chamber</u>
Address: <u>11 Main St</u>	Mailing Address: _____
Telephone: <u>530-795-2329</u>	Today's Date: <u>9-21-12</u>
Streets Requested: <u>Main St closed from the mid block crossing</u>	
Date of Street Closure <u>Oct. 27</u>	Time of Street Closure: <u>5-8</u>
Description of Activity: <u>Harvest Festival + Music</u>	
Services Requested of City: _____	
<b>APPROVED:</b> _____ <i>Police Department</i> _____ <i>Public Works Department</i>	

Main St closed from mid block crossing to railroad

City of Winters Request for Street Closure

5-8

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

Root Stock  
Ireland  
Sara A. Yarn & Butcher  
Jalil  
Sara Bonhise Patch Creek Cafe  
C Brown  
Zoila Lopez WHF  
Maria Gutierrez  
Adry's Fiesta Boutique  
Palms  
Bemyessa Bar  
Devitt shop  
Chamber office  
W. Whitworth  
18 Main  
white Sebastian



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Carol Scianna, Environmental Services Manager  
**SUBJECT:** Approve Wastewater expenditures in the amount of \$74,105.87 for ongoing operations and repairs.

**RECOMMENDATION:** Approve Wastewater expenditures in the amount of \$74,105.87 ongoing operations and repairs.

**BACKGROUND:** In an effort to keep Council better apprised of the ongoing expensed related to our Wastewater operations, staff has been asked to bring the ongoing service expenses as well as any repairs to the Council for review and approval. Below is a list of the expenses for September and October:

Vendor	Type of Work /Service	Amount
Southwest Water-	September service contract including CPI adjustment	\$30,117.06
Southwest Water-	October service contract including- Maint/Rep expenses	\$28,664.30
Southwest Water-	2011/12 M & R Fund Overage	\$4092.75
Valley Pump-	WWTF Pond 4 pump rebuild	\$4926.04
Double J-	East St. Lift Station 3 sets rail replacements	\$6206.42
JBN Electrical-	WWTF wiring new lighting upgrades to timer	<u>\$1099.30</u>

Total \$75,105.87

**FISCAL IMPACT:** The total cost is \$75,105.87 funded through Sewer Operations & Maintenance and Service Contracts.



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** Approve proposal from ZSI, Inc for additional modifications in the design for East Street Headworks(SPS2) Motor Control Centers (MCCs) in the amount not to exceed \$7,500.

**RECOMMENDATION:** Approve proposal from ZSI, Inc for additional modifications in the design for East Street Headworks(SPS2)- Motor Control Centers (MCCs) in the amount not to exceed \$7500.

**BACKGROUND:** Council previous approved design modifications to be done by ZSI for the El Rio Villa and East Street Motor Control Center upgrades in the amount not to exceed \$23,750, on July 17, 2012. Recently it was discovered that there were components at the East Street lift station that required further evaluation and redesign. The additional \$7500 will enable this evaluation and the necessary improvements to be incorporated into the final design of the East Street MCC.

**FISCAL IMPACT:** Estimate is \$7500

Attachment: July 17, 2012 Staff Report

**From:** Greg Steiger  
**To:** Jim Fletter;  
**Subject:** RE: Issues with ESPS and ZSI design  
**Date:** Monday, September 17, 2012 11:12:27 AM

---

ZSI can perform the additional scope of work for East Street / SPS2 to assess the field conditions, make recommendations and design changes as recently discussed for \$7,500.

Determine what electrical loads remain on the 240V system (eg, lighting, convenience outlets, PLC power, etc.).

Assess removal of the MCC in the office.

Assess the impact of the Rake Rack's inclusion (previously it was thought the Rake Rack replaced the grinder, but in fact both are existing).

Determine if i/o are needed for the Rake Rack as with the Grinder, and if so incorporate into new design.

Evaluate the load increase on the generator.

Make recommendation(s).

Implement design changes.

As per our discussion, if you would like ZSI to proceed, please have the City provide a change order to our current agreement.

Also, I anticipate being ready to review the MCC design progress with city personnel and to ask some questions as well. Is there a time you'll be at Winters later this week?

*Greg Steiger*

ZSI, Inc.

707.292.5657, cell

707.996.5432, x15

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**From:** Greg Steiger [mailto:gsteiger@zsii.com]

**Sent:** Friday, August 24, 2012 5:00 PM

**To:** 'Jim Fletter'; 'Carol Scianna'



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers

**DATE:** July 17, 2012

**THROUGH:** John W. Donlevy, Jr., City Manager 

**FROM:** Carol Scianna, Environmental Services Manager 

**SUBJECT:** Approve proposal from ZSI, Inc for modifying the design for El Rio Villa lift Station (SPS4) and East Street Headworks (SPS2) Motor Control Centers (MCCs) in the amount not to exceed \$23,750

**RECOMMENDATION:** Approve proposal from ZSI, Inc for modifying the design for El Rio Villa lift station (SPS4) and East Street Headworks (SPS2) Motor Control Centers (MCCs) in the amount not to exceed \$23,750.

**BACKGROUND:** Replacement of the MCC at both El Rio lift station and East Street Headworks project, were upgrades that were identified in the sewer/water projects list developed a few years. The funding source for these projects will be from Sewer bonds and El Rio Villa operations and maintenance funds. The design for the new MCCs designs will standardize as much as possible with other similar units within the City's Wastewater systems. This proposal is \$8000 more than the initial design budget for this project, staff is expecting that the proposed design changes will allow for a more streamline construction project resulting in construction savings. An additional benefit to the new design is the standardization with the City's other lift station equipment which will bring more savings in maintenance and operations costs.

Scope of work includes:

- Providing specifications and drawings to solicit quotes from manufactures and or electricians to furnish and install MCCs
- Provide an Engineer's cost estimate and schedule for construction
- Generator receptacle ( per City's specs)

**FISCAL IMPACT:** Estimate is \$23,750



City of Winters  
Attn: Jim Fletter, PE  
318 First Street  
Winters, CA 95694

June 4, 2012

Subject: SPS2 & SPS4 Motor Control Center Proposals

This proposal is for modifying the design for SPS2 & SPS4 Motor Control Centers (MCCs) in the City of Winters, henceforth "City", for the purpose of standardizing as much as reasonably possible attempting to reduce the cost of the equipment and construction if possible. The scope of work for both MCCs is as follows:

**Inclusions:**

- 1) Provide specifications and drawings for the purpose of soliciting quotations from manufacturers and / or electricians to furnish and install MCCs.
- 2) Develop construction and demolition plans showing all known existing aboveground and underground structures and equipment that will involve or interfere with the project construction.
- 3) Provide MCC elevation plans and section details and wiring diagrams.
- 4) All plans shall be in conformance with the National Electrical Code (NEC 2008).
- 5) Provide set of plans and specifications in PDF format to the City Engineer for final approval.
- 6) Provide an Engineer's cost estimate and schedule for construction.
- 7) Modify design, specifications, and drawings based on Gateway design.
- 8) Field site visits to determine location of level sensors, floats, and cables, and to compare As-built drawings with actual conduit stub-ups at both sites, and to verify pressure tap at SPS2 is existing.
- 9) Generator receptacle (City to specify a receptacle to match either SPS1/SPS3 or SPS5).

**Exclusions:**

- 1) 10 State Standard in particular the requirement for daily pump alternation so as to match the existing control strategy of other City sites. Note that this feature and any other 10 State Standard features available to all existing pump stations for an added cost to the City not included herein.
- 2) Pump capacity calculations as related to the planned / actual peak flows (Note that pumps 1 and 2 are 85HP and pump 3 is 45HP). Calculations to be performed by others.
- 3) Totalizing and recording flow measurement to be excluded so as to match the existing features of other City sites. Note that this feature available to all existing pump stations for an added cost to the City not included herein.

201 East St – Sewer Pump Station #2

\$15,500

Modify design, specifications, and drawings based upon the following major design changes:

1. Reduce 18 pulse requirement to 6 pulse design for motor controllers.
2. Omit requirement for all three (3) pumps to run concurrently during any / all seasons.
3. Design to include power from existing generator headworks comminutor / automatic bar screen.  
Field site visit to evaluate wiring.
4. Ensure continuous monitoring of pressure (pressure tap existing per Jim Fletter) and flow.

Page 1 of 2

P.O. Box 253 ■ Sonoma ■ California ■ 95476 ■ (707) 998 5432 ■ www.zsil.com  
Licenses: PE: E014862; C10: 743537



100 Myrtle Ct, "El Rio Villa" – Sewer Pump Station #4

\$8,250

Modify design, specifications, and drawings based upon the following major design changes:

1. Reduce 18 pulse requirement to 6 pulse design for motor controllers.

**TOTAL PROPOSAL AMOUNT**

**\$23,750**

In order to reduce costs to the City, this proposal is based upon certain assumptions including, but not limited to the assumption that information (written and oral) provided by city personnel, the city engineer, its consultants / representatives, and its existing documents are factual and do not require further field verification by ZSI.

Should you have any questions, please don't hesitate to let me know.

Very truly yours,

Greg Steiger, VP of ZSI, Inc.

RA\_mail\_Projects\_email\20750 - Winland\_Services\MCC Design, SPSZ & SPS4\Penice\20750 - Proposal for New MCC Design.dwg Monday, June 04, 2012 10:52 AM



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** October 16, 2012  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Animal Services Study- Shared Services

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**RECOMMENDATION:**

That the City Council receive a presentation regarding Animal Services and the Yolo County Shared Services concept.

**BACKGROUND:**

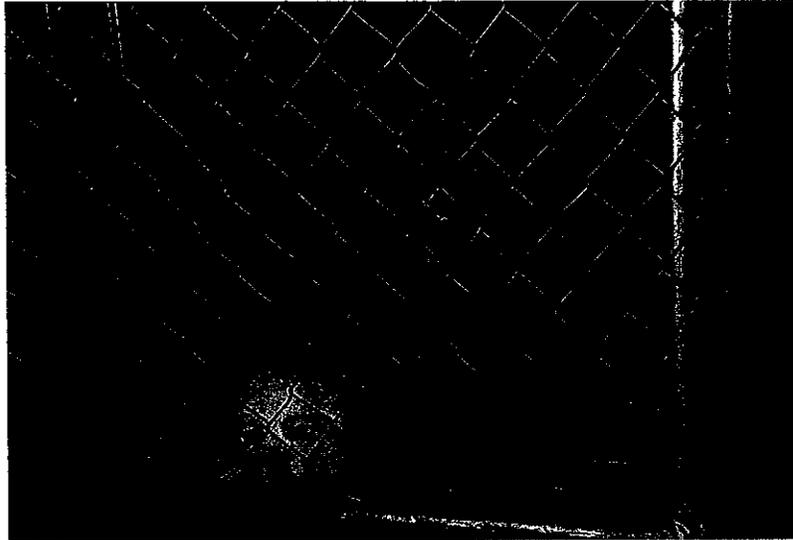
Since 2010, the Cities and Yolo County have been working on key concepts related to the sharing of services and an evaluation of current multi-jurisdictional services. Animal Services is one of those items which has been under considerable review.

This item will include a presentation of the attached report on the structure for a Yolo County Animal Services Joint Powers Authority for the operation of shelter and field services for animal control.

Also included are documents related to the prospective formation of a "General Services" JPA which would combine many of the currently shared services under a common administrative "umbrella" agency.

**FISCAL IMPACT:**

None by this action.



# **YOLO COUNTY ANIMAL SERVICES STUDY**

August 2012

Presented by



Tammie Murrell & Sue Marks-Gibbs,  
Consultants

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## SCOPE OF WORK FOR YOLO COUNTY ANIMAL SERVICES

This proposed scope of work is based on the Animal Protection League's (APL) understanding of Yolo County's need to examine its countywide animal services. It will be APL's (specifically Sue Marks Gibbs and Tammie Murrell) responsibility to perform initial research of current operations and budgets to determine if 1) enhancements can be made to existing operations and 2) if a different organizational model could lower costs and improve services to the citizens of Yolo County and its cities.

Specifically APL (Consultant) will:

- 1) Meet with current animal services staff to gain an overview understanding of operations and facilities.
- 2) Meet with budget (or animal services) staff regarding expenditure, revenue, and fee structures currently in place. The County/Cities will provide relevant historical data as well as operating expense and revenue budgets for recent years.
- 3) Provide a written report of recommendations and financial projections.

Consultants will complete research and provide a report within two months of contract approval, provided that the County/Cities are responsive in sharing data and staff are available as needed to answer questions.

## EXECUTIVE SUMMARY

Most municipal animal care and control agencies find themselves caught between the conflicting goals of their main constituencies - county boards and city councils struggling with reduced revenues and citizens advocating lower euthanasia rates and more humane treatment of animals.

Controlled costs and lower euthanasia rates are not necessarily mutually exclusive and what all animal service agencies should be working toward. There are examples of animal service agencies that have successfully reduced euthanasia rates within the confines of their government budgets through a combination of committed leadership, creative revenue generation, flexible operating structures, and large donor/volunteer bases. The comparison agencies cited in this report are all privatized animal service organizations that are in varying stages of attaining “acceptable” (to local stakeholders) euthanasia rates while keeping costs within their governing board’s comfort zone.

Best practices in animal services require a balanced approach of aggressive spay/neuter programs, shelter medicine programs, humane education and adoption programs to effectively and humanely reduce the number of unwanted animals in the system and lower costs as a result. The initial evaluation of Yolo County Animal Services indicates that this organization is well aware of best practices and is working toward reducing their euthanasia rate. The consultants believe that there are some improvements that could be made to enhance this effort, as follows:

- 1) Privatization of animal services through formation of a Joint Powers Authority or contracting with a humane society.
- 2) Creation of a licensing unit that aggressively and proactively pursues licensing compliance. Licensing compliance not only promotes responsible pet ownership, it generates significant revenue.
- 3) Establish an aggressive spay/neuter program including a high-volume spay/neuter clinic. Offering low cost spay/neuter services allows all citizens to comply with an increased licensing effort.
- 4) Hire an Outreach/Education Director to develop a formal humane education program consisting of regular classroom visits, volunteer and teacher training, adult education opportunities, and a spay/neuter awareness campaign.
- 5) Hire a Volunteer Coordinator to develop a volunteer program and recruit, train, and supervise volunteers to assist in achieving organizational goals. Working with animal advocates requires a balance of hearing their concerns and directing their emotional energy towards a common mission of reducing euthanasia rates and treating all animals humanely. A training program, recognition program, and procedures manual should be developed and strictly adhered to.

- 6) The Animal Control Field Services section should take a leadership role in implementing proactive strategies which are congruent with Problem-Oriented Policing and Community-Oriented Policing models. Analysis of calls for service, including identifying “hot spots” or areas with high concentration of animal-related calls and working toward solving the problems in the communities served, can lead to more effective deployment of resources, identification of animal-related policing issues, a reduction of pet overpopulation and an increase of responsible pet owners in the community.
- 7) Build a new animal shelter. The existing shelter is old and inefficient for adoption, disease control, proper ventilation, and veterinary care. Modern shelters are easier to clean, have efficient drainage, HVAC systems and non-porous surfaces for better disinfection, and are inviting for the public to come for licenses, adoption or education.

Based on a cursory examination of YCAS’s current budgets and operations, potential costs for a privatized agency with 31 FTE employees (at a 30 percent benefit rate), a humane education/outreach director, a volunteer coordinator, an in-house veterinary staff, seven-day per week field services, and an aggressive licensing program could look like the following table:

**Table 1 - Sample Summary Operating Expense & Revenue**

Division	Staff No.	Expenditures	Revenue	Net Cost (Profit)
Administration	4	\$565,500	\$10,000	\$555,500
Field Services	13.5 FTE	\$820,000	\$20,000	\$800,000
Shelter Operations	5.5 FTE	\$341,720	\$5,000	\$336,720
Education Center	4	\$380,200	\$193,750	\$186,450
Licensing Center	4 FTE	\$200,060	\$632,988	(\$432,928)
Adoptions	0	0	\$50,000	(\$50,000)
<b>TOTAL</b>	<b>31 FTE</b>	<b>\$2,307,480</b>	<b>\$911,738</b>	<b>\$1,395,742</b>

No reductions have been calculated for reduced intake that will hopefully result from enhanced education, adoption, and spay/neuter programs.

Recognizing that this recommendation for following best practices does not achieve the objective of saving money for Yolo County municipalities, a reduced staffing level is also presented. The only expenditure cuts that the consultants are comfortable making would be to combine the Outreach/Education Director position with the Volunteer Coordinator which would eliminate the Volunteer Coordinator position and utilizing the Yolo County Sheriff’s Office for dispatch services which eliminates the dispatcher positions. Were AWP workers to be used to clean and feed, two animal services technician positions could be eliminated.

**Table 2 - Potential Yolo County Animal Service Agency Costs – Reduced Staffing**

Jurisdiction	FY11-12 Payment	Cost Ratio	Net Cost Breakdown	Variance
Davis	\$110,379	9.6%	\$109,913	<\$466>
UC Davis	\$9,424	0.9%	\$9,387	<\$37>
West Sacramento	\$353,152	30.7%	\$351,662	<\$1,490>
Winters	\$7,391	3.3%	\$7,831	<\$461>
Woodland	\$439,555	38.2%	\$437,799	<\$1,855>
Yolo County	\$21,582	1.9%	\$21,557	<\$25>
<b>TOTAL</b>	<b>\$1,151,883</b>		<b>\$1,147,022</b>	<b>&lt;\$4,861&gt;</b>

*Combined Education/Outreach Director and Volunteer Coordinator positions; eliminated 2.5 FTE Dispatcher positions, and 2 Animal Service Technicians (kennel workers) in lieu on AWP workers*

**Privatization**

Privatization of animal services through formation of a Joint Powers Authority or contracting with a humane society would allow for more organizational flexibility to subsidize or increase fees as needed, attract a larger donation base and volunteers, and reduce employee costs. Many jurisdictions place animal services in Sheriff or police departments where it gets lost in competing public safety concerns. Flexibility needed to adjust programs and procedures to find the approach that best meets the community’s particular needs is very difficult under the paramilitary approach inherent in law enforcement. Formation of an organization whose primary concern is animal welfare will better serve the public.

**Animal Licensing**

Yolo County does not have a comprehensive, proactive, aggressive licensing program. Two of the comparison JPAs studied (SEAACA and Stanislaus Animal Services Agency) utilize dog and cat licensing as a way to promote responsible pet ownership by providing a means of identification for pets, making certain pets are vaccinated against rabies, and encouraging spaying and neutering.

Enforcing licensing ordinances is also a way to generate revenue. SEAACA’s Licensing Unit, consisting of one supervisor, four clerks and twelve part-time canvassers, collected \$2,119,905 in revenue in fiscal year 2009-2010. Stanislaus County, which was created as a JPA in December 2010, employs four canvassers. In December 2010, SASA was maintaining just 10,485 licenses. From December 2010 to February 2011, the four canvassers increased the total number of licenses maintained to 28,300. There is great revenue potential for Yolo County through development of an effective licensing program.

**Humane Education**

Humane education is a vital piece of solving the pet overpopulation puzzle by teaching both children and adults responsible pet ownership principals and the importance of spaying and neutering. The principles of responsible pet ownership include licensing and providing a

permanent means of identification, spaying or neutering, providing physical training, physical care, and medical attention for companion pets, and not allowing pets to become a threat or nuisance to the community.

The Humane Society of the United States has acknowledged that animal abuse is an early warning sign in children who may develop antisocial tendencies that can lead to more serious problems. Humane educators have found that students involved in humane education classes learn respect and kindness toward animals that is translated to people, the environment, and themselves. The National Parent Teachers Association has stated that “Children trained to extend justice, kindness and mercy to animals become more just, kind and considerate in their relationships with one another.”

The State of California Education Code Section 233.5(a) states, “Each teacher shall endeavor to impress upon the minds of the pupils the principles of morality, truth, justice, patriotism, and a true comprehension of the rights, duties, and dignity of American citizenship, and the meaning of equality and human dignity, including the promotion of harmonious relations, **kindness toward domestic pets and the humane treatment of living creatures**, to teach them to avoid idleness, profanity, and falsehood, and to instruct them in manners and morals and the principles of a free government.”

### *Volunteer Program*

Yolo County currently has a volunteer program of its own and is assisted by volunteers through a contract with the Yolo Humane Society. The HSUS has created a special manual that offers advice and strategy on volunteer management specific to animal care organizations. Topics covered include deciding if the organization is ready for volunteers, developing good staff-volunteer relationships, determining the role of volunteers, recruiting volunteers, screening volunteers, training volunteers, scheduling and record keeping, working with youth volunteers, keeping volunteers safe, supervising volunteers, and retaining and motivating volunteers.<sup>1</sup> The comparison agencies studied all have robust, formal volunteer programs. Both staff and stakeholders stated that having a volunteer coordinator would greatly enhance services at the shelter.

Working with animal advocates requires a balance of hearing their concerns and directing their emotional energy towards a common mission of reducing euthanasia rates and treating all animals humanely. A training program, recognition program, and procedures manual should be developed and strictly adhered to.

### *Spay & Neuter Services*

Aggressive spay/neuter programs are the key to lowering pet overpopulation and euthanasia rates which in turn saves money because less animals are handled by animal control and shelters. The Hayden Bill (SB 785, 1998) directs that public shelters “should aggressively promote spay and

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<sup>1</sup> Betsy McFarland, *Volunteer Management for Animal Care Organizations* (Washington D.C.: Humane Society Press, 2005).

neuter programs to reduce pet overpopulation.” The Vincent Bill (AB 1856, 1998) states that “it is the intent of the Legislature, by enacting this act, to reduce the number of unwanted dogs and cats in California... The single most effective prevention of overpopulation among the dog and cat population is spaying and neutering.”

The critical component to lowering animal shelter intake and reducing the euthanasia rates is the availability of affordable or no-cost spay and neuter surgeries for all pet owners regardless of income.

### ***Animal Shelter***

The two sections of the animal shelter in Yolo County were built in 1970 and 1974. They are old, inefficient and, for the most part, unpleasant to visit. Modern shelters attract the public to come adopt pets, volunteer their services, purchase licenses or attend a humane education class. More importantly, modern shelters are designed for positive interaction between people and animals whether the people are animal professionals or the public. Veterinary standards for shelters have advanced dramatically since the Yolo County shelter was constructed. Drainage, HVAC, mechanized cleaning systems, non-porous surfaces, high-walled kennels are among the systems that have been developed to control disease and reduce the effort needed to clean and disinfect animal areas.

### ***In Summary***

Yolo County Animal Services (YCAS) are already doing a lot of the things that will ultimately save money by lowering the euthanasia rate and reducing the number of unwanted animals in the community. YCAS is understaffed and working within a shelter that is difficult to clean and not designed to encourage adoption, volunteerism, education or any public involvement. There are improvements that could be made and some programs that could be added to enhance this effort.

Based on this cursory examination of YCAS, following best practices by increasing staff, reducing benefits, adding a veterinary clinic, education and outreach, a volunteer coordinator and an expanded licensing program do not save the Yolo County municipalities money, and, in fact, increase costs. It is possible to reduce this staffing, but the consultants are not in favor of eliminating the programs that will move the county towards decreased euthanasia rates. Because Yolo County has already taken advantage of economies of scale by combining services, the population base is smaller than the comparison agencies and the small staff at YCAS is doing a good job with minimal resources, the savings realized by larger jurisdictions through privatization do not pencil out for Yolo County. This is not to say that Yolo County couldn't make improvements to their Animal Services. Many of the recommendations from this report such as adding a licensing program, increasing vaccination clinics, adopting mission statements, and adopting Problem-Oriented Policing and Community-Oriented Policing models for field services are cost neutral or cost beneficial and should be considered.

## COMPARISON AGENCIES

### *Marin Humane Society*

Marin County and all of Marin's cities and towns provide animal control services through a joint powers agency (JPA). The cost is shared 30% by the county and 70% apportioned between the cities and towns. Marin County contracts with the Marin Humane Society (MHS) to provide animal control and sheltering services on behalf of the JPA. The contract specifies services to be provided by MHS (including calls for service, licensing, complaints, inspections and other State mandates) and those tasks to be performed by the County (dispatch, health officer duties). The contract does not require MHS to provide humane education, adoption and foster programs or a veterinary medicine program. MHS provided these programs prior to contracting with the county and cities and continues to operate them to maintain and reduce the animal population.

The area of service, Marin County, is approximately 2,000 square miles with a population of 250,750. Their 2011 expenses were \$6,613,102 with revenues of \$6,907,574, including \$2,004,803 in donations, grants and bequests. MHS took in 1,420 dogs and 1,443 cats for 2011 with a total of 2,239 of these animals adopted (60.8%). Their owner redemption rate is 45.5 percent for dogs and 11 percent for cats. Coupled with their adoption rates, they have one of the highest live release rates in Northern California.

### *Santa Cruz County Animal Services Authority*

The Santa Cruz County Animal Services Authority (SCASA) was established in 2002 as a JPA between Santa Cruz County and the cities of Capitola, Santa Cruz and Scotts Valley. Capitola opted out in 2007 and Watsonville came in at the same time. SCASA provides animal field services, dead animal disposal and shelter services for the partner municipalities. The purpose of the JPA is to share animal services expertise and optimize expenditures while providing a high level of service to the citizens of the partner cities.

SCASA's FY 2010-11 expenditures were \$3,205,065, revenues \$3,107,069 with a net cost of \$97,996. There are 32.5 positions budgeted including a General Manager, Field Manager, Shelter Manager, Volunteer Coordinator, Animal Care Coordinator, Client Services Coordinator and six Animal Control officers.

The population served is 243,356 with a service area of approximately 2,000 square miles. SCASA operates out of its new Santa Cruz facility but maintains two satellite shelters in Scotts Valley and Watsonville.

SCASA only euthanized 21.4 percent of dogs and 36.5 percent of cats in FY 2010-11.

### ***Southeast Area Animal Control Authority (SEAACA)***

SEAACA is a JPA entered into by the cities of Norwalk, Pico Rivera, Downey, Bell Gardens, Montebello, Paramount, Santa Fe Springs, South El Monte, South Gate, Vernon, Bellflower, Buena Park, Lakewood and La Palma in Los Angeles County. The original JPA was established by Norwalk and Pico Rivera in 1975 with the other cities joining over the next 20 years. The current agreement is in effect until 2020. In 2000, SEAACA gutted their existing shelter and remodeled the 17,000 square foot building into a state-of-the-art humane society with a veterinary clinic.

The JPA has 59 full-time and 13 part-time employees and total projected expenditures of \$4.9 million in its 2009-10 budget. This includes a field operations staff of 21, shelter operations staff of 21, and veterinary staff of eight. Spending per capita is \$5.98 per person for animal services. Operating revenues are \$1.4 million with participating cities contributing a percentage of the difference.

The combined population of the fourteen partner cities is 814,666, and an area of approximately 96 square miles. In 2011, SEAACA handled 10,492 dogs and 13,981 cats with a euthanasia rate of 53 percent for dogs and 86 percent for cats, including feral and unweaned kittens.

### ***Stanislaus Animal Services Agency***

The Stanislaus Animal Services Agency was formed as a JPA between the cities of Ceres, Hughson, Modesto, Patterson, Waterford and Stanislaus County in October of 2009. The agency opened a new \$8.8 million dollar, 35,535 square foot shelter in December of 2010.

The agency has 30 employees and their FY2011-12 operating budget is \$3,184,380. A recent article in the Modesto Bee praises the new shelter as more inviting to the public, easier to clean and much more efficient. However, the agency is under criticism for failing to improve their euthanasia rate. Of the 16,214 pets impounded in 2011, only 1,140 (5.6 percent) were reclaimed and 2,038 were adopted (10.1 percent).

### ***San Joaquin County***

The cities of Lathrop, Lodi, Manteca, Stockton, Tracy and San Joaquin County jointly commissioned a study of their animal control agencies to determine if improved services and cost savings could be realized under a combined reorganization. The study was completed in April of 2011. The study showed that most of the cities could save money, dramatically increase services to their citizens and improve humane practices by forming a JPA and enhancing revenues.

The study recommended that the JPA, if formed, work toward building a new shelter to realize economies of scale for sheltering the county's animals and to add space for adoption, education and veterinary programs. An updated shelter would also reduce the cleaning workload and the

spread of disease. Only the City of Stockton and San Joaquin County chose to continue work on formation of a JPA. They are currently in the implementation stage and hope that the City Council and Board of Supervisors will adopt the JPA later this year with potential implementation in early 2013.

The combined FY2011-12 operating budget for Stockton and San Joaquin County is \$2,855,957 (net cost \$2,043,259) and the two agencies took in 5,310 cats (euthanasia rate 78%) and 6,984 dogs (euthanasia rate 57.7%) in FY2010-11. The combined population for the two entities is 448,003.

**ANIMAL SERVICES SURVEY**  
**Yolo County**

Please answer the following questions to the best of your knowledge. Use the back side or an attached sheet to add to an answer if space does not allow.

1. Name/Title of Contact Person \_\_\_\_\_
2. Telephone Number(s) \_\_\_\_\_
3. E-mail \_\_\_\_\_

----- IT SYSTEMS -----

4. What type of IT system does your Animal Services (AS) staff use? \_\_\_\_\_
5. How are your calls for service (CFS) dispatched? \_\_\_\_\_
6. Do you have a dedicated dispatcher?  Yes  No If "No," what other duties does your dispatcher perform? \_\_\_\_\_
7. How are complaints logged? \_\_\_\_\_
8. Who does data input into your IT system? \_\_\_\_\_
9. What is your after-hour call procedure? \_\_\_\_\_

10. Do the AS officers have computers in their vehicles?  Yes  No If "No," do they input data at an alternate location or do others do the input? \_\_\_\_\_
11. Do you have a website?  Yes  No Who updates it? \_\_\_\_\_

----- SHELTER INFORMATION -----

12. Do you admit any animal into your shelter, including farm/ranch/exotic? \_\_\_\_\_
13. Do you charge for accepting animals into your shelter?  Yes  No If "yes" do charges vary by type of intake & what are those amounts? \_\_\_\_\_
14. What happens when your shelter is at capacity? \_\_\_\_\_
15. Do you have a quarantine area?  Yes  No If "Yes," how many kennels? \_\_\_\_\_
16. How often is it utilized? \_\_\_\_\_
17. Do you quarantine prior to adoption?  Yes  No If "Yes", how long? \_\_\_\_\_
18. How many kennels, etc. do you have for each type of animal that comes into your shelter? \_\_\_\_\_

19. For each type, what percent of capacity are you usually at or does it vary significantly? \_\_\_\_\_
20. What type of temperament testing do you do? \_\_\_\_\_  
Who does it? \_\_\_\_\_
21. What hours & days does your shelter operate? \_\_\_\_\_  
What are the public (open) hours? \_\_\_\_\_

----- FEE SCHEDULE -----

**PLEASE ATTACH A COPY OF YOUR FULL 2010/11 AS FEE SCHEDULE**

22. What is/are your licensing fees? \_\_\_\_\_
23. How many current licenses are you maintaining? \_\_\_\_\_
24. Do you cover your costs?  Yes  No  Don't know
25. How and where are licenses sold? \_\_\_\_\_
26. What are your adoption fees? \_\_\_\_\_
27. Do you charge for transfers to other shelters/rescues?  Yes  No Amount? \_\_\_\_\_
28. When you issue citations is there an alternative for an administrative fee to be paid? \_\_\_\_\_

----- FIELD SERVICES -----

29. Does the County have a code/ordinance that covers all the cities or does each city have one? \_\_\_\_\_
30. How are calls for service (CFS) taken (i.e. officer, phone, internet)? \_\_\_\_\_
31. How do you prioritize your calls for service? \_\_\_\_\_
32. Are all CFS addressed?  Yes  No If "No", explain \_\_\_\_\_
33. List response times for your various types of CFS: \_\_\_\_\_
34. List the number & types of vehicles that you utilize and whether they have winches, lifts, climate-controls, radios and computers: \_\_\_\_\_
35. Do your officers carry firearms?  Yes  No What equipment do they carry? \_\_\_\_\_
36. Do your officers perform chemical capture?  Yes  No
37. Write the web address of the animal ordinance(s) that governs your municipality OR attach a copy to this survey: \_\_\_\_\_
38. What are your shift hours and how many officers per shift? \_\_\_\_\_

Please attach a map of patrol areas if possible.

39. Is this staffing level sufficient? \_\_\_\_\_

40. Who investigates complaints? \_\_\_\_\_

-----BUDGET/STAFFING-----

41. Do you hold regularly scheduled staff meetings?  Yes  No If "Yes," how often? \_\_\_\_\_

42. List typical agenda items for staff meetings: \_\_\_\_\_

43. AS job classifications \_\_\_\_\_ positions allocated \_\_\_\_\_ positions filled \_\_\_\_\_ salary \_\_\_\_\_ benefits \_\_\_\_\_

44. What is your overhead rate? \_\_\_\_\_

45. What department is AS part of in your municipality? \_\_\_\_\_

46. Are you in a General Fund department?  Yes  No If "No," what fund? \_\_\_\_\_

47. Do you rely on volunteer staffing?  Yes  No If "Yes," how many hours? \_\_\_\_\_ per \_\_\_\_\_

48. What volunteer/humane/rescue groups do you work with? \_\_\_\_\_

49. What functions do they perform for you? \_\_\_\_\_

50. What outside agencies/groups do you contract with for services besides veterinary? List service & cost:

51. What alternate sources of funding (grants, donations) do you receive? List source & amount:

52. Have you utilized SB90 cost recovery claims?  Yes  No If "Yes," describe:

53. List revenue name & amount collected each of these years (i.e. Licensing fees) OR submit revenue reports for each year (with estimated revenue vs actual revenue:

2011/12    2010/11    2009/10    2008/09    2005/06    2000/01

54. 2011/12 2010/11 2009/10 2008/09 2005/06 2000/01  
(do separately for each jurisdiction, if possible – county + each city)

- jurisdiction
- population
- # full-time staff
- # part-time staff
- intake dogs
- adopted dogs
- returned dogs
- euth. dogs
- intake cats
- adopted cats
- returned cats
- euth. cats
- other intake
- other adopted
- other returned
- other euth.

55. How is each city and the county charged for Animal Services (AS)? \_\_\_\_\_

56. If you know the budget for the various functions within AS (i.e. Field Services, Kennel) for current year, list those breakdowns on the back side of this sheet.

**PLEASE ATTACH TO THIS SURVEY COPIES OF YOUR YEAR END AS BUDGET VS ACTUAL EXPENDITURE REPORT FOR YEARS ABOVE**

----- TRAINING -----

56. Do you hold regular staff training?  Yes  No If "Yes," in what areas? \_\_\_\_\_

57. How often does training occur? \_\_\_\_\_

58. How are new staff trained? \_\_\_\_\_

59. What are your minimum training requirements? \_\_\_\_\_

60. What is your mission statement or write "don't have one" \_\_\_\_\_

\_\_\_\_\_

61. What are your goals/objectives? \_\_\_\_\_

\_\_\_\_\_

62. How are staff evaluated? \_\_\_\_\_

\_\_\_\_\_

63. What are your performance standards? \_\_\_\_\_

\_\_\_\_\_

----- SPAY/NEUTER/VETERINARY SERVICES -----

64. Do you have internal veterinary services and what services do they provide? \_\_\_\_\_

\_\_\_\_\_

65. Do you also use outside veterinary services? \_\_\_\_\_ If yes, how many veterinary offices do you utilize? \_\_\_\_\_ List fees paid for primary services:

66. Do you have a shelter medicine program?  Yes  No

67. Do you offer low-cost spay/neuter or vaccines?  Yes  No

68. Do you have veterinarians visit your shelter?  Yes  No If "Yes," what services do they perform on site? \_\_\_\_\_

\_\_\_\_\_

----- EDUCATION/HUMANE PROGRAMS -----

69. What types of education programs for the community do you now provide (or put "None")? \_\_\_\_\_

\_\_\_\_\_

63. Do you have a formal adoption program?  Yes  No If "Yes," describe: \_\_\_\_\_

\_\_\_\_\_

64. Do you have a formal foster program?  Yes  No If "Yes," describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

65. Describe any other types of humane programs that you provide: \_\_\_\_\_

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**Thank you!**

Attached to this survey should be:

- \_\_\_\_\_ 2011/12 Animal Services Fee Schedule(s)
- \_\_\_\_\_ Animal ordinance for your municipality if you haven't listed a web address
- \_\_\_\_\_ Budget vs Actual Expenditure for 2000/01, 2005/06 and 2008/09= 2011/12
- \_\_\_\_\_ Patrol Map
- \_\_\_\_\_ Animal Services Organization Chart

Please attach any other documentation that you feel more fully answers the questions.

## CAT STATISTICS

**Table 3 - Yolo County Agency Cat Statistics**

Jurisdiction 2010-11	Intake <sup>1</sup>	Adopt/ Trans/Res <sup>2</sup>	%	Redeem	%	Euth <sup>3</sup>	%
Davis	223	56	25.1	30	13.5	137	61.4
UC Davis	10	0	0.0	8	80.0	2	20.0
West Sacramento	653	161	24.7	18	2.7	474	72.6
Winters	98	29	29.6	2	2.0	67	68.4
Woodland	949	260	27.4	50	5.3	639	67.3
Yolo County	587	113	19.3	32	5.4	442	75.3
Out of County	38	22	57.9	7	18.4	9	23.7
<b>TOTAL</b>	<b>2,583</b>	<b>654</b>	<b>25.3</b>	<b>147</b>	<b>5.7</b>	<b>1,782</b>	<b>69.0</b>
Marin Humane Society	1,443	963	66.7	159	11.0	321	22.2
Shirley Cruz/ASA	2,531	1,512	59.3	107	4.2	912	36.5
SEAACA	9,294	1,219	13.1	168	1.8	7,907	85.1
Stanislaus/ASA	8,277	569	6.9	118	1.4	7,590	91.7
San Joaquin County	5,310	383	7.2	785 <sup>4</sup>	14.8	4,142	78.0

1 for purposes of these charts, intake is the total of adopted/transferred/rescued, redeemed by owner, and euthanized animals

2 adopted category includes transfers to other agencies and non-profits.

3 euthanasia category includes owner-requested euthanasia

4 includes Trap/Neuter/Release program feral cats in redeem statistics

**Table 4 - Yolo County Agency Cat Data – 9-Year Comparison**

County-wide Cat Data	2001-02	%	2005-06	%	2010-11	%
Adoptions/Transfers	762	28.8	867	26.2	654	25.3
Redeemed by Owner	71	2.7	140	4.2	147	5.7
Euthanized	1,810	68.5	2,300	69.5	1,782	69.0

## DOG STATISTICS

**Table 5 - Yolo County Agency Dog Statistics**

Jurisdiction 2010-11	Intake <sup>1</sup>	Adopt/ Trans/Res <sup>2</sup>	%	Redeem	%	Euth <sup>3</sup>	%
Davis	193	56	29.0	94	48.7	43	22.3
UC Davis	5	2	40.0	2	40.0	1	20.0
West Sacramento	472	172	36.4	122	25.8	178	37.7
Winters	71	28	39.4	27	38.1	16	22.5
Woodland	853	393	46.1	248	29.1	212	24.8
Yolo County	366	176	48.1	71	20.2	116	31.7
Out of County	31	12	38.7	10	32.3	9	29.0
Unknown (Night Box)	16	0	0.0	0	0.0	0	0.0
<b>TOTAL</b>	<b>2,007</b>	<b>852</b>	<b>42.5</b>	<b>580</b>	<b>28.9</b>	<b>575</b>	<b>28.6</b>
Marin Humane Society	1,420	595	41.9	646	45.5	179	12.6
Santa Cruz ASA	2,316	1,075	46.4	711	30.7	496	21.4
SEAACA	9,837	3,657	37.2	1,694	17.2	4,486	45.6
Stanislaus ASA	7,937	2,419	30.5	901	11.2	4,617	58.2
San Joaquin County	6,984	2,439	34.9	512	7.3	4,033	57.7

1 for purposes of these charts, intake is the total of adopted/transferred/rescued, redeemed by owner, and euthanized animals

2 adopted category includes transfers to other agencies and non-profits.

3 euthanasia category includes owner-requested euthanasia

**Table 6- Yolo County Agency Dog Data – 9-Year Comparison**

County-wide Cat Data	2000-01	%	2005-06		2009-10	%
Adoptions	742	31.1	828	33.8	852	42.5
Redeemed by Owner	682	28.6	867	35.4	580	28.9
Euthanized	964	40.4	755	30.8	575	28.6

## DEMOGRAPHICS

**Table 7 - Yolo County Population Data**

Jurisdiction 2012	Human Population	Est Dog Population	Est Cat Population
Davis	65,622	16,589	18,718
UC Davis			
West Sacramento	48,747	12,323	13,903
Winters	6,624	1,675	1,889
Woodland	55,468	14,022	15,819
Yolo County	26,192	6,697	7,556
<b>TOTAL</b>	<b>202,953*</b>	<b>51,306</b>	<b>57,885</b>

\*From the National Association of Counties

Estimated 202,995 dogs and cats in participating Yolo County jurisdictions. Source: American Veterinary Medical Association Animal Population Calculator [http://www.avma.org/reference/marketstats/ownership\\_calculator.asp](http://www.avma.org/reference/marketstats/ownership_calculator.asp)

Numbers *do not* include: Ferrets, Rabbits, Hamsters, Guinea Pigs, Gerbils, Other Rodents, Turtles, Snakes, Lizards, or Livestock, all of which are responsibilities of Animal Services agencies.

**Table 8 - Agency Per Capita Finances**

Jurisdiction 2010-11	Actual Expense	Actual Revenue	Net Cost <Gain>	Per Capita Expense	Per Capita Revenue	Per Capita Net Cost
Yolo Co	\$1,689,723	\$1,414,627	\$275,096	\$8.33	\$6.97	\$1.36
San Joaquin Co	\$2,830,077	\$722,772	\$2,107,299	\$6.90	\$1.61	\$4.69
SCASA	\$3,205,065	\$3,107,069	\$97,996	\$13.17	\$12.77	\$0.40
Marin HS	\$615,102	\$690,574	<\$294,472>	\$2.637	\$2.55	<\$1.17>
SEAACA <sup>2</sup>	\$4,929,268	\$1,415,792	\$3,513,476	\$6.05	\$1.74	\$4.31
Stanislaus ASA	\$3,348,060	\$1,830,623	\$1,510,437	\$8.47	\$4.65	\$3.82

1 Includes \$2,254,071 revenue in grants & bequests

2 FY2010-11 budget data was unavailable for SEAACA so 2009-10 data was used

Comparison Population: San Joaquin Co (includes County & Stockton) 449,106, SCASA 243,356, MHS 250,750, SEAACA 814,666, Stanislaus ASA 395,439

**Table 9 - Agency Per Animal Costs**

Jurisdiction	2010-11 Expense	2010-11 Animals Handled	Spending per Animal	2010-11 Net Cost	Net Cost per Animal
<b>Yolo Co</b>	\$1,689,723	4,590	\$368.13	\$275,096	\$59.91
<b>San Joaquin Co</b>	\$2,830,071	12,294	\$230.20	\$2,107,299	\$171.42
<b>SCASA</b>	\$3,205,678	4,867	\$658.53	\$97,996	\$20.13
<b>Marin HS</b>	\$6,613,102	2,863	\$2,309.85	\$294,472	\$102.85
<b>SEAACA</b>	\$4,929,268	19,131	\$257.66	\$3,513,476	\$183.65
<b>Stanislaus ASA</b>	\$3,348,060	16,214	\$206.49	\$1,540,437	\$95.01

**Table 10 - Agency Officer Per Capita Data**

Jurisdiction	Human Population	2010-11 Intake	Intake per Capita	# of AS Officers	Officers per Capita	Officers per Intake
<b>Yolo Co</b>	202,953	4,590	1 per 44.2	8	1 per 25,369	1 per 574
<b>San Joaquin Co</b>	449,106	12,294	1 per 36.5	13	1 per 34,547	1 per 946
<b>Santa Cruz ASA</b>	243,356	4,867	1 per 50.0	6	1 per 40,599	1 per 811
<b>Marin HS</b>	250,750	2,863	1 per 87.6	9	1 per 27,861	1 per 318
<b>SEAACA<sup>1</sup></b>	814,666	19,131	1 per 42.5	21	1 per 38,794	1 per 911
<b>Stanislaus ASA</b>	395,439	16,214	1 per 24.4	9 <sup>2</sup>	1 per 43,938 <sup>3</sup>	1 per 1,802

1 FY2010-11 was unavailable for SEAACA so 2009-10 data was used

2 Stanislaus County ASA does not provide animal control for the City of Modesto. This lowers the population figure for officer per capital data to 194,274.

3 Stanislaus ASA employs 6 officers; City of Modesto employs 3 officers.

## CALLS FOR SERVICE

**Table 11 – FY 10-11 Yolo County Animal Services Calls for Service**

	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	TOTAL
Davis ASOs	335	149	293	309	1,086
City of Davis*					198
<b>Davis Total</b>					1,284
West Sac ASOs	769	558	734	706	2,767
Winters ASOs	123	46	165	168	502
Woodland ASOs	795	583	633	819	2,824
Yolo Co ASOs	765	582	631	648	2,626
U.C. Davis	61	7	104	121	293
<b>TOTAL</b>	<b>2,848</b>	<b>1,925</b>	<b>2,560</b>	<b>2,765</b>	<b>10,296</b>

\*City of Davis numbers are animal-related calls handled by Davis PD; they do not include noise/barking dog complaints and were not reported quarterly.

**Table 12 – FY 10-11 Yolo County Animal Services Calls for Service by Quarter**

Patrol Calls	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
ANI 1- Priority (Vicious, sick, etc.)	738	625	711	697	2,771
ANI 2- All other lower priority	1,965	1,148	1,055	1,263	4,934
10-21-Citizen requests phone call	4	5	3	5	17
10-6903-Out of Service, busy	1	1	1	2	5
956-Assist outside agency	27	14	12	28	81
970-Onion Follow Up	98	88	74	103	363
SPECOP-Out on a detail	1	1	2	1	5
Call Out 1700 to 0800 hrs	69	43	35	84	231
Service Maintenance	444	0	669	576	1,689
<b>TOTAL CALLS</b>	<b>2,850</b>	<b>1,925</b>	<b>2,562</b>	<b>2,759</b>	<b>10,096</b>
<b>Patrol Actions</b>	<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>	<b>TOTAL</b>
Notice to Appear	21	6	21	14	62
Verbal Warning	33	28	28	40	129
Written Warning	34	48	20	20	122
<b>TOTAL ACTIONS</b>	<b>88</b>	<b>82</b>	<b>69</b>	<b>74</b>	<b>313</b>

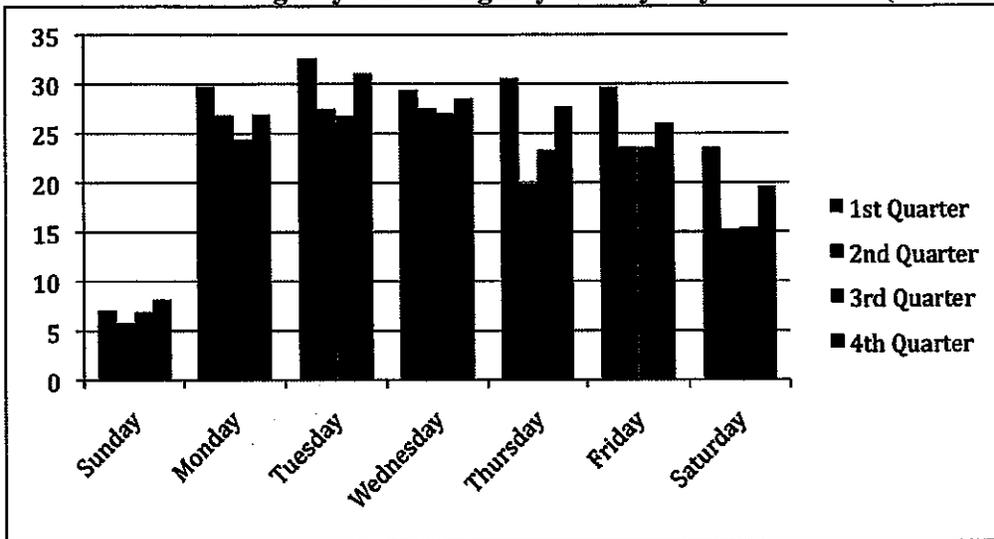
Patrol Hours	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
Regular	2,179	1,618	1,871	1,801	7,469
Over-time - includes call-out	607	359	385	251	1,602
<b>TOTAL PATROL HOURS</b>	<b>2,786</b>	<b>1,977</b>	<b>2,256</b>	<b>2,052</b>	<b>9,071</b>

**Table 13 – FY 10-11 Yolo County Animal Services Calls for Service by Jurisdiction**

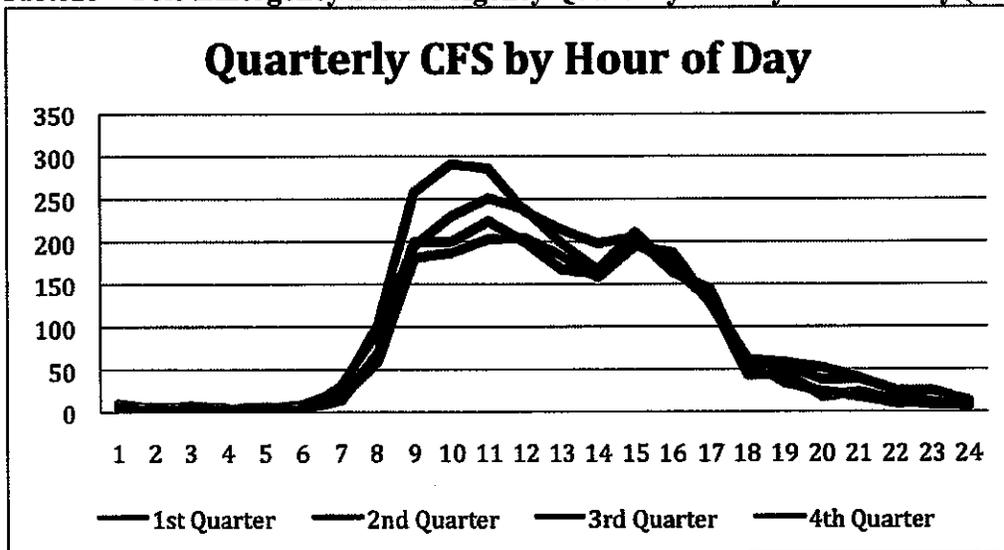
Patrol Calls	Davis	Wdlnd	W Sac	Wtrs	UCD	YoCo	OOC	Unkn	TOTAL
ANI 1- Priority	271	920	813	91	10	666	n/a	n/a	2,771
ANI 2	501	1,451	1,493	166	69	1,280	n/a	n/a	4,951
10-21	0	0	0	1	0	16	n/a	n/a	17
10-6-903	0	2	10	0	0	3	n/a	n/a	15
956	0	4	0	1	0	76	n/a	n/a	81
970	18	48	34	3	1	229	n/a	n/a	363
SPECOP	3	0	1	0	0	1	n/a	n/a	5
Call Out 1700 to 1800 hrs	20	39	9	12	5	n/a	n/a	n/a	231
Service Maintenance	263	330	332	227	214	324	n/a	n/a	1,689
<b>TOTAL CALLS</b>	<b>1,086</b>	<b>2,824</b>	<b>2,767</b>	<b>502</b>	<b>293</b>	<b>2,625</b>	<b>0</b>	<b>n/a</b>	<b>10,097*</b>
	10.76%	27.98%	27.42%	4.97%	2.85%	26.01%	0.00%	n/a	100%
<b>Patrol Actions</b>	<b>Davis</b>	<b>Wdlnd</b>	<b>W Sac</b>	<b>Wtrs</b>	<b>UCD</b>	<b>YoCo</b>	<b>OOC</b>	<b>Unkn</b>	<b>TOTAL</b>
Notice to Appear	8	16	18	1	0	19	n/a	n/a	62
Verbal Warning	22	26	9	2	0	11	n/a	n/a	70
Written Warning	2	67	7	3	0	43	n/a	n/a	122
<b>TOTAL ACTIONS</b>	<b>32</b>	<b>105</b>	<b>104</b>	<b>6</b>	<b>1</b>	<b>73</b>	<b>n/a</b>	<b>n/a</b>	<b>321</b>
<b>Patrol Hours</b>	<b>Davis</b>	<b>Wdlnd</b>	<b>W Sac</b>	<b>Wtrs</b>	<b>UCD</b>	<b>YoCo</b>	<b>OOC</b>	<b>Unkn</b>	<b>TOTAL</b>
Regular	804	2,090	2,048	371	213	1,942	0	n/a	7,468
Over-time - includes call-out	172	447	435	79	46	316	0	n/a	1,595
<b>TOTAL PATROL HRS</b>	<b>976</b>	<b>2,537</b>	<b>2,483</b>	<b>450</b>	<b>259</b>	<b>2,258</b>	<b>0</b>	<b>n/a</b>	<b>9,066</b>
% of total calls	10.76%	27.98%	27.42%	4.97%	2.85%	26.01%	0.00%	0.00%	100%

\*Total calls in Table 11 do not match data provided for Table 12

**Table 14 - Yolo Emergency Service Agency CFS by Day of the Week (FY2010-11)**



**Table 15 - Yolo Emergency Service Agency Quarterly CFS by Hour of Day (FY2010-11)**



1 = 1:00 a.m. (0100 hours)

24 = 12:00 a.m. (2400 hours)

## BUDGET DATA

**Table 16 - Yolo County Agency Budget Data – 9-Year Comparison**

Fiscal Year	Actual Expense	Actual Revenue <sup>1</sup>	Net Cost	Change	%
2000-01	\$923,076	\$339,058	\$584,018		
2005-06	\$1,541,381	\$227,990	\$1,313,391	\$529,373	90.6
2008-09	\$2,080,580	\$578,880	\$1,501,700	\$388,309	34.9
2009-10	\$1,814,091	\$486,031	\$1,328,060	<\$173,640>	-11.6
2010-11	\$1,689,723	\$459,277	\$1,230,446	<\$97,614>	-7.4
2011-12	\$1,738,315	\$586,523	\$1,151,792	<\$78,154>	-6.4

1 Does NOT include contract payments from cities & county

2 Budget data, not actual

**Table 17 - Yolo Payments for Animal Services**

Jurisdiction	2011-12 Payment	%
Davis	\$110,379	9.6
UC Davis	\$9,424	0.8
West Sacramento	\$353,152	30.7
Winters	\$37,991	3.3
Woodland	\$439,555	38.2
Yolo County	\$211,382	17.5
<b>TOTAL</b>	<b>\$1,151,883</b>	

\*expense budget less revenue budget

## ANIMAL FIELD SERVICES

In 1990, Herman Goldstein published a book called, "Problem-Oriented Policing."<sup>2</sup> Problem-Oriented Policing (POP) is a strategy that involves the analysis of crime, disorder, and public nuisance problems. The goal is for police agencies to address problems proactively rather than reactively. POP strategies were introduced to police agencies throughout the 1990's and into the twenty-first century.

Community policing or neighborhood policing is a policing strategy and philosophy based on the notion that community interaction and support can help control crime. Most police agencies, when questioned about their policing philosophy, will answer that they practice either POP or Community-Oriented Policing (COP).

Unfortunately, animal services sections of law enforcement agencies have not always been brought into the POP/COP training and philosophy and, therefore, have neglected to take a significant leadership role in reducing the euthanasia of healthy dogs and cats. Traditional animal control departments practice a reactive strategy where calls for service are handled after the incident occurs and is reported, while modern animal services strategies, like modern policing strategies, focus on proactive approaches such as population control through spaying and neutering of dogs and cats. Many communities have progressive animal services strategies that result in lower numbers of calls for service and lower intake at animal shelters.

Animal services departments can adopt the proactive POP/COP strategies to address the animal overpopulation problem by educating the community about the nature of the problem (too many dogs and cats), developing strategies to resolve the problem (Trap/Neuter/Return programs for feral cats, differential licensing fee schedules, aggressive adoption programs, spaying/neutering of dogs and cats, and, humane education) and, by forming public/nonprofit partnerships.

Utilizing a POP/COP philosophy can result in animal services agencies taking a leadership role in reducing the pet overpopulation problem in the future.

Yolo County Sheriff's Office, Animal Services Section operates a Field Services Program for participating jurisdictions. Yolo County currently has six (6) Animal Control Officers and one (1) Sergeant (supervisor). One Animal Control Officer is currently assigned to the shelter full time and effective July 1, 2012, a second Animal Control Officer will be assigned to assist with shelter cleaning before reporting for field duties. This assignment change is due to funding from the Sheriff's Discretionary Fund for a part-time Animal Services Assistant being eliminated. The comparison JPA Field Services officers only handle calls for service and field duties and have no shelter operations duties.

Support staff for Field Services officers (officers) varies from jurisdiction to jurisdiction. Support staff includes dispatchers, call takers (answer telephone or computer service requests or questions from the public), and data entry and processing staff. Yolo County contracts with Yolo Emergency Communications Agency for call taking and dispatching. All the JPA agencies

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<sup>2</sup> Herman Goldstein, *Problem Oriented Policing* (Philadelphia: Temple University Press, 1990).

studied have dedicated Animal Services dispatchers. JPA agencies vary in assigning employees to answer the telephones.

Only SEAACA has a 24/7 Field Services Unit when they are fully staffed. All other agencies examined rely upon local law enforcement dispatchers and police agencies to handle animal services field calls after hours (when animal services personnel are not on duty). All have some sort of call out procedure for after hours calls requiring the presence of animal services officers.

Management of Field Services programs also varies from agency to agency. Yolo County Animal Services operates under the authority of the Sheriff's Office and has a civilian manager/chief animal services officer, who reports to the patrol division Captain assigned.

All of the comparison JPAs employ Executive Directors. Additional management positions at all levels of the organizations are specific to animal sheltering and animal control (field services).

### ***Current State of Yolo County Field Services Program***

Yolo County Animal Services Officers currently work eight-hour shifts and the shifts are staffed Monday through Saturday from 0800-1700 hours. There are currently no officers on duty on Sunday's in Yolo County. There are normally anywhere from two to four officers working on any given day. If an officer is called out during off duty hours, the officer is compensated at 1 ½ times their normal pay for a minimum of two hours. If the callout lasts more than two hours, they are compensated for actual time worked.

All Animal Services Section personnel perform data entry duties in the Chameleon database that is utilized by Yolo County Animal Services. Officers have Toughbook computers in their vehicles and have the ability to receive dispatched calls and communicate with Yolo Emergency Communications Agency, write reports, and input data from the field. There are also a number of desktop computers at the shelter available for their use.

When Yolo Animal Services Section personnel are not on duty, animal-related calls are either faxed to animal services officers for the next day, cancelled, or handled by law enforcement agencies if the call does not require an Animal Services Officer on overtime.

Yolo County officers perform chemical capture<sup>3</sup> and carry the requisite equipment. Their arsenal also contains Tazers, OC (Oleoresin Capsicum) pepper spray, tactical batons, and firearms including shotguns, Mini-14's, and dart weapons (handgun and rifle).<sup>4</sup>

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<sup>3</sup> Chemical Immobilization Capture or "chemical capture" is the method utilized to capture animals when all other methods have failed. The decision to utilize chemical capture is based on the need to capture the animal, the species, and its condition. The objective is to capture the animal while inflicting the least amount of pain, injury or stress. Chemical capture is carried out by using a controlled substance that is carried by a projectile, dart, needle, syringe, propellant, projectile or firearm to immobilize the animal.

<sup>4</sup> Tactical (collapsible) batons. The ease of carry and lightweight, makes the tactical baton or "bite stick" an impact weapon that is both convenient and tactically effective for use by Animal Control Officers. This weapon is normally illegal to carry in California, however may be carried by animal control officers under the authority of section 12002(a) of the California Penal Code.

### Calls for Service Data

The data provided was difficult to analyze because only raw numbers were given and there was not a breakdown of types of animal calls, no data was available on how long calls were held before being dispatched, en route times, follow up and investigation times, reporting writing times, etc. The field services calls were listed as "ANI1-Priority, ANI2, 10-21, 10-6/903, 956, 970, SPECOP, Call Out 2000 to 0800 hours, and Service Maintenance." Numbers of Notices to Appear (citations), Verbal Warnings and Written Warnings by jurisdiction were also provided. Because Yolo County uses law enforcement dispatch software rather than the Chameleon database dispatch module, reports such as Officer Activity by Beat (area worked) were not readily available. For these reasons, calls for service data is included to give the reader a general idea of the number and types of calls handled on a daily basis, but the data could not be used to make precise recommendations on the number of personnel needed to consistently handle calls for service.

When calls are received in dispatch after-hours, contact is made with the on-duty law enforcement sergeant for that jurisdiction. If the sergeant says to dispatch the on-call animal control officer, that is done and the officer is dispatched on the call to timestamp it. If the sergeant advises dispatch to hold the call for the next business day, a unit is dispatched in the dispatch system to close it out for law enforcement. The call is then sent to the printer at the animal control office to be handled the next day.

For these reasons, the data on calls for service by day of week is skewed. Sundays and holidays are underrepresented. Call numbers on weekdays and holidays support staffing on Sundays.

Yolo County animal field services is not broken down by beats in the Computer-Aided Dispatch system. The officers may be assigned to specific areas to work but that will not be reflected by computer statistics.

See Calls For Service/Deployment charts starting on page 23.

### ***What California Joint Power Authority's (JPA's) are Doing***

#### Santa Cruz Animal Services Authority (SCASA)

SCASA Field Services is managed by a Supervising Field Manager who oversees the work of one Lead Animal Control officer, five full-time Animal Control officers, two part-time Animal Control officers (currently unfunded) and one full-time dispatcher. The Field Manager reports directly to the General Manager (Executive Director) and is responsible for management oversight of all animal control, field, licensing, and rabies control programs.

SCASA provides animal control field services seven days per week. Their officers perform chemical capture. Officers do not carry side arms, but do carry OC pepper spray and collapsible batons.

### Southeast Area Animal Control Authority (SEAACA)

SEACCA's Field Operations Division falls under the management oversight of the Director of Operations, who also oversees shelter operations. The Director of Operations reports to the Executive Director. The Field Operations Division consists of one Sergeant, who is the line supervisor, one Animal Control Corporal, two Senior Animal Control officers and 17 Animal Control officers. The Corporal is responsible for participating in and overseeing investigations. The Sergeant is responsible for SEAACA's fleet management.

SEAACA has two dispatchers, with personnel performing dispatch duties from 0800 to 2000 hours. There are six clerk/cashiers that assist with answering phones and filling in at dispatch. Dispatchers and Clerk/Cashiers fall under the supervision of the Shelter Operations Lead Animal Care Technician (ACT.) During times SEAACA dispatchers are off-duty, the Los Angeles Animal Control dispatch center contracts to answer the telephone and dispatches calls for service.

When fully staffed, SEAACA Field Services Division operates 24-hours per day, 7 days per week. When positions are unfilled, the graveyard shift is not staffed. When there are no graveyard shift officers, the remaining officers rotate daily for stand-by. Officers typically are on stand-by one night per week. They receive one hour of straight time salary for being on stand-by. For each phone call they answer, they receive 15 minutes pay. If they respond from home they get straight time from the time they respond to the time they return home.

SEAACA Animal Control Officers work eight-hour shifts and rotate their days/hours worked every three months.

SEAACA offers participating agencies to contract for an assigned animal control officer. If an agency chooses this option, an increased fee is charged, but they have the services of an officer forty hours per week and the same officer is assigned from week to week in order to provide consistency of service to the agency.

SEAACA officers operate Ford F250 Xtra Cab trucks with climate-controlled compartments for the animals. They carry OC pepper spray, bite sticks and handcuffs. They do not carry side arms, but do perform chemical capture and have access to chemical capture equipment.

They are required to attend eight hours of bite stick update training per year, and 1 to 2½ hour monthly meetings where advanced training is conducted.

SEAACA also has a Licensing Services Division which consists of one Licensing Supervisor, who reports to the Director of Operations, four Licensing Clerks and twelve part-time Licensing Canvassers.

### Stanislaus Animal Services Agency

The Stanislaus Animal Services Agency (SASA) is the newest JPA studied for comparison. SASA was established in 2010. SASA has 31 employees, five of whom are Animal Control Officers who handle calls for service in the field. During business hours, SASA has one

dispatcher and two clerks that field telephone calls and dispatch calls for service. SASA utilizes a Chameleon Animal Services database.

When there are no Animal Control officers on-duty, an officer is assigned to be “on-call.” On-call pay ranges from \$3 to \$4 per hour. If the officer is actually called to work, they receive a minimum of two hours pay at 1½ times their hourly wage.

SASA maintains a proactive licensing enforcement program which employs four full-time license canvassers.

SASA Animal Control officers do not carry side arms, but do carry OC pepper spray and collapsible batons.

### Marin Humane Society (MHS)

The Marin Humane Society Animal Control staff is managed by an officer holding the rank of Captain, who reports directly to the Executive Director. The mid-manager holds the rank of Lieutenant and the supervisor holds the rank of Sergeant. The lead Animal Control officer holds the rank of Corporal. MHS has six Animal Control officers and two part-time Field Technicians. Field Technicians handle calls for service that do not require the services of an Animal Control officer, such as picking up dead animals and transporting animals from place to place.

The MHS JPA contract requires that MHS provide for a minimum of 32 staff hours covering the County during each 24-hour period, five days per week. On weekends and major holidays, MHS is required to provide 24 animal control staff hours during each 24-hour period.

MHS is required to maintain a licensing compliance program and to conduct one license amnesty effort per contract year. MHS is also required by contract to carry out investigations and activities regarding Rabies Control in conjunction with the County Health Officer.

The County provides dispatching services through the Marin County Sheriff’s Department without cost to the JPA, although MHS Field Services Division has a dispatcher that fields and dispatches calls for service during business hours.

Since forming the JPA, uniform County Ordinances were adopted by each of the agencies participating in the JPA.

### ***Municipal Codes and County Ordinances***

Yolo County Ordinance, Title 6, Sanitation and Health, Chapter 1, Animals, dictates the purpose and authority for the Animal Control Law of the County of Yolo. Section 6-1.104 states that the provisions apply to all unincorporated areas of Yolo County and may be applied to any city within the county which requests, by ordinance, the application of provisions within the confines of such city. If a JPA or other private entity were formed, the ordinance would need to be amended to change the administration of animal services from the Sheriff’s Office to the that organization.

SEACCA did not pass an overriding ordinance. SEACCA officers are assigned to each city and carry “cheat sheets” for situations that overlap jurisdictions. MHS, on the other hand, has a Countywide Animal Control Ordinance that was adopted by each participating jurisdiction which allows officers to enforce one set of local ordinances. Passing a countywide ordinance would be the simplest way to operate, but it is workable if this is not possible.

### ***Recommendation for Field Services***

The animal services and control agencies studied vary greatly in the staffing models they employ. For purposes of these recommendations, Animal Control Officers are officers who are not Peace Officers, but may exercise the powers of arrest of a peace officer as specified in California Penal Code Section 836 and the power to serve warrants as specified in California Penal Code Sections 1523 and 1530 during the course and within the scope of their employment, if those officers successfully complete a training course in the exercise of those powers pursuant to California Penal Code Section 832, and are specialists in field work consisting of handling calls for service, issuing citations and administrative notices to violators, conducting humane investigations, conducting follow-up inspections, and proactively patrolling to advocate for responsible pet ownership, and do not have ancillary duties in shelter operations or licensing canvassing.

The challenges in designing an Animal Control Field Program for Yolo County include the large geographic area to be covered, the combination of urban and rural settings, and the difficulty in evaluating current call loads.

A 1997 study conducted by the National Animal Control Association (NACA) found the average ratio of field animal control officers to citizens was one officer for every 16,000-18,000 persons. To determine optimum field staffing, local governments must factor in population, the size of the service area and enforcement responsibilities.”<sup>5</sup> Utilizing just the population formula, Yolo County would need 21-23 officers, an unrealistic formula in today’s fiscal climate.

One method of designing an Animal Control Field Program is the “Calls for Service” model outlined by NACA, as follows:

*Determining the number of officers requires an assessment of citizen calls, officer-initiated calls, citations, written warnings, assisting outside agencies, the need for safety and security, a flexible beat structure, time spent on investigations, preventive patrol time and the specific types of service that the public wants and expects.*

*The basic elements of the “calls for service” model are as follows:*

- *Each 8-hour Animal Control position requires 2,920 hours to fill one shift for 365 days.*
- *Officer availability for staffing is determined by deducting from 2,080 hours (the maximum for one year), and the time required for vacation, sick leave, court time, “flex” days and training. In using this model, the average number of hours.*

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<sup>5</sup> Animal Control Management, International City/County Management Association, 2001 P55

*dedicated to Animal Control for Animal Control will be 1,832 hours (a standardized ratio), or 229 days.*

- *Determine the relief factor (relating to the number of officers needed to fill one position for the entire year) by dividing the number of days of work required for each beat area in a year (365) by the average number of days officers actually work in a year. In using this ratio, the 365 divided by 229 = 1.60 officers per day, per beat area.*<sup>6</sup>

Yolo County currently assigns 6 officers and 1 supervisor to Field Services. As mentioned above, some of these officers and supervisors also have ancillary responsibilities such as staffing the animal shelter. Animal control field services are currently provided six days per week, with no coverage on Sundays.

The consultants recommend that animal control coverage should be provided seven days per week. The following recommendations are made keeping in mind that these are minimum staffing levels, and they should be reviewed and adjusted as justified by analysis of calls for service as it becomes available and as revenue is generated to fund staffing increases, if necessary.

**Field Services Recommendation 1:** Utilize the Chameleon database dispatch function to track calls for service.

A database designed for animal sheltering and control should be utilized to track all activities of the Animal Services agency. For purposes of this section, the dispatch and investigation modules should be utilized so that accurate tracking of types of calls for service, as well as response times, total time spent on calls, time spent on investigation and follow-up investigation, report writing and transportation are all tracked. Tracking of types of calls for service including domestic animal calls versus livestock and wildlife calls would also be beneficial. Tracking of calls for service by supervisors and management is the only accurate way to determine the effectiveness of a field services program and to determine whether or not goals and objectives are being met.

Field personnel should continue to have computers in their vehicles that are linked to the database and allow them to communicate with dispatchers and each other without tying up the radio to perform data entry and report writing in the field.

**Field Services Recommendation 2:** Hire two (2) full-time and one (1) part-time clerk/dispatchers, and create a functional phone tree and message system.

Employees familiar with the unique issues related to Animal Control calls for service should be on duty any time animal control officers are in the field. When officers are on duty, it is imperative that someone is monitoring their status for officer safety reasons. Also, some calls regarding animal control, such as answering questions related to the vaccinating and licensing of

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<sup>6</sup> <http://www.nacanet.org/fieldstaffing.html>

animals, as well as searching for lost animals can be triaged on the telephone and may save a call from being dispatched.

Animal control calls differ from police and fire calls in that the calls rarely involve a life-threatening emergency, although the calls are frequently emotionally charged. One dispatcher can adequately handle the dispatching of the number of units recommended here, although assistance will be needed to answer the telephone during heavy call load times. One to two part-time dispatcher(s) that can fill in on days when a full-time dispatcher is not on duty and provide additional coverage for breaks and answering the telephones, coupled with assistance from clerk/receptionists would adequately handle the telephone calls and requests for information from the public. Other duties can be assigned when call loads are light.

Field Services Recommendation 3: Staff the Field Services Division with one Field Supervisor, eight Animal Control Officers, and four part-time Animal Services Technicians.

The staffing model recommended is the minimum number of field services staff the consultants believe would be needed in order to effectively provide animal control services to the areas studied.

The assumptions made for field services and animal control are that service is provided seven days per week, twelve hours per day. Refer to Tables 18 and 19 on pages 36 and 37 for model schedules based upon deployment of staff working ten- or twelve-hour shifts. Each of the model schedules assumes deployment of personnel will be in a two-team format. Each team works as group with opposing two day-off sequences. The exception is on Wednesday for the ten-hour shift schedule model presented.

The Twelve-Hour Shift plan allows staff two full weekends and one partial weekend off during each four-week cycle. Because officers work twelve-hour shifts, in order to work 40 hours per week, four hours must be made up, some jurisdictions work four additional hours per week, while others work an eight-hour day per two-week cycle. The supervisor should make these assignments based on staffing needs, including coverage for special assignments, follow-up investigations, proactive work, inspections, time off and training.

Some of the advantages of twelve-hour shifts are that 1) full-staffing for twelve hours per day is provided, 2) each day-off sequence team works for exactly half of the time that Field Services is on duty, so desirable weekend days off are divided equally, and 3) staff never works more than three days in a row. A disadvantage of twelve-hour shifts is staff fatigue. Assuming personnel get eight hours of sleep per night, they only have four hours a day for personal time on days they are assigned to work. Personnel take ½ hour paid meal breaks during their shifts.

The Ten-Hour Shift plan is the plan currently being utilized by a number of policing agencies in San Joaquin County including the Lodi Police Department, San Joaquin County Sheriff's Office, and the Stockton Police Department.

Employees like this work schedule because it gives them set weekdays, as well as every other weekend off. Employees get two "long" four-day weekends per month. Ten-hour shifts are

reasonable and the expectation is that employees work in a ½ hour paid meal break while in the field.

This staffing model schedules all employees to work on Wednesdays. This can be beneficial because training can be conducted for half the employees on this day while the other half work the field. Later that day, or the next week for longer sessions, the remaining employees attend training while the first group covers the field. This model also allows for special assignments such as follow-up investigations, proactive work and inspections to be conducted on Wednesdays.

**Table 18 - Proposed Field Services Staff Assignments**

Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun
<b>Supervisor</b>	1	1	1	1	1	0	0
<b>Officers</b>	4	4	8*	4	4	4	4
<b>Technicians</b>	2	2	2*	2	2	2	2
<b>Dispatcher</b>	1.5	1.5	2	1.5	1.5	1.5	1
<b>TOTAL</b>	<b>8.5</b>	<b>8.5</b>	<b>13*</b>	<b>8.5</b>	<b>8.5</b>	<b>7.5</b>	<b>7</b>

\*Staffing on Wednesday's with 10-hour scheduling plan increased.

The Field Services Supervisor works a standard Monday-Friday 0800 hours to 1700 hours shift with a one hour unpaid lunch. This allows for the supervisor to work with both teams of personnel. The supervisor is responsible for scheduling leave, payroll, overseeing investigations, reviewing reports for consistency and accuracy, recommending and conducting training, investigating citizen complaints, setting and reviewing goals and objectives, and performance evaluation among other duties.

This staffing model also calls for two part-time Animal Services Technicians per team. Animal Services Technicians are field personnel who do not have the requisite training of the Animal Control Officer. Technicians can perform duties not requiring the expertise and authority of an officer, such as picking up dead animals, travelling throughout the county to work as a transport vehicle, and taking custody of non-threatening animals so the Animal Control Officers can remain in their assigned beat or area, rather than spend driving time transporting animals to the shelter. Calls for Service peak in Yolo County is between the hours of 8AM-4PM. The deployment of these part-time technicians during peak hours would allow the officers to focus on priority calls for service during these hours.

A second benefit of part-time technicians is that they can be cross-trained for shelter duties, giving management the flexibility of deploying them in the shelter as needed.

**Table 19 – Sample Twelve-Hour Shift Deployment Schedule**

**FIELD SERVICES DIVISION**  
 Twelve Hour Shifts-"X" = Days Off

EMPLOYEE NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
SUPERVISOR 0800-1700 HOURS						X	X						X	X							X	X						X	X
<b>0700-1900 HOURS*</b>																													
<b>TEAM A</b>																													
OFFICER I			X	X			8*	X	X			X	X	X				X	X			8	X	X			X	X	X
OFFICER II			X	X			8	X	X			X	X	X				X	X			8	X	X			X	X	X
OFFICER III			X	X			8	X	X			X	X	X				X	X			8	X	X			X	X	X
OFFICER IV			X	X			8	X	X			X	X	X				X	X			8	X	X			X	X	X
TECHNICIAN I-0700-1230 HOURS			X	X				X	X			X	X	X				X	X				X	X			X	X	X
TECHNICIAN II-1200-1730 HOURS			X	X				X	X			X	X	X				X	X				X	X			X	X	X
<b>TEAM B</b>																													
OFFICER X	X	X			X	X	X			X	X			8	X	X			X	X	X			X	X			8	
OFFICER XI	X	X			X	X	X			X	X			8	X	X			X	X	X			X	X			8	
OFFICER XII	X	X			X	X	X			X	X			8	X	X			X	X	X			X	X			8	
OFFICER XIII	X	X			X	X	X			X	X			8	X	X			X	X	X			X	X			8	
TECHNICIAN III-0700-1230 HOURS	X	X			X	X	X			X	X			X	X			X	X	X			X	X			X	X	
TECHNICIAN IV-1200-1730 HOURS	X	X			X	X	X			X	X			X	X			X	X	X			X	X			X	X	
*Requires 4 hours off per worked per two week cycle, or 8 hours off per 28 day cycle. Supervisor should have discretion to determine time off based on workload or training needs.																													

**Table 20 – Sample Ten-Hour Shift Deployment Schedule**

**FIELD SERVICES DIVISION**  
Ten Hour Shifts-"X" = Day Off

EMPLOYEE NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
<b>SUPERVISOR-0800-1700 HOURS</b>						X	X						X	X							X	X						X	X
<b>Team A</b>																													
<b>OFFICER I-0900-1900 HOURS</b>	X	X				X	X	X	X						X	X					X	X	X	X					
<b>OFFICER II-0700-1700 HOURS</b>	X	X				X	X	X	X						X	X					X	X	X	X					
<b>OFFICER III-0900-1900 HOURS</b>	X	X				X	X	X	X						X	X					X	X	X	X					
<b>OFFICER IV-0700-1700 HOURS</b>	X	X				X	X	X	X						X	X					X	X	X	X					
<b>TECHNICIAN I-0800-1200 HOURS</b>	X	X				X	X	X	X						X	X					X	X	X	X					
<b>TECHNICIAN II-1200-1600 HOURS</b>	X	X				X	X	X	X						X	X					X	X	X	X					
<b>Team B</b>																													
<b>OFFICER V-0900-1900 HOURS</b>				X	X					X	X	X	X					X	X						X	X	X	X	
<b>OFFICER VI-0700-1700 HOURS</b>				X	X					X	X	X	X					X	X						X	X	X	X	
<b>OFFICER VII-0900-1900 HOURS</b>				X	X					X	X	X	X					X	X						X	X	X	X	
<b>OFFICER VIII-0700-1700 HOURS</b>				X	X					X	X	X	X					X	X						X	X	X	X	
<b>TECHNICIAN I-0800-1200 HOURS</b>				X	X					X	X	X	X					X	X						X	X	X	X	
<b>TECHNICIAN II-1200-1600 HOURS</b>				X	X					X	X	X	X					X	X						X	X	X	X	

## SAMPLE PERSONNEL COSTS

Sample personnel costs are illustrated here for the purpose of providing an estimated budget. Salary amounts are based on salaries for similar positions at the comparison JPAs.

<u>Administration</u>	<u>No.</u>	<u>Salary</u>	
Executive Director	1	\$120,000	
Administrative Asst	1	50,000	
Outreach/Education Director	1	60,000	
Volunteer Coordinator	1	50,000	
Benefits		<u>84,000</u>	
Subtotal	4		\$364,000
<u>Field Services</u>			
Field Supervisor	1	\$ 75,000	
Animal Services Officer	8	304,000 (\$38,000 each)	
Part-time Animal Services Tech	4	64,000 (\$16,000 each)	
Dispatcher/Clerk	2	64,000 (\$32,000 each)	
Part-time Dispatcher/Clerk	1	16,000	
Benefits		<u>139,500</u>	
Subtotal	13.5 FTE		\$662,500
<u>Shelter Operations</u>			
Shelter Supervisor	1	\$ 40,000	
Animal Services Technician*	3	96,000 (\$32,000 each)	
Part-time Animal Services Tech	1	16,000	
Clerk/Receptionist	1	32,000	
Benefits		<u>51,720</u>	
Subtotal	5.5 FTE		\$235,720
<u>Veterinary Center</u>			
Veterinarian	1	\$ 95,000	
Veterinary Technicians (RVT)	1	50,000	
Veterinary Assistant	1	32,000	
Clerk/Receptionist	1	32,000	
Benefits		<u>62,700</u>	
Subtotal	4		\$271,700
<u>Licensing Center</u>			
Licensing Supervisor	1	\$60,000	
Clerk/Receptionist	1	\$32,000	
Canvassers (part-time)	4	48,000 (\$12/hr)	
Benefits		<u>31,560</u>	
Subtotal	4 FTE		\$171,560

TOTAL STAFF 31 TOTAL SALARY COST \$1,705,480

\*The number of Animal Services Technicians was calculated based on the National Animal Control Association recommendation of 15 minutes per animal per day care (feeding and cleaning) and an estimated 60 dogs and 50 cats housed per day (see Table 26 on page 53 for this calculation). A total of 27.5 hours of care are needed per day divided by 8 hours/day for a full-time worker = 3.4 workers. Should Yolo County continue its use of inmates or switch to AWP workers for cleaning and feeding, this number could be reduced.

It must be noted that benefits are calculated here at 30% of salary cost (including retirement, insurances, workers compensation, Medicare and long-term disability) and 8.25% for part-time workers. This varies by position and depending on the benefit program selected by a JPA board. SEAACA is enrolled in the International City Managers Association (ICMA) benefit program, while Stanislaus Animal Services Agency employees are Stanislaus County employees and receive County benefit packages.

***Reduced Staff Potential***

Administration

Combine Outreach/Education Director and Volunteer Coordinator positions	<\$50,000>		
Benefit reduction	<\$15,000>		
<b>New Subtotal</b>		<b>3 FTE</b>	<b>\$299,000</b>

Field Services

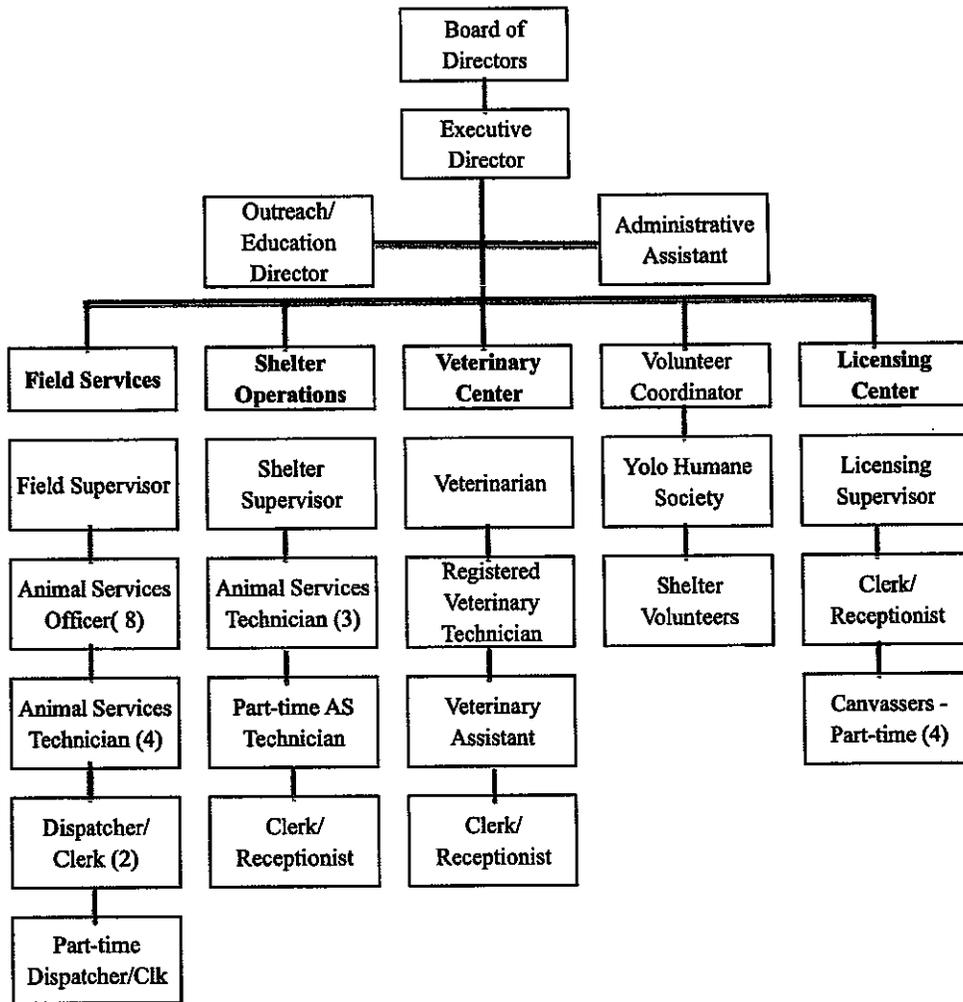
Eliminate Dispatcher positions (2)	<\$64,000>		
Eliminate PT Dispatcher position	<\$16,000>		
Benefit reduction	<\$20,520>		
<b>New Subtotal</b>		<b>11 FTE</b>	<b>\$561,980</b>

Shelter Operations

Eliminate Animal Services Techs (2)	<\$64,000>		
Benefit reduction	<\$19,200>		
<b>New Subtotal</b>		<b>3.5 FTE</b>	<b>\$152,520</b>

**REDUCED TOTAL STAFF 25.5 FTE TOTAL SALARY COST \$1,456,760**

## SAMPLE ORGANIZATION CHART



## SAMPLE OPERATING BUDGET

### Administration

Personnel Costs	\$ 364,000	
Supplies (office, printing)	7,000	
Copier Lease/Maintenance	17,000	
Prof. Services (legal, auditing, advertising computer maintenance)	20,000	
Contract Services (disposal, janitorial)	50,000	
Memberships	2,000	
Postage	1,500	
Training/Travel/Meetings	4,000	
Liability Insurance	50,000	
Capital Replacement Fund (building)	<u>50,000</u>	
Subtotal		\$ 565,500

### Field Services

Personnel Costs	\$ 662,500	
Supplies (patrol supplies, uniforms)	10,000	
Training/Travel/Meetings	2,500	
Vehicle Maintenance	45,000	
Vehicle Replacement Fund	<u>100,000</u>	
Subtotal		\$ 820,000

### Shelter Operations

Personnel Costs	\$ 235,720	
Supplies (shelter, custodial, euthanasia, food, uniforms)	50,000	
Staff Development	1,000	
Shelter Maintenance	10,000	
Utilities (gas, electric, water, telephones)	45,000	
Subtotal		\$ 341,720

### Veterinary Services

Personnel Costs	\$ 271,700	
Supplies (medical, uniforms)	100,000	
Staff Development	1,000	
Contract Services (emergency med, diagnostics)	7,500	
Subtotal		\$ 380,200

Licensing Center

Personnel Costs	\$ 171,560
Supplies (office, tags, uniforms)	3,500
Services (printing, mileage postage, contract)	25,000

Subtotal	<u>\$ 200,060</u>
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TOTAL SAMPLE OPERATING BUDGET	\$2,307,480
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*Note: Costs are estimated on a percentage basis from actual budgets of comparison agencies.*

***Reduced Budget Potential***

Elimination of the positions as outlined on page 39 changes the operating budget as follows:

Administration	\$500,500
Field Services	\$719,480
Shelter Operations	\$258,520
Veterinary Services	\$380,200
Licensing Center	\$200,060
TOTAL REDUCED SAMPLE OPERATING BUDGET	\$2,058,760

**SAMPLE FEE SCHEDULE**

**Table 21 - Fee Schedule Comparison & Recommended Fees**

Fee Description	Marin Humane	Santa Cruz	Stanislaus ASA	Avg San Joaquin	Yolo County	Recomd Fees
<b>Dog Licenses:</b>						
Altered: 1 year	\$16.00	\$26.00	\$12.00	\$13.40	\$15.00	\$15.00
2 year	\$24.00			\$28.81		\$20.00
3 year	\$34.00	\$66.00		\$32.42		\$30.00
Unaltered: 1 year	\$45.00	\$65.00	\$150.00	\$62.40	\$30.00	\$150.00
2 year	\$55.00		\$250.00	\$130.33		
3 year	\$77.00		\$350.00	\$156.50		
Delinqnt License	\$40.00	\$15.00	\$12.00	\$29.55	\$20.00	\$20.00
Lost License	\$5.00			\$6.70	\$10.00	\$10.00
Vicious Animal					\$40.00	
Litter Permit		\$100.00	\$100.00	\$104.00		\$100.00
Alter Exemption <sup>1</sup>		\$15+lic				\$15 + lic
Cat License-altered			\$12.00	\$11.00	\$15.00	\$15.00
Unaltered					\$30.00	\$100.00
<b>Adoption Fees:<sup>2</sup></b>						
Dogs	\$150.00	\$134.00	\$90.00	\$139.80	\$150.00	\$110.00
Puppies (to 6 mo.)	\$250.00	\$199.00		\$132.60		\$110.00
Sr Dog (age varies)	\$65.00	\$60.00		\$75.00		\$75.00
Cats	\$100.00	\$95.00	\$45.00	\$108.60	\$110.00	\$100.00
Pair of Cats	\$150.00					\$150.00
Kittens (to 6 mo.)	\$125.00	\$115.00		\$108.60		\$100.00
Pair of Kittens	\$200.00					\$150.00
Senior Cat	\$65.00	\$50.00		\$50.00		\$75.00
<b>Dog Redemptn:<sup>3</sup></b>						
Altered: 1 <sup>st</sup> impd	\$60.00	\$75.00	\$45.00	\$54.70	\$30.00	\$50.00
2 <sup>nd</sup> impd	\$85.00	\$115.00	\$65.00	\$93.40	\$50.00	\$85.00
3 <sup>rd</sup> impd	\$100.00	\$195.00	\$100.00	\$170.80	\$70.00	\$120.00
4 <sup>th</sup> impd	\$135.00	\$225.00	\$100.00	\$210.80		\$160.00
Subseqnt impd	\$210.00	\$225.00	\$100.00	\$310.80		\$200.00
Unalter: 1 <sup>st</sup> impd	\$85.00	\$110.00	\$75.00	\$76.50	\$80.00	\$85.00
2 <sup>nd</sup> impd	\$130.00	\$165.00	\$120.00	\$95.00	\$110.00	\$120.00
3 <sup>rd</sup> impd	\$150.00	\$295.00	\$200.00	\$170.00	\$140.00	\$160.00
4 <sup>th</sup> impd	\$175.00	\$325.00	\$200.00	\$220.00		\$200.00
Subseqnt impd	\$225.00	\$325.00	\$200.00	\$345.00		\$250.00
Unalter fine: 1 <sup>st</sup>					\$35.00	include
2 <sup>nd</sup> occurrence					\$50.00	in
Subsequent					\$100.00	above
<b>Cat Redemption:</b>						
Altered: 1 <sup>st</sup> impd		\$30.00		\$50.70	\$30.00	\$30.00
2 <sup>nd</sup> impd		\$50.00		\$87.40	\$50.00	\$50.00

Subseqnt impd		\$75.00		\$162.80	\$70.00	\$75.00
Unalter: 1 <sup>st</sup> impd		\$65.00		\$72.50	\$80.00	\$80.00
2 <sup>nd</sup> impd		\$100.00		\$87.50	\$110.00	\$110.00
Subseqnt impd		\$175.00		\$160.00	\$140.00	\$175.00
Livestock Impd - 1 <sup>st</sup>			\$75.00	\$150.00	\$115.00	\$115.00
2 <sup>nd</sup> & Subsequent			\$100.00	\$250.00	\$115.00	\$150.00
Sm Livestck - 1st			\$45.00	\$150.00	\$115.00	\$75.00
Dead Animal Rem	\$50.00	\$75.00		\$61.38		\$60.00
" - over 50 lbs.	\$90.00					\$90.00
<b>Boarding Fees:</b>						
Livestock - daily					\$20.00	\$20.00
Small animals					\$15.00	\$15.00
<b>Quarantine Fees:</b>						
Altered Dog	\$30.00	\$75.00	\$65.00	\$60.58	\$30.00	\$40.00
Unaltered Dog	\$35.00	\$75.00	\$65.00	\$60.58	\$30.00	\$60.00
Altered Cat	\$28.00	\$68.00	\$65.00	\$60.58	\$30.00	\$30.00
Unaltered Cat	\$32.00	\$68.00	\$65.00	\$60.58	\$30.00	\$50.00
Home Quar - 1 <sup>st</sup>					\$50.00	\$50.00
2 <sup>nd</sup> occurrence					\$70.00	\$70.00
3 <sup>rd</sup> occurrence					\$90.00	\$90.00
<b>Quarantine Impd:</b>						
1 <sup>st</sup> occurrence					\$150.00	\$150.00
2 <sup>nd</sup> occurrence					\$250.00	\$250.00
3 <sup>rd</sup> occurrence					\$350.00	\$350.00
<b>Spay/Neuter Fees:<sup>4</sup></b>						
Cat - Male				\$36.00	\$100.00	\$36.00
Cat - Female				\$56.00	\$100.00	\$56.00
Pregnant Cat				\$100.00	\$146.00	\$100.00
Kitten (2-4mo) f				\$30.00	\$100.00	\$30.00
Kitten - male				\$40.00	\$100.00	\$40.00
Feral cat				\$30.00	\$100.00	\$30.00
Dog f- to 40 lbs				\$85.00	\$100.00	\$85.00
Dog f-over 40 lbs				\$120.00	\$100.00	\$120.00
Dog m- to 40 lbs				\$75.00	\$100.00	\$75.00
Dog m-over 40 lbs				\$110.00	\$100.00	\$110.00
Pregnant Dog					\$146.00	\$146.00
Rabbit				\$36/\$56	\$146.00	\$36/\$56
<b>Vaccine Fees:</b>						
Rabies			\$6.00	\$10.25	\$8.00	\$8.00
Bordatella					\$10.00	\$10.00
Distmp/Parv/DHPP			\$10.00	\$13.75	\$20.00	\$20.00
Feline Upper Resp			\$10.00	\$7.00	\$10.00	\$10.00
FeLV					\$20.00	\$20.00
FeLV/FIV Test					\$30.00	\$30.00
FeLV Test					\$25.00	\$25.00
Giardia Test					\$20.00	\$20.00

Heartworm Test					\$20.00	\$20.00
Vicious Dog Permit	\$125.00			\$250.00		\$250.00
Kennel License	\$250.00		\$150.00	\$150.00	\$100.00	\$150.00
Late Fee					\$50.00	\$50.00
Kennel Inspectn					\$200.00	include
Stray Livestock Fee	\$100.00	\$200.00	\$75.00			
Livestock board	\$40.00			\$13.25		
Surrender Fees:						
Altered	\$25.00	\$35.00		\$34.38	\$25.00	\$25.00
Unaltered	\$50.00	\$35.00		\$34.38	\$25.00	\$25.00
Livestock	\$50.00			\$150.00	\$30.00	\$30.00
Wildlife					\$10.00	\$10.00
Euthanasia Fees:						
Dogs/Cats	\$50.00	\$40 +		\$50.00	\$55.00	\$50.00
Smaller Animals	\$25.00	by weight		\$50.00		\$25.00
Cremation—by wght	\$150-375					
Microchip		\$20.00	\$20.00	\$20.00		\$20.00
Trap Rental		n/c	\$2.00	\$1.75	\$10.00	\$1.75
Dog Trap Deposit		\$255.00	\$65.00	\$75.00	\$390.00	\$100.00
Cat Trap Deposit		\$65.00	\$65.00	\$54.88	\$68.00	\$80.00
Live in Trap p/u		\$75.00		\$70.33	\$50.00	\$50.00
Prot Custody <sup>5</sup> – 1 <sup>st</sup>		\$50.00				\$50.00
2 <sup>nd</sup> incident		\$75.00				\$75.00
3 <sup>rd</sup> incident		\$90.00				\$100.00

1 alter exemption for show dogs

2 San Joaquin adoption fees vary due to the different charges for spaying & neutering by contract vets. .

3 Number of redemptions in a one-year period. Lodi adds \$50 for each subsequent impoundment rather than charge the same amount after four. For unaltered pets, Stockton requires sterilization after more than one impoundment.

4 San Joaquin County spay/neuter fees are from the ACT Spay/Neuter Clinic

(<http://www.acatteam.org/Blank-1.html>), a low-cost, high-volume spay/neuter facility located in Stockton. Their fees are based on recommendations from the Humane Alliance

(<http://www.humanealliance.org/fix-your-pet/our-services>)

5 This is protective custody of animals in abuse cases.

## SAMPLE REVENUE POTENTIAL

Yolo County provided the following revenue totals for the requested years.

**Table 22 - Yolo County Yearly Revenue Comparison**

Category	2011-12 Budget	2010-11 Actual	2009-10 Actual	2008-09 Actual	2005-06 Actual	2000-01 Actual
<b>Animal Licenses</b>	\$352,623	\$290,812	\$298,357	\$247,569	\$190,904	\$157,189
<del>Business Licenses</del>	<del>\$2,700</del>	<del>\$1,600</del>	<del>\$1,250</del>	<del>\$1,850</del>	<del>\$2,250</del>	<del>\$1,250</del>
<b>Investmt Earnings</b>	\$4,500	\$903	\$1,594	\$4,268	\$3,798	\$0
<del>Substantiated Costs</del>	<del>\$0</del>	<del>\$0</del>	<del>\$0</del>	<del>\$15,142</del>	<del>\$6,340</del>	<del>\$0</del>
<b>Humane Services<sup>1</sup></b>	\$205,000	\$145,532	158,582	\$172,149	\$123,115	\$82,821
<del>Humane Services</del>	<del>\$950,710</del>	<del>\$955,350</del>	<del>\$1,123,696</del>	<del>\$1,227,641</del>	<del>\$919,536</del>	<del>\$481,069</del>
<b>Other</b>	\$4,700	\$2,214	\$4,547	\$6,269	\$25,069	\$44,504
<del>Donations</del>	<del>\$17,000</del>	<del>\$13,365</del>	<del>\$21,000</del>	<del>\$15,363</del>	<del>\$15,500</del>	<del>\$52,291</del>
<b>TOTAL</b>	<b>\$1,536,933</b>	<b>\$1,415,266</b>	<b>\$1,598,727</b>	<b>\$1,086,494</b>	<b>\$1,347,526</b>	<b>\$823,127</b>
<b>TOTAL REV LESS CITY CONTRIB</b>	<b>\$586,523</b>	<b>\$459,916</b>	<b>\$486,031</b>	<b>\$578,880</b>	<b>\$427,990</b>	<b>\$339,058</b>

*1 multiple revenue sources including adoption, vaccine clinic, impound, quarantine, euthanasia revenues  
2 fees from Yolo County cities*

**Table 23 - Potential Yolo County Revenues**

Division	Revenue	Description
<b>Administration<sup>1</sup></b>	\$10,000	Resale products, interest, miscellaneous revenues
<del>Fee Scales</del>	<del>\$20,000</del>	<del>Fees, forfeitures, permits, redemptions</del>
<b>Shelter Operations<sup>2</sup></b>	\$5,000	Euthanasia, quarantines, surrenders
<del>Adoption<sup>3</sup></del>	<del>\$51,000</del>	<del>Adoption fees</del>
<b>Veterinary Center<sup>4</sup></b>	\$193,750	Vaccine clinics, spay/neuter clinics
<del>Licensing Center</del>	<del>\$692,988</del>	<del>Animal licensing</del>

1 The Administrative division revenue is difficult to predict as current miscellaneous and interest revenues for Yolo County vary dramatically each year. This number is an estimate.

2 Because many of Yolo County's revenues are combined into the Humane Services account, data was not available on individual revenue sources.

3 Yolo County's current adoption fees are combined in an account with various other revenue collections, so the total adoption revenue cannot be ascertained. Taking the number of adoptions from FY2010-11 calculates to: cats adopted 271 X \$110.00 adoption fee = \$29,80; dogs adopted 297 X \$150.00 adoption fee = \$44,550 for a total of \$74,360.

It is recommended that the adoption fee be lowered to encourage more adoption of animals to help lower the euthanasia rate. The recommended adoption fee for dogs and cats is \$100. This is a subsidized fee aimed at increasing the number of adoptions. The average number of dogs adopted over the past four years is 287. Assuming this number of adoptions x \$100 = \$28,700. For cats, the four year average is 256 x \$100 = \$25,600 for a total of \$54,300. We must assume that some of the animals are seniors, which is a lower fee and that some of the cats will be adopted in pairs also at a reduced rate. It is hoped that with lower adoption fees, adoption numbers will increase, thereby increasing this revenue in the future. For this study, the adoption revenue is estimated at \$50,000.

4 SEAACA collected \$775,000 for veterinary services provided in 2009-10, primarily in vaccination clinics. Their population is more than twice Yolo County's (815,000 to 202,953). Assuming Yolo County to be approximately 25% the population size of SEAACA's service area, it seems reasonable to project that the potential exists for 25% of the veterinary revenue.

5 The following table illustrates the potential licensing revenue that a Licensing Unit could generate based on the number of dogs in Yolo County (51,306 from Table 7 on page 21). Currently, Yolo County maintains 16,046 dog licenses which is 31% of estimated total dogs in the county. If a Licensing Unit were hired (one manager, one clerk, and four part-time canvassers), that number could easily be increased to 35% the first year. Even at a very conservative 5% increase each year (new licenses from each year will be on the records for renewal notices), the revenue is substantial.

**Table 24 - Potential Yolo County Licensing Revenues**

Year	Est % Licensed	No. Licensed	Altered License <sup>1</sup>	Unalter License	Alter Revenue <sup>2</sup>	Unalter Revenue	Total Revenue
<b>FY13-14</b>	35%	17,957	15,264	2,693	\$228,953	\$404,035	\$632,988
<b>FY14-15</b>	40%	20,522	17,444	3,078	\$261,660	\$461,765	\$723,425
<b>FY15-16</b>	45%	23,088	19,624	3,463	\$294,368	\$519,473	\$813,841
<b>FY16-17</b>	50%	25,653	21,805	3,848	\$327,076	\$577,193	\$904,269

1 assume 85% of dogs are altered and 15% are not

2 recommended licensing fee for altered dogs is \$15; unaltered license is \$150

SEAACA and Stanislaus Animal Services Agency recommend topping licensing potential at 50% of animals.

## ORGANIZATIONAL STRUCTURES

There are two main options for privatization of animal services that are used successfully in California: contracting with an existing animal welfare society and formation of a Joint Powers Authority (JPA). The comparison agencies used in this report are all JPAs with varying circumstances. Marin County and the cities within that county formed a JPA that contracts with the Marin Humane Society for animal services. Cities in Santa Cruz along with the county originally contracted with a humane society but formed a JPA in 2002 when costs escalated due to passage of the Hayden Bill. Cities in Los Angeles County have worked together for close to forty years providing animals services through their JPA, South East Area Animal Control Authority (SEAACA). Stanislaus County has a very new JPA where the City of Modesto maintains its own animal control division and contracts shelter services with the JPA. San Joaquin County is in the process of implementing a JPA with the City of Stockton.

There are advantages and disadvantages to both types of privatization. Contracting with a non-profit welfare organization is a simpler legal process and can ease transition depending on the size and complexity of the group. Humane societies typically have greater numbers of volunteers which can reduce costs, as well as increase capacity to raise donations. However, animal welfare groups can have a more restrictive philosophy regarding such things as who can adopt animals or euthanasia rates. This can conflict with government's mandate to serve all of its citizens and its ability to pay for these higher standards.

A Joint Powers Authority (JPA) is an entity permitted under California law (Code Section 6500 – found on page 59) whereby two or more public government agencies or districts operate collectively where the nature of the activity crosses municipal boundaries. The purpose of forming a JPA is the economies of scale or market that can be achieved such as streamlined operating costs or purchasing power.

JPAs in California came about in the 1970 – 1980's when public agencies were faced with rising insurance costs and little coverage. Private insurance companies were unwilling or reluctant to provide insurance products to public agencies. In the mid-1970's, the California Legislature amended the Government Code to add the ability for two or more public agencies to join together, under a JPA, to provide more effective and efficient government services or to solve a service delivery problem. With this came the ability to lower premiums to their members and reduce taxpayer dollars.

The advantages of forming a JPA are the economies of scale that a larger entity realizes as opposed to numerous smaller entities. These would include reduction of administrative activities, shared resources and equipment, purchasing ability, combined bond pooling, and the ensuing cost savings that can result from more efficient operation. The California Association of Joint Powers Authorities states "that when JPAs are formed with an eye towards common geographic, functional and philosophical needs, it allows entities to more efficiently deliver services that meet the needs of the people we serve. The savings of tax dollars, through the use of economies of scale, allow the individual JPA members to deliver a higher level of basic

services, such as education, public safety and infrastructure maintenance, to its primary benefactors, the community and its taxpayers.”

The disadvantages are largely in the form of diminished autonomy and control by the individual member agencies. A JPA is distinct from the member agencies and has separate operating boards of directors. These boards can be given any of the powers inherent in all of the participating agencies through its authorizing agreement, which also outlines term, membership and standing orders of the board. The JPA may employ staff and establish policies independently of the member agencies.

The JPA Code requires that the public agencies create an agreement that states the purpose of the power and the method by which the purpose will be accomplished or the power will be exercised. The agreement must also contain the name of each partner, how the authority will be funded, which member agency will act as treasurer, who will perform annual audits, designate an agency to execute the agreement (a party to the agreement or a commission or board) and term of the agreement. The agreement must be adopted by the boards and councils of each participating agency and filed with the Secretary of State.

The agreement would also designate how costs and interests would be divided between participating agencies, as well as formula for updating the division. Because Yolo County already has a formula for distributing the costs between member agencies, this study will utilize those percentages.

**Table 25 - Yolo Agency Payments for Animal Services**

Jurisdiction	2011-12 Payment	%
Davis	\$110,379	9.6
UC Davis	\$9,424	0.8
West Sacramento	\$353,152	30.7
Winters	\$37,991	3.3
Woodland	\$439,555	38.2
Yolo County	\$201,382	17.5
<b>TOTAL</b>	<b>\$1,151,883</b>	

1 2010-11 expense budget less revenue budget

Another model is where the municipal government(s) keep the animal control functions and contract with a JPA or humane organization for sheltering services and all that entails (shelter medicine, adoption, fostering, education, etc.). The City of Modesto is an example of this type of structure.

***Recommendation for Privatization***

The consultants recommend that Yolo County privatize its animal services function to gain greater efficiency and better utilize resources to meet standards for animal welfare that the ASPCA, Humane Society of the United States, the National Animal Control Association and the Association of Shelter Veterinarians advocate. While the Yolo County Sheriff’s Office takes

these standards seriously, animal issues are not their main focus. Privatization would create an organization whose primary function is to advocate for the welfare of animals under its care and serve the public's needs.

If a strong humane society existed within Yolo County, contracting with an existing group as San Francisco and Marin County do could work. The Yolo County SPCA currently contracts with the Yolo County Animal Services Department for lost and found, contact with rescue groups, adoption promotion and adoption program, assistance at the shelter and community services. Whether this group is willing and able to take on a contract of this magnitude has not been determined. It appears that the other animal welfare organizations in Yolo County are too small to be considered for privatization.

Even if Yolo County and the SPCA decide not contract for all animal services, the MOU between them saves the cities and county a great deal of money by performing critical services. This union is a good example of how citizens receive more services, save money, and the animals receive better care with public-private partnerships.

The existing Yolo County animal services agency currently functions very much like a JPA and transitioning into this type of structure would have a minimum impact on how the member cities now operate.

The main reason to privatize is to save money and to boost the potential for grant and donation funding. The main savings is realized through a decrease in the percentage of benefits paid to employees. While Yolo County currently pays an average of 60 percent of employee salaries in benefits, the comparison JPAs with privatized staff pay an average of 30 percent of salaries for benefits.

Another reason to privatize is greater flexibility in the charging of fees. Typically, in county or municipal agencies, a fee schedule is set annually and in order to make a change to this schedule, a vote of the board of supervisors or city council is required. This requires considerable staff time from multiple departments to prepare justification reports and studies for the board or council. Best practices in animal services programs with high live release rates allow for "special" fees as needs arise. This means that fiscally responsible programs to address specific animal services problems are created. For example, if an examination of dog intake numbers shows a disproportionate number of a particular breed of dog or from a certain area, a special discounted spay/neuter and licensing program might be temporarily implemented in an effort to decrease shelter intake of that breed or from that area.

Another example is the utilization of differential spay/neuter revenue to compliment the licensing compliance program, particularly in low-income areas. It has been well established that higher numbers of sterilized animals in the community equal lower intake and euthanasia rates in shelters. Creative use of revenues allows citizens with little or no discretionary income to comply with the law and become responsible pet owners.

### ***Privatized Operating Costs***

The sample operating budget provided is based on salary costs and expenses of two comparison JPAs, SEAACA and Stanislaus Animal Services Agency. Details are provided in the Sample Operating Budget section of this report (page 41).

Yolo County Animal Services collected \$459,277 in revenues for FY 2010-11, not including payments by the cities. With the addition of a licensing division, the consultants believe that this figure can be increased.

A detailed explanation of potential revenues can be found starting on in the Sample Revenue Potential section of this report (page 46).

The Shelter Operations expense budget includes funding for 3.5 Animal Services Technicians to care for and feed the animals and clean the kennels areas (including laundry, dishes, disinfecting, etc.). Stanislaus ASA, Solano County and other animal services agencies use Alternative Work Program (AWP) crews supervised by staff to do feeding and cleaning. Yolo County currently uses inmates supervised by a Sheriff's Office employee to feed and clean. There are many documented problems with utilizing jail inmates. Because of contraband issues, the inmates must be supervised by a correctional officer who does not participate in any of the work. The inmates do not handle the animals, therefore, shelter staff must move the animals in order for cleaning to take place. Also, jail inmates cannot have any contact with shelter volunteers or staff.

The AWP (known as the Alternative Sentencing Program in Yolo County) allows work in the kennels to be provided by individuals who are sentenced to jail to serve their time living at home and working in the community. Because the workers live at home and report to the shelter to work, contraband issues are minimized. Participants are assigned to work 8-10 hours daily on public works, county projects, or for non-profit organizations. Each day worked in the community typically counts as two days served in jail. A fee is charged to the worker to participate in the program.

The Yolo County Probation Alternative Sentencing Program allows individuals to perform work in the community in lieu of a paying a fine or incarceration. Probation Department staff is involved in the procurement of work sites and the actual supervision of the workers.

Stanislaus ASA effectively uses AWP workers to clean kennels and provide food and water for animals, and for some grounds maintenance. Because properly cleaning kennels requires specific procedures, Stanislaus Animal Services Agency created an instruction video that each worker must view daily before beginning cleaning tasks. AWP workers work with and are supervised by Animal Services employees to ensure proper procedures are followed.

**Table 26 - Sample Summary Operating Expense & Revenue**

Division	Staff No.	Expenditures	Revenue	Net Cost (Profit)
Administration	4	\$565,500	\$10,000	\$555,500
Adoptions	12.5 FTE	\$820,000	\$20,000	\$800,000
Shelter Operations	5.5 FTE	\$341,720	\$5,000	\$336,720
Volunteer Center		\$80,200	\$193,750	\$186,450
Licensing Center	4 FTE	\$200,060	\$632,988	(\$432,928)
Adoptions	0	\$0	\$50,000	(\$50,000)
<b>TOTAL</b>	<b>31 FTE</b>	<b>\$2,307,480</b>	<b>\$911,738</b>	<b>\$1,395,742</b>

\* adoptions would continue to be conducted and staffed by Yolo Humane Society workers

Using the cost ratios for each agency from the table above, the following sample net operating cost breakdown for each agency is as follows:

**Table 27 – Potential Yolo County Animal Service Agency Costs**

Jurisdiction	FY11-12 Payment	Cost Ratio	Net Cost Breakdown	Variance
Davis	\$110,379	9.6%	\$133,747	\$23,368
UCD/DFC	\$1,222	0.5%	\$1,219	\$1,995
West Sacramento	\$353,152	30.7%	\$427,916	\$74,764
Winters	\$97,491	5.5%	\$16,034	\$81,457
Woodland	\$439,555	38.2%	\$532,611	\$93,056
Yolo County	\$210,532	16.5%	\$249,015	\$29,483
<b>TOTAL</b>	<b>\$1,151,883</b>		<b>\$1,357,492</b>	<b>\$243,859</b>

The only expenditure cuts that the consultants are comfortable making would be to combine the Outreach/Education Director position with the Volunteer Coordinator which would eliminate the Volunteer Coordinator position and utilizing the Yolo County Sheriff's Office for dispatch services which eliminates the dispatcher positions. Were AWP workers to be used to clean and feed, two animal services technician positions could be eliminated.

**Table 28 - Potential Yolo County Animal Service Agency Costs – Reduced Staffing**

Jurisdiction	FY11-12 Payment	Cost Ratio	Net Cost Breakdown	Variance
<b>Davis</b>	\$110,379	9.6%	\$109,913	<\$466>
<del>UC Davis</del>	<del>0</del>	<del>0%</del>	<del>0</del>	<del>&lt;0&gt;</del>
<b>West Sacramento</b>	\$353,152	30.7%	\$351,662	<\$1,490>
<del>West Sac</del>	<del>353,152</del>	<del>30.7%</del>	<del>351,662</del>	<del>&lt;1,490&gt;</del>
<b>Woodland</b>	\$439,555	38.2%	\$437,700	<\$1,855>
<del>Woodland</del>	<del>439,555</del>	<del>38.2%</del>	<del>437,700</del>	<del>&lt;1,855&gt;</del>
<b>TOTAL</b>	<b>\$1,151,883</b>		<b>\$1,147,022</b>	<b>&lt;\$4,861&gt;</b>

## ANIMAL SHELTER

The Yolo County Animal Shelter was built in 1970 of concrete block on slab with open trench drains, slope roof and no air handling system. This building does have swamp coolers on the roof and gas heaters. New windows that open were recently installed and help with air circulation in the kennel area. The original building was 4,828 square feet with a portion of the office area used as housing for the Pound Master. The current kennel area of 2,966 square feet was added in 1974 of the same construction, bringing the total square footage to 7,794 square feet.

The cat annex building was built in 2003 and added 2,870 square feet which allowed for separation of dog and cat kennels. Construction is tongue and groove painted aluminum panels with 3 to 4 inches of foam insulation walls on slab base. There are no drains in the floors and this building also has a swamp cooler and gas heater. There are roof vents that can be opened to improve air circulation, but no air handling system. The cat cages are being transitioned to the modern two-sided kennels that allow for easier cleaning and more space to reduce stress on the animals. The west end of the building used as a medical facility does have an A/C unit and it is hoped that this unit will serve more of the building when the medical unit moves into the mobile Big Fix Rig recently purchased.

The animal shelter model of today is dramatically different from those designed in the 1970's when Yolo County's shelter was built, largely because animal services have changed over the past forty years. Originally, animal control focused on impounding dogs to protect livestock and prevent the spread of rabies. This is why many county animal agencies are under the jurisdiction of agriculture departments and under police departments in many cities. Municipal animal shelters funded through taxpayer dollars have an expectation placed on them to serve the public's vision of reasonable care for animals and an attempt to reduce the number of animals euthanized in the community. As with all public services, there is an assumed rapid response time to field and telephone calls, assistance with animal-related issues and regulation of animal complaints and cruelty.

In the 1970's, animal welfare groups began to influence the legislation process to change perceived indifferent or inhumane treatment of animals at municipal shelters such as holding animals to give owners time to claim them prior to euthanizing them, banning altitude chambers for euthanasia, and requiring sterilization or spay/neuter deposits prior to adoption.

Modern animal shelters are adoption centers, contain spay/neuter and veterinary clinics, have reception areas, classrooms, volunteer offices and are built to be inviting places for the public, not just repositories for unwanted animals. Shelters now have climate control, advanced cleaning and air handling systems and epoxy surfaces for disease control, separate dog and cat holding and quarantine areas, public viewing windows for citizens searching for lost pets or adoptable animals and a myriad of other options depending on the needs of the community.

Yolo County's shelter has outlived its useful life but funding a new shelter may not be possible for the contracting municipalities at this time. The outdated dog kennels and lack of easy-to-

clean surfaces increase the time spent on maintenance and allow for the spread of disease. Replacing or coating walls and floors in both buildings would reduce the cleaning time and curtail disease. Larger, double-sided kennels also reduce cleaning time and have been found to reduce stress on the animals, thereby reducing illness.

If Yolo County were to consider building a new shelter, the following tables provide a formula for determining both size and cost estimates. These are rough estimates based on average building costs in California and estimated holding times for animals. Should Yolo County choose to build a new shelter, a more exacting examination of size need should be undertaken.

**Table 29 – Shelter Size Formula**

No. of dogs housed	X	90 – 100 sq feet per dog	=	Estimated space requirements for dogs*
No. of cats housed	X	45 – 50 square feet per cat	=	Estimated space requirements for cats*
Sum of the above totals			=	Total building square footage
Total building sq ft	X	Building cost per square foot	=	Total building cost

\* square foot allowance is not actual space for kennels; rather a formula that includes comprehensive animal care space requirements such as intake, adoption, medical facilities, etc.

The number of animals housed at one time is determined by multiplying the total number of animals handled x the average length of stay (hold time) divided by 365. Yolo County animal hold times are an average of 2009, 2010 and 2011 (January through May) length of stay for both dogs and cats. Calculations for number of animals housed per day are:

Total Yolo Dogs	=	2,407	X	11 hold days	=	22,077 hold days	divided by 365	=	60.48
Total Yolo Cats	=	2,583	X	7 hold days	=	18,081 hold days	divided by 365	=	49.54

These numbers also indicate the number of dog kennels and cat cages that would be needed to house the animals in a future shelter. Obviously, the numbers are based on current intake. Future population growth should be offset by implementation of aggressive spay/neuter and adoption programs. Contra Costa County built their shelter using future growth as a factor and then implemented what have proven to be very effective spay/neuter programs resulting in a shelter overbuilt for capacity.

Shelter building costs in California today range from \$200 to \$300 per square foot. Using a cost of \$300 per square foot, the formula for size and cost for a shelter in Yolo County is:

60.48	X	100 square feet per dog	=	6,048 sq ft	
49.54	X	50 square feet per cat	=	2,477 sq ft	
Sum of the above totals				=	8,525 sq ft
8,525	X	\$300	=	\$2,557,603	

Other cost factors would include architect (8%), design and construction oversight and inspection (15%), permitting and environmental studies (3%) and a 20% contingency fund. This would add 46% to the actual construction cost, or \$1,176,497 for a total project cost of \$3,734,100. An assumption is made here that County- or city-owned land will be used. Additional saving could be realized if some fixtures and furniture could be used from existing facilities.

As far as site size required, every zone has different minimum setback requirements. Depending on where the site is, it would likely fall under Industrial, Government or Agriculture zoning. Required parking, areas for landscaping, trash enclosures, driveways, etc. would need to be taken into consideration. For a building of this size, a minimum of two acres would be the estimate. If there were need to provide on site drainage (retention pond) or any other on-site services (well or septic), the minimum is more likely three acres. To provide a livestock barn and pasture, the minimum would increase to 4 to 5 acres. This is the recommended size to accommodate livestock.

SEAACA financed the remodel of their shelter with a leasing company who funded the improvements and amortized the pay back through the life of the lease. JPAs also have bonding capacity and a municipal bond could fund the cost of a shelter. Capital costs could be funded by a combination of up front input by those agencies that have the money now and leasing or bonding through the JPA with lease or debt payments built into the operating contributions of those agencies that choose to borrow.

The SASA Animal Services Facility project was financed using funds from Stanislaus County's 2006 Tobacco endowment fund. The partner cities and the County will repay this debt over a 25-year period at the cost of lost interest earnings for this fund. The annual debt service costs are based upon the respective member agencies intake percentage of animals into the Animal Services Facility. The total estimated project cost for the development and construction of the new regional Animal Services Facility was \$8.8 million. Originally it was estimated to be closer to \$11 million.

## MISSION STATEMENT/GOALS & OBJECTIVES

As stated throughout this report, best practices in animal services require a balanced approach of aggressive spay/neuter programs, shelter medicine programs, humane education and adoption programs to effectively and humanely reduce the number of unwanted animals in the animal services system.

In some open admission shelters, the beliefs and attitudes of animal services staff are not always congruent with those of citizens advocating lower euthanasia rates and more humane treatment of animals. Complaints from the community about staff attitudes are common, while staff is frequently frustrated that others do not understand the liability issues and realities of an open admission animal services agency.

Yolo County Animal Services has no clearly articulated mission statement, as they operate under the Mission Statement of the Sheriff's Office. In addition, no measurable goals and objectives have been defined. A mission statement specifically developed for the unique role of animal services should guide the actions of the organization. It can provide all staff, volunteers and community members the vision of the organizational leadership.

Goals and objectives coupled with performance measures provide a tool for the organization to get people together to accomplish the organization's vision using available resources efficiently and effectively.

The Yolo County Sheriff's Office mission statement currently reads:

*The mission of the Yolo County Sheriff's Department is to uphold the law through the investigation and enforcement of criminal and civil law; to provide leadership and law enforcement assistance to allied law enforcement agencies; to deliver consistent and humane treatment to those placed in our care and custody; to perform these responsibilities in a manner that is responsive to the needs of our community and is faithful to the Constitution of the United States and the Constitution of the State of California.*

Some samples of a more narrowly defined mission statement specific to animal services might read:

*Our mission is to provide the community with the highest standards of performance and compassion on behalf of the people and animals that we serve. Our shelter will provide an outstanding level of humane animal care, animal enrichment and a progressive adoption program that will eliminate the euthanasia of adoptable animals. In collaboration with community partners we will aggressively advocate for animal welfare with innovative public education programs, work toward enhancing the human-animal bond, provide affordable spay neuter services, and continually work toward ending pet overpopulation.*

or,

*Provide our community with the finest animal services possible, provide shelter animals with compassionate care and veterinary services, promote the humane treatment of all*

*animals through education, and eliminate the need for euthanasia of healthy shelter animals by ending pet overpopulation. Through community involvement, aggressively promote adoption of shelter animals and work to preserve the well-being of all animals and bring an end to the homeless animal crisis. Eliminate animal cruelty, neglect and overpopulation by providing programs and education that support people and companion animals.*

The consultants believe that a mission statement coupled with goals and objectives would better define animal services and measure the extent of desired accomplishments.

## Joint Powers Authority Code

### GOVERNMENT CODE SECTION 6500-6536

**6500.** As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

**6500.1.** This chapter shall be known and may be cited as the Joint Exercise of Powers Act.  
**6501.** This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of General Services or the Director of General Services if such approval is required by law.

**6502.** If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

**6502.5.** In addition to any power common to its member districts, the Resource Conservation Energy Joint Powers Agency has the authority to finance, construct, install, and operate projects for the production of biogas and electricity from the digestion or fermentation of animal or agricultural waste. The agency may undertake these projects within its jurisdiction or outside its jurisdiction. The authority to undertake projects outside the jurisdiction of the agency is limited to the geographical areas of Fresno, Kings, Madera, Merced, San Joaquin, and Tulare Counties.

Prior to undertaking a project authorized by this section outside the jurisdiction of the agency, the agency shall obtain approval of the board of supervisors of the county in which the project is to be located.

**6502.7.** (a) If authorized by their legislative or other governing bodies, two or more public agencies which have the authority to identify, plan for, monitor, control, regulate, dispose of, or abate liquid, toxic, or hazardous wastes or hazardous materials may, by agreement, jointly exercise any of these powers common to the contracting parties.

(b) The contracting parties may provide special services, including persons specially trained, experienced, expert, and competent to perform these special services.

(c) The provisions of this section are declaratory of existing law and do not limit any authority which already exists.

**6503.** The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

**6503.1.** (a) When property tax revenues of a county of the second class are allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, those funds may only be appropriated for expenditure by that agency for fire protection purposes.

(b) As used in this section, "fire protection purposes" means those purposes directly related to, and in furtherance of, providing fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs.

(c) This section shall not be interpreted to alter any provision of law governing the processes by which cities or counties select providers of ambulance transport services.

**6503.5.** Whenever a joint powers agreement provides for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreement, such agency or entity shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. Such notice shall contain:

- (1) The name of each public agency which is a party to the agreement.
- (2) The date upon which the agreement became effective.
- (3) A statement of the purpose of the agreement or the power to be exercised.
- (4) A description of the amendment or amendments made to the agreement, if any.

Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice required by this section within 30 days after the effective date of the agreement or amendment, shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

**6503.7.** Within 90 days after the effective date of this section, any separate agency or entity constituted pursuant to a joint powers agreement entered into prior to the effective date of this section and responsible for the administration of such agreement, shall cause a notice of the agreement to be prepared and filed with the office of the Secretary of State. Such notice shall contain all the information required for notice given pursuant to Section 6503.5.

Notwithstanding any other provision of this chapter, any joint powers agency which is required and fails to file notice pursuant to this section within 90 days after the effective date of this section, shall not, thereafter, and until such filings are completed, issue any bonds, incur any debts, liabilities or obligations of any kind, or in any other way exercise any of its powers.

For purposes of recovering the costs incurred in filing and processing the notices required to be filed pursuant to this section and Section 6503.5, the Secretary of State may establish a schedule of fees. Such fees shall be collected by the office of the Secretary of State at the time the notices are filed and shall not exceed the reasonably anticipated cost to the Secretary of State of performing the work to which the fees relate.

**6504.** The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to

defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon, which may include a nonprofit corporation designated by the agreement to administer or execute the agreement for the parties to the agreement.

**6505.** (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

(b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of auditor or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards.

(c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with the county auditor of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of auditor or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county auditor of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination.

(e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose.

(f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period.

(g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

**6505.1.** The contracting parties to an agreement made pursuant to this chapter shall designate the public office or officers or person or persons who have charge of, handle, or have access to

any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.

**6505.5.** If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depository and have custody of all the money of the agency or entity, from whatever source.

The treasurer or certified public accountant so designated shall do all of the following:

(a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.

(c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.

(d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.

(e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The auditor shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity.

The governing body of the same public entity as the treasurer and auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the treasurer and auditor. However, where a certified public accountant has been designated as treasurer, the governing body of the same public entity as the auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the auditor.

**6505.6.** In lieu of the designation of a treasurer and auditor as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5.

In the event the agency or entity designates its officers or employees to fill the functions of treasurer or auditor, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

**6506.** The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted

pursuant to the agreement or a person, firm or corporation, including a nonprofit corporation, designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

**6507.** For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

**6508.** The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission or board constituted pursuant to the agreement and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations, said agency shall have the power to sue and be sued in its own name. Any authorization pursuant to the agreement for the acquisition by the agency of property for the purposes of a project for the generation or transmission of electrical energy shall not include the condemnation of property owned or otherwise subject to use or control by any public utility within the state.

The governing body of any agency having the power to sue or be sued in its own name, created by an agreement entered into after the amendment to this section at the 1969 Regular Session of the Legislature, between parties composed exclusively of parties which are cities, counties, or public districts of this state, irrespective of whether all such parties fall within the same category, may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties to such agreement. Any existing agreement composed of parties which are cities, counties or public districts which creates a governing board of any agency having the power to sue or be sued may, at the option of the parties to the agreement, be amended to provide that the governing body of the created agency shall be composed exclusively of officials elected to one or more of the governing boards of the parties to such agreement in any ratio agreed to by the parties to the agreement. The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency.

In the event that such agency enters into further contracts, leases or other transactions with one or more of the parties to such agreement, an official elected to the governing body of such party may also act in the capacity of a member of the governing body of such agency.

**6508.1.** If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise.

A party to the agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the agency.

**6509.** Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

**6509.5.** Any separate agency or entity created pursuant to this chapter shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the agency or entity, as the agency or entity determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

If a nonprofit corporation is designated by the agreement to administer or execute the agreement for the parties to the agreement, it shall invest any moneys held for disbursement on behalf of the parties in the same manner and upon the same conditions as local agencies pursuant to Section 53601.

**6509.7. (a)** Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested as authorized by subdivision (o) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies.

Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (n), inclusive, of Section 53601.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

(b) As used in this section, "public agency" includes a nonprofit corporation whose membership is confined to public agencies or public officials, in addition to those agencies listed in Section 6500.

**6510.** The agreement may be continued for a definite term or until rescinded or terminated. The agreement may provide for the method by which it may be rescinded or terminated by any party.

**6511.** The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

**6512.** The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

**6512.1.** If the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues

of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement.

**6512.2.** If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, the agreement may provide that termination by any party to the agreement shall not be construed as a completion of the purpose of the agreement and shall not require the repayment or return to the parties of all or any part of any contributions, payments, or advances made by the parties until the agreement is rescinded or terminated as to all parties. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, it shall not be considered an agreement for the purposes of Section 895.2, provided that the agency responsible for carrying out the agreement is a member of the pool and the pool purchases insurance or reinsurance to cover the activities of that agency in carrying out the purposes of the agreement. The agreement may provide that after the completion of its purpose, any surplus money remaining in the pool shall be returned in proportion to the contributions made and the claims or losses paid.

**6513.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

**6514.** Any state department or agency concerned with the provisions of services or facilities to mentally retarded persons and their families may enter into agreements under this chapter.

**6514.5.** Any public agency may enter into agreements with other state agencies pursuant to the provisions of Section 11256.

**6515.** In addition to other powers, any agency, commission or board provided for by a joint powers agreement entered into pursuant to Article 1 (commencing with Section 6500) of this chapter between an irrigation district and a city, if such entity has the power to acquire, construct, maintain or operate systems, plants, buildings, works and other facilities and property for the supplying of water for domestic, irrigation, sanitation, industrial, fire protection, recreation or any other public or private uses, may issue revenue bonds pursuant to the Revenue Bond Law of 1941 (commencing with Section 54300) to pay the cost and expenses of acquiring, constructing, improving and financing a project for any or all of such purposes.

Upon the entity adopting the resolution referred to in Article 3 (commencing with Section 54380) the irrigation district and the city shall implement the same by each conducting the election in its own territory. The proposition authorizing the bonds shall be deemed adopted if it receives the affirmative vote of a majority of all the voters voting on the proposition within the entity.

The provisions of this section shall be of no further force and effect after December 31, 1973, unless the entity is unable to accomplish the purpose of this section by reason of litigation, in

which case this section shall continue to be effective until the final determination of such litigation and for one year thereafter.

**6516.** Public agencies conducting agricultural, livestock, industrial, cultural, or other types of fairs or exhibitions may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of workers' compensation, unemployment compensation, tort liability, public liability, or other losses incurred by those agencies. An insurance and risk pooling arrangement formed in accordance with a joint powers agreement pursuant to this section is not subject to Section 11007.7 of the Government Code. The Department of Food and Agriculture may enter into such a joint powers agreement for the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs, and the department shall have authority to contract with the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs with respect to such a joint powers agreement entered into on behalf of the California Exposition and State Fair, district agricultural association, or citrus fruit fair. Any county contracting with a nonprofit corporation to conduct a fair pursuant to Sections 25905 and 25906 of the Government Code may enter into such a joint powers agreement for a fair conducted by the nonprofit corporation, and shall have authority to contract with a nonprofit corporation with respect to such a joint powers agreement entered into on behalf of the fair of the nonprofit corporation.

Any county contracting with a nonprofit corporation to conduct a fair shall assume all workers' compensation and liability obligations accrued prior to the dissolution or nonrenewal of the nonprofit corporation's contract with the county.

Any public entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

**6516.3.** Notwithstanding any other provision of law, a joint powers agency established in Orange County pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) of this chapter or Article 4 (commencing with Section 6584) of this chapter, in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, any obligations arising out of any delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854 or subdivision (d) of Section 4705 of the Revenue and Taxation Code, the joint powers agency bonds and the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the county or the local agency and the joint powers authority.

**6516.5.** Notwithstanding any other provision of law, a joint powers agency provided for by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of this chapter may create risk pooling arrangements for the payment of general liability losses incurred by participants and exhibitors in fair sponsored programs and special events users of fair facilities, provided that the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

**6516.6.** (a) Notwithstanding any other provision of law, a joint powers agency established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854, the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the local agency and the joint powers authority.

(b) Notwithstanding any other provision of law, a joint powers authority established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase or acquire, by sale, assignment, pledge, or other transfer, any or all right, title, and interest of any local agency in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency and placed for collection on the secured, unsecured, or supplemental property tax rolls. Local agencies, including, cities, counties, cities and counties, school districts, redevelopment agencies, and all other special districts that are authorized by law to levy property taxes on the county tax rolls, are hereby authorized to sell, assign, pledge, or otherwise transfer to a joint powers authority any or all of their right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency for collection on the secured, unsecured, or supplemental property tax rolls in accordance with the terms and conditions that may be set forth in an agreement with a joint powers authority.

(c) Notwithstanding Division 1 (commencing with Section 50) of the Revenue and Taxation Code, upon any transfer authorized in subdivision (b), the following shall apply:

- (1) A local agency shall be entitled to timely payment of all delinquent taxes, assessments, and other receivables collected on its behalf on the secured, unsecured, and supplemental tax rolls, along with all penalties, interest, costs, and other charges thereon, no later than 30 calendar days after the close of the preceding monthly or four-week accounting period during which the delinquencies were paid by or on account of any property owner.
- (2) Upon its receipt of the delinquent taxes, assessments, and receivables that it had agreed to be transferred, a local agency shall pay those amounts, along with all applicable penalties, interest, costs, and other charges, to the joint powers authority in accordance with the terms and conditions that may be agreed to by the local agency and the joint powers authority.
- (3) The joint powers authority shall be entitled to assert all right, title, and interest of the local agency in the enforcement and collection of the delinquent taxes, assessments, and receivables, including without limitation, its lien priority, its right to receive the proceeds of delinquent taxes, assessments, and receivables, and its right to receive all penalties, interest, administrative costs, and any other charges, including attorney fees and costs, if otherwise authorized by law to be collected by the local agency.

- (4) (A) For any school district that participates in a joint powers authority using financing authorized by this section and that does not participate in the alternative method of distribution of tax levies under Chapter 3 of Division 1 of Part 8 of the Revenue and Taxation Code, the amount of property tax receipts to be reported in a fiscal year for the district under subdivision (f) of Section 75.7 of the Revenue and Taxation Code, or any other similar law requiring reporting of school district property tax receipts, shall be equal to 100 percent of the school district's allocable share of the taxes distributed to it for the then fiscal year, plus 100 percent of the school district's share of any delinquent secured and supplemental property taxes assigned from that year and 100 percent of its share of any delinquent secured and supplemental property taxes from any prior years which the school district has assigned to a joint powers authority in that fiscal year, as such delinquent taxes are shown on the delinquent tax roll prescribed by Section 2627 of the Revenue and Taxation Code, on an abstract list if one is kept pursuant to Chapter 4 (commencing with Section 4372) of Part 7 of Division 1 of the Revenue and Taxation Code, or other records maintained by the county, plus all other delinquent taxes that the school district has not assigned to a joint powers authority which are collected and distributed to the school district as otherwise provided by law, less any reduction amount required by subparagraph (B). One hundred percent of the school district's allocable share of the delinquent taxes assigned for the current fiscal year, and 100 percent of the school district's allocable share of the delinquent taxes assigned for all years prior thereto, as shown on the delinquent roll, abstract list, or other records maintained by the county, whether or not those delinquent taxes are ever collected, shall be paid by the joint powers authority to the county auditor and shall be distributed to the school district by the county auditor in the same time and manner otherwise specified for the distribution of tax revenues generally to school districts pursuant to current law. Any additional amounts shall not be so reported and may be provided directly to a school district by a joint powers authority.
- (B) When a joint powers authority finances delinquent taxes for a school district pursuant to this section, and continuing as long as adjustments are made to the delinquent taxes previously assigned to a joint powers authority, the school district's tax receipts to be reported as set forth in subparagraph (A) shall be reduced by the amount of any adjustments made to the school district's allocable share of taxes shown on the applicable delinquent tax roll, abstract list, if one is kept, or other records maintained by the county, occurring for any reason whatsoever other than redemption, which reduce the amount of the delinquent taxes assigned to the joint powers authority.
- (C) A joint powers authority financing delinquent school district taxes and related penalties pursuant to this subdivision shall be solely responsible for, and shall pay directly to the county, all reasonable and identifiable administrative costs and expenses of the county which are incurred as a direct result of the compliance of the county tax collector or county auditor, or both, with any new or additional administrative procedures required for the county to comply with this subdivision. Where reasonably possible, the county shall provide a joint powers authority with an estimate of the amount of and basis for any additional administrative costs and expenses within a reasonable time after written request for an estimate.
- (D) In no event shall the state be responsible or liable for a joint powers authority's failure to actually pay the amounts required by subparagraphs (A) and (B), nor shall a

failure constitute a basis for a claim against the state by a school district, county, or joint powers authority.

(E) The phrase "school district," as used in this section, includes all school districts of every kind or class, including, without limitation, community college districts and county superintendents of school.

(d) The powers conferred by this section upon joint powers authorities and local agencies shall be complete, additional, and cumulative to all other powers conferred upon them by law. Except as otherwise required by this section, the agreements authorized by this section need not comply with the requirements of any other laws applicable to the same subject matter.

(e) An action to determine the validity of any bonds issued, any joint powers agreements entered into, any related agreements, including, without limitation, any bond indenture or any agreements relating to the sale, assignment, or pledge entered into by a joint powers authority or a local agency, the priority of any lien transferred in accordance with this section, and the respective rights and obligations of any joint powers authority and any party with whom the joint powers authority may contract pursuant to this chapter, may be brought by the joint powers authority pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Any appeal from a judgment in the action shall be commenced within 30 days after entry of judgment.

(f) This section shall not be construed to affect the manner in which an agency participates in or withdraws from the alternative distribution method established by Chapter 3 (commencing with Section 4701) of Part 8 of Division 1 of the Revenue and Taxation Code.

**6516.7.** One or more public agencies and one or more private entities that provide child care or operate child day care facilities, as defined in Section 1596.750 of the Health and Safety Code, may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of unemployment compensation or tort liability losses incurred by these public and private entities.

A joint powers agency or entity formed pursuant to this section may not elect to finance unemployment insurance coverage under Article 5 (commencing with Section 801) of Chapter 3 of Part 1 of Division 1 of the Unemployment Insurance Code unless each member entity individually satisfies the requirements set forth in Section 801 or 802 of the Unemployment Insurance Code.

Either a public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis. **6516.8.** Any two or more harbor agencies may establish a joint powers authority pursuant to Part 1 (commencing with Section 1690) of Division 6 of the Harbors and Navigation Code.

**6516.9.** Notwithstanding any other provision of law, a joint powers agency or entity provided for by a joint powers agreement pursuant to this article, the members of which may conduct agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, may establish and administer risk pooling arrangements for the payment of liability losses, workers' compensation losses, and other types of losses incurred by members of the joint powers agency or entity and by nonprofit corporations conducting or benefiting agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational

programs and activities, and by members of the joint powers agency or entity and by nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California. For purposes of this section, one or more public agencies and one or more nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California may enter into a joint powers agreement. The joint powers agency or entity may provide the nonprofit corporations with any services or nonrisk pooling programs provided to the agency's or entity's members. Aggregate payments made under each risk pooling arrangement shall not exceed the amount available in the pool established for that arrangement. The joint powers agency or entity may establish and administer as many separate risk pooling arrangements as it deems desirable. A liability risk pooling arrangement established pursuant to this section also may provide for the payment of losses incurred by special events users, lessees, and licensees of facilities operated by nonprofit corporations, auxiliary organizations, public schools, the California Community Colleges, the California State University, or the University of California and for the payment of losses incurred by employees, participants and exhibitors in programs sponsored by those entities.

**6517.** (a) Notwithstanding any other provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency for the purpose of creating an agency or entity to finance the acquisition of land and the design and construction of state office buildings and parking facilities thereon. The joint powers agency or entity shall have the power to acquire land and construct office and parking facilities and to issue revenue bonds for these purposes.

(b) The department may lease state property to, and enter into a lease-purchase agreement with, the joint powers agency or entity on behalf of the State of California for terms not exceeding 50 years. The lease may contain any other terms and conditions which the Director of the Department of General Services determines to be in the best interests of the state.

(c) Any joint powers agreement and any agreement between the state and any joint powers agency or entity created pursuant to this section shall be submitted to the Legislature for approval through the budgetary process before execution.

(d) This section shall not apply to or in any way limit the powers of any authority authorized under Section 8169.4.

**6517.5.** (a) Notwithstanding any other provision of this chapter, the Community Redevelopment Agency of the City of Los Angeles may advance funds, not to exceed four million dollars (\$4,000,000), to the Department of General Services and the Los Angeles State Office Building Authority to complete plans and prepare bid specifications and related documents for a proposed state office building to be located in the City of Los Angeles between Spring Street, Main Street, Third Avenue, and Fourth Street, subject to the requirements of this section.

(b) The department or the authority shall make a determination on whether to proceed with construction of the state office building by June 30, 1987.

(c) If the department or the authority determines not to proceed with construction of the state office building, the department shall reimburse the agency by December 31, 1987, from the Special Fund for Capital Outlay, for any and all funds advanced by the agency to the department

or to the authority for completing plans, preparing bid documents, and taking other actions, including the employment of legal counsel, relating to the design development phase, construction document phase, and bidding phase for the state office building.

(d) If the department or the authority determines to proceed with construction of the state office building, the agency shall be reimbursed for any and all funds advanced by the agency from the bond proceeds or from other financing available for construction of the state office building.

(e) The authority may acquire, own, construct, and operate parking facilities to serve the state office building, as the authority may deem to be in the best interests of the people of the State of California.

(f) The department and the agency may amend the authority agreement to provide for longer terms of office and to remove the restrictions on the number of terms for the members of the governing board of the authority, as the department and agency may deem appropriate.

(g) As used in this section, "funds advanced by the agency" means the principal amount of the agency's advance.

**6517.6.** (a) (1) Notwithstanding any provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency to finance the acquisition of real property authorized by Section 14015 and all costs incidental or related thereto. The joint powers agency or entity shall have the power to acquire office and parking facilities and to issue certificates of participation as determined by the Treasurer in accordance with Section 14015.

(2) Upon the request of the department, the Treasurer is hereby further authorized to serve as treasurer of the joint powers agency established pursuant to this section and to serve as trustee or fiscal agent for the certificates of participation.

(3) The department may lease property from, and enter into an agreement with, the joint powers agency or entity created pursuant to subdivision (a) to purchase real property and improvements thereon on behalf of the state for terms not exceeding 25 years.

(4) The department shall provide the Legislature with a 30-day notification of intent to advertise for proposals pursuant to this section. The department shall further provide the Legislature and the California Transportation Commission with notification of intent to acquire the real property 30 days prior to the acquisition.

(b) Following the acquisition and occupation of the real property being acquired, the Department of Transportation shall sell or cause to be sold the existing office building located at 150 Oak Street in the City and County of San Francisco. The proceeds of the sale shall be deposited in the State Highway Account in the State Transportation Fund to be used to reduce the amount to finance the acquired facility.

**6518.** (a) A joint powers agency, without being subject to any limitations of any party to the joint powers agreement pursuant to Section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or

sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the joint powers agency until the equipment trust certificates are paid.

(b) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) may provide in the agreement to purchase or lease transit equipment any of the following:

- (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
- (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the entity.
- (3) An authorization for the joint powers agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the joint powers agency.

(c) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) shall do all of the following:

- (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
- (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the joint powers agency.
- (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
- (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the joint powers agency.
- (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed.

(d) The Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under this section. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under this section. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.

(e) Each vehicle purchased or leased under this section shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

**6519.** Notwithstanding any other provision of law, the State of California does hereby pledge to, and agree with, the holders of bonds issued by any agency or entity created by a joint exercise of powers agreement by and among two or more cities, counties, or cities and counties, that the state will not change the composition of the issuing agency or entity unless such change in composition is authorized by a majority vote of the legislative body of each such city, county, or

city and county, or by a majority vote of the qualified electors of each such city, county, or city and county.

"Change in composition," as used in this section, means the addition of any public agency or person to any agency or entity created by a joint exercise of powers agreement pursuant to this chapter, the deletion of any public agency from any such joint powers agency or entity, or the addition to, or deletion from, the governing body of any such joint powers agency, or entity of any public official of any member public agency or other public agency, or any other person.

**6520.** (a) Notwithstanding any other provision of law, the Board of Supervisors of San Diego County and the City Council of the City of San Diego may create by joint powers agreement, the San Diego Courthouse, Jail, and Related Facilities Development Agency, hereinafter referred to as "the agency," which shall have all the powers and duties of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code as well as all the powers of a joint powers agency pursuant to this chapter, with respect to the acquisition, construction, improvement, financing, and operation of a combined courthouse-criminal justice facility, including a parking garage, and other related improvements, hereinafter referred to as "the facility."

(b) The agency shall be governed by a board of directors composed of one city council member and one citizen designated by the San Diego City Council; one supervisor and one citizen designated by the San Diego County Board of Supervisors; two citizens appointed by the presiding judge of the superior court effective during his or her term of presidency; the Sheriff of San Diego County; the president or designee of the San Diego County Bar Association; and one citizen designated by the District Attorney of San Diego County; all of whom shall serve at the pleasure of the appointing power and without further compensation.

(c) The City of San Diego and the County of San Diego shall each have the power of nonconurrence over any action taken by the board of directors, provided that a motion for reconsideration is made by a member of the board of directors immediately following the vote of the board of directors approving such action, and further provided that the city council or the board of supervisors votes to nullify such action, by a majority vote of its membership, within 30 days.

(d) The county may transfer to the agency county funds in either a Courthouse Temporary Construction Fund or a County Criminal Justice Facility Temporary Construction Fund, or both, to be expended for purposes of the facility.

(e) In addition to those funds, (1) the agency's governing body may allot up to 15 percent of the fines and forfeitures received by the City of San Diego pursuant to Section 1463 of the Penal Code from the service area of the downtown courts, as defined by the agency, for expenditure by the agency for the purposes specified in subdivision (a); (2) the City of San Diego and the County of San Diego may allot to the agency any state or federal funds received for purposes of the facility; and (3) the agency may expend any rent, parking fees, or taxes received on leasehold interests in the facility, for the purposes specified in subdivision (a).

**6520.1.** Notwithstanding any other provision of this code, the Board of Supervisors of Siskiyou County and the city councils of the cities within Siskiyou County may create, by joint powers agreement, the Collier Interpretive and Information Center Agency to construct, improve, finance, lease, maintain, and operate the Randolph E. Collier Safety Roadside Rest Area as an

information and safety rest facility and to expand the use of the site into a cultural, tourist, river fisheries, water, natural resource, and aquatic habitat interpretive center.

**6522.** Notwithstanding any other provision of this chapter, any state department or agency entering into a joint powers agreement with a federal, county, or city government or agency or public district in order to create a joint powers agency, shall ensure that the participation goals specified in Section 16850 and Section 10115 of the Public Contract Code and in Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code become a part of the agreement, and shall apply to contracts executed by the joint powers agency.

**6523.** A joint powers entity that is created pursuant to an agreement entered into, in accordance with this article, by the City of West Sacramento, Reclamation District No. 537, and Reclamation District No. 900 may exercise the authority granted to reclamation districts under Part 7 (commencing with Section 51200) and Part 8 (commencing with Section 52100) of Division 15 of the Water Code for the purposes of Sections 12670.2, 12670.3, and 12670.4 of the Water Code.

**6523.4.** (a) Notwithstanding any other provision of this chapter, the Selma Community Hospital, a private, nonprofit hospital in Fresno County, may enter into a joint powers agreement with one or more of the following public agencies:

- (1) The Alta Hospital District.
- (2) The Kingsburg Hospital District.
- (3) The Sierra-Kings Hospital District.

(b) The joint powers authority created pursuant to subdivision (a) may perform only the following functions:

- (1) Engage in joint planning for health care services.
- (2) Allocate health care services among the different facilities operated by the hospitals.
- (3) Engage in joint purchasing, joint development, and joint ownership of health care delivery and financing programs.
- (4) Consolidate or eliminate duplicative administrative, clinical, and medical services.
- (5) Engage in joint contracting and negotiations with health plans.
- (6) Take cooperative actions in order to provide for the health care needs of the residents of the communities they serve.

(c) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(e) Nothing in this section shall authorize activities that corporations and other artificial legal entities are prohibited from conducting by Section 2400 of the Business and Professions Code.

**6523.5.** Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Contra Costa may enter into a joint powers agreement with a public agency, as defined in Section 6500.

**6523.6.** (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Tulare may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

**6523.7.** (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Kings may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

**6523.8.** (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of Tuolumne may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing

in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

**6523.9.** (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of San Diego may enter into a joint powers agreement with any public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

**6524.** Notwithstanding any other provision of this chapter, a private, nonprofit children's hospital in a county of the third class may enter into a joint powers agreement with any public agency, as defined in Section 6500.

**6525.** Notwithstanding any other provision of this chapter, a mutual water company may enter into a joint powers agreement with any public agency for the purpose of jointly exercising any power common to the contracting parties.

**6526.** Notwithstanding any other provision of law, any public agency that is a member of the South East Regional Reclamation Authority, the Aliso Water Management Agency, the South Orange County Reclamation Authority, or the San Juan Basin Authority may exercise any power granted to those entities by any of the joint powers agreements creating those entities, whether or not that public agency is a signatory to any of these joint powers agreements granting that power or is otherwise authorized by law to exercise that power, for the purpose of promoting efficiency in the administration of these joint powers entities.

**6527.** (a) Notwithstanding any other provision of law, where two or more health care districts have joined together to pool their self-insurance claims or losses, a nonprofit corporation that provides health care services that may be carried out by a health care district may participate in the pool, provided that its participation in an existing joint powers agreement, as authorized by this section, shall be permitted only after the public agency members, or public agency representatives on the governing body of the joint powers entity make a finding, at a public meeting, that the agreement provides both of the following:

- (1) The primary activities conducted under the joint powers agreement will be substantially related to and in furtherance of the governmental purposes of the public agency.
- (2) The public agency participants will maintain control over the activities conducted under the joint powers agreement through public agency control over governance, management, or ownership of the joint powers authority.

(b) Any public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(c) In any risk pooling arrangement created under this section, the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

(d) A public meeting shall be held prior to the dissolution or termination of any enterprise operating under this section to consider the disposition, division, or distribution of any property acquired as a result of exercise of the joint exercise of powers.

(e) Nothing in this section shall be construed to do any of the following:

- (1) Relieve a public benefit corporation that is a health facility from charitable trust obligations.
- (2) Exempt such a public benefit corporation from existing law governing joint ventures, or the sale, transfer, lease, exchange, option, conveyance, or other disposition of assets.
- (3) Grant any power to any private, nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment.
- (4) Permit any entity, other than a private, nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.
- (5) Permit an agency or entity created pursuant to a joint powers agreement entered into pursuant to this section to act in a manner inconsistent with the laws that apply to public agencies, including, but not limited to, the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)).

(f) Notwithstanding any other provision of law, the Self-Insurers' Security Fund established pursuant to Article 2.5 (commencing with Section 3740) of Chapter 4 of Part 1 of Division 4 of the Labor Code shall owe no duties or obligations to any entity that participates as a party to an agreement authorized pursuant to this section, or to its employees, and shall not be required, under any circumstances, to assume the worker's compensation liabilities of this entity if it becomes insolvent or otherwise unable to pay those liabilities.

(g) For purposes of this section, "self-insurance claims or losses" includes, but is not limited to, claims or losses incurred pursuant to Chapter 4 (commencing with Section 3700) of Part 1 of Division 4 of the Labor Code.

**6528.** A charter school, including a charter school organized pursuant to Section 47604 of the Education Code, may be considered a public agency, as defined in Section 6500, for the purpose of being eligible for membership in a joint powers agreement for risk-pooling.

**6529.** (a) The Elk Valley Rancheria Tribal Council, as the governing body of the Elk Valley Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, and shall be deemed to be a public agency for purposes of this chapter.

(b) On and after January 1, 2004, the joint powers authority created pursuant to subdivision (a) shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond

Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority or one or more of its public agency members.

**6530.** (a) Notwithstanding any other provision of law, the Torres Martinez Desert Cahuilla Indians are authorized to enter into a joint powers agreement to participate in the Salton Sea Authority.

(b) On and after January 1, 2002, the Salton Sea Authority shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority or one or more of its public agency members.

**6531.** (a) The Legislature finds and declares all of the following:

- (1) It is in the best interests of communities located within the City of San Diego for the local public agencies that have jurisdiction within the city to form a joint powers agency to provide for the orderly and coordinated acquisition, construction, and development of model school projects. These projects may include the acquisition of land by negotiation or eminent domain, the construction of schools, the construction of recreational facilities or park sites or both, and the construction of replacement and other housing, including market rate, moderate-income, and low-income housing.
- (2) The coordinated construction of these projects by redevelopment agencies, school districts, housing authorities, housing commissions, and the city is of great public benefit and will save public money and time in supplying much needed replacement housing lost when schools are constructed within existing communities.
- (3) Legislation is needed to allow redevelopment agencies, school districts, housing authorities, housing commissions, and the city to use their powers to the greatest extent possible to expedite, coordinate, and streamline the construction and eventual operation of such projects.

(b) (1) Notwithstanding any other provision of law, the Redevelopment Agency of the City of San Diego, the Housing Authority of the City of San Diego, the San Diego Housing Commission, the San Diego Unified School District, and the City of San Diego may enter into a joint powers agreement to create and operate a joint powers agency for the development and construction of a model school project located within the City Heights Project Area. The agency created pursuant to this section shall be known as the San Diego Model School Development Agency. The San Diego Model School Development Agency shall have all the powers of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code, all of the powers of a housing authority pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, and all of the powers of the San Diego Unified School District, as well as all the powers of a joint powers agency granted pursuant to this chapter, to acquire property and to construct and improve and finance one or more schools, housing projects, parks, recreational facilities, and any other facilities reasonably necessary for their proper operation. Further, the San Diego Model School Development Agency shall have all of the powers of the City of San Diego pursuant to its charter

and state law to acquire property and to finance and operate parks and recreational facilities and any other facilities reasonably necessary for their proper operation.

- (2) Notwithstanding paragraph (1), neither the San Diego Model School Development Agency nor the Redevelopment Agency of the City of San Diego shall expend any property tax increment revenues to acquire property, and to construct, improve, and finance a school within the City Heights Project Area.
- (3) Nothing in this section shall relieve the San Diego Model School Development Agency or the Redevelopment Agency of the City of San Diego from its obligations to increase, improve, and preserve the community's supply of low- and moderate-income housing, including, but not limited to, the obligation to provide relocation assistance, the obligation to provide replacement housing, the obligation to meet housing production quotas, and the obligation to set aside property tax increment funds for those purposes.
- (4) The San Diego Model School Development Agency shall perform any construction activities in accordance with the applicable provisions of the Public Contract Code, the Education Code, and the Labor Code that apply, respectively, to the redevelopment agency, housing authority, housing commission, school district, or city creating the San Diego Model School Development Agency. Funding pursuant to Proposition MM, a local San Diego County bond measure enacted by the voters for the purpose of school construction, shall be used only for the design, development, construction, and financing of school-related facilities and improvements, including schools, as authorized and to the extent authorized under Proposition MM.

(c) Any member of the joint powers agency, including the school district, may, to the extent permitted by law, transfer and contribute funds to the agency, including bond funds, to be deposited into and to be held in a facility fund to be expended for purposes of the acquisition of property for, and the development and construction of, any school, housing project, or other facility described in this section.

(d) Nothing contained in this section shall preclude the joint powers agency from distributing funds, upon completion of construction, the school, housing project, park, recreational facility, or other facility to a member of the agency to operate the school, housing project, park, or other facility that the member is otherwise authorized to operate. These distribution provisions shall be set forth in the joint powers agreement, if applicable.

(e) The San Diego Model School Development Agency may construct a school in the City Heights Project Area pursuant to Chapter 2.5 (commencing with Section 17250.10) of Part 10.5 of the Education Code.

(f) The San Diego Model School Development Agency shall establish and enforce, with respect to construction contracts awarded by the joint powers agency, a labor compliance program containing the requirements outlined in Section 1771.5 of the Labor Code or shall contract with a third party to operate a labor compliance program containing those requirements. This requirement shall not apply to projects that are subject to a collective bargaining agreement that binds all of the contractors and subcontractors performing work on the project, but nothing shall prevent the joint powers agency from operating a labor compliance program with respect to those projects.

(g) Construction workers employed as apprentices by contractors and subcontractors on contracts awarded by the San Diego Model School Development Agency shall be enrolled in a registered apprenticeship program, approved by the California Apprenticeship Council, that has graduated apprentices in the same craft in each of the preceding five years. This graduation

requirement shall be applicable for any craft that was first deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft prior to January 1, 1998. A contractor or subcontractor need not submit contract award information to an apprenticeship program that does not meet the graduation requirements of this subdivision. If no apprenticeship program meets the graduation requirements of this subdivision for a particular craft, the graduation requirements shall not apply for that craft.

**6533.** (a) The board of directors of the Eastern Water Alliance Joint Powers Agency may grant available funds to a member public agency for the purposes of assisting that member public agency in acquiring water if the board determines that that water supply will benefit the Eastern San Joaquin County Groundwater Basin as a whole and that that member public agency would otherwise be unable to acquire that water. Section 10753.1 of the Water Code applies to any groundwater regulation under this section. As used in this section, the term "groundwater" has the same definition as set forth in subdivision (a) of Section 10752 of the Water Code.

(b) (1) For the purpose of supplementing the general operating revenues of the joint powers agency, upon the request of the board of directors of the joint powers agency, the Board of Supervisors of San Joaquin County may grant to the joint powers agency funds from the county general fund or Zone 2 of the San Joaquin County Flood Control and Water Conservation District that are available to carry out any purpose of the joint powers agency for which the county or district is authorized to expend funds.

(2) Nothing in paragraph (1) grants a preference to the joint powers agency over other public agencies for the purposes of receiving funds described in that paragraph.

(c) The joint powers agency shall deposit any county or district funds received pursuant to subdivision (b) in a separate account, and upon request of the county or district, shall demonstrate that all expenditures made from that account are being used only to carry out the powers, projects, and purposes of the joint powers agency and San Joaquin County or Zone 2 of the San Joaquin County Flood Control and Water Conservation District.

(d) Subject to Article XIID of the California Constitution, the joint powers agency may impose a plan implementation charge, in accordance with this subdivision, on landowners within its boundaries for the property-related service received from improved groundwater management and planning, and for improved groundwater levels and availability, provided by the joint powers agency. This plan implementation charge shall be a charge for water subject to the procedures and requirements set forth in subdivisions (a) and (b) of Section 6 of Article XIID of the California Constitution, as follows:

- (1) Each year the board of directors of the joint powers agency may fix a plan implementation charge that may not exceed the annual cost of carrying out the actions financed by the charge. The board of directors may use multiyear budgeting to determine the plan implementation charge for up to five years and adopt a schedule of charges for this time period.
- (2) Before imposing the plan implementation charge, the board of directors of the joint powers agency shall identify the parcels of land within the joint powers agency to be benefited by the actions financed by the charge, the need for the plan implementation charge, and the amount of the charge to be imposed on each parcel. The amount of the charge upon any parcel may not exceed the proportional costs of the actions financed by the charge attributable to that parcel. The joint powers agency shall provide written notice of the plan implementation charge and conduct a public hearing as provided in

subdivision (a) of Section 6 of Article XIID of the California Constitution. The joint powers agency may not impose the plan implementation charge if written protests against the charge are presented by a majority of the owners of the identified parcels upon which the charge will be imposed.

(3) (A) The plan implementation charge, at the option of the joint powers agency, may be collected on the tax rolls of the county in the same manner, by the same persons, and at the same time as, together with and not separate from, county ad valorem property taxes. In that event, of the amount collected pursuant to this paragraph, the county auditor may deduct that amount required to reimburse the county for its actual cost of collection.

(B) In lieu of that option, the joint powers agency shall collect plan implementation charges at the same time, together with penalties and interest at the same rates as is prescribed for the collection of county ad valorem property taxes.

(4) The amount of an unpaid plan implementation charge, together with any penalty and interest thereon, shall constitute a lien on that land as of the same time and in the same manner as does the tax lien securing county ad valorem property taxes.

(5) In lieu of a plan implementation charge being imposed on parcels within the boundaries of any individual member public agency of the joint powers agency, any member of the joint powers agency may determine by resolution to make payment to the joint powers agency of funds in an amount equal to the amount that would be raised by imposition of the plan implementation charge within the boundaries of that member, to be paid at the same time that the plan implementation charge would be collected if imposed.

(e) For the purposes of this section, "joint powers agency" means the Eastern Water Alliance Joint Powers Agency.

(f) For the purposes of this section, "Eastern San Joaquin County Groundwater Basin" means the Eastern San Joaquin County Basin described on pages 38 and 39 of the Department of Water Resources' Bulletin No. 118-80.

**6534.** (a) This section shall be known, and may be cited, as the California Prison Inmate Health Service Reform Act.

(b) The Department of Corrections may enter into joint powers agreements under this chapter with one or more health care districts established in accordance with Division 23 (commencing with Section 32000) of the Health and Safety Code, in order to establish regional inmate health service joint powers agencies.

(c) Inmate health service joint powers authorities may be utilized for any purpose related to the provision, acquisition, or coordination of inmate health care services, including, but not limited to, all of the following:

- (1) The provision of district hospital-based surgical, diagnostic, emergency, trauma, acute care, skilled nursing, long-term, and inpatient psychiatric care.
- (2) Health care utilization review services.
- (3) Health facility management consultation services.
- (4) Health care contract design, negotiation, management, and related consultation services.
- (5) Health care quality monitoring, management, and oversight consulting services.
- (6) Physician and health care staff recruitment services.
- (7) The design, construction, and operation of dedicated, secure, community-based health care facilities for the provision of inmate health care services.

**6535.** Any entity that is established pursuant to a joint powers agreement authorized under this article that is also licensed under Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code, where one of the parties to the joint powers agreement is an entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, shall be subject to all of the same provisions, including, but not limited to, governance, public records requirements, open meeting requirements, and conflicts of interest as is the entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, as applicable, that is a party to the joint powers agreement.

**6536.** Notwithstanding any other provision of this chapter, a private, nonprofit corporation that conducts fairs and other events and exhibitions on land leased from the County of Los Angeles may enter into a joint powers agreement with a public agency, as defined in Section 6500, for mutually beneficial uses of the public land. The agency formed pursuant to this joint powers agreement shall be deemed a public entity as described in Section 6507.

## REFERENCES

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of Animal Services.
- The No Kill Advocacy Center*. "Home." <http://www.nokilladvocacycenter.org/>.
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Manager.
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Carter, Executive Director.
- Solano County Animal Care and Control*,  
<http://www.co.solano.ca.us/depts/genserv/animalcare/gi.asp>, Ron Whitfield, Manager.
- Southeast Area Animal Control Authority (SEAACA)*, <http://www.seaaca.org/>, Dan Morrison,  
Executive Director.
- Stanislaus Animal Services Agency*, <http://www.stancounty.com/animalservices/>, Annette Patton,  
Executive Director.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** City/Yolo Federal Credit Union Purchase and Sale Agreements

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**RECOMMENDATIONS:**

Staff recommends that the City Council (1) Hold a Public Hearing regarding Approval of City Sale of Portions of Real Property as follows: Grant Avenue Commercial Property (APN #'s 003-370-028, 003-370-029, and 003-370-030), (2) Approve the Sale of Portions of the Grant Avenue Commercial Property (APN #'s 003-370-028, 003-370-029, & 003-370-030) to Yolo Federal Credit Union as outlined in the Letter of Intent from Yolo Federal Credit Union, and (3) authorize the City Manager to execute Purchase and Sale Agreements with Yolo Federal Credit Union.

**BACKGROUND:**

In May 2009, the Winters CDA ("Redevelopment Agency") purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial. The CDA subsequently authorized the issuance of an RFP for potential developers to offer proposals for development of the site. Although the CDA did enter into an Exclusive Negotiation Agreement ("ENA") with the Yackzan Group, that ENA did not result in any development on the property.

In March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA, and authorized staff to contract with Bartholomew and Associates to have the property appraised to determine fair market value. The appraised value for the 4.5 acre property was determined to be \$980,000 as of the date of the appraisal. This appraised value calculates to approximately \$4.97 per square foot.

The City has continued to pursue commercial development on the property, consistent with the original intent of the acquisition. The Letter of Intent ("LOI") lay out the parameters for the purchase and development of a parcel of the property. The LOI, dated October 5, 2012 is for the purchase of the western most piece of the property, comprised of approximately 44,000 square feet at a sales price of \$264,000.00 (\$6.00 per square foot). Yolo Federal Credit Union has a long standing interest in establishing a branch operation in Winters and it is anticipated the sale would result in development on the property in the foreseeable future.

The City did receive a revised offer from a competing interest, Boos Development West for this piece of the Grant Avenue Commercial property. The revision was done based on staff direction provided to the developer; specifically that any proposal for a carve-out of the Grant Avenue Commercial property must extend from Grant Avenue to Baker Street. The revised LOI from Boos Development West includes a revision of their site plan that extends the acquisition to Baker Street. The LOI is a price of \$5.00 per square foot, less a 6% broker's commission, proposed to be paid by the seller (City of Winters).

**FISCAL IMPACTS:**

The City's costs associated with selling the properties are to-be-determined; however, at the proposed sales prices, the City stands to realize \$456,073.20 from the two transactions.

**ATTACHMENTS:**

Letter of Intent – October 5, 2012  
Granite Bay Commercial Site Plan  
Boos Development West Revised Letter of Intent



**NON-BINDING LETTER OF INTENT**

October 5, 2012

Dan Maguire  
Economic Development and Housing Manager  
City of Winters  
318 First Street  
Winters, CA 95694

Re: Non Binding Letter of Intent Regarding Purchase and Sale of a portion of Assessor's Parcel No. 003-370-30, Winters, Yolo County, California.

1. **Intent.** This letter is to serve as a Letter of Intent between YOLO FEDERAL CREDIT UNION, "Buyer", and THE CITY OF WINTERS, "Seller". Its purpose is to state the intentions of the parties with respect to negotiating a contract for the purchase and sale of real property described on Exhibit A as Parcel 1 extended to Baker Street attached hereto (the "Real Property").

2. **Non-binding.** This Letter is not intended to constitute a binding agreement but rather to serve as the basis for negotiating and drafting a definitive purchase and sale agreement between the parties, embodying the terms set forth in this Letter of Intent as well as other terms and conditions yet to be determined through negotiation. Neither party will rely on this Letter of Intent as binding on the other; any such reliance would be imprudent and unreasonable. Neither party will be bound unless and until a definitive purchase and sale agreement has been executed and delivered by both parties, approved by their respective attorneys, and approved by the CITY OF WINTERS, as Seller.

Although further negotiations between the parties are contemplated before a binding agreement will be prepared, neither party is bound to continue such negotiations, which may be terminated at any time. Further efforts by either party to perform due diligence, arrange or obtain financing, to negotiate issues such as access to the Real Property, the existence and extent of easements, utilities, design restrictions which Seller may mandate, set-back requirements, or carry out other acts in contemplation of the possible purchase and sale of the Real Property may not be deemed evidence of intent by either party to be bound by this Letter of Intent.

The performance by either party, before execution of a formal contract, of any of the obligations that may be included in a contract between the parties when negotiations are completed will not be considered evidence of intent by either party to be bound by this Letter of Intent.

3. **Purchase Price.** The Purchase Price will be Six Dollars (\$6.00) per square foot, and it is estimated that the portion of the parcel to be purchased contains 44,000 square feet. It is understood that Seller is obtaining a lot line adjustment, after which the Real Property shall have a clear legal description. In the interim, on the assumption that the Real Property would contain 44,000 square feet, the Six Dollar (\$6.00) per square foot figure would yield a sales price of Two Hundred Sixty-four Thousand Dollars (\$264,000.00).

Although there currently exists no legal description for the Real Property, Seller and Buyer envision that Seller shall obtain a legal description and provide same to Buyer, for inclusion into a purchase and sale agreement toward which the parties intend to negotiate.

4. **Deposit.** Buyer shall deposit the sum of Ten Thousand Dollars (\$10,000.00) into escrow within three (3) days after full execution of a binding purchase and sale agreement. Said deposit shall be made into an interest-bearing account at a title insurance company, the identity of which is to be determined. Except in the event of a Seller default, this deposit shall be non-refundable after the expiration of the Due Diligence period discussed herein. This deposit shall be applied to the purchase price of the Real Property.

5. **Contingencies.** Buyer's obligation to purchase the Property shall be contingent upon the following:

(a) **Condition of Title.** Within ten (10) days after execution of the Purchase and Sales Agreement, Seller's delivery to Buyer of copies of a preliminary title report (together with copies of all exceptions), a survey, and all environmental assessment reports known to Seller.

(b) **Inspections and Soils Test.** Buyer's review and approval of all aspects of the property, including, but not limited to, the suitability of the Real Property for Buyer's intended use, access questions, easements of third parties, the physical condition of the Property, and soils tests conducted by Buyer or others, all within one hundred fifty (150) days (the "Inspection Period") after the opening of escrow. Buyer and Seller contemplate that Buyer shall have the absolute right, in Buyer's sole discretion, to terminate the escrow and receive return of Buyer's deposit at any time during this Inspection Period, for any reason which Buyer may intend to do so. Seller shall provide Buyer with reasonable access to the Property and Buyer shall indemnify Seller for any loss, damage or injury resulting from Buyer's access to the Property.

(c) Financing. Buyer's ability to obtain financing on terms and conditions acceptable to Buyer within sixty (60) days after the opening of escrow.

6. Escrow. Escrow shall be at a title company located in Yolo County, selected by Buyer. Immediately upon execution by Seller and Buyer of a purchase and sale agreement, Seller shall request the title company designated in such purchase agreement to issue a preliminary title report on the Real Property. The purchase and sale agreement shall provide that title to the Real Property shall be conveyed to Buyer by grant deed, or other form of conveyance acceptable to Buyer, subject only to such covenants, conditions and other matters of record as are approved by the Buyer.

7. Closing. Escrow will close 180 days after the opening of Escrow, or upon such earlier or later date as Buyer and Seller may agree.

8. Closing Costs.

(a) Payment and Proration of Taxes and Expenses. At the Closing, Seller will pay any Sales Tax that may be due as a result of the transaction and all state and local real property conveyance and transfer taxes incurred in connection with the sale. At the Closing, Seller will pay any assessment that is a lien on the Real Property as of the Closing Date.

(b) Payment of Closing Costs. Buyer will be responsible for payment of: (i) the cost of recording the deed, (ii) the cost of any endorsements or additional coverages to the Title Policy, (iii) all costs and expenses in connection with Buyer's due diligence inspection (iv) the cost of any financing obtained by Buyer, including that portion of the closing costs in connection therewith (v) an updated survey of the Real Property, and (vi) one-half (1/2) of the escrow fees charged by the Title Company. Seller shall be responsible for payment of (i) documentary stamp taxes or other transfer charges in connection with transfer of the Real Property, (ii) the base cost of the Owner's Title Policy, and (iii) one-half (1/2) of the escrow fees.

9. Confidentiality. This letter is not to be construed as a binding contract to purchase the Real Property, but merely an attempt to set out the intent of the parties as to the basic points of a proposed purchase of the Real Property. Both parties will endeavor to negotiate in good faith toward the end of a purchase and sale Agreement. Prior to Closing or termination of the contract, neither party will disclose the existence or terms of this letter (except by Seller to its employees and elected officials for legitimate business purposes), the anticipated purchase agreement or any of the information about the Real Property obtained in connection with the proposed transaction to any third party other than those whose knowledge and consent are required to carry out the consummation of the proposed transaction.

If the foregoing terms correctly state your understanding of the terms on which we will proceed with negotiations for preparation of a purchase and sale agreement, please sign and return a copy of this letter. This letter must be signed and returned to Seller within 7 business days of Seller approval. As noted above, this Letter of Intent is not intended to be contractually binding on either party. It will merely act as the basis on which to proceed with further negotiations.

**BUYER:**

Dated: 10/5/2012

YOLO FEDERAL CREDIT UNION

By Clyde R. Brooker  
Clyde Brooker, CEO

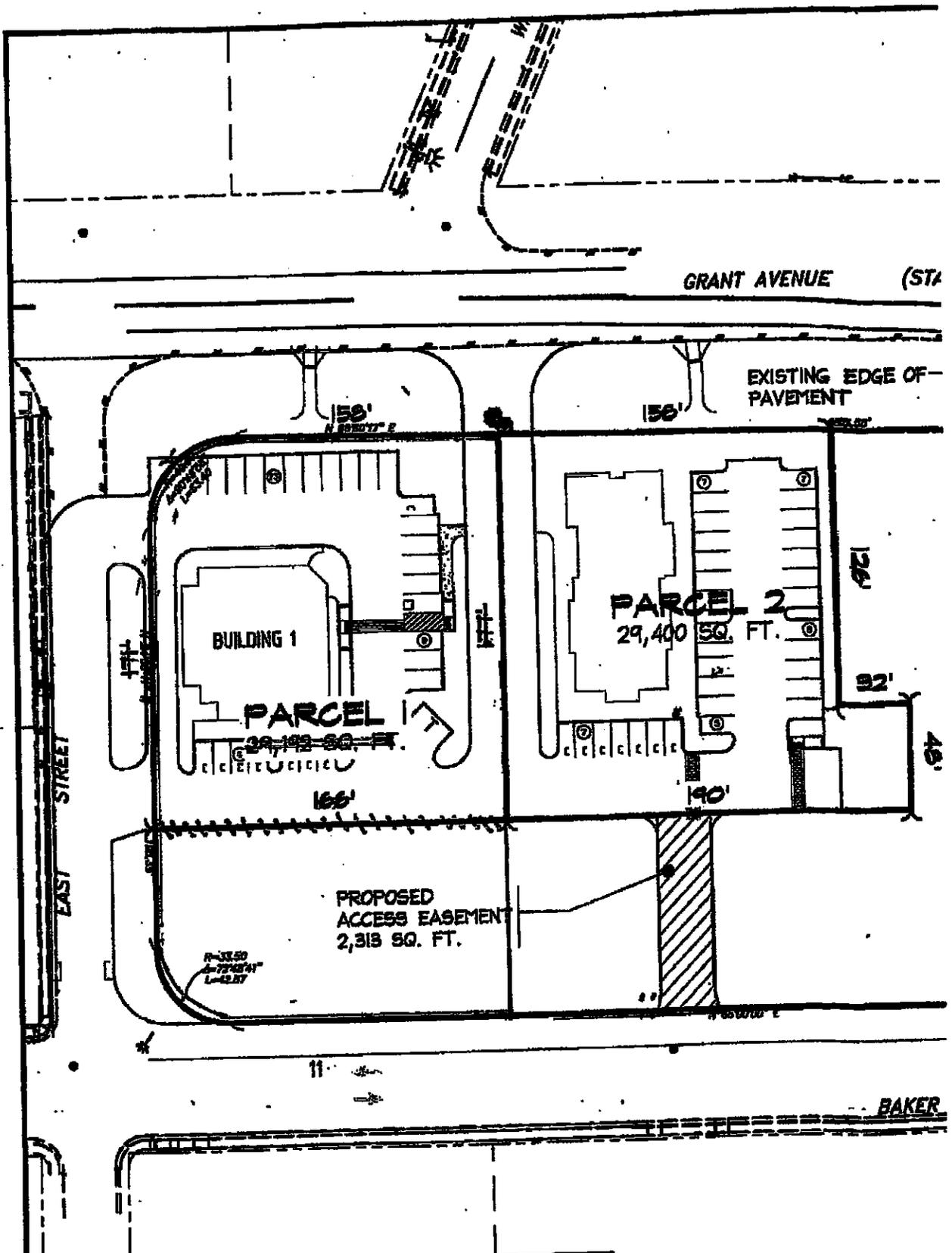
**SELLER:**

Dated: \_\_\_\_\_

CITY OF WINTERS

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

LB/YoloFederalCreditUnion-general/WintersProject.2012/YFCULtrOfintent10-5-12



ORIGINAL SITE PLAN PROVIDED BY:  
**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING • LAND SURVEYING • PLANNING  
 808 COURT STREET, WOODLAND, CALIFORNIA 95695 • PHONE: (530) 862-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 862-4502

# BOOS

DEVELOPMENT WEST

October 1, 2012

City of Winters  
318 First Street  
Winters, CA 95694  
530-795-4910 phone  
530-795-4935 fax

**RE: Letter of Intent – Grant Ave Commercial, Winters CA**

Dear Dan:

Please find the following Letter of Intent (LOI) for Grant Ave Commercial (Parcel 1 of APN # 003370030000)

**PROPERTY:** Parcel 1 (extending from E. Grant to E Baker) Approx., 44,000 sf.

**BUYER:** Boos Development West, LLC.

**SELLER:** City of Winters

**SALE PRICE:** \$220,000.00 Cash at Closing.

**EARNEST MONEY DEPOSIT:** \$5,000.00 with Title Agent.

**DUE DILIGENCE PERIOD:** 180 days from contract execution to conduct their due diligence, including property inspections and environmental studies.

**CLOSING:** 30 days following receipt of governmental approvals but not later than 180 days after expiration of the Due Diligence Period.

**BROKERAGE:** Each party represents to the other that no broker has been involved in this transaction, except Retail West (Buyer's Broker). A commission shall be paid by Seller at closing, in the amount of six percent (6%) of the purchase price, which shall be paid to Retail West.

This LOI to purchase is not binding on either the Buyer or Seller, until both parties enter into a fully executed purchase and sale agreement which shall take place within 10 days following execution of this LOI.

Sincerely,  
BOOS DEVELOPMENT WEST, LLC  
  
David Morse  
Managing Director

Agreed and Accepted this \_\_\_\_ day of \_\_\_\_\_, 2012

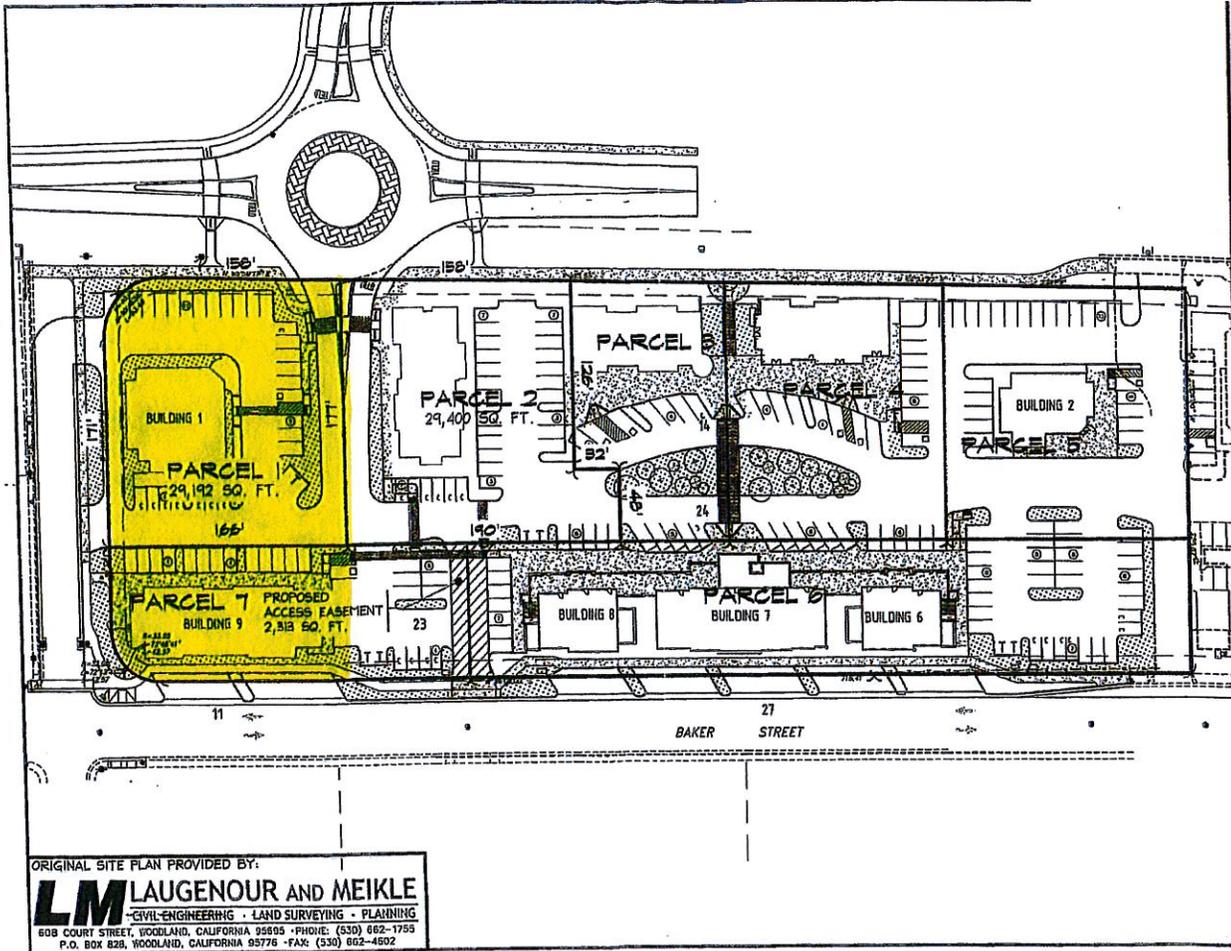
By (Signature): \_\_\_\_\_

Authorized Representative of (Seller):

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_





GRANT AND EAST  
RETAIL CENTER  
WINTERS, CA

PROFESSIONAL STAMP

EXHIBIT "C"

REVISION	TITLE	DATE

SEIGY HUBERCK  
**A2C**  
PLAN DATE: 03/16/06

ORIGINAL SITE PLAN PROVIDED BY:  
**LM LAUGENOUR AND MEIKLE**  
- CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
808 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 862-1755  
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 862-4502



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Approve a Contract for Services with Laugenour and Meikle for Land Surveying Services for Lot Line Adjustments for the Grant Avenue Commercial Project

---

**RECOMMENDATIONS:**

Staff recommends the City Council 1) approve a Land Survey Services Work Order (Work Order) with Laugenour & Meikle in the amount of \$2,800.00 to prepare lot line adjustments for the Grant Avenue Commercial Project associated with the Cross Development and Yolo Federal Credit Union Purchase and Sale Agreements, and 2) authorize the City Manager to execute a Consultant Services Agreement with Laugenour & Meikle.

**BACKGROUND:**

The City currently has an On-Call Contract with Laugenour & Meikle ("L & M") for Civil Engineering and Land Surveying Services. L& M's is most recently providing Civil Engineering and Surveying Services for the Grant Avenue/Road 90 Signal Improvements.

On October 2, 2012, the City Council authorized the City Manager to execute Purchase and Sale Agreements with Cross Development, LLC for the development of a Dollar General store and a second retail commercial concern to-be-determined. At the October 16, 2012 City Council meeting, staff is recommending City Council approve the sale of a portion of the Grant Avenue Commercial property to Yolo Federal Credit Union and authorize the City Manager to execute a Purchase and Sale Agreement.

The Grant Avenue Commercial Property is approximately 4.5 acres consisting of three contiguous parcels (APN #s 003-370-028, 003-370-029, and 003-370-030). The property acquisitions proposed by the Letters of Intent from Cross Development and

Yolo Federal Credit Union will require Lot Line Adjustments to the existing parcels.

**FISCAL IMPACTS:**

\$2,800.00, which could be recouped from the buyers

**ATTACHMENTS:**

Laugenour and Mickle Proposal Letter

Exhibit A – L & M Scope of Services and Compensation

Exhibit B – L & M Rate Schedule

October 1, 2012

Mr. Dan Maguire  
City of Winters  
Economic Development & Housing Manager  
318 First Street  
Winters, California 95694  
E-mail: [Daniel.maguire@cityofwinters.org](mailto:Daniel.maguire@cityofwinters.org)

Re: Lot Line Adjustment for Grant Avenue Commercial, Winters, California

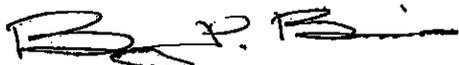
Dear Mr. Maguire:

Laugenour and Meikle is pleased to present this proposal for land surveying services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit "A" which reflects the standard items of work required for this type of project.

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



Bryan P. Bonino, Principal, P.E., L.S.

Enclosure

**EXHIBIT "A"**

**SCOPE OF SERVICES & COMPENSATION**

**I. SCOPE OF SERVICES:**

**A. LOT LINE ADJUSTMENT:**

- Research Record Maps and Deeds.
- Prepare Legal Descriptions and Lot Line Adjustment Exhibit for Certificate of Compliance.
- Complete application package for submittal, including Lot Line Adjustment/Merger Application, 300 Radius Map, and 300' Radius Owner's labels.
- Coordination with City for project approval.
- Coordinate with Project Title Company
- Coordinate with Client Attorney, if required.

**B. TITLE REPORTS:**

- Consultant will provide title reports, including supporting documents for project site and adjacent properties to determine extent of easements that may affect the property development.

**II. COMPENSATION:**

Our estimated costs for the components of this project are as follows:

A. Lot Line Adjustment.....	\$ 2,300.00
B. Title Reports (If supplied by Laugenour and Meikle).....	<u>\$ 500.00</u>
 <b>TOTAL:</b>	 <b>\$2,800.00</b>

These costs are based on our **prevailing wage rates** (see attached Exhibit "B"). This does not include any fees required by governmental agencies.

**EXHIBIT "B"**

**RATE SCHEDULE**

<b><u>PERSONNEL CLASSIFICATION</u></b>	<b><u>RATE PER HOUR</u></b>
Principal Engineer	\$150.00
Senior Engineer	\$140.00
Associate Engineer	\$120.00
Senior Surveyor	\$135.00
Surveyor	\$120.00
Assistant Surveyor	\$110.00
Assistant Engineer	\$110.00
Junior Engineer	\$ 90.00
Senior Engineering Technician	\$ 85.00
Engineering Technician	\$ 65.00
Survey Technician	\$ 65.00
Technician	\$ 45.00
Clerical	\$ 50.00
Survey Party, 2-Man*	\$235.00

**EQUIPMENT CLASSIFICATION:**

Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%

\*Public Works Prevailing Wage Rate



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers

**DATE:** October 16, 2012

**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*

**FROM:** Eric Lucero, Operations Manager  
Carol Scianna, Environmental Services Manager

**SUBJECT:** City Wastewater Operations- Evaluation of Maintenance Options

---

**RECOMMENDATION:** Approve staff recommendation for City staff to resume the operations, maintenance and management of all Wastewater operations rather than renewing contract with Southwest Water Inc. (SWW) or another service provider.

**BACKGROUND:**

At the Council meeting on September 18, 2012, staff brought the above recommendation to Council. After some discussion there were several questions that were raised by Council and more information was requested.

Staff has provided the following:

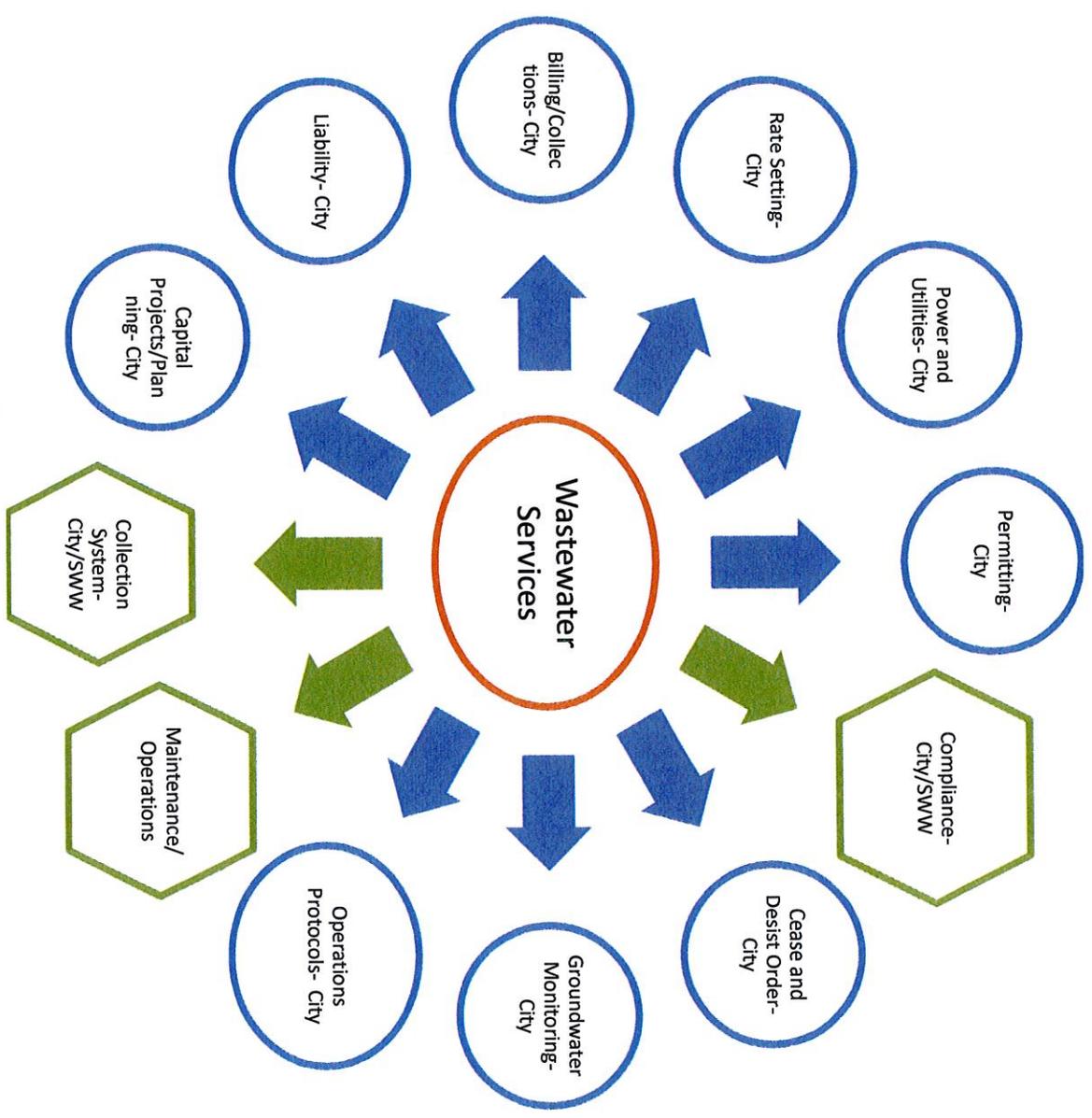
- Tables that more clearly details various aspects and tasks associated with the Wastewater Operations & Management and who carries out those tasks
- An organization chart that details current and future staffing levels.
- Budget detail information that breaks down in more detail the expenses related to the Wastewater Operations & Management

Staff has also included a copy of the September 18, 2012 Staff Report which outlines the justification for the recommendations.

**FISCAL IMPACT:**

- Attachment 1: Service Overview Tables
- Attachment 2: Public Works Organizational Chart
- Attachment 3: Budget Detail
- Attachment 4: September 18, 2012 Staff Report

# City of Winters Wastewater Services



## Wastewater Services Overview

<i>Service/Operation</i>	<i>Provider/Responsibility</i>	<i>Description</i>	<i>Comments</i>
Compliance	SWW/City	Monthly and Annual Reports prepared by SWW which includes monitoring and sampling as req'd- Reports reviewed and submitted by City to RWQCB,	There have been no compliance issues since the Cease and Desist
Groundwater Monitoring	City/ Luhdorff & Scalmanini (L&S)	City has continued and expanded the required monitoring, reporting is now required twice a year.	Reports reviewed and submitted by City
Maintenance/Operations	SWW/City	SWW performs daily inspection and maintenance of all WW facilities and responds to customer call outs. City plays a significant role in assisting with all maintenance requirements at the lift stations, East Street Pump Station and WWTF.	When equipment repairs are req'd , City is consulted and assists.
Capital Planning/Projects	City/Ponticello	City with assistance of engineers has planned and managed all capital projects.	

[REDACTED]

Electricity	City	City pays all utilities at all WW facilities	City installed Solar array at WWTF to reduce costs
[REDACTED]			

# Maintenance Services

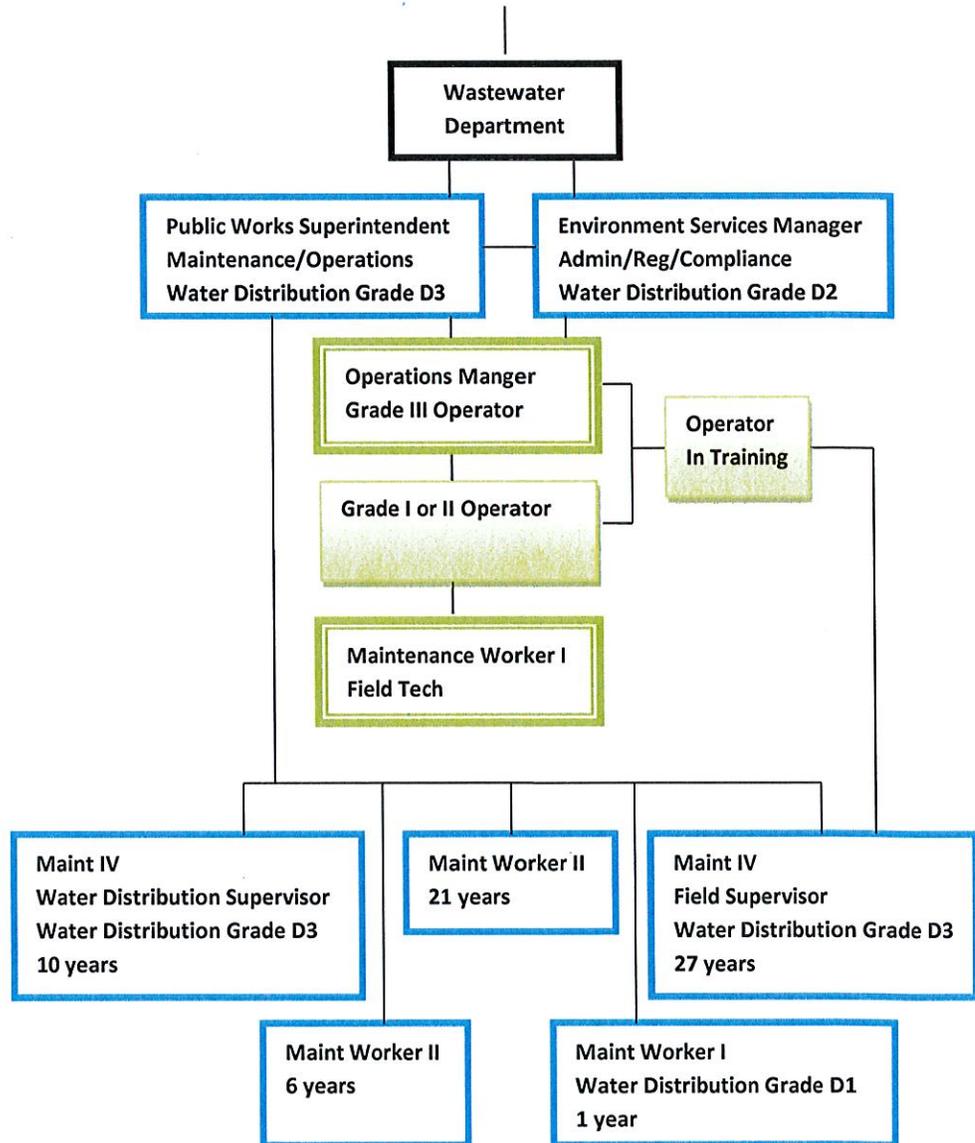
## WWTP

### Current vs Proposed

#### Current Contract



#### Proposed



# Maintenance Services

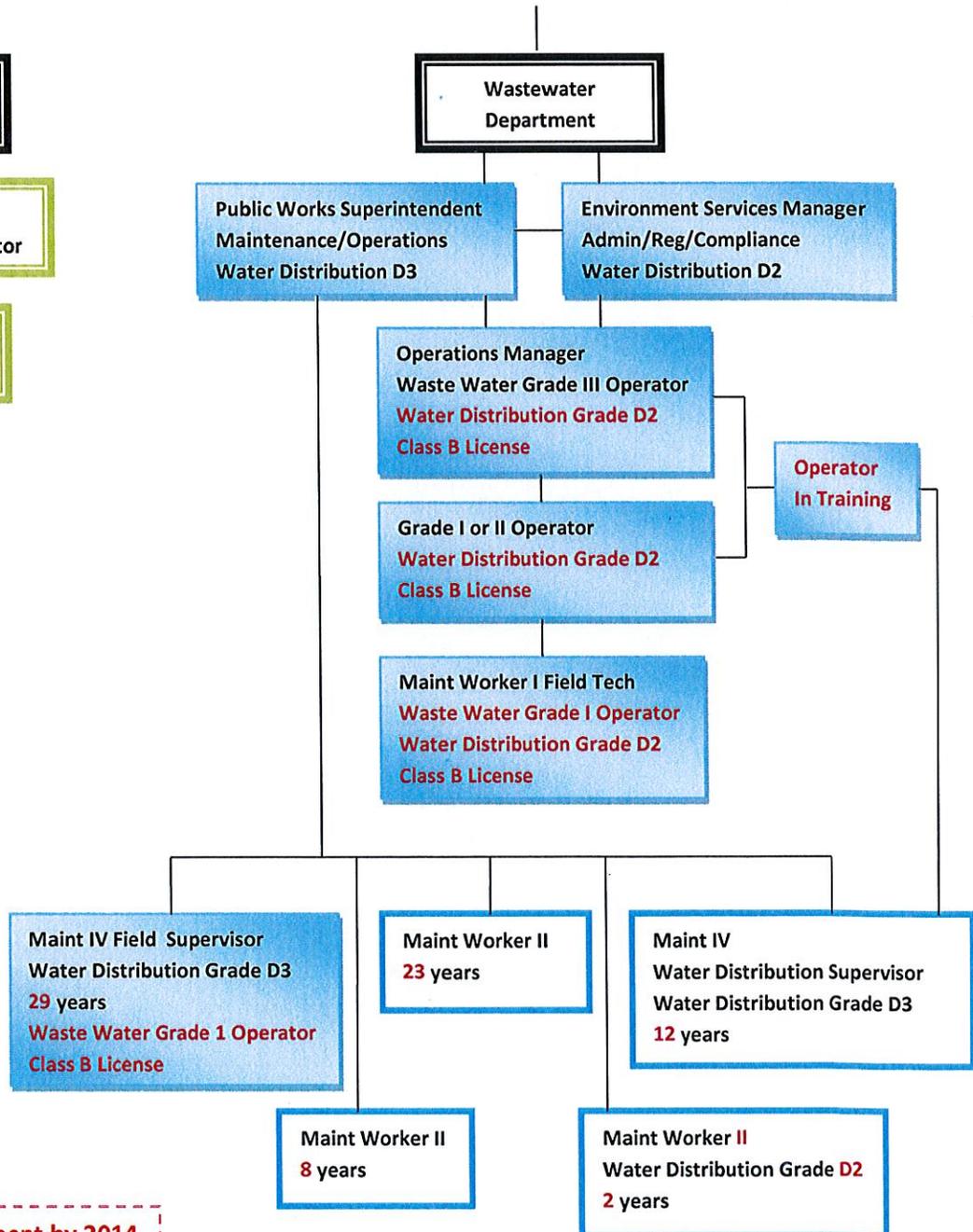
## WWTP

### Current vs Proposed 2014

#### Current Contract 2014



#### Proposed 2014



Expected level of advancement by 2014

Attachment #3  
City of Winters

Budget Information for the Sewer System  
City of Winters  
Sewer Operation and Maintenance  
City Operation Projected costs

	2011-2012	2012-2013	2012-2013	2013-2014	2014-2015	2015-2016
	Estimates	Budgeted	Projected	Projected	Projected	Projected
Allocated Cost	\$ 397,699	\$ 435,602	\$ 464,160	\$ 485,583	\$ 527,495	\$ 558,756
Salaries and Benefits	51,271	61,066	210,546	252,621	306,463	362,874
Contractual Services	335,255	340,000	179,617	37,950	39,089	40,261
Professional Services	34,500	40,083	90,825	41,566	50,100	51,600
Supplies and Material	11,000	21,000	29,000	29,000	46,500	47,895
Utilities	211,875	211,875	211,875	211,875	112,600	116,000
Other Operating Expenses	442,516	389,613	490,813	433,310	447,904	454,143
Depreciation	82,605	82,605	82,605	82,605	82,605	82,605
Capital Projects	43,000	293,254	243,254	96,772	91,100	93,800
Start Up Capital Costs			147,000			
Total Expenditures	\$ 1,609,721	\$ 1,875,098	\$ 2,149,694	\$ 1,671,283	\$ 1,703,856	\$ 1,807,934
Estimated Expenditures with Contract Savings (deficit)	1,609,721	1,875,098	1,875,098	1,692,771	1,657,477	1,704,323
			(274,596)	21,488	(46,379)	(103,611)

2012-2013 Capital Projects include  
Extensive Spray Field Repair \$ 80,000  
Sewer Rate Plan Analysis 15,000  
El Rio Villa MCC Project 127,574  
20,680

2012-2013 Contract Services Include  
Sewer thru end of Contract \$ 129,617  
Consulting Services 50,000  
179,617

2012-2013 Start Up Capital Costs Include  
3 F-150 Trucks @\$26,000 each \$ 78,000  
1 Kubota Tractor 30,000  
1 Quad 4,000  
1 Hydro Trailer 35,000  
147,000

Professional Services Include  
Calibration of Generator \$ 3,500  
Vactor Service 34,450  
WDR Application 50,000  
Other Services 2,875  
90,825

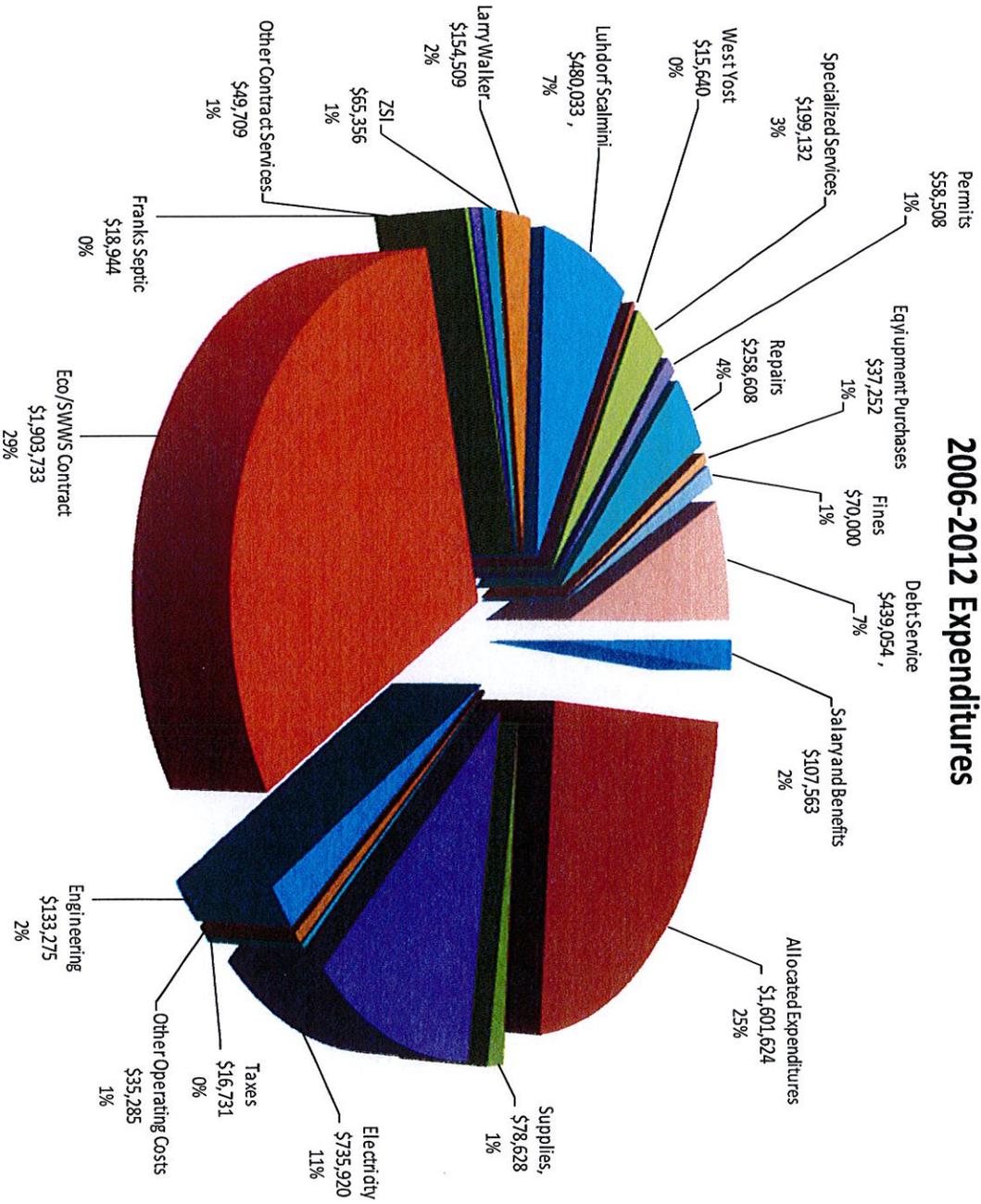
2013-2014 and throughout the increased costs are mostly due to projected increase in PERS and health insurance rates for employees. For planning purposes, these are estimated on the higher side to be conservative in the amount of funds required to run the system.

2012-2013 and each year thereafter includes funding of \$39,750 for cleaning a portion of the sewer lines each year.

Included in the figures is a \$10,000 contingency, for "unknowns" such as overtime for call out and other unforeseen costs. Average overtime for the water system, which is city operated is approximately \$4,000 per year.

Attachment #3  
 City of Winters  
 Budget Information for the Sewer System  
 Historical Expenditures

2006-2012 Expenditures



Attachment #3  
 City of Winters  
 Budget Information for the Sewer System  
 Historical Expenditure Summary

	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	Total
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
Salary and Benefits	\$ (2,411)	\$ -	\$ -	\$ -	\$ 61,251	\$ 48,724	\$ 107,563
Allocated Expenditures	\$ 211,778	\$ 245,679	\$ 260,798	\$ 263,165	\$ 283,660	\$ 336,543	\$ 1,601,624
Supplies	\$ 33,613	\$ 6,417	\$ 728	\$ 3,102	\$ 11,228	\$ 23,540	\$ 78,628
Electricity	\$ 63,016	\$ 83,567	\$ 77,011	\$ 98,999	\$ 194,196	\$ 219,131	\$ 735,920
Taxes	\$ 2,689	\$ 2,715	\$ 2,770	\$ 2,833	\$ 2,855	\$ 2,870	\$ 16,731
Other Operating Costs	\$ 6,825	\$ 5,157	\$ 5,577	\$ 2,563	\$ 298	\$ 14,866	\$ 35,285
Engineering	\$ 65,860	\$ 39,220	\$ 9,381	\$ 8,700	\$ 5,356	\$ 4,759	\$ 133,275
Eco/SWWS Contract	\$ 325,273	\$ 288,244	\$ 302,058	\$ 325,505	\$ 327,397	\$ 335,255	\$ 1,903,733
Franks Septic	\$ 825	\$ 10,650	\$ 3,975	\$ 2,400	\$ 1,094	\$ -	\$ 18,944
Other Contract Services	\$ 3,171	\$ 794	\$ 40,593	\$ 2,575	\$ 875	\$ 1,700	\$ 49,709
ZSI	\$ -	\$ -	\$ 2,156	\$ 7,677	\$ 11,220	\$ 44,303	\$ 65,356
Larry Walker	\$ 59,157	\$ -	\$ 91,484	\$ 2,321	\$ -	\$ 1,548	\$ 154,509
Luhdorf Scalmini	\$ 147,473	\$ 163,873	\$ 66,522	\$ 38,584	\$ 30,677	\$ 32,904	\$ 480,033
West Yost	\$ 15,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,640
Specialized Services	\$ 108,411	\$ 90,721	\$ 10,544	\$ 10,279	\$ 10,560	\$ 12,594	\$ 199,132
Permits	\$ 7,514	\$ 7,017	\$ -	\$ -	\$ 2,879	\$ 114,549	\$ 258,608
Repairs	\$ 14,653	\$ 126,527	\$ -	\$ -	\$ -	\$ -	\$ 37,252
Eq/Upment Purchases	\$ 37,252	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Fines	\$ -	\$ -	\$ -	\$ -	\$ 150,208	\$ 288,846	\$ 439,054
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 1,100,739.22	\$ 1,140,581.36	\$ 873,598.33	\$ 768,700.68	\$ 1,093,753.99	\$ 1,482,131.88	\$ 6,459,505



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** September 18, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Eric Lucero, Operations Manager  
 Carol Scianna, Environmental Services Manager  
**SUBJECT:** City Wastewater Operations- Evaluation of Maintenance Options

---

**RECOMMENDATION:** Approve staff recommendation for City staff to resume the operations, maintenance and management of all Wastewater operations rather than renewing contract with Southwest Water Inc. (SWW) or another service provider.

**BACKGROUND:**

***System Overview***

The City's Wastewater Treatment Operations has the capacity to treat .92 million gallons of wastewater per day (MGD). The year round average treated is .6 MGD.

There are several parts to the City's wastewater system:

- The Wastewater Treatment Facility (WWTF) north of town has four aeration ponds, one effluent polishing pond, four storage ponds and two land application areas totaling 170 acres
- The Headworks located downtown, all of the City's effluent is gravity fed to this facility and then pumped up via a forced main line up to the WWTF to be treated
- There are four other lift stations that assist in getting effluent down to the headworks this includes one at El Rio Villa and the new lift station out by the freeway
- The final part of the system are the 90,000 lineal ft (lf) of collection lines

### **Regulatory Requirements**

In addition to the day to day operations and maintenance required to keep the City's wastewater system running smoothly there are numerous regulatory and requirements. The agency that oversees the City's Waste Discharge Requirements (WDR) is the Regional Water Quality Board RWQCB. There are numerous reporting, monitoring and operations requirements to remain in compliance with the RWQCB, some of these include:

- Monitoring influent and effluent daily flows
- Weekly and monthly sampling of various constituents ie. pH, dissolved oxygen, total dissolved solid, total coliform, etc
- Monthly Self Monitoring Reports (SMR)
- Annual Reports
- Monthly Sanitary Sewer Spill or No Spill Reporting
- Groundwater Reporting

*Southwest Water* has been under contract since 1994 to operate the City's Wastewater Plant Operations. As per their contract duties include:

- All operations and maintenance of the WWTF, the headworks and lift stations
- Maintain the part of the lateral service lines that are the City's responsibility
- Clean 53,000 lf of sewer collection lines annually and related manholes
- Clean 10,000 lf of storm drains and catch basins
- Mowing and weed abatement of WW facilities
- On call response to sewer related call outs
- Prepare monthly report in preparation for City's submittal to RWQCB

#### *City Wastewater system Responsibilities:*

- Ensure regulatory compliance with all agencies as require
- Sewer line repair and replacements both laterals and mainlines as needed
- Groundwater compliance
- Finance and manage all capital projects

### **Options for Future Wastewater Operations**

The current contract with SWW is due to expire on December 1, 2012. The City's options are:

1. Negotiate a new contract for continued services with SWW
2. Bid requests for a new service provider
3. Implement a City operated system

*Option 1:* SWW is interested in renewing their contract with the City. Their contract has a 15% overhead and profit margin built into it. There is also an annual CPI increase the historically has ranged from 1.5-3.5%. SWW staff in the last few months has provided very good service, however given their history staff has serious concerns as to whether the current level of service will be maintained if the contract were renewed.

*Option 2: Bid.* A bid will take a fair amount of staff time and money. Given the nature of contract service providers, the potential for higher costs is very real and the uncertainty as to whether a different provider would achieve the goal of a improved management and maintenance of the City's Wastewater operations.

*Option 3:* In house operations and maintenance would result in better management and control of WW facilities and equipment. Risk management would improve due to a higher level of communication and ongoing maintenance.

The elimination of the contract essentially eliminates a layer of operational management which exists within the current arrangement. While City and SWW crews regularly work together, the current management of line personnel is located two hours away in Corning. The arrangement is cumbersome to say the least. City operation will allow for better control and supervision of the operations.

The City also benefits from this arrangement in accountability for capital replacement and maintenance. During the past 10 years under contract, the City has incurred expenses due to the ramifications of deferred maintenance and capital loss. The ability of the City to have control of the equipment and facilities is anticipated to result in higher efficiencies and an overall reduction in loss.

City staff has a proven record in its management of other facilities and infrastructure. Taking on these added responsibilities will allow staff to fully utilize their current skills as well as expanding on new knowledge with the cross training opportunities with this new division. Staff is up to the challenge of taking on these new responsibilities and will be able to provide a higher level of service for our residents with increased reliability.

### **New Organization Structure**

The proposal for City operation of the facility will include the following:

- **Personnel:** The City will increase the current staffing by 3 full time employees and the responsibilities of the Public Works Manager support will increase slightly. The affect will be the ability of the City to cross train and equip staff in water, wastewater and field services resulting in a better response capability and continuity of operations.
- **Operations:** The proposal includes expanding the collection system maintenance

significantly with an additional \$40,000 per year in line maintenance.

- **Capital Investment:** The budget includes an average budget of \$94,000 annually in capital improvements to include line and distribution improvements which are currently not occurring. The capital replacement plan includes and aggressive investment in deferred maintenance at the Wastewater Treatment Facility.
- **Consulting:** During the transition, Year 1 includes hiring a consultant on a part time basis to assist with the transition phase and during our first year of operations to ensure we are meeting all compliance and maintenance issues. Please see Attachment 1 organization charts for more details.

The basis for the recommendation of City operation is a combination of efficiency improvements, capital management and the need for closer control of our operations. The City is ultimately responsible for all aspects of our wastewater enterprise and operations and the control of the maintenance elements is seen as an important element at this juncture.

**FISCAL IMPACT:** The overall fiscal costs are shown in Attachment 3 of this report. Absent capital purchases (start-up) in the first year (\$147,000), consulting costs (\$50,000) in the first year and the increased costs for collection system maintenance (\$39,750) in each of the four years projected, the fiscal impact will have an overall positive impact on the City finances of approximately \$54,000 annually.

City will need to purchase equipment that is currently being provided by SWW. These items include: Pickup trucks, tractor, hydro trailer and quad. It is estimated that the first year 2012-13 the City will need to do a budget adjustment for \$274,500 to cover equipment, materials and services. The funds will come from capital reserves in the wastewater budget. We are optimistic that more savings will be discovered with the ability to share equipment and staff more fully between departments.

**For a more detailed analysis please refer to the Technical Memorandum -Attachment 3 included in this packet.**

Attachment 1: Public Works Organizational Charts

Attachment 2: Sewer Operations Projected Costs and Savings

Attachment 3: Technical Memorandum



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** October 16, 2012  
**FROM:** John W. Donlevy, Jr., City Manager *[Signature]*  
**SUBJECT:** Approval of Access Point/Repeater Agreement with Winters Broadband, LLC

---

**RECOMMENDATION:** That the Council approve the Access Point/Repeater Agreement with Winters Broadband, LLC.

**BACKGROUND:** Winters Broadband provides internet access services to members of the Winters community both inside and outside of the City limits however there is still a large segment of the rural community without service. To help bridge this digital divide Winters Broadband has requested to enter into a contract with the City of Winters to locate a wireless local area network (WLAN) access point/repeater on the old police department tower located on the southwest corner of the lot outside of City Hall.

In return for locating the equipment on the tower, Winters Broadband agrees to provide free internet access services to schools, libraries, public safety facilities or non-profit organizations that benefit the citizens of Winters. Winters Broadband also agrees to provide free internet access services to any projects that are done as a joint venture between Winters Broadband and the City of Winters. Initially it is planned that free internet service will be provided to RISE, Inc. in the Rogers Building and to the Winters Visitors Center allowing members of the public free internet access at the Visitors Center. The City, based on the public benefit of the project, has agreed to waive all City planning and permit fees however Winters Broadband will be responsible for any fees associated with the State of California.

Additionally, an annual fee of \$30 will be paid by Winters Broadband to the City to cover electric usage charges. The equipment draws very low voltage and this annual fee is deemed sufficient to cover the cost.

**FISCAL IMPACT:**  
Negligible – The City will receive \$30 annually to cover electric usage charges.

**ATTACHMENTS:**  
1. Winters Broadband, LLC Access Point/Repeater Agreement

## **Winters Broadband LLC Access Point/Repeater Agreement**

This Agreement is entered into by and between Winters Broadband LLC ("Winters Broadband") and the City of Winters ("CITY") this \_\_\_\_ day of September, 2012. This Agreement sets forth the terms and conditions under which CITY agrees to allow Winters Broadband to install and operate a WLAN (Wireless Local Area Network) Access Point/Repeater from CITY property located at the southwest corner tower of 318 First Street, Winters, California and to install a wireless unit on the CITY property at 201 First Street, Winters, California. CITY is allowing this access to promote the interest of the citizens and general public that would allow Winters Broadband, to:

- Provide free Internet access services to schools, libraries, public safety facilities or nonprofit organizations that benefit the citizens of Winters.
- Provide free Internet access services to any projects that are done as a joint venture between Winters Broadband and the City of Winters.

### **1. WLAN REPEATER**

The WLAN Access Point/Repeater equipment that shall be installed at the location shall consist of the following items:

- A directional antenna with integrated wireless unit to connect the location to the Winters Broadband network. A second directional antenna may be added to the location to provide a backup link to the Winters Broadband network.
- An omni-directional antenna or sector antenna/s with associated WLAN unit/s which will form the basis of the Access Point/s to be used to provide a service to customers.
- A weather proof enclosure which contains the WLAN power controller. This enclosure shall be mounted on the wall of 108A Main Street, to the right of the power utility box.

### **2. FEES**

Because of the expected benefit to the public, CITY agrees to allow Winters Broadband to install and operate the Access Point/Repeater at no charge. CITY agrees to waive any City of Winters planning and permit fees, though Winters Broadband shall be solely responsible for any associated State of California planning or permit fees.

Winters Broadband will pay CITY an annual amount of \$30 to cover any electric usage charges.

### **3. POWER**

CITY agrees to allow Winters Broadband to get an electrical contractor to provide a 110V power feed to the Winters Broadband WLAN Access Point/Repeater enclosure, connecting it to a new breaker in the adjacent power distribution panel. CITY agrees to allow Winters Broadband and its subcontractors reasonable access to the installed WLAN Access Point/Repeater for maintenance. CITY agrees to make a reasonable effort to keep the power

source connected at all times, notifying employees, services professionals or others who will have access to the power source, that it should not be disconnected. CITY also agrees to notify Winters Broadband of any scheduled power outages.

#### **4. USE NOT IN CONFLICT WITH CITY**

Winters Broadband specifically agrees that its access and use will not in any way interfere with CITY's other operations, specifically public safety operations, and agrees to alter, change or terminate its use upon such interference.

#### **5. INITIAL TERM OF ONE YEAR**

CITY and Winters Broadband agree to an initial term of One year, beginning October 1, 2012 and ending September 30, 2013. The Term may be sooner terminated by either party on six months' notice to the other. Absent any notice at the end of the Agreement term, this Agreement shall automatically renew for another one year term on the same terms and conditions.

#### **6. INDEMNITY AND INSURANCE**

(a) Indemnity. Winters Broadband agrees to protect, defend, indemnify, and hold harmless CITY and its respective partners, affiliates, subsidiaries, directors, officials, officers, successors and assigns, agents, employees, volunteers, and representatives harmless from and against any and all liabilities, claims, expenses, losses and damages, orders, fines, penalties and expenses of any kind whatsoever (including but not limited to reasonable attorneys fees and costs) that may at any time be asserted against CITY arising out of or in connection with the Agreement (except to the extent caused by CITY's sole or active negligence or willful misconduct), or resulting from or in connection with the obligation to comply with all laws with respect to the Premises, including, without limitation, all applicable federal and state labor laws and standards.

(b) Insurance. Winters Broadband shall carry such insurance as required of under CITY standards, as follows:

Winters Broadband shall maintain a commercially available general liability policy insuring against bodily injury and property damage at the location in the amount of not less than One Million Dollars (\$1,000,000). CITY shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CITY. Winters Broadband waives all rights of subrogation against CITY and its agents, representatives, officers, directors and employees for recovery of damages to the extent these damages are covered by insurance maintained pursuant to this Agreement. Winters Broadband shall furnish CITY with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Such certificates shall provide for thirty (30) days written notice to CITY prior to the cancellation or material change of any insurance referred to herein.

(c) Release. Winters Broadband fully releases and discharges CITY from all and any manner of rights, demands, liabilities, obligations, claims, or cause of

actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the CITY arising out of or in connection with this Agreement, except to the extent caused by CITY's sole or active negligence or willful misconduct. Winters Broadband acknowledges and agrees that the Release and waiver set forth in this section is material consideration for CITY's Agreement of the use by Winters Broadband of CITY property on the terms set forth herein and that, but for this Release and waiver, CITY would not have Agreed to the use of the location by Winters Broadband. It is hereby intended that the above Release relates to both known and unknown claims that the Winters Broadband may have, or claim to have, against the CITY with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with the items set out above, the Winters Broadband expressly waives any rights under California Civil Code section 1542, which provides:

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

#### **7. ATTORNEYS' FEES**

If CITY or Winters Broadband (each a "party") brings an action to enforce the terms of this Agreement, to declare rights hereunder or for any other relief against another party or parties, the prevailing party in any such action, on trial and appeal, shall be entitled to its reasonable attorneys' fees and costs of suit to be paid by the losing party as fixed by the Court.

#### **8. NOTICES**

All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the addresses indicated below, or to such other place as CITY or Winters Broadband may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

To CITY:                      City of Winters  
   Attn: John W. Donlevy, Jr. City Manager  
   318 First Street  
   Winters, CA 95694  
   Telephone: (530) 795-4910  
   Facsimile: (530) 795-4935

To Winters Broadband:

Winters Broadband -  
Attn: BRIAN HORN  
455 Russell Street  
Winters, CA 95694  
Telephone: (530) 852-7990

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

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

CITY:

City of Winters

By: \_\_\_\_\_

Its: City Manager

ATTEST:

~~NANCY G. MILLS~~, Winters City Clerk

Approved as to Form:

By: \_\_\_\_\_  
John C. Wallace, City Attorney

WINTERS BROADBAND:

WINTERS BROADBAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Owners/Authorized Officers



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/17/2012

**PRODUCER**  
GIROUX INSURANCE SERVICES  
470 MASON ST., #317A  
VACAVILLE, CA. 95688

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
WINTERS BROADBAND LLC  
466 RUSSELL STREET  
WINTERS, CA. 95694

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE HARTFORD INSURANCE CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INDR ADD'L LTS UNRSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. / ECT <input type="checkbox"/> LOC.	57SBRH7386	04/01/2012	04/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				POLICY STATUTORY LIMITS <input type="checkbox"/> UMBRELLA E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE ABOVE CAPTIONED POLICY PER DOCUMENTATION ENCLOSED.

10 NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM.

## CERTIFICATE HOLDER

CITY OF WINTERS  
316 1ST. STREET  
WINTERS, CA. 95694

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council members  
**DATE:** October 16, 2012  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** John C. Wallace, City Attorney  
**SUBJECT:** Catholic Church Property - 511 Main Street (Parish Hall Property)  
**Acceptance of Easement Deed**

---

**RECOMMENDATION:** Motion for Acceptance of Easement Deed, authorize Mayor and Clerk to Execute Acceptance.

**BACKGROUND:** As part of the Catholic Church property on the Parish Hall property, easements had to be deeded to the City. The executed Grant Deed is attached. The Deed cannot be recorded until "Acceptance" of the Easements by the Winters City Council. The Form of the Acceptance is also attached, for the Council's review and signature.

**FISCAL IMPACT:** None.

Recorded at the request of:  
CITY OF WINTERS

Return to:  
City of Winters  
318 First Street  
Winters, CA 95694

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: St. Anthony's Expansion  
Grantor: Roman Catholic Bishop of Sacramento  
Parcel No.:

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, ROMAN CATHOLIC BISHOP OF SACRAMENTO (Grantor), GRANT(S) to the CITY OF WINTERS, A MUNICIPAL CORPORATION, the following described real property situate in the City of Winters, County of Yolo, State of California:

A public Right-of-Way in fee and Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described in Exhibits A-1, A-2 and Exhibit B attached hereto and made a part hereof, and;

The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

**Grantor Further Grants to Grantee the right to:**

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
3. Review and control all signage and other appurtenances on said easement.
4. Review and control all vehicle access across said property

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The person or persons signing below represent that he/she/they is/are the party/parties with an interest in the property described herein.

Dated this 18 day of July, 2012.

GRANTOR:

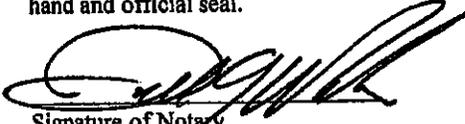
By: Rev. Michael J. Hebda

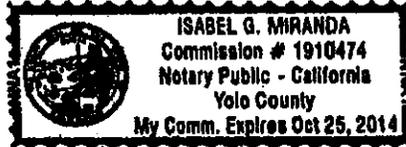
By: Rev. Michael J. Hebda

Project: St. Anthony's Church  
Grantor: Roman Catholic Bishop of Sacramento  
Parcel No.:

Its: \_\_\_\_\_  
State of California  
County of Yolo

On July 18, 2012 before me, Isabel G. Miranda, Notary Public, personally appeared Michael Joseph Hebdaw, 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 acknowledge to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signatures(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.

  
Signature of Notary



Project: St. Anthony's Church  
Grantor: Roman Catholic Bishop of Sacramento  
Parcel No.:

EXHIBIT A-1

**RIGHT-OF-WAY DEDICATION**  
to the  
**CITY OF WINTERS**

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of projected Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, in Rancho Rio De Los Putos, and also being a portion of Parcel A as shown on that certain map filed in Book 14 of Maps, at Pages 89 through 91, said County Records, being more particularly described as follows:

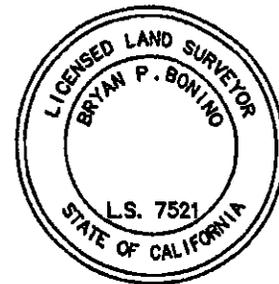
BEGINNING at the Southwest corner of said Parcel A; thence, along the Westerly line of said Parcel, North 25° 00'00" West 472.21 feet to the beginning of a tangent curve to the right having a radius of 20.00 feet and a central angle of 90° 00'00"; thence, Northeasterly along said curve an arc distance of 31.42 feet to the Northerly line of said Parcel; thence, along said Northerly line, North 65° 00'00" East 478.28 feet to the Northeast corner of said Parcel; thence, along the Easterly line of said Parcel, South 25° 00'00" East 24.00 feet; thence, leaving said East line and along a line parallel to and 24.00 feet Southerly of as measured by right angles from the Northerly line of said Parcel, South 65° 00'00" West 465.28 feet to the beginning of a tangent curve to the left having a radius of 30.00 feet and a central angle of 90° 00'00"; thence, Southwesterly along said curve an arc distance of 47.12 feet to a point on a line parallel to and 3.00 feet Easterly of the Westerly line of said Parcel; thence, Southerly along said parallel line, South 25° 00'00" East 438.21 feet to the Southerly line of said Parcel; thence, along said Southerly line, South 65° 00'00" West 3.00' to the POINT OF BEGINNING.

Containing 13,471 square feet (0.309 acres) of land, more or less.

The basis of bearings for this description is the Westerly line of said Parcel A, shown as N25° 00'00"W on said map.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors' Act.

End of description.



  
Bryan P. Bonino

6/17/12  
Date

**EXHIBIT A-2**

**PUBLIC UTILITY EASEMENT DEDICATION**  
**to the**  
**CITY OF WINTERS**

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of projected Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, in Rancho Rio De Los Potos, and also being a portion of Parcel A as shown on that certain map filed in Book 14 of Maps, at Pages 89 through 91, said County Records, being more particularly described as follows:

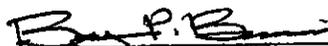
BEGINNING at a point on the Southerly line of said Parcel A; said point bearing North 65°00'00" East 3.00 feet from the Southwest corner of said Parcel; thence, leaving said Southerly line and along a line parallel to and 3.00 feet Easterly of the Westerly line of said Parcel A, North 25°00'00" West 438.21 feet to the beginning of a tangent curve to the right having a radius of 30.00 feet and a central angle of 90°00'00"; thence, Northeasterly along said curve an arc distance of 47.12 feet to a point 24.00 feet South of the Northerly line of said Parcel A; thence, along a line parallel to and 24.00 feet Southerly of said Northerly line, North 65°00'00" East 465.28 feet to the Easterly line of said Parcel; thence, along said Easterly line, South 25°00'00" East 10.00 feet; thence, leaving said Easterly line and along a line parallel to and 34.00 feet Southerly of the Northerly line of said Parcel, South 65°00'00" West 465.28 feet to the beginning of a tangent curve to the left having a radius of 20.00 feet and a central angle of 90°00'00"; thence, Southwesterly along said curve an arc distance of 31.42 feet to a line parallel to and 13.00 feet Easterly of the Westerly line of said Parcel; thence, Southerly along said parallel line, South 25°00'00" East 438.21 feet to the Southerly line of said Parcel; thence, along said Southerly line, South 65°00'00" West 10.00 feet to the POINT OF BEGINNING.

Containing 9,428 square feet (0.216 acres) of land, more or less.

The basis of bearings for this description is the Westerly line of said Parcel A, shown as N25° 00'00"W on said map.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors' Act.

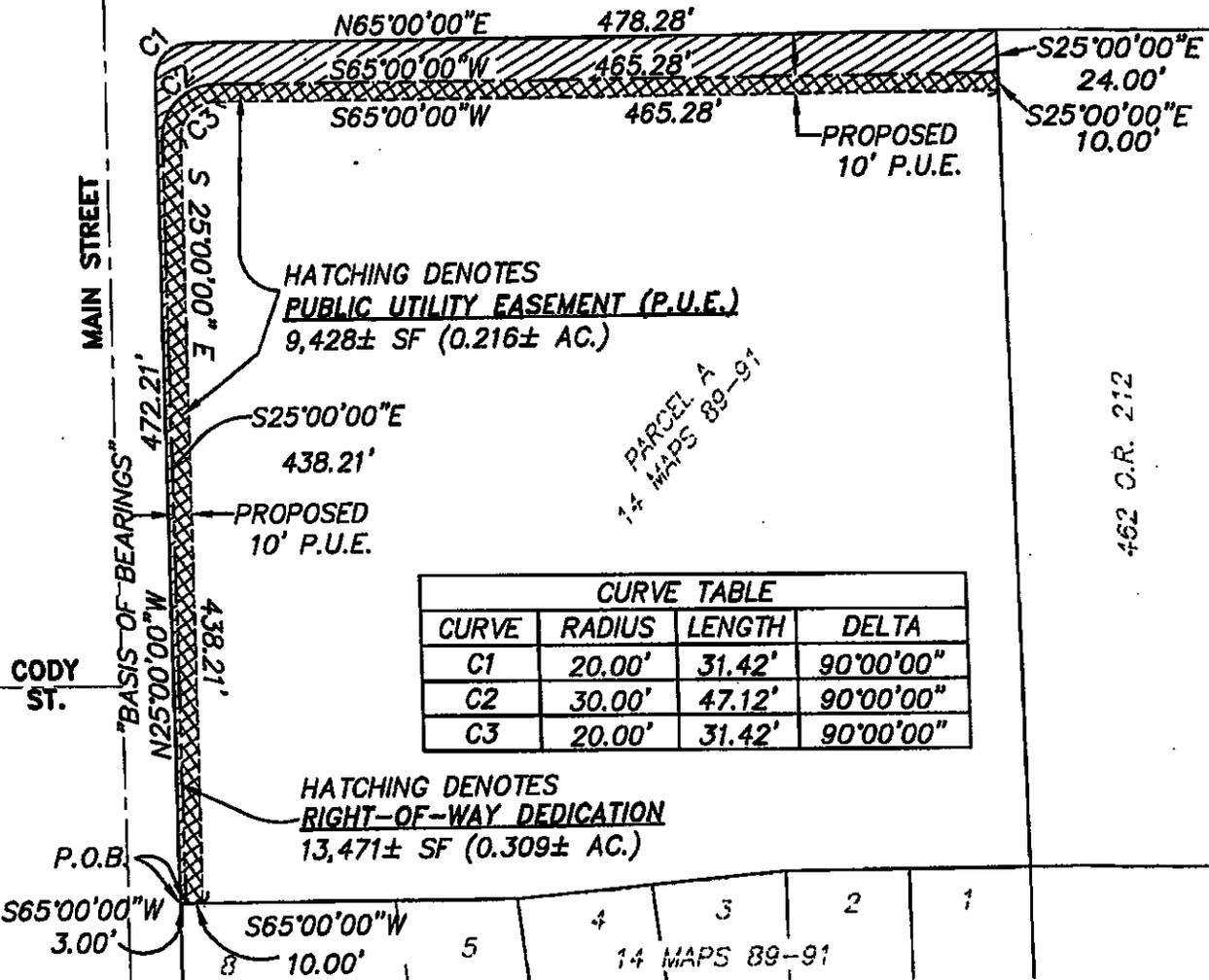
End of description.

  
Bryan P. Bonino

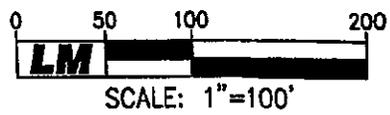
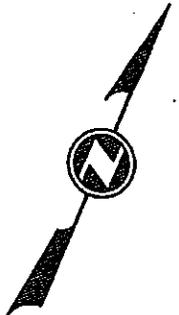
6/17/12  
Date

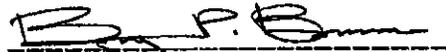


GRANT AVENUE



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	20.00'	31.42'	90°00'00"
C2	30.00'	47.12'	90°00'00"
C3	20.00'	31.42'	90°00'00"



  
 BRYAN P. BONINO

DATE: 6/16/12

\*THIS EXHIBIT WAS PERPARED BY ME OR UNDER MY  
 DIRECTION IN ACCORDANCE WITH SECTION 8761 OF THE  
 PROFESSIONAL LAND SURVEYORS'ACT.

**LM LAUGENOUR AND MEIKLE**  
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING  
 608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755  
 P.O. BOX 828, WOODLAND, CALIFORNIA 95778 · FAX: (530) 862-4502

**EXHIBIT B**  
 TO ACCOMPANY DESCRIPTIONS  
RIGHT-OF-WAY DEDICATION  
 TO THE  
**CITY OF WINTERS**  
 BEING A PORTION OF PROJECTED  
 SECTION 21, TOWNSHIP 8 NORTH, RANGE  
 4 EAST, M.D.B.&M.,  
 CITY OF WINTERS,  
 YOLO COUNTY, CALIFORNIA  
 JUNE 15, 2009 SHEET 1 OF 1

X:\Land Projects\1451-20\dwg\1451-20\_Base\_1\_Topo.dwg

**City of Winters  
Certificate of Acceptance**

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant, attached hereto, to the City of Winters, a municipal corporation and General Law City, is hereby accepted by the undersigned Mayor and City Clerk, on behalf of the City of Winters pursuant to authority conferred by Resolution of the Winters City Council adopted on October 16, 2012, and the grantee consents to recordation thereof by it duly authorized officers.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cecilia Aguiar-Curry, Mayor  
City of Winters

Attest:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nanci G. Mills  
City Clerk  
City of Winters