

**Committee on Capital Investments
Agenda**

Date/Time: February 16, 2023, 3:00 p.m.

Location: Virtual Meeting

Join Zoom Meeting by PC <https://yolocounty.zoom.us/j/86963886215>

Join by Phone: 669-444-9171, Meeting ID: 869 6388 6215#

Attendees: Angel Barajas, Lucas Frerichs, Gerardo Pinedo, Jill Perez, Chad Rinde, Ryan Pistochini, Lee Gerney, Nolan Sullivan, Leslie Lindbo, Vin Cay, Todd Riddiough, Alexander Tengolics, Tara Thronson, Monica Rivera, Catherine Diaz

Meeting Purpose: Provide feedback to staff on current and future capital projects and the County’s capital investments.

Time	Discussion Topic	Facilitator
3:00 – 3:05	Call to Order	
3:05 – 3:10	Approval of Agenda	
3:10 – 3:15	Public Comments	
3:15 – 3:20	Broadband	Gerney
3:20 – 3:25	IT Projects	Gerney
3:25 – 3:35	Road Projects Decision Criteria/Process	Riddiough
3:35 – 3:45	Road Projects Status	Riddiough
3:45 – 3:50	Active Project Tracking Status Sheet	Pistochini
3:50 – 4:00	Agriculture Shop	Pistochini
4:00 – 4:10	Cannabis Modular	Pistochini
4:10 – 4:20	Tuli Mem Park Update	Pistochini
4:20 – 4:25	Committee Member Requests	
4:25 – 4:30	Meeting Location	
Next Meeting(s):	Next Team Meeting: <ul style="list-style-type: none"> ○ Date: March 16, 2023, at 3:00 p.m. ○ Location: ○ Agenda: <ul style="list-style-type: none"> ○ County Department/Building Moves ○ CrisisNow 	

RPI to Yolo PMO STATUS DASHBOARD



Reporting Period

01/30/23

-

02/03/23

Program Resources

- [RAID Log](#)
- [RAID Log Form](#)
- [Conflict Dates Calendar](#)
- [Testing Issue Form](#)
- [Meeting Requests & Tracker](#)

General Updates

-

OVERALL STATUS

The overall project status remains yellow to keep focus on the slippage with the payroll parallel. A lot of progress over the last week to complete the processing for the test pay cycles and the reconciliation to the production system. The payroll test cycle has been completed and the pay cycle has been closed. Additional areas that were dependent on the close of the pay cycle are currently being tested. This includes testing of benefits, custom interface testing and custom report testing. One incident will be opened with Infor related to the posting of the payroll to the General Ledger but overall the testing went well. The data migration is complete and turned over to the testing team on 2/3/2023 to start the post-migration tasks. The teams have shifted their focus to post-migration tasks and validation of data in preparation User Acceptance testing, UAT is schedule to start February 20th for the SCM team and 27th for the Finance team. We are solidifying the remaining schedules this week and will publish the dates once finalized. The team is also working on the cutover strategy which will drive the development of the detailed cutover plan.

Program Status



HCM/Payroll Status



Finance Status



Supply Status



Technical Status



Yolo Status



Program Risk

1

Critical

3

High

HCM Issues/Risk

0

Critical

1

High

Fin. Issues/Risk

0

Critical

1

High

Supply Issues/Risk

0

Critical

2

High

Tech Issues/Risk

1

High

Total Open Risks

5

Total

Road Projects Decision Criteria

1. Select methods and sequencing to allow material recycling, where feasible, to enhance sustainability.
2. Use the County's Pavement Management System to quantitatively identify candidate projects and treatments.
3. Give priority to corridors that serve the most traffic.
4. Consider the likelihood that a corridor or project may qualify for alternative funding sources.

Road Projects Decision Criteria (cont.)

5. Identify better quality pavements whose life can be extended with preventative maintenance treatments, to extend service life.
6. Schedule projects in a given year within the same general proximity to reduce mobilization costs.
7. Give priority to segments that presently require excessive road repairs.
8. Bundle projects to achieve economies of scale.

Major Public Works Projects

For calendar years 2022 & 2023

Plus other major projects in progress

2022 Completed Construction Projects

- 2022 Pavement Preservation Project (~\$5.5M; District 5)
 - CR99W between Dunnigan and Yolo
 - Town of Yolo
- 2022 Road Rehab Projects (~\$2.5M; Districts 2 & 5)
 - Portions of CR1, CR7, CR8, CR86, CR89, CR89A, CR89B (District 5)
 - CR16 from CR102 to CR116B (District 5)
 - CR32 from CR93A to CR98 (District 2)
 - CR89 portions between State Route 16 and CR31 (Districts 2 & 5)
- CR27 Bike & Safety Improvement Project (~\$1M; District 3)
 - Between CR99 and the RR tracks e/o State Route 113
- CR40 Bridge Over Cache Creek (~\$4.5M; District 5)

2023 Planned Construction Projects (in design)

- 2023 Pavement Preservation Project (~\$5.3M; Districts 1 & 4)
 - Portions of South River Road, Courtland Rd, North Courtland Rd, Gaffney Rd, Z Line Rd, Waukeena Rd, CR144 in the Clarksburg Area (District 1)
 - CR104 between Montgomery and Tremont (District 4)
- 2023 Road Rehabilitation Project (~\$6M; Districts 2, 3 & 5)
 - Esparto roads east of State Route 16 (District 5)
 - CR96 between CR29 and CR32 (District 2)
 - CR24 between CR90 and CR98 (Districts 3 & 5)
 - CR23 between CR85B and CR89 (District 5)

Projects in Progress

- CR31 Bike & Safety Improvement Project (District 2; ~\$11M; unfunded)
 - Between CR93A and CR98
- CR29 Bridge Over Dry Slough Replacement Project (Districts 2 & 3; ~\$2.5M)
- CR96 Bridge Over Dry Slough Replacement Project (District 2; ~\$2.1M)
- CR32A Railroad Crossing Relocation and Grade Separation Project (District 4; ~\$45.5M; unfunded)

Projects in Progress (cont.)

- CR41 Washout Realignment Project (District 5; ~\$350K; unfunded)
- Rumsey Bridge/CR41 Bridge Over Cache Creek Replacement Project (District 5; ~\$8M)
- CR98 Bike & Safety Improvement Phase II Project (District 2; ~\$44M current estimate; ~\$25.7M unfunded)
- Russell Boulevard Bike & Safety Improvement Project (District 2; ~\$5M; unfunded)
 - Between El Rio Villa and CR93A



Project Status equals Active, Planning

Date	Project Name	Goal	CCI Update	Projected Budget	Actuals Paid	Construction Start	Construction Finish	Actual Finish Date
Project Type: Infrastructure								
02.10.2023	Knights Landing Community Park	Build a new community park in the Knights Landing Community	Project design on going and progressing to design completion. Project approved at the November 8, 2022 Board Meeting. Solicitation expected to be released in 2023 Q2.	5,800,000.00	0.00			
02.10.2023	Yolo Airport Run-Up Aprons	Develop new aprons on the taxiways to improve aviation safety.	Notice to proceed issued. Project to begin in 2023 Q1.	1,196,066.00	0.00			
Project Type: New Construction								
02.10.2023	Cannabis Division Relocation	To consolidate DCS operations.	Plans are developed. Solicitation to occur in 2023 Q2. Board approval will be sought on March 7, 2023	2,000,000.00	0.00			
02.10.2023	Leinberger Replacement	Utilize State SB 863 grant award to replace the existing minimum security Leinberger facility with a new facility to meet the updated needs of the population served.	Project is finishing work on the inside of the building. Occupancy delayed due to supply chain issues delaying the delivery of the emergency backup generator.	37,293,220.00	23,833,686.10	06.27.2019	03.16.2023	
02.10.2023	South Davis Library	Construct a new library in south Davis.	Project pending Board approval on February 21, 2023	21,330,051.00	0.00			
02.10.2023	Yolo Library New Construction	Replace the demolished facility with a new, larger library and community area.	Grand opening was December 17, 2022. Currently resolving punch list items.	4,595,014.78	3,759,511.21	09.27.2021	11.15.2022	
Project Type: Tenant Improvement								
02.10.2023	Ag move to 120 West Main Suite D	Move Ag to old ITS space at 120 West Main Campus, add corporation yard and shops behind building.	Project is at 90% design with expected solicitation occurring 2023 Q1. Project revised due to construction cost escalation. Target date for BOS approval is March 7, 2023.	3,000,000.00	0.00			

Ag Corporation Yard Project

Agriculture, Weights & Measures

120 W. Main St. Woodland



Project Highlights

- ▶ Project Initiation - 2016
- ▶ 6,020 Square Feet Ag Shops
- ▶ Project Located at 120 W. Main St North Parking Lot Area
- ▶ Construction cost is estimated at \$3,032,393

Need & Purpose

- ▶ Replaces two buildings built in 1954 and 1966
- ▶ Both buildings identified in space planning report as a facility in very poor condition that are candidates for replacement
- ▶ Provide new Ag Shops with technology suited for modern Agricultural Practices
- ▶ Provides secure parking for department vehicles

Cannabis Modular Project

Community Services Department
292 W. Beamer St. Woodland



Project Highlights

- ▶ Project Initiation - June 2020
- ▶ 3,600 Square Foot Modular Building
- ▶ Located at the Community Services Department Corp Yard
- ▶ Construction cost is estimated at \$2,043,544

Need & Purpose

- ▶ House Cannabis Program and Staff
- ▶ Co-locate Cannabis Division with Community Services Department and Environmental Health Division
- ▶ Allows the storage of division vehicle in secure location
- ▶ Frees up space in existing 120 West Main building for other uses

AGREEMENT NO. ___-____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF YOLO
AND WESTERN YOLO RECREATION ASSOCIATION RELATING TO TULI
MEM PARK AND POOL OPERATIONS AND FUNDING**

This Memorandum of Understanding (the “MOU”) is entered into as of this 21st day of February 2023 by and between the County of Yolo (“County”) and the Western Yolo Recreation Association (“WYORCA”). The County and WYORCA are referenced collectively in this Agreement as the “Parties” and individually as a “Party.”

RECITALS

- A. The County provides recreational facilities and programs in the unincorporated area; and
- B. The County of Yolo obtained a California State Parks grant in March 2012 to construct a park and pool in Esparto (“Tuli Mem Park and Aquatics Center”) to meet the recreational needs of western Yolo County; and
- C. In 2014 and 2015, the Board of Supervisors evaluated approaches to ensure the operational sustainability of the proposed facility given a 30-year operational commitment required by the California State Parks; and
- D. WYORCA is a non-profit agency formed by the community to acquire funds to assist with building and maintaining a recreation center in western Yolo County to promote and meet the recreation and athletic needs of residents, including but not limited to, planning and funding programming for both the park and the pool; and
- E. WYORCA performed fundraising activities to develop an endowment fund to support County maintenance and operations at the Tuli Mem Park and Aquatics Center; and
- F. The creation and existence of an endowment fund placed with the Yolo Community Foundation was instrumental in the Board of Supervisors decision to proceed with construction of the Tuli Mem Park and Aquatics Center; and
- G. The Tuli Mem Park and Aquatics Center opened to the public and began operations in May, 2019; and
- H. The County and WYORCA have continued to partner to ensure availability of services and the success of the Tuli Mem Park and Aquatics Center; and
- I. The County and WYORCA wish to formalize agreement as to the aspects of the endowment funds and collaborative efforts related to the Tuli Mem Park and Aquatics Center as set forth in more detail herein;

NOW, THEREFORE, in consideration of the foregoing Recitals, the County and WYORCA agree as follows:

AGREEMENT

I. **Obligations.** The Parties mutually agree to the following obligations:

A. Annual Meeting. County and WYORCA shall meet at least once per calendar year to discuss operations and future plans at the Tuli Mem Park and Aquatic Center and to ensure coordination on related matters, including but not limited to fundraising, programming, and improvements. The timing and format of each annual meeting will be determined collaboratively between the County and WYORCA.

B. Endowment Funding. The Parties agree that the endowment principal and investment earnings shall be used solely by the County in its sole discretion exclusively for the Tuli Mem Park and Aquatic Center operations and maintenance until the endowment balance exceeds \$1 million. The amount requested annually will be limited to the annual spendable amount determined by the Yolo Community Foundation. When the endowment balance exceeds \$1 million, the County and WYORCA shall promptly meet and confer in good faith regarding the use of investment earnings on balances above that threshold. The Parties shall strive to develop an amendment to this MOU to memorialize their agreement regarding the use of such earnings. If for any reason no agreement is reached, either party may invoke dispute resolution pursuant Section V, below, to facilitate a resolution. Unless and until any amendment is executed, the investment earnings on balances exceeding \$1 million shall be available for the same purposes as all other investment earnings.

C. Balance Statements. WYORCA shall provide the County with the December 31 endowment balance statement within 30 days of receipt from the Yolo Community Foundation, demonstrating the balances contained in the endowment, and estimates of eligible distributions for the upcoming year. Additionally, if County requests from time to time, WYORCA shall provide other available balance statements (e.g., quarterly statements) within 30 days of receipt from the Yolo Community Foundation.

D. Annual Distributions to County. WYORCA shall take all actions necessary to provide the County with annual funding for facility operations and maintenance based on the December 31 statement, and as further specified below, subject to annual distribution limits of the Yolo Community Foundation:

- **First Distribution** – The first distribution will be $\frac{1}{2}$ (one-half) of the maximum spendable amount of the endowment, as determined by the Yolo Community Foundation. This amount will be due and payable to the County on or before July 31, 2023 (for 2023-24 fiscal year operations and maintenance)
- **Second Distribution** – The second distribution will be $\frac{3}{4}$ (three-quarters) of the maximum spendable amount of the endowment, as determined by the Yolo Community Foundation. This amount will be due and payable to the County on or before July 31, 2024 (for 2024-25 fiscal year operations and maintenance)
- **Third and Subsequent Distributions** – The third and all subsequent distributions will be the maximum spendable amount of the endowment, as determined by the Yolo

Community Foundation. This amount will be due and payable to the County on or before July 31, 2025 (for 2025-26 fiscal year operations and maintenance) and each subsequent July 31 thereafter.

- The County is aware and understands that distributing the maximum spendable amount of the endowment each year may result in a decrease in available funds in the future.

II. Term and Termination. The term of this MOU shall be deemed to commence on the date first set forth above and shall continue for thirty years through December 31, 2049. The County and WYORCA agree to meet and confer on the terms of this MOU at each five-year interval and determine whether any changes should be implemented by an amendment. The initial meet and confer on the agreement should occur within sixty days of December, 2027.

The County may terminate this MOU with or without cause on sixty (60) days' written notice provided to WYORCA. The notice shall specify the date on which termination shall become final and such notice shall be delivered as described in Section III.C, below. Due to the County's reliance on funding pursuant to this MOU, WYORCA may not terminate this MOU but may, in the event of a material breach by the County and after pursuing dispute resolution in accordance with Section V, below, direct the Yolo Community Foundation to suspend payments to the County until the breach is remedied.

III. Party Representatives; Notices.

A. The Parties' representatives for the implementation of this MOU are identified below and may be changed during the term of this MOU by written notice to the other Parties.

B. Any notice required by this MOU shall be given seven (7) or more calendar days before the Party notified is obliged to respond to the notice.

C. Any notices, bills, invoices, or reports required by this MOU shall be written and shall be deemed received on: (i) the day of delivery if delivered by hand, e-mail or overnight courier service during the receiving Party's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to WYORCA:

Carine Hines
President
PO Box 453
Esparto, CA, 95627
Telephone: 831-239-9916
Email: carinemarshall@gmail.com

If to County:

Ryan Pistoichini
General Services Director
625 Court Street, Room 201
Woodland, CA 95695
Telephone: 530-666-8218
E-mail: Ryan.Pistoichini@yolocounty.org

IV. Choice of Law. This MOU will be governed and construed in accordance with the laws of the State of California.

V. Dispute Resolution. Disputes arising under this MOU will be resolved, whenever possible, through the process of meeting and conferring in good faith or, if such efforts fail, by mediation in accordance with this Section. To that end, in the event of a dispute as to compliance with the terms and conditions of this MOU, the Parties agree as follows:

A. Either party will provide the other, as soon as reasonably possible after an event giving rise to concern, a written notice setting forth, with specificity, the issues to be resolved;

B. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten days after receipt of the notice, unless both Parties agree in writing to an extension of time;

C. If the dispute is not resolved to the satisfaction of the Parties within 30 calendar days after the first meeting, then either party may seek to have the dispute resolved by mediation offered by JAMS or another mediation service that the Parties may agree to;

D. If the Parties agree to mediation, each party shall bear its own costs, attorneys' fees and one half the costs and expenses of JAMS, or other mediation service and the mediator. There shall be a single neutral mediator named by mutual agreement of the Parties. The Parties shall strive to minimize costs associated with the mediation, such as by minimizing written submissions before the mediation and agreeing to half-day (or shorter) sessions.

E. If the Parties are unable to resolve their dispute, the Parties may mutually agree to arbitrate the dispute through JAMS or another arbitration service that the Parties may mutually agree to.

F. If either Party does not agree to arbitration, then either Party may seek resolution through litigation.

G. The provisions of Section 1283.05 of the California Code of Civil Procedure will apply to any arbitration; however, no discovery authorized by that section may be conducted absent good cause and leave of the arbitrator. The arbitral award will be in writing, and provide reasons for the decision. However, either party may file an appeal pursuant to the procedures authorized by JAMS.

VI. Subcontracting and Assignments; No Third Party Beneficiaries. Neither party may subcontract or assign its interest in this MOU or the rights under it to any third party, voluntarily or otherwise, without the prior written consent of the other party. The Parties do not intend to benefit any third party by this MOU and only the Parties may enforce it.

VII. Waiver. The waiver by any of the Parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this MOU shall be deemed to have been waived by the Parties unless in writing signed by one authorized to bind the Party to be charged with the waiver.

VIII. Severability. If any term or provision of this MOU (including the Exhibits hereto) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable,

then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IX. State Audit. Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board, commission, or department or by any other public entity, including a city, county, city and county, or district, shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract.

X. Counterparts. This MOU may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. Signatures of the Parties transmitted by facsimile or e-mail shall be deemed binding.

XI. Entire Agreement. All documents referenced as Exhibits in this MOU are hereby incorporated into this MOU as if fully set forth herein. In the event of any material discrepancy between the provisions of this MOU and those of any other document incorporated herein by reference, the provisions of this MOU shall prevail. This instrument contains the entire agreement among Parties with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the Parties to be bound.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this MOU as of the date first set forth above.

WYORCA

COUNTY OF YOLO

DocuSigned by: 2/6/2023
By: Carine Hines
Carine Hines
President

By: _____
Oscar Villegas, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy
Clerk of the Board of Supervisors

By: _____
Deputy (Seal)

APPROVED AS TO FORM:

DocuSigned by: 2/6/2023
By: Philip Pogledich
Philip Pogledich, County Counsel

