

**CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA**

**CITY COUNCIL
CLOSED SESSION AGENDA**

FEBRUARY 15, 2011

5:30 P.M.

- A. CALL TO ORDER
- B. CLOSED SESSION
 - B.1 Conference with Real Property Negotiators, Pursuant to Section 54956.8
 - Property: APN 027 852 005
 - Agency Negotiator: City Manager
 - Negotiating Parties: Mark Deven and New Woodland Partners
 - Under Negotiation: Price and Terms of Payment

**JOINT REGULAR CITY COUNCIL /
WOODLAND FINANCE AUTHORITY /
REDEVELOPMENT AGENCY BOARD MEETING**

6:00 P.M.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. COMMUNICATIONS-PUBLIC COMMENT (6:05)



All times are
approximate

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the

updated a/o 10/4/2018



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

E. COMMUNICATIONS—COUNCIL/STAFF STATEMENTS AND REQUESTS (6:08)

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

F. COMMUNICATIONS – COMMITTEE REPORTS (6:13)

- F.1. Receive the Minutes of the Parks & Recreation Commission Meeting of October 25, 2010 and November 18, 2010
- F.2. Receive the Minutes of the Commission on Aging Meeting of October 27, 2010 and December 1, 2010

G. CONSENT CALENDAR (6:15)

- 1. Receive the Monthly Status Report from Public Works Department
- 2. Approve Improvement Agreement and Final Subdivision Map No. 4675; Approve Reimbursement Agreements
- 3. Approve Increase in Construction Contract Contingency for Jack Slaven Park Project, CIP 05-27, 08-62 and 09-19
- 4. Approve Project Design and Bid Package for Well 1 Replacement, Project No. 10-08 Phase I; Authorize Bid Advertisement
- 5. Adopt Resolution Authorizing City Manager to Sign Lease Purchase Agreement for Acquisition of new VOIP System

H. PUBLIC HEARING (6:17)

- 6. Hold Public Hearing regarding Ms. Khuu's Appeal and Approve Resolution Denying Appeal (5 minutes)



7. Hold Public Hearing regarding Ms. Syothay's Appeal and Approve Resolution Denying Appeal (5 minutes)

I. REPORTS OF THE CITY MANAGER/EXECUTIVE DIRECTOR (6:27)

8. Adopt Resolution Overturning Planning Commission's Action to Deny the Variance Request from Pacific Neon Company and Grant Requested Variance (5 minutes)
9. Consider Final City Council Candidates and Complete Appointment Process (30 minutes)
10. Adopt Council and Redevelopment Agency Resolutions to Formally Oppose the Governor's Plan to Abolish Redevelopment in California (5 minutes)

J. ORDINANCES (7:07)

11. Introduce, Waive First Reading and Read by Title Only Ordinance Amending Section 14-6-9 and Adding Article XV to Chapter 14 of the Woodland Municipal Code Regarding Mobile Vendors (30 minutes)

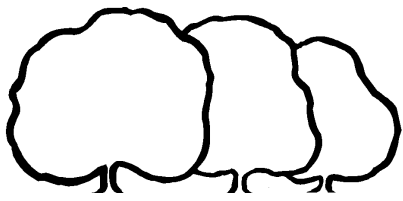
K. ADJOURN (7:37)

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority/Redevelopment Agency Session of the City Council of the City of Woodland scheduled for Tuesday, February 15, 2011 was posted on February 11, 2011 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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

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



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Parks & Recreation Commission Minutes of October 25 and November 29, 2010

Report in Brief

Parks & Recreation meeting minutes of October 25 and November 29, 2010, is attached for the Council's review. No action necessary, this is informational only.

Recommendation for Action

No action is required, informational report only.

Prepared by: Elle Murphy,
Management Analyst

Mark G. Deven
City Manager

Attachment



Parks & Recreation Commission
Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Commission Meeting Minutes October 25, 2010

Call to Order

Meeting convened at 6:31 p.m. at the Woodland Community & Senior Center, 2001 East Street, Woodland, California by Vice Chair Murphy.

Commissioners Present: Groom, Murphy, Salinas, Dennie, Barajas

Absent: Tapia, Chavez

Staff: E. Murphy, Haynie, Sanders

Pledge of Allegiance

Correspondence (None)

Public Comment

Consent Calendar

Minutes

Commission Minutes of September 27, 2010 (Item 1)

Commission accepted September 27, 2010 minutes with modifications.

Communications Written-Staff Reports

Recreation Division Report-Elle Murphy

Parks Report/Street/Tree Report-Rob Sanders

Commissioner Murphy thanked staff on how quickly the memorial tree planting at Ferns Park was processed. Commissioner Murphy asked what the timeline was for the repair of the restrooms at Christiansen/Camarena Park. Sanders stated that Eric Dexter is installing low-flow toilets to see if this will fix the water pressure issue. If that does not do the job, they will replace the water line from Backflow to restrooms. Clark Field update, it is possible that Gayle Manufacturing will donate the fencing for Clark Field which will stop the foul balls from going into the neighborhood.

Commissioner Salinas requested the budget reports to show percentages

New Business-Action Items

New Business- Information Items



Parks & Recreation Commission
Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Old Business-Action Items

A. Fee Waiver

E. Murphy stated that the Fee Waiver would help staff in determining how fees are waived. Definition of in kind service, quantifies value that needs to exceed estimated fees, and continued contributions to the community. The Fee Waiver will also help to evaluate the need for security for events. Waiver also states terms if there is a violation, which will result in the loss of the fee reduction/waiver for an entire year. After approval of Commission, the Fee Waiver will go to Council for approval.

Commissioner Salinas made motion to approve the Fee Waiver as written. Commissioner Dennie seconded the motion. Motion carried 5-0.

Old Business-Information Items

A. Work Plan Document

Sanders will supply a copy of the Tree Inventory report to new Commissioner and the Recreation division.

B. Committee Assignments

Put on next meeting agenda, since absent Commissioners need to have their input on the Committee assignments.

Committee Reports

A. Budget Sub Committee: Pool Issues

Staff was unable to set up meeting with Commissioners. Staff set up a 7:00 a.m. meeting in November.

Communications-Commission/Staff Statements and Requests

E. Murphy announced that Chief Bellini and E. Murphy have decided to allow the Woodland Care Car and ENP to have access to the Community Center if there are furloughs. It was felt that since these are not City services they should not be displaced by City furloughs.

Commissioners requested report on "hits" to the Parks & Recreation webpages. Commissioner Dennie was concerned about the rental of the center possibly slowing down. Staff informed Commissioner Dennie that at this time, staff has had to turn down requests for reservations at the Center; most weekend dates are already booked.



Agenda Item: Minutes

Parks & Recreation Commission

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Other Business (None)

Business Items for Next Meeting:

November 29, 2010

Budget Sub Committee: Pool Issues

Budget Report

Committee Assignments

Memorial Field Dedication

Next Meeting Date: November 29, 2010, 6:30 p.m.

Adjourn: meeting adjourned at 7:40 p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department



Parks & Recreation Commission
Woodland Community & Senior Center
2001 East Street, Woodland, CA 95776

Commission Meeting Minutes November 29, 2010

Call to Order

Meeting convened at 6:31 p.m. at the Woodland Community & Senior Center, 2001 East Street, Woodland, California by Chair Barajas.

Commissioners Present: Groom, Murphy, Salinas, Barajas, Tapia, Chavez

Absent: Dennie

Staff: E. Murphy, Haynie, Sanders

Pledge of Allegiance

Correspondence (None)

Public Comment

Consent Calendar

Minutes

Commission Minutes of October 25, 2010 (Item 1)

Commission accepted October 25, 2010 minutes.

Communications Written-Staff Reports

Recreation Division Report-Elle Murphy

Parks Report/Street/Tree Report-Rob Sanders

Commissioner Tapia questioned the progress at Clark Field; Dexter explained that Gayle Manufacturing was working with the Clark Field committee on the design and installation. Commissioner Salinas asked what "impressions" meant on the Google report. E. Murphy stated that this was a Dallas question and would bring the explanation to the January Commission meeting.

Audience member, Art Williams from Woodland Tennis Club asked if there could be more information in the Special Interest classes, i.e. number of participants, in the Tennis Classes.



Parks & Recreation Commission
Woodland Community & Senior Center
2001 East Street, Woodland, CA 95776

Commissioner Groom asked other Commissioners if Staff should return to the old Recreation report, since each month Commissioners have requested changes to the new Recreation Report. Commissioner's consensus was that the new Recreation Report was working well and Commissioner's were aware of the limited staff and their workload. E. Murphy stated that Staff could generate a semi-annual report for Commission that Staff would use in the Budget Process.

Commissioner Salinas requested the budget reports to show percentages.

New Business-Action Items

A. Tree City USA Recertification

Commissioner Groom made the motion to approve the application packet that will recertify the City of Woodland as a Tree City USA, Commissioner Salinas seconded the motion. Motion carried 6-0

New Business- Information Items

Old Business-Action Items

A. Work Plan-Draft of Plan-Commissioner Groom

Commissioner Groom presented her draft of the P&R Commission Work Plan to the Commission. The Commission usually reports to the City Council in April on the Progress of the Parks & Recreation Commission's Work Plan. Discussion ensued with the following recommendations:

Work Plan Section 1

Streamline Staff Reporting

Commission likes the new format of the reports. Commission would like a semi-annual report, January and July, which should be more inclusive.

Work Plan Section 2

Review Tree Inventory Report

Urban Forest Committee will meet with Sanders to go over the report and report back to the Commission.

Work Plan Section 3

Help formulate future capital parks projects and identify creative funding sources.

A. New Projects

B. Existing Rehabilitations



Parks & Recreation Commission
Woodland Community & Senior Center
2001 East Street, Woodland, CA 95776

The Ad Hoc Committee will meet in January and go over the master plan. They will define existing rehabilitations and identify new potential projects.

Work Plan Section 4

Review /analyze recreation programs and identify creative funding sources. The Facility Committee will start with the Pool (Charles Brooks Swim Center). Meeting with Woodland Swim Team, Committee and Staff will be set up in December.

Work Plan Section 5

Develop outreach strategy to receive Community cooperation /participation. Commission felt this section should be in conjunction with sections 3&4.

Work Plan Section 6

Review Policies and Procedures
This is changed to "As needed".

- B. Committee Assignments
Committee assignments will stay as is.
- C. Memorial Field Dedication
John Gerald was contacted and John stated that they would like to wait until June when all of the family could attend the event. Staff will contact John Gerald in April 2011 to assist him with the dedication, if needed.

Old Business-Information Items

- A. Budget Report
This is a snap shot of both divisions budget.

Committee Reports

- A. Budget Sub Committee: Pool Issues
Will meet in December and report at next Commission meeting.

Communications-Commission/Staff Statements and Requests



Agenda Item: Minutes

Parks & Recreation Commission

Woodland Community & Senior Center
2001 East Street, Woodland, CA 95776

Other Business (None)

Business Items for Next Meeting:

January 24, 2011

Budget Sub Committee: Pool Issues

Commission Vacancies-New Officers

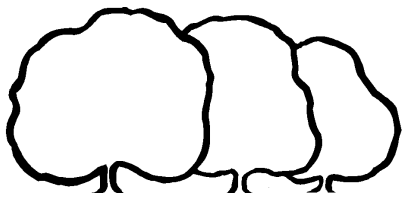
Committee Assignments

Next Meeting Date: January 24, 2011, 6:30 p.m.

Adjourn: meeting adjourned at 7:37 p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Commission on Aging - Meeting Minutes of October 27 and
December 1, 2010

Report in Brief

Attached are the Commission on Aging's regular meeting minutes of October 27 and December 1, 2010 for the Council's review. No action necessary, this is informational only.

Recommendation for Action

No action is required, informational report only.

Prepared by: Elle Murphy
Management Analyst

Mark G. Deven
City Manager

Attachment



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Regular Meeting Minutes

Regular Meeting Minutes of October 27, 2010

Call to Order

Meeting convened at 3:33 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Wright presiding.

Commissioners Present: Wright, Campbell, Talkington, Garmon

Absent: Overholt

Staff: Bain, Haynie

Guests:

Pledge of Allegiance

Minutes

1. Meeting Minutes of September 22, 2010 (Item 1)

Commissioner Talkington moved to approve the Meeting Minutes of September 22, 2010; Commissioner Garman seconded. Motion carried.

Correspondence

Public Comment

Communications Written-Staff

2. Senior Center Report-Bain

Commissioner Talkington made the motion to accept staffs report as written with change of spelling "Lyon" to "Lion", Commissioner Garman seconded the motion.

Presentations (none)

New Business-Action Items

3. Grants by 501c3

Item pulled from agenda, Commissioner Overholt was supplying information for this item.



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

4. Area 4 on Aging One Time only Fund

Supervisor Bain explained that these were “one time” funds from the State. Discussion ensued concerning possible items to request and the limited timeframe. Supervisor Bain will attend a meeting in December and finalize the request for this year. Then start investigating potential items to request funding from state for next year.

New Business-Information Items

5. Work Plan Goals

Commissioner Garman presented the Commission and Staff with a draft of the Work Plan. This document outlined objectives, goals, timeline and funding sources. Commissioner Garman will bring draft document back to the next Commission meeting for discussion and consent.

Old Business-Action Items

6. Internship

Supervisor Bain will work on job description using the existing Recreation Leader job description to the next COA Meeting.

Old Business-Information Items

7. Apartment List Update

Kristi from Senior Link and he interns will take over the updating of the Apartment List. Commission shared with Kristi the questions to ask the property management.

Committee Reports

Communication-Commission/Staff Statements and Requests

Commissioner Talkington informed the Commission that the white cane event had 250 attendees.

Commissioner Campbell stated that the Care Car would be extending its dates for Christmas Light tours to December 15, 15 & 16, able to take up to 18 participants on each date. Supervisor Bain will be putting both of these items into the December Senior Gram.



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Supervisor Bain will be attending the next Focal Point meeting in November.

Resource Fair is scheduled for a Wednesday in May 2011.

Other Business

Business Items for Next Meeting:

- Grants for Internships
- Apartment List
- Transportation update
- Seminar Topics
- Internship Job Duties and Tasks
- Work Plan Update-Garman

Next Meeting Date:

December 1, 2010

Adjourn:

Vice Chair Overholt adjourned the meeting at 4:55p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Regular Meeting Minutes

Regular Meeting Minutes of December 1, 2010

Call to Order

Meeting convened at 3:33 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Wright presiding.

Commissioners Present: Wright, Overholt, Talkington, Garmon

Absent: Campbell

Staff: Bain, Haynie

Guests:

Pledge of Allegiance

Minutes

1. Meeting Minutes of October 27, 2010 (Item 1)

Commissioner Talkington moved to approve the Meeting Minutes of October 27, 2010; Commissioner Garman seconded. Motion carried.

Correspondence

Public Comment

Communications Written-Staff

2. Senior Center Report-Bain

Commissioner Talkington made the motion to accept staffs report as written, Commissioner Garman seconded the motion.

Presentations (none)

New Business-Action Items



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

New Business-Information Items

3. Work Plan Goals

Commissioner Garman presented the Commission and Staff with a draft of the Work Plan. This document outlined objectives, goals, timeline and funding sources. Discussion concerning the items on the work plan followed.

#2 Focal Point Coordination Council, now that there is a full time staff assigned to the Senior Center, the Senior Center is again part of the Focal Point.

#3 Intergenerational Project, discussed possibly reinstating the Teens Helping Program, Grandparents day, socials, and game night. Discuss topics, at next Commission meeting in January, with potential to implement in 2012.

#4 Promotion and Advertising of Programs and Services, discussed collaboration with the Parks & Recreation's Commission, The Californian, St. Johns and other unidentified collaborators. It is too late to change the Senior Pages for the up coming activity guide, but will work on the fall guide.

Old Business-Action Items

4. Internship

Supervisor Bain will work on job description using the existing Recreation Leader job description to the next COA Meeting.

Old Business-Information Items

5. Grants by 501c3

Commissioner Overholt stated that in order to apply for Grants, they would need to come through a Non-Profit group, either SCI or Senior Link.

6. Apartment List Update

Senior Link has finished the Apartment List and has supplied Bain with the document. Commissioner Overholt will send the list to interested organizations and staff will make it available to other City Departments.



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Committee Reports

Transportation Report

Commissioner Talkington attended but the subject the Yolo County Strategic plan and cost cutting measures. Next meeting should address ADA issues.

Communication-Commission/Staff Statements and Requests

Areas 4 one time funds grant, discussed potential items to request for next year. Hand sanitizers, Speaker Series at \$75 per hour for speakers.

Discussed asking seniors to train or teach card games or classes, soup and game night, maybe offering some evening dances (big band or swing dance), explored options for new programs at no cost or having SCI assist with costs.

Bain stated that she was preparing a press release for the Art Show on January 28, 2011, 3-7p.m.

Other Business

Business Items for Next Meeting:

- Work Plan
- Promotions for Activity Guide (topics)
- Inter-generational Topics
- Internship Job Duties & Tasks
- Transportation Update
- Seminar Topics
- Work Plan Update-Garman

Next Meeting Date:

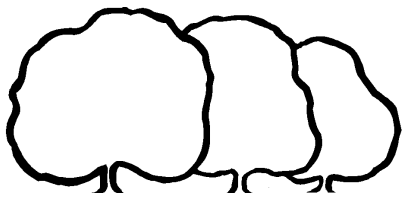
January 26, 2010

Adjourn:

Chair Wright adjourned the meeting at 4:42p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Public Works Monthly Status Report

Report in Brief

The Public Works Department Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Department. This report also includes information regarding key projects and/or activities throughout the months.

Highlights

- o Staff completed 93.5 hours of training in the month of December
- o Minimum staffing levels were maintained during the December 20-31 furloughs

The operations detail contained in this report is for the month of December 2010 and all project related information is current as of February 1, 2011.

Prepared by: Stephanie Frank
Administrative Secretary

Reviewed by: Gregor G. Meyer
Public Works Director

Mark G. Deven
City Manager

Attachment



Public Works Department.
Monthly Status Report
Summary – December 2010

For the Month of December 2010		
Division	Service Requests	Work Orders
Administration	368	
Electrical	53	79
Facilities	57	43
Fleet		191
Sewer	5	64
Signs & Markings	6	54
Storm Drain	5	24
Streets	9	19
Urban Forestry	8	21
Water	351	192
Grand Total	862	687

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

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

Total for Calendar Year 2010 Through 12/31/2010	
Service Requests 14,291	Work Orders Complete 10,462

With **862 Service Requests received**, Public Works crews handled **687 Work Orders** for the month of December. They included:

Operations & Maintenance

Administration:

- The administration team received 862 Service Requests; 368 of which were handled through the front desk, and the other 494 requests were distributed to the appropriate division. (see chart above)
 - ♦ 27 Backflow Notifications were mailed to responsible parties regarding testing requirements
 - ♦ 267 Underground Service Alert (USA's) requests processed
 - ♦ 150 Delinquent Water Shut-Off's

Electrical:

- 30 Street Light Work Orders
 - ♦ 25 Street Light Services
 - ♦ 2 Inspections
 - ♦ 2 Knockdown Repair Services
- 9 Traffic Signal Repairs
 - ♦ 2 Pedestrian Indicator Repair
 - ♦ 1 Power Loss
 - ♦ 4 Signal Repairs
 - ♦ 2 Pull Box Repair Services

- ♦ Inspection
- ♦ Asset Management
- ♦ Bi-Monthly Inspection
- 2 Facility Service Requests
- 6 Park Facility Service Requests
- 18 Water Pollution Control Facility Service Requests
- 6 Well Site Services (Install/Upgrade, Testing, Data Retrieval, SCADA Modification)
- Received/marked 267 Underground Service Alerts (USA's)

Facilities:

- 19 Repairs to City Hall
- 4 Repairs to the Library
- 8 Repairs to the Municipal Service Center
- 9 Repairs to the Police Department
- 2 Repairs to the Water Pollution Control Facility

Fleet:

- 191 Work Order Repairs to 91 different units (vehicles, apparatus & equipment)

Sewer:

- 16 Sewer Cleanout Services
 - ♦ 7 Preventive Maintenance Services – Installation
 - ♦ 4 Reactive Maintenance Services – Installation
 - ♦ 5 Inspections
- 27 Gravity Main Services
 - ♦ 16 Preventive Maintenance Service Utilizing the CCTV (Closed Circuit Television)
 - 320 Events
 - o 4,291.5 Linear Feet Inspected
 - ♦ 4 Preventive Maintenance service utilizing the HVVC (High Velocity Vacuum Truck)
 - 22,950 Linear Feet Cleaned
 - ♦ 2 Repairs
 - ♦ Routine Inspections
 - ♦ Routine Maintenance
- 11 Sewer Lateral Services
 - ♦ 2 Service Location Requests
 - ♦ 1 Preventive Maintenance Service utilizing the CCTV
 - ♦ 1 Lateral Line Replacement
 - ♦ 1 Line Rodding Service
 - ♦ 3 Sanitary Sewer Overflow Events
 - ♦ 1 Blockage Clearing Service Request
- 10 Manhole Services (flushing & repair)
- Received/marked 267 Underground Service Alerts (USA's)

Signs & Marking:

- 19 Guide Sign Services
 - ♦ 1 Knockdown Repair
 - ♦ 15 Routine Maintenance Services

- ♦ 3 Graffiti Removal Services
- 24 Regulatory Sign Services
 - ♦ 12 Routine Maintenance Services
 - 34 Signs
 - ♦ 5 Knockdown Services
 - 5 Signs
 - ♦ 1 Installation Service
 - 1 Sign
 - ♦ Graffiti Removal Services
 - 5 Signs
 - ♦ Surveying
- 7 Street Marking Services
 - ♦ Routine Maintenance
 - ♦ Surveying
- 3 Warning Sign Services
 - ♦ 1 Installation
 - ♦ 1 Routine Maintenance Services
 - ♦ 1 Knockdown Repair
- 1 Community Billboard Change Out Service

Storm Drain:

- 5 Gravity Main Services
 - ♦ Preventive Maintenance CCTV Inspections
 - ♦ Routine Maintenance
- 1 Gutter Service
 - ♦ Cleaning
- 7 Inlet Point Services
 - ♦ 1 Illicit Discharge
 - ♦ 1 Inspection
 - ♦ 5 Rain Duty Services
- 7 Lift Station Services
 - ♦ 1 Inspection
 - ♦ 2 Debris Grates Cleaned
 - ♦ Routine Maintenance
- Open Channel Maintenance/Inspection
- Culvert Inspection
- Sample Station Quarterly Inspection
- Routine Maintenance

Streets:

- Rain Duty
- 2 Final Inspections
- Road Edge Services
 - ♦ Weed Abatement
- 14 Road Services
 - ♦ 1 Base Failure Repair
 - ♦ Pot Hole Patching
 - 299 Pot Holes Patched
 - ♦ Sink Hole Repair

- ◆ Surveying
 - ◆ Traffic Control
 - ◆ Trash & Debris Clean-Up
 - ◆ Weed Abatement
- Sound wall Repair

Urban Forestry:

- 5 Hazardous Situation Responses
- Merit Injections
- 3 Tree Plantings
- 3 Tree Pruning's
- 5 Trees Removed
- Small Tree Care
- Stump Grinding

Water:

- Produced 237,761,280 gallons of drinking water in December
- Received/marked 267 Underground Service Alerts (USA's)
- 1 Final Inspection
- 2 Backflow Investigations
- 8 Control Valve Services (exercise, locate, repair, replace, water turn off/on)
- 4 Hydrant Services
 - ◆ 2 Maintenance Services
 - ◆ 2 Repair Services
- 46 Lateral Valve Services
 - ◆ 1 New Service and Tap Installation
 - ◆ 17 Leak Detection Services
 - ◆ 11 Locate Services
 - ◆ 1 Relocate Service Request
 - ◆ 14 Water On/Off Services (Finance, Contractor, Homeowner Request)
 - ◆ 1 Repair/Replace Service Valve Service
 - ◆ Water Quality Issue
- 40 Meter Services
 - ◆ 11 Meter Investigations
 - ◆ 24 Meter Repairs
 - ◆ 5 Meter Maintenance Services
- 11 Pressurized Main Services
- 77 Production Well Services
 - ◆ 19 Inspections
 - ◆ 47 Maintenance Services
 - ◆ Sampling
 - ◆ No3 Monitoring
 - ◆ Disinfection Procedures
 - ◆ Security Services

Environmental Services

General:

- Delivered 2,600 Yolo County 2011 recycling/conservation calendars to City offices, businesses, and schools, and non-profits.

Solid waste/recycling:

- Monitored C&D debris recycling for 25 active projects. Opened 6 new projects and closed out 1.
- Distributed 279 flyers for toters blocking public sidewalks.
- Conducted 1 code compliance investigation for trash-related public nuisance.
- Presented overview of solid waste and recycling processes to Cub Scouts.
- Obtained City Council endorsement and resolution in support of Extended Producer Responsibility.

Green waste:

- Issued 57 green waste violation door hangers, and conducted 4 code compliance follow-ups. December green waste statistics show that 35% (535 tons) was collected in carts while 65% (1,012 tons) was collected in street piles.

Water conservation:

- December leak repairs based on metered sample bills with city assistance saved an additional 178,200 gallons per month, bringing cumulative estimated monthly water savings from repairs of major residential leaks to 3.8 million gallons per month.
- Investigated 1 water waste/nuisance complaint.

Stormwater:

- Coordinated stormwater pollution prevention plan (SWPPP) inspections for 8 active construction sites and 4 inactive sites.
- Issued 2 code compliance/abatement notices for soil in street and dumping into storm drain system.

Energy

- Initiated Yolo Energy Watch facilities audit and obtained City Council support for community-wide YEW promotion.
- Secured City Council support for participation in Institute for Local Government's Beacon Award program.
- Completed greenhouse gas emission inventory process with third-party verification of completeness and accuracy of City report.

Water Pollution Control Facility

Laboratory

- Collected samples and performed over 300 process control and National Pollutant Discharge Elimination System (NPDES) permit compliance tests for the wastewater treatment plant.
- Collected monthly influent, effluent and receiving water monitoring samples; submitted to contract laboratories.
- Collected samples and performed 45 tests on treatment plant storage ponds.

- Prepared monthly, quarterly, semi-annual and annual Discharge Monitoring Reports and electronic Self-Monitoring Reports; submitted to the Regional Water Quality Control Board (RWQCB).
- Prepared Annual Operations Report; submitted to the RWQCB.
- Prepared a draft Time Schedule Order on selenium; submitted to the RWQCB for review and comments.
- Received ELAP certification of our ion chromatography system. For nitrate testing.
- Collected samples and performed 150 regulatory compliance tests for potable water.

Pretreatment

- Inspections
 - ♦ Auto Related Businesses - 1
 - ♦ Food Service Business – 71
 - ♦ Business of Concern – 2
 - ♦ Significant Industrial Users - 2
- Permit applications or permits - 5
- Business License review/inspections -
- Public education & outreach visits – 25+
 - ♦ Jo Ann spent a considerable amount of time and effort on our Turkey Fryer Oil & Cooking Grease Recycle Event.
- Call-outs for spills/illicit discharges –
- Semi annual SIU Sampling at Woodland Biomass Power and Pacific Grain Products.
- Local Limits Sampling of WPCF effluent
- Plan review for Building/CDD – 1
- Program review for Annual Pretreatment Report
- Development Review Committee meeting
- Monthly staff meeting/safety tailgate

Utility Engineering

Utility Engineering Legend:

Bolded text indicates new information

The initials enclosed in ()'s denotes the lead PW staff on the project.

(DB) Doug Baxter, Principal Civil Engineer

(MC) Mark Cocke, Senior Civil Engineer

(AO) Akin Okupe, Senior Civil Engineer

(CO) Clara Olmedo, Associate Civil Engineer

(MS) Mark Severeid,

Project: Yolo Bypass/City Storm Flows (MC)

Status: The FEMA Contractor has started the Physical Map Revision (PMR) and should produce the Draft PMR in late September. The Draft PMR will be issued for public review and comment and finalized in about 90 days. If no substantial comments are received the Draft FIRM will be issued and the formal appeal process will begin. **This will take six months after the notice of the process is published in the Federal Register.** After the formal appeal process is completed the DFIRM is finalized and becomes effective six months after that date. This is expected to occur in January of 2012.

What's Next: The review process will begin and depending on comments or appeals, and available publication dates in the Federal Register, the PMR process and the issuance of the final Flood Insurance Rate Map will occur in the next 9 to 15 months. **The information was sent in for publication in the Federal Register on January 7, 2011. The expected publication date is expected to be in mid March, 2011. This will start the formal 90 day Appeal Process for the PMR. After the appeal process is finished in mid June, 2011 assuming the mid March publication, the map will be finalized, publication in the Federal Register will be done, and the map will become effective 90 days after publication of the map in the Federal register.**

Project: Wastewater Treatment Plant/NPDES Permit (5 Year Renewal) (MS/DB)

Status: In February 2009 the final NPDES permit was issued by the RWQCB. The new permit requires the City of Woodland to move to an improved source water supply. It also requires significantly more testing and studies that will substantially increase operating costs. The California Sportfishing Protection Alliance (CSPA) has petitioned the adopted NPDES to the State Water Board and requested the State Water Board to hold the NPDES in abeyance for an unspecified period of time. The immediate impact on the permit is unclear at this time. But CSPA wants limits imposed on: Oil and Grease, and Settleable Solids. CSPA has also requested a complete rewrite of the NPDES permit. The State Water Board will hold a hearing to make a decision at some point in the future.

On April 12, 2010, Mayor Skip Davies, Councilmember Bill Marble, City Staff and City's permit writing consultant Dan Rich met with senior staff from the Regional Water Quality Control Board (RWQCB). The purpose

of this City requested meeting was to verify that boron, salt and selenium final limits will be in our waste discharge permit, and that these limits will cause the City to move to an improved water quality supply or other substantially more expensive treatment processes. We discussed all the conceivable alternatives and why improving our water quality supply is the least costly viable option. RWQCB made it clear that boron, salt and selenium final limits will be in our permit. RWQCB also said that they would enforce these limits with fines to eliminate all incentives to delay moving forward and that fines could be as high as \$10 per gallon per day of wastewater not in compliance (at current flows the fines would be up to \$60,000,000 per day). Under our current permit each year we have to submit compliance reports on moving to an improved source water supply. If we delay for example 2 years and saved \$11,000,000 in interest, the fines would exceed that amount to eliminate any incentive to delay implementation of salt reduction.

In July, staff met again with RWQCB staff to discuss the recent establishment of Selenium discharge limits and the process for requesting a 5 year Time Schedule Order (TSO) for compliance (to place minimum mandatory fines in abeyance) since we're pursuing completion of the surface water project. RWQCB staff cited recent case decisions that now preclude them from issuing a 5 year TSO if the date for coming into compliance is over five years away. The city was told we could resubmit when we're within 5 years of compliance (or approx Jan 2011). Pending that point, Woodland will experience minimum mandatory fines of up to \$12K per month. To date, the WPCF has 4 selenium violations and anticipates getting a Notice of Violation from the RWQCB soon. This will trigger the Mandatory Minimum Penalty stage of the violation process and will continue until the TSO is submitted and adopted by the RWQCB, in the August of 2011.

What's Next: The surface water project will continue to be pursued. Fiscal impacts of the permit will continue to be evaluated. Woodland staff met with the City Attorney to discuss options to the CSPA action. Staff advised the City attorney to meet with the Regional Board, to see if the Board would support a meeting with CSPA and the City. Regional Board said they will not support opening the NPDES discharge permit as a result of any agreements between the City and CSPA. So the City will wait and see if the State Water Board will agree to open the NPDES permit based on CSPA's petition at some later date. The hearing at the State Board could take up to two years before it's heard. Staff is looking into long-term planning options. Wastewater treatment long-term planning is underway.

The City of Woodland and the City of Davis evaluated the feasibility of combining treatment into a regional facility. The City of Davis is pursuing their own treatment facility. **Both cities will continue to look for ways to work together when in the mutual interest of both cities.** The City of Woodland will be updating the long-term facility plan for the Water Pollution Treatment Facility.

Project: Flood Protection (MC)

Status: Then the documents will be sent the Corps District HQ in San Francisco for review and comment. The Final documents will then be sent to the CVFPB and the local sponsors for final signature. This will formally reinstate the Cache Creek Feasibility Study. Congress has appropriated between \$100,000 (Senate) and \$500,000 (House) for FY 2011. Skip Davies and Floodsafe Yolo met with Congressman Herger to discuss funding on August 18, 2010. The available funds will be decided during Conference Committee. A meeting with the Corps Staff, DWR Staff, Congressman Herger, and the City occurred on October 26, 2010. This tour was a result of the Tour that was held last April. Since April, the Corps has had a new Colonel and this tour was to familiarize him and DWR Staff on the complexities that will be examined during the Feasibility Study. Formal Start is expected in January 2011.

What's Next: **Then the documents were sent the Corps District HQ in San Francisco for review and comment. The Final documents were then be sent to the CVFPB and the local sponsors for final signature, however, DWR made some changes requiring another round of certification between the Corps and DWR .DWR has reviewed the PMP and Cost Sharing Agreement and will submit these to the Central Valley Flood Protection Board (CVFPB) for approval on their February 15, 2010 meeting.** After the study begins, the first action will be to finish the hydrology and define the impacts associated with the Cache Creek Settling Basin. This will allow the Study to explore flood solutions that may involve modification of the Basin.

Project: Storm Drainage Enterprise Operation (MC)

Status: The RCD is developing the plan for the East detention Pond and beginning a control program for management and eradication of invasive non native plants that have begun to occupy the site (tamarisk trees and pepper weed). The vegetation program in Stores Pond and around Fire Station 3 is proceeding well and should start greening up with the fall rains.

What's Next: The RCD has developed the site plan using native salt tolerant vegetation, and management of the existing vegetation. Native seed collection has been done and the adapted plant will be grown out over the winter. A draft plan for the East Detention Pond was received in December and is under review.

Project: Surface Water Program (DB)

Status: The Woodland-Davis Clean Water Agency (Joint Powers Authority or JPA) is overseeing the Davis-Woodland Water Supply Project. Agency Board meeting times are currently held quarterly. Meeting locations alternate between the Woodland and Davis City Halls. The new project website at wdcwa.com contains the meeting agendas and any notices for variations in meeting schedules or locations. The Agency General Manager is Dr. Eric Mische. The current focus on the project includes finalizing the pending 1994 water rights permit evaluation and selection of a river intake option. The current Agency focus also includes pursuit of Federal and State supplemental funding opportunities, further analysis and development of innovative facility procurement options, and further development and implementation of community outreach and education opportunities.

Summer water purchase, land easements and use of the Sacramento River Intake agreements have been signed. **On January 18 and 19th, the State held a hearing on our water rights.**

What's Next: **It will be mid-February 2011 or shortly thereafter before water right decision is issued by the State.** Focus is now on the writing of the Design-Build-Operate (DBO) "Request for Qualifications" and clearing up land acquisition for the intake site and water treatment plant site.

Project: Replace Elevated Storage Tank (DB/AO)

Status: The project is 99% complete. Steel structure has been painted.

The tank art work price came in substantially higher than anticipated. It is very expensive to add art work painting after the initial paint has fully cured and full remobilization is needed. The existing tank paint is a coating system specially designed to protect the steel structure. This protective paint system must not be damaged or compromised so as to protect the tank structure for decades. The preparation work for any painted art work must be carefully done and monitored to protect the protective coating. If art work is done, consulting services will be needed to write the specification, inspect the work and test the paint thickness to make sure the paint remains adequately thick to protect the steel. These consulting services will cost about \$18,000. Only qualified and experienced painters will be allowed to do this art work. This is to make sure proper paint and application techniques are used, the existing coating system is not compromised, and for safety reasons. The paint and process is expensive. The January 2011 estimate from an appropriate painting specialists show costs (cost below includes the \$18,000 noted above) at:

Only the City flag graphics on upper part of tank = \$66,000
Only baseball numbers at the base of the tank = \$47,400
Both City flag graphics and base numbers = \$74,300

City staff has recommended not doing the supplemental paint work due to the potential for adverse impacts to the existing protective coating system, higher O&M costs, higher future costs of repainting, the very high initial costs, and overall budgetary implications.

What's Next: Tank will be fully connected to the system once operational systems are in place to control pressures until SCADA system is operational in mid 2011. Tank is on line. Water levels are gradually being increased.

Project: Supervisory Control and Data Acquisition (SCADA) (DB/AO)
Status: SCADA contract has been awarded to Auburn Constructors and work has commenced. Work should be completed by summer 2011. Ecologic Engineering Inc. is the construction management firm and did an independent review of the design. FCC license has been obtained.

The SCADA system and water-meter radio systems are totally separate operating systems. The water-meter radio system collects data via radio signals from the individual water-meters, sends it to a central location where the data is compiled, and then forwarded to our finance department for inclusion in customer's water bills. SCADA, on the other hand, is used to coordinate the functional workings of the City water system; including the storage tank and all 18 of our wells.

SCADA:

1. Allows the wells to operate in a coordinated manner so as to keep the tank at a near full condition to improve water pressure throughout the day.
2. Continuously monitor nitrate levels in our pumped groundwater to assure that it meets regulatory water quality standards without fail.
3. Monitors wells for operational readiness and physical condition.
4. Allows for the most efficient wells to be operated most frequently reducing overall pumping costs.
5. Monitor security issues

What's New: Work began September 2010. System should be operational by June 2011.

Project: Replace Well 22 and Well 15 (CO/AO/DB)
Status: Over the years numerous attempts were made to solve the serious but intermittent problem of the wells pumping sand which gets into the distribution system and household plumbing. New well sites have been selected and coordinated with Parks. The new site for well 22 is 100 feet north-north-west of existing well 22 and similar distance north of Well 15. Staff received a technical memo on each well's evaluation. Staff also

received a work proposal from Brown and Caldwell. Both wells have been drilled. City staff met with representative of CDPH (California Department of Public Health) who have determined that the City may stay with the upper limit of 1600 for electrical conductivity.

What's Next: Both wells are functional now and water quality testing has been done to allowing them to go on line. Final CDPH clearance and approval is being obtained.

Project: Backup Power for Wells (CO)

Status: Additional backup generating power was needed to 3 wells. Staff received proposals and awarded contract to the lowest responsible bidder. Well 4's fixed base generator has been installed under the Beamer water pipeline and Well 4 rehab work contract.

What's Next: This work is significantly completed. A portable generator currently sits on the Well 20 site; the other portable generator will stay in the MSC yard in case of an outage at any other wells that were equipped with a storm switch (Well 13,15,18, and 21). Work is underway for Well 4; generator has been set in place and will be tested end of Aug 2010.

Project: Groundwater Monitoring Wells (DB/AO)

Status: The location of the monitoring wells is being determined through the Groundwater Management Plan (GWMP). One well has been installed and water sampling is periodically occurring.

What's Next: Funding approval is needed. Site selection is under way for future sampling well locations. It is planned that this work will be done in 2011 or 2012 depending on the final approved Capital Improvement Plan that is currently under development.

Project: Groundwater Management Plan (DB/AO)

Status: The draft of Groundwater Management Plan has been submitted and is out for public review. It was coordinated with similar work being done by the Yolo County Flood Control and Water Conservation District. Evaluation and writing of the GWMP is underway.

What's Next: **City staff is reviewing comments from the public and making appropriate revisions to the Groundwater Management Plan. This Groundwater Management Plan will be renoticed to the public for availability to review the revised document. It will be submitted to Council for approval on March 1, 2011.**

We are perusing the 5-year update to the Urban Water Management Plan. There have been changes in State mandates for conservation and several of those items will need to be reflected as new action items in the new Urban Water Management Plan that will be completed this Fiscal

Year. We do not have a list of these action items because it is still not determined what needs to be included and how it should be best implemented. We believe that ultimately citywide metering will lead to a significant (15% +/-) water use reduction and this was considered in setting our current rate structure. It was important to consider the conservation use reduction to make accurate predictions of capital and water use operation costs and revenue projections for the water rates. Conservation is important to both minimize impact to the environment and to keep long-term operational and capital costs as low as possible.

Project: Water Focus Study (DB)

Status: Hydraulic modeling has been done. The sections of the report dealing with the coordination of the use of wells and surface water supplies are being written. Likewise, the report has been amended to reflect the expected 15% water conservation that should occur with the City being fully metered.

What's Next: Additional modeling is being done to determine best location of ground level tanks to blend surface water throughout the city. Water system calibration work was done in September 2010 which will allow the modeling to be more accurate.

Draft of study has been submitted to the City and City staff has commented on this document. Focus Study will be finalized once we get the results from a separate evaluation done on how best to blend and move the surface water throughout the City. This study may affect tank sizing and location. Modeling is also being done to determine the size and location of water transmission lines and tanks for the Surface Water Supply Project. This work is underway.

Project: Meter Implementation Phase 2 (DB/AO)

Status: City staff received grant funding to install meters on 10,000 houses in the City. Council awarded contract to Teichert Construction, notice to proceed was issued on September 17, 2009. A construction management firm has been selected to manage the project. The project construction has begun and work is expected to be completed in June 2012. Work is proceeding within budget.

Phase 1 metering involved about 5,000 water users and this work was recently completed. It included putting automated meter reading (AMR) equipment on existing meters of businesses as well as homes built post 1991. Phase 1 work is essentially completed. Actual water consumption based billing began for Phase 1 meter users in December 2010.

Phase 2 metering is for installing meters plus AMR on all the remaining 10,000 properties. In addition to installing water meters, many water service lines from water mains will need to be replaced due to their poor condition. Funding is provided by federal stimulus fund of \$14.8M (half low interest loan and half grant) plus \$2.3M in City Water Enterprise Funds. Staff successfully worked with the State to allow City share to be used last and not first which is normal and was previously required. Project is **65%** complete; staff attended training session with CDPH on claim reporting. Staff hopes to both completed the work and keep most of the cost within the federal stimulus fund so as to minimize the utilization of the \$2.3M in City Water Enterprise Funds. Staff has completed the modification work that was needed on some of the older meter registers so more accurate data can be obtained to help homeowners with determining if they have leaks in their water plumbing system. **By end of summer 2011 Phase 2 meters should be installed, except possibly for a few condominium and parks that may take a little bit longer.**

What's Next: Staff will also submit quarterly report as indicated in the funding agreement to CDPH. Staff is continuing to work with the State to obtain grant/loan reimbursement funding checks for costs incurred for construction and staff time. .

Project: Well #1 Replacement (CO)

Status: The new Yolo County Courthouse project will displace the existing location of Well #1. Construction of a new well to replace existing Well 1 will need to be completed prior to construction of the new courthouse that is scheduled to begin December 2011. The new site for the new well location has been selected to be in the northeast area of Freeman Park in an area of minimal impact to the area normally used by park visitors. **West Yost has substantially completed design for the well drilling.**

What's Next: Funding of this project is still under negotiations between Re-development and by the State who will partly fund well replacement **Design and construction must proceed to meet the new courthouse schedule for their groundbreaking ceremony scheduled for March 2012. Drilling specifications are being finalized for council authorization to bid.**

Project: First New Ground Level Tank and Booster Pump Station (AO/DB)

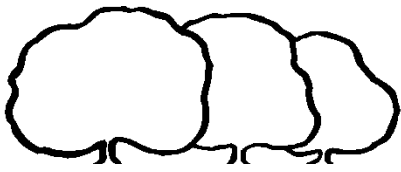
Status: The City has a 3 million gallon deficit in water storage and about 6,000 gallon per minute deficit in water pumping capacity. This project will significantly reduce these problems.

What's Next: Water modeling is underway to confirm the best location for the tank to address hydraulic deficiencies and to optimize the distribution of the higher quality water that will result from the surface water supply project.

Project: East Street to Pioneer 36" Water Main (MC/CO)

Status: City is coordinating with four Spring Lake area developers to install a 36" water main instead of constructing a 12 inch water main that was part their obligation to front their developments in order for the City to save money and to meet the needs of the surface water project. **The contract has been signed for Brown and Caldwell to perform design services for pipeline.**

What's Next: **Brown and Caldwell is obtaining topography, planned improvements, and road/RW alignments for the proposed pipeline route to minimize changes to the other proposed infrastructure.**



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Approve Final Map and Associated Agreements for Subdivision 4675,
Parkside

Report in Brief

The Developer, Standard Pacific, has completed all conditions for tentative map No. 4675, except the acquisition of offsite land, and is requesting that the City approve Final Subdivision Map No. 4675 and the associated subdivision improvement agreement and reimbursement agreements. Map 4675 is a reduced map creating only 42 Single Family lots. Staff is recommending proceeding with a smaller map to expedite the construction of homes in the Spring Lake Area.

Staff recommends that the City Council approve Final Subdivision Map 4675, approve the subdivision improvement agreement for Subdivision 4675 and authorize the Mayor to sign on behalf of the City; and approve the reimbursement agreements described herein for the subdivision and authorize the City Manager and City Engineer to sign and make minor amendments to reflect actual costs on behalf of the City.

Background

Subdivision 4675 is located on the extension of Matmor Road and across from the Woodland Christian School. Final map 4675 creates 42 single family lots of 162 single family lots that were approved by Council on October 4, 2005 when Tentative Map 4675 and the associated Development Agreement was also approved.

The developer has requested a final map on the property. In accordance with the Subdivision Map Act, the developer has met all map conditions, except the acquisition of property to connect Sports Park Drive to East Street (necessary for a second access to the subdivision) and signed the Subdivision Improvement Agreement and posted security. The Developer has entered into an agreement to fund City acquisition of the necessary land to complete Sports Park Drive. Staff supports the approval of 42 lots with only one public (a second emergency vehicle access will exist) access while the acquisition of offsite property is pursued.

Included in this agreement are a number of additional development related agreements, which need the approval of City Council. These are listed as follows:

- **Funding and Reimbursement Agreement:** This is an update to allow for completion of terms from the previous property owner. It allows for the use of the City property (vacant land to the east of the Sports Park) for the construction of a storm drain detention pond, in the exchange for \$245,444 to be used for the construction of frontage improvements along the south side of 24A. Any minor amendments to reflect actual costs by the City will be authorized by the City Manager up to 15%.
- **Supplemental Reimbursement Agreement:** This allows for the reimbursement of improvements, initially funded by the Developer but that are the responsibility of other developers, or general City program. This agreement includes \$338,000 for a traffic signal at Matmor Road and East Gum Avenue (to be constructed by the City), \$39,050 for a 80' driveway to connect the Community Sports Park parking lot to Sports Park Drive and a portion of the pond improvements paid for by the previous property owner yet not constructed set in the agreement to be \$94,086.39. Any minor amendments to reflect actual costs will be authorized by the City Engineer up to 15%.
- **Third Party Reimbursement Agreement:** This allows the City to collect from other benefitting property owners (e.g. the mall expansion site) a fair share of the cost of improvements constructed by the developer. This primarily relates to the construction of Sports Park Drive and the utilities within the road. Any minor amendments to reflect actual costs will be authorized by the City Manager up to 15%.
- **Reimbursement of Spring Lake Specific Plan Improvements (SLIF Reimbursement Agreement):** This defines the estimated amount owed (\$1,713,043.98) to the developer from the funding for common backbone infrastructure and allows for the developer to acquire a like amount of SLIF credits. Any minor amendments to reflect actual costs will be authorized by the City Manager up to 15%.

Discussion

The map, improvement plans, reimbursement agreement, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval.

Staff believes that a final map for 42 lots (allowing 42 houses to be built) could be adequately served by a single access off of Matmor Road. However, a second access is necessary for the build out of the subdivision and the remaining offsite land allowing for construction of Sports Park Drive must be acquired prior to any additional map phases being approved. The acquisition process is in progress through discussions between staff, the property owners and Standard Pacific.

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 42 lots are estimated to generate \$813,834.00 in Development Impact Fees and \$177,727.00 in building permit fees, in addition to various other fees due at final map. A portion of the Development Impact Fees will help the City meet debt service obligations associated with the Community Sports Park and the Community and Senior Center.

The City will be required to reimburse approximately \$338,000 for the construction of the Matmor and Gum Signal from Development Impact Fees and \$94,086.39 for pond improvements from the park in lieu fund, and \$39,050 for the driveway from the park in lieu fund.

The City has been collecting impact fees to reimburse the construction costs for the Matmor and East Gum traffic signal and reimbursement would in accordance with the adopted 10 year capital budget; the pond improvements were previously paid for by the HTW II investment group.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve Final Subdivision Map 4675, approve the subdivision improvement agreement for Subdivision 4675 and authorize the Mayor to sign on behalf of the City; and approve the reimbursement agreements described herein for the subdivision and authorize the City Manager and City Engineer to sign and make minor amendments to reflect actual costs on behalf of the City.

Prepared by: Bruce Pollard, PE
Senior Civil Engineer

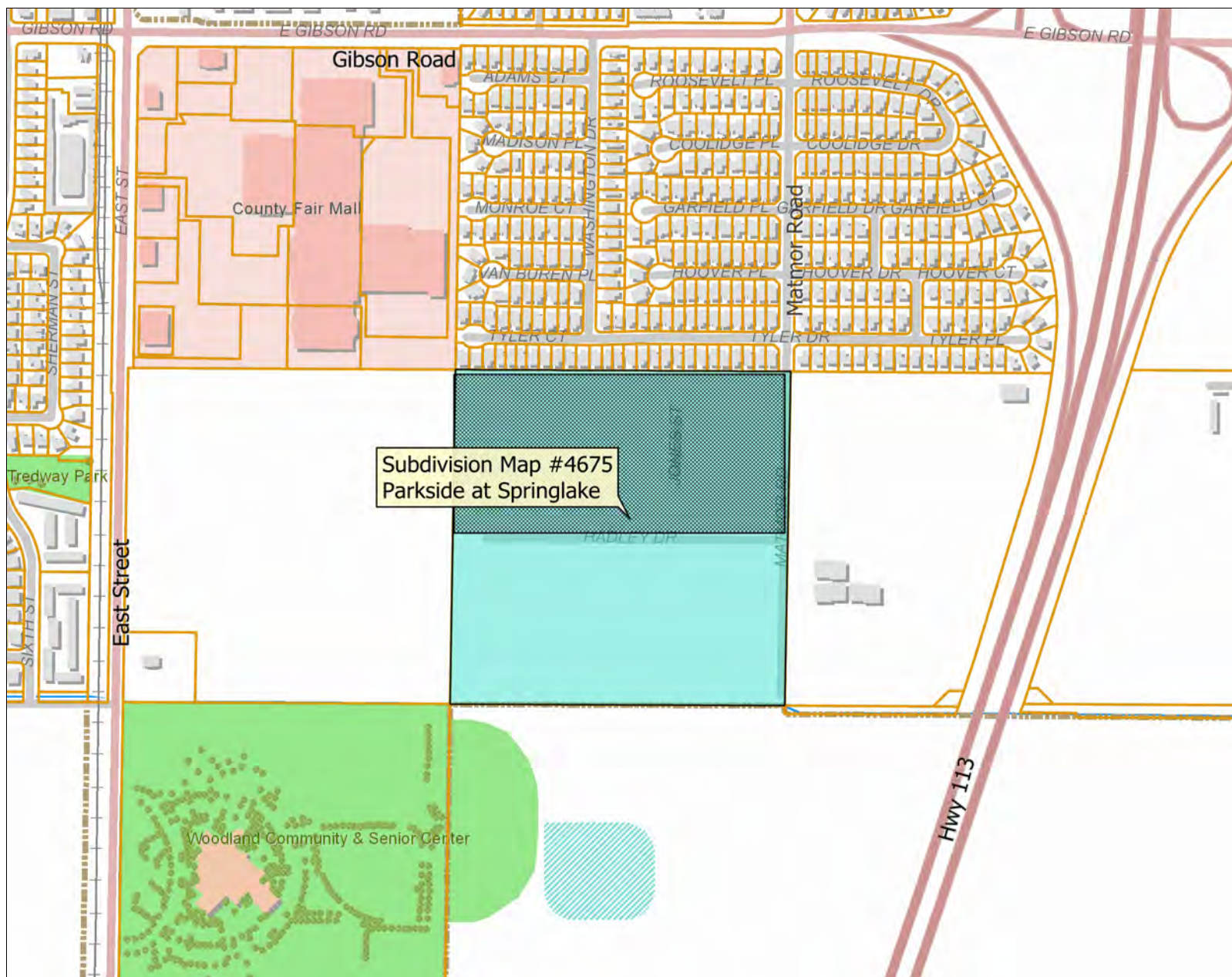
Reviewed by: Brent Meyer, PE
City Engineer
Principal Civil Engineer

Reviewed by: Paul Siegel
Deputy Director CDD

Mark G. Deven
City Manager
Attachments



City of Woodland - Location Map



Legend

- Parcels
- Heritage_Oaks_3
- Park_Trees_3
 - 51 +; 41 to 50; 31 to 40
 - 21 to 30; 11 to 20; 0 to 10
- Railroads_3
- Roads_3
 - Freeway Ramp
 - Freeway
 - Major Street
 - Minor Street
- City_Boundary_3
- Water_Course_3
- Buildings_3
 - Government
 - Hospital
 - Retail
 - School
- Footprints_3
- Building_Shadow_3
- Pond_3
- Parks_3
 - <all other values>
 - Cemetery
 - Park
- Parking_Lots_3
- Landmarks_3
 - Hospital
 - Retail
 - School
- Railroads_1

1: 7,000



0.2 0 0.11 0.2 Miles

Notes

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees — Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

Subdivision NO. 4675

Between

THE CITY OF WOODLAND
A California municipal corporation

And

STANDARD PACIFIC CORP.
A Delaware Corporation

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL/TRACT MAP NO. 4675

I. PARTIES AND DATE.

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__ ("Effective Date"), by and between the CITY OF WOODLAND, a California municipal corporation ("City") and Standard Pacific Corp., a Delaware Corporation with its principal office located at 3650 Industrial Boulevard, Suite 140 West Sacramento, CA 95691 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. Developer's tentative parcel/tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland CITY COUNCIL on October 4, 2005. The tentative parcel/tract map is identified in City records as Subdivision Map No. 4675 ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 4675, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 21 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 21 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for the Property.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on October 4, 2005

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes this Agreement; and (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B", which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and

bonds for such Public Improvement have been submitted to and approved by the City Engineer, the City Attorney, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires reasonable alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by the City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement, unless such notice is required by the Developer's surety, in which case prior written notice shall be given by Developer to Developer's surety.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have one or more competent foreperson(s) on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City, which approval shall not be unreasonably withheld. Following approval by City, one or more foreperson(s) shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change a foreperson, it shall provide the information specified above and obtain City's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. City, in its

reasonable discretion, may require any contractor or subcontractor to replace a foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

In addition, Developer shall maintain an office with a telephone and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, and after providing Developer with prior written notice and a reasonable opportunity to cure, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _____, 2011 (subject to force majeure set forth in Section 17.16 below) or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices.

An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If it appears to the City that a contractor or subcontractor is incompetent or acting in a disorderly manner, Developer shall use its best efforts to promptly remove such contractor or subcontractor from the project, and such person shall not again be employed on the work without City's prior consent. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and

regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. If Developer fails to commence to cure within such 10-day period and thereafter diligently prosecute such cure to completion, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within a reasonable time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its

surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds which may be allowed under California Government Code Section 66499, *et seq.* and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its reasonable discretion, that the Estimated Costs have changed, Developer

shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all public landscaping in a vigorous and thriving condition, Developer shall provide City an irrevocable faithful performance bond in the amount of **Two Million Four Hundred Forty Four Thousand Twelve Dollars and Twenty-Nine Cents (\$2,444,012.29)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this Section as the Public Improvements are accepted by City, as provided under this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map and that no more than seventy percent (70%) of the security is released prior to full final completion and acceptance of all Public Improvements. All security provided under this Section shall be released no later than the end of the Warranty period, or any extension thereof as provided by this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Payment Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City an irrevocable payment bond in the amount of **Four Million Two Hundred Fifteen Thousand Three Hundred Ninety Two Dollars and seventy five cents (\$4,215,392.75)**, which sum shall not be less than fifty percent (50%) of the Estimated Costs. At the discretion of City, the security provided under this Section may be released by written authorization of the City Engineer six (6) months after the date City accepts the final Public Improvements, or within the time limits established in California Government Code Section 66499.7. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or the reasonable requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public

Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VII, shall be authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without

limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. If Developer's insurance does not provide that defense costs shall be paid in addition to the limits, minimum limits must be \$2,000,000 per occurrence and \$4,000,000 in the aggregate. The policy shall contain no endorsements or provisions excluding standard coverage for: (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse or underground hazard (XCU). Contractors and subcontractors will not be required to buy separate insurance if covered by Developer's wrap insurance policy.

14.1.2 Automobile Liability. Developer, its contractors and subcontractors shall procure and maintain automobile liability insurance with minimum limits of \$1,000,000 each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as

required by the Labor Code of the State of California and Employers' Liability Insurance of not less than \$1,000,000 per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

14.1.5 Intentionally Deleted.

14.2 Deductibles. Policies containing deductibles or self-insured retentions shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention as long as such deductible or self-insured retention has been paid. Any deductibles or self-insured retentions must be consistent with deductibles or self-insured retentions maintained by similar businesses owning similar properties. The City hereby approves the self-insured retention of Developer's general liability insurance program which is \$2,000,000 for premises liability claims and \$7,500,000 per occurrence for all other claims, provided that Developer shall promptly pay from its own funds any claim which would otherwise fall within the scope of the Required Insurance but for the existence of Developer's self-insured retention. Developer shall permit any person with such a claim to make that claim directly to Developer, and shall provide, promptly upon request by any person, contact information for the employee or department of Developer authorized to approve such claims.

14.3 Certificates; Verification. Developer shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates shall be signed by Developer's insurance broker. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time; provided, however, that if the policy has not been issued, a copy of the binder will be sufficient.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A-:VII, shall be authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: Developer's Commercial General Liability and Auto Liability policies shall not be canceled until a thirty (30) day prior written notice of cancellation by the Developer's insurance broker has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium. Developer shall immediately provide written notice to City in the event Developer's Commercial General Liability or Auto Liability policies are cancelled or have lapsed. Such cancellation or lapse of policies shall constitute a default under this Agreement.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Developer's Workers' Compensation policy required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The certificate of insurance shall provide that the policy shall not be canceled until a thirty (30) day prior written notice of cancellation by the Developer's insurance broker has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 Developer shall require its contractors and subcontractors to provide certificates of insurance for all policies required by this Agreement which states that the policy shall not be canceled until a thirty (30) day prior written notice of cancellation has been served upon Developer, except ten (10) days prior written notice shall be allowed for non-payment of premium. Developer agrees to require replacement coverage from such contractors or subcontractors (or replace such contractors or subcontractors with a contractor or subcontractor with the required insurance) in the event such notice is received.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors or subcontractors an agent, contractor or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

17.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

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

DEVELOPER:

Standard Pacific Homes
3650 Industrial Boulevard Ste. 140
West Sacramento, CA 95691
Attn: Eric Anderson

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

17.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17.6 Waiver . City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or

undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

17.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" projects. Since the Public Improvements are eligible for partial reimbursement by City, and are thus being performed as part of an applicable "public works" project, as defined by the Prevailing Wage Laws, and since the total cost eligible for reimbursement is \$1,000 or more, Developer agrees to fully comply with such Prevailing Wage Laws. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to complete the Public Improvements available to interested parties upon request, and shall post copies at Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

17.16 Force Majeure. In the event that Developer is prevented, delayed or stopped from performing any act, undertaking or obligation by reason of an event of force majeure, including excessive adverse weather, failure of power, acts of public enemies, riots, insurrection, war, findings made by a governmental entity that the site of a particular Improvement is of archeological significance, beyond the reasonable control of Borrower, then the time for Developer's performance under this Agreement shall be extended by one day for each day's prevention, delay or stoppage by reason of such event of force majeure

[Signature Page Follows]

CITY OF WOODLAND

Standard Pacific Corp., a Delaware
Corporation

By: _____
Artemio Pimentel, Mayor

By: 
Signature

Eric Anderson

Authorized Representative

(Seal)

ATTEST:

By: _____
Ana Gonzalez, City Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

By: _____
Andrew Morris, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOL)

On JAN. 17. 2011, before me, MANDI KAERCHER, Notary Public, personally appeared ERIC ANDERSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Mandi Kaercher
Signature of Notary



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature of Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Subdivision Map No. 4675 Parkside

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

Parcel 041 — 070- 042 -000

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

For Subdivision Final Map 4675 Parkside

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

Construction of streets, curbs, gutters, sidewalks, street lights, traffic signal, landscaping, water, sewer, and storm drain, utilities, joint trench for dry utilities, and appurtenances necessary to serve Sub Division 4675. Improvement plans for which are incorporated herein by reference.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

Subdivision 4675/Parkside

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: \$ 2,444,012.29

Surety: _____

Attorney-in-fact: _____

Address: _____

PAYMENT BOND: \$ 4,215,392.75

Surety: _____

Attorney-in-fact: _____

Address: _____

GUARANTEE AND WARRANTY SECURITY BOND: \$ 843,078.55

Surety: _____

Attorney-in-fact: _____

Address: _____

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF WOODLAND
COMMUNITY DEVELOPMENT DEPARTMENT
520 COURT STREET
WOODLAND, CA 95695

Assessor's Parcel No. 041-080-02

(Space Above For Recorder's Use)

RIGHT-OF-ENTRY AND FUNDING AGREEMENT

THIS RIGHT-OF-ENTRY AND FUNDING AGREEMENT ("Agreement") is dated as of _____, 2011, by and between Standard Pacific Corporation, a Delaware Corporation. ("Grantee"), with its principal office located at 3650 Industrial Boulevard, Suite 140 West Sacramento, CA 95691 and the City of Woodland, a California general law city ("City"), and is entered into with respect to the facts set forth in the following Recitals:

RECITALS

1. This Agreement affects certain real property (APN 041-080-02) owned by City, which is depicted in Exhibit "A", attached and incorporated herein by this reference (the "Property").
2. Grantee and City previously entered into a Development Agreement, which require Grantee to fund design and construction of the City Community/Senior Center Storm Water Retention Basin on the Property, as well as certain roadway improvements along the south side of the City's Sports Park property.
3. Grantee intends to construct storm drainage improvements, including increasing the size of the retention basin and converting it to a detention basin with outfall conveyance piping, all in accordance with the Morton & Pitalo plans (the "Contract Documents") titled "Parkside at Springlake", as approved by the City (the "Project").
4. City desires to provide for a right of entry to the Grantee and any party with whom Grantee contracts or otherwise arranges for the construction of the Project ("Contractors") to enter onto the Property for the purpose of constructing the Project on the Property, subject to the terms and conditions set forth in this Agreement and the Contract Documents

TERMS AND CONDITIONS

1. **Grant of License.**

1.1 City grants to Grantee and its Contractors a license in, upon, over and across the Property for ingress, egress, parking and all other activities reasonably related to the Project.

1.2 In entering upon the Property in performance of the Project, Grantee shall reasonably minimize interference with, impairment of or disruption of the existing or future use, enjoyment, occupancy and/or operation of the Property or any portion thereof by Grantor or any other person or entity using, occupying or operating the Property or any portion thereof. Grantee and its Contractors shall perform the Project in an efficient and workmanlike manner. Any and all items or materials brought onto the Property by Grantee or its Contractors pursuant to this Agreement, including without limitation, any and all equipment, machinery, wells, pipelines, structures or improvements, shall be and remain the personal property of Grantee or its Contractors. No such items shall be left on the Property, except as may be reasonably necessary for customary performance of the Project. Grantee and its Contractor, City and its Contractors shall cooperate with each other in all reasonable respects to coordinate their work on the Property.

2. **Funding and Construction.**

2.1 Grantee has advanced Five Hundred Fourteen Thousand Two Hundred Seventy Dollars (\$514,270.00) to the City funds sufficient to pay the costs associated with license purchase.

2.2 City shall design and construct, and the Grantee agrees to advance to City, within fifteen days of demand, funds sufficient to pay for the design and construction of, improvements along Road 24A consisting of a 10-foot wide pedestrian/bike path and an 8-foot wide landscape strip, Two Hundred Forty-Five Thousand, Four Hundred Forty Four Dollars (\$245,444.00) as specified in Exhibit "C", in accordance with City-approved RJM Design Group plans titled "Woodland Sports Park Phase 1".

2.3 Grantee as part of an approved permitted dewatering plan may use the basin for land application and disposal of ground water pumped during construction dewatering. During term of dewatering storage pond shall not be hydraulically connected with the remainder of the City's storm drain system.

2.4 Upon acceptance of public improvements City shall operate and maintain the drainage system. Operation and maintenance of the drainage system shall mean that the City shall assume responsibility for storm water quality of the public system. This shall not relieve the Grantee of requirements to warranty work or landscaping.

3. **Export of Dirt.** City shall permit the Grantee to export approximately 53,300 CY of dirt to the Grantee's site, from excavated material from the storm drain pond construction, at no charge. Any dirt excavated in the course of the storm drain pond construction which is in excess of what Grantee needs for its site shall be placed adjacent to the outfall channel and

spread no higher than two feet (2'). Grantee shall ensure that its contractors comply with and adhere to erosion control measures and SWPPP best management practices.

4. **Termination of Agreement.** This Agreement and the license provided for herein shall terminate upon the earlier of: (1) completion of the Project and acceptance of the Project by City, evidenced by a written instrument executed by the authorized representative(s) of City; (2) cessation of performance of the Project on the Property for a continuous period of 360 days following commencement of the Project; or (3) December 31, 2011. Grantee acknowledges that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to Grantee. No termination of this Agreement shall release Grantee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement.

5. **Restoration of Property.** Within thirty (30) days of termination of this Agreement as provided in Section 4, Grantee shall restore any portion of the Property adversely physically affected by the Project to a condition as reasonably close as possible to the condition as it existed immediately prior to Grantee's entry upon the Property for performance of the Project. Grantee and its Contractors shall leave the Property in a neat, clean, safe and sightly condition. All such removal, repair and restoration work shall be completed by Grantee or its Contractors in a good and workmanlike manner with reasonable diligence, in compliance with all applicable laws and regulations.

6. **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless City, its elected officials, officers, directors, employees, attorneys and agents ("City Indemnitees") from and against any and all third party suits, demands, claims, causes of action, losses, liabilities, penalties, charges, costs and expenses, including reasonable investigation costs, attorneys' fees and disbursements, and fees of consultants and expert witnesses (collectively, a "Third Party Claim") that may be imposed on, incurred by or asserted against City in connection with or arising out of the use of the Property by Grantee, its employees, agents or Contractors pursuant to this Agreement.

7. **Notice to the Parties.** For the purpose of this Agreement, communications and notices between the parties shall be in writing and shall be deemed to have been given when actually delivered, if given by personal delivery or transmitted by overnight courier service, or if mailed, when deposited in the United States Mail, First Class, postage prepaid, return receipt requested and addressed as follows:

To Grantee: Standard Pacific Corp., a Delaware Corporation
3650 Industrial Boulevard, Suite 140
West Sacramento, CA 95691
Attn: Eric Anderson, Authorized Representative

To City: City of Woodland
300 First Street

Woodland, CA 95695
Attn: City Engineer

8. **Payment** Upon substantial completion of the improvements described in Section 2.2, and within 15 days of City's demand for payment, Grantee shall pay to the City the total costs of these improvements, an estimate of which is set forth in Exhibit B. Grantee shall be entitled to a credit against its obligation under this paragraph in the amount of \$245,444 representing the amount advanced to City by Grantee pursuant to Section 2.2. To the extent that the total costs of the improvements are less than the amount of Grantee's advance to City, City shall refund the difference to Grantee.

9. **Liens.** Grantee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Grantee's actions upon the Property. Grantee shall hold City harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property.

10. **Compliance with Laws/Permits.** Grantee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all applicable federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Grantee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Grantee conducts pursuant to this Agreement.

11. **Inspection.** City and its representatives, employees, agents or independent contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Grantee's compliance with the terms and conditions of this Agreement.

12. **Insurance.** Grantee, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by City in the amounts and coverage specified and issued by insurance companies as follows:

12.1 Types; Amounts. Grantee shall obtain, and shall require any subcontractor to obtain, insurance in the amounts described below unless specifically altered or waived by City ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to the license granted herein or be no less than two times the specified occurrence limit.

(i) General Liability Insurance. Grantee shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence.

(ii) "All Risk" Property Insurance. Grantee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or

alterations in, on, or about the Property, with limits equal to the value of all such improvements or alterations.

12.2 **General Provisions.** The general liability insurance policy shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as relates to Grantee operations with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Grantee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

12.3 **Certificates; Insurer Rating; Cancellation Notice.** Prior to entering the Property Grantee shall furnish to City properly executed certificates of insurance which evidence all Required Insurance. Grantee shall maintain the Required Insurance at all times while this Agreement is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date without lapse in coverage. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days prior written notice to City (10 days notice due to non-payment). Unless approved in writing by City, Grantee shall place the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VIII.

12.4 **Waiver of Subrogation.** Grantee releases City and its officials, directors, employees, representatives, and agents from any claims for damage or harm to any person or to the Property caused by, or which result from, risks insured under any insurance policy carried by Grantee at the time of such damage or harm. Grantee shall cause each insurance policy obtained by it to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

13. **Waiver.** No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act to be performed under this Agreement shall be deemed to be an extension of the time for performance of any other obligation or act to be performed under this Agreement.

14. **Attorney Fees.** If any action or suit by a party to this Agreement is brought against another party to this Agreement by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action or suit, any appeals therefrom, and enforcement of any judgment in connection therewith, including reasonable attorneys' fees.

15. **Entire Agreement.** This Agreement (including all Exhibits attached to this Agreement) contains the final expression of, and the entire agreement between, the parties with

respect to the subject matter of this Agreement and supersedes all prior understandings with respect to such subject matter. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted in this Agreement.

16. **Binding on Successors and Assigns.** This Agreement and each and every obligation contained herein shall be binding upon the parties' successors and assigns.

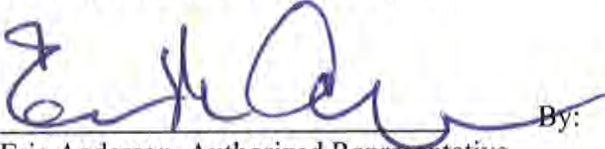
17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Yolo County, California.

IN WITNESS WHEREOF, City and Grantee execute this Agreement by and through the signatures of their authorized representatives, as follow:

Standard Pacific Corp., a Delaware Corporation

CITY OF WOODLAND,
a California general law city

By:



By:

Its: Eric Anderson, Authorized Representative

City Manager

By:

Its:

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT "A"

Map of the Property

EXHIBIT "B"

Description of Costs

10' PATH

26,660 SF X \$3.65/SF

12" enhanced cross walk - 600 SF X \$12/SF

Construction Total: \$104,509

Soft Costs

Design 10% \$10,451

PM/Admin 5% \$5,225

CM 8% \$8,360

Total 10' Path Cost \$128,545

LANDSCAPING

2,640 ft X 8 ft X \$4.5/SF

Total Construction Costs \$95,040

Soft Costs

Design 10% \$9,504

PM/Admin 5% \$4,752

CM 8% \$7,603

Total Landscaping Cost \$116,899

<i>Total Costs: \$245,444</i>

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On JAN. 17, 2011, before me, MANDI KAERCHER, Notary Public, personally appeared ERIC ANDERSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Mandi Kaercher

Signature of Notary



**SUPPLEMENTAL IMPROVEMENTS
REIMBURSEMENT AGREEMENT
SUBDIVISION NO. 4675 Parkside
East Gum & Matmor Traffic Signal
Storm Drain Detention Pond Components
Park Driveway Components**

This Agreement is made this _____ day of _____, 2011, by and between the City of Woodland, California ("City"), and Standard Pacific Corp. a Delaware Corporation with its principal office located at 3650 Industrial Boulevard, Suite 140 West Sacramento, CA 95691 City and Developer may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

- A. Developer has developed a project known as Subdivision No. 4675, Parkside, (the Project) and,
- B. As a condition of developing the Project, the City has required the Developer to install certain public improvements to mitigate the impacts of the Project, in the form of new or increased demand for Road and Traffic Improvements.
- C. The City has requested that the Developer install improvements, identified in the environmental document, with capacity greater than that needed to serve only the Project, which improvements will benefit both the Project and the City.
- D. Specifically, the Project's demands for traffic improvements as shown in the traffic study for the subject project, and the City has requested that the Developer in lieu of construction fund a City Capital project to install the traffic signal at the intersection of East Gum Street and Matmor Road.
- E. Furthermore, the Developer is required to complete construction of a storm drain detention pond to serve the project.
- F. Developer is willing to pay for the total costs of constructing the traffic signal, subject to the City's agreement to reimburse the construction costs of the traffic signal, pursuant to the terms of this Agreement.
- G. Furthermore, Developer has requested reimbursement for components of the storm drain detention pond that were funded by the previous property owner.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

prior to final map.

- 4. **Design and Construction for the Storm Drain Detention Pond.** Developer shall be responsible for the design and construction to complete the storm drain pond. City shall reimburse a fixed cost for the Fence and access road as detailed in Section 7 in accordance with the approved plans for subdivision 4675, incorporated here by reference.
- 5. **Construction of Driveway.** Developer shall construct 80 LF of driveway (4" AC over 12" AB) with curbs between the northeast parking lot of the sports park and Sports Park Drive.
- 6. **Acquisition of Right-of-Way.** Except as required under Section 66462.5 of the Subdivision Map Act (Government Code Section 66462.5), to the extent that City does not already possess sufficient rights-of-way the City shall acquire any

9. **Reimbursement for Components of the Driveway.** City shall reimburse the developer a cost not to exceed Thirty Five Thousand Five Hundred Fifty Dollars & 00/00 (\$35,550), plus 10% overhead and construction management for a total cost not to exceed Thirty Nine Thousand Fifty Dollars and 00/00 (\$39,050). Reimbursement shall be for actual costs incurred subject to submission of documentation approved by the City Engineer. Reimbursement shall be processed by the City within 90 days of acceptance of improvements and submission of supporting document by the Developer.
10. **Prevailing Wages.** Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects.
11. **Alterations to Reimbursable Improvements.** This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Reimbursable Improvements, provided the City shall pay for any additional improvement costs in the event the City enlarges or extends the Reimbursable Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Reimbursable Improvements.
12. **Binding on Successors in Interest.** Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.
13. **Indemnity.** Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.
14. **Termination.** In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to Developer.

Supplemental Improvements Reimbursement Agreement
East Gum Avenue and Matmor Road Signal
Storm Drain Pond Components
Subdivision No. 4675, Parkside

15. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

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

DEVELOPER:

Attn: Eric Anderson
Standard Pacific Homes
3650 Industrial Boulevard, Suite 140
West Sacramento, CA 95691

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

16. **Contact Information for Developer.** It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Reimbursable Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.
17. **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
18. **Attorneys Fees.** If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

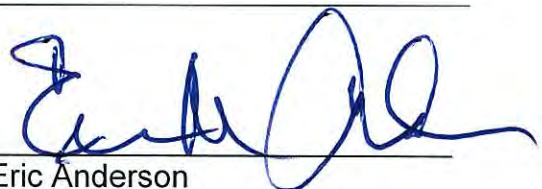
IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

DEVELOPER

Supplemental Improvements Reimbursement Agreement
East Gum Avenue and Matmor Road Signal
Storm Drain Pond Components
Subdivision No. 4675, Parkside

By: _____
Brent Meyer
City Engineer

By: 
Eric Anderson
Authorized Representative

ATTEST:

By: _____

City Clerk

EXHIBIT 'A'

Reimbursable Improvements

1. Installation of Traffic Signal and related, right of way acquisition, road striping, and minor concrete work for the intersection of East Gum Avenue and Matmor Road.
2. Chain Link Fence and Access Road for the Storm Drain Detention Pond. Fixed Costs Chain Link Fencing \$40,493, Chain Link Fencing \$36,000, and 23% soft costs \$17,593.39. Total \$94,086.39.
3. Construct 80 linear feet of asphalt concrete driveway and barrier curb between the northeast sports park parking lot and sports park driveway, \$35,500, and 10% soft cost for a total of \$39,050.

SUPPLEMENTAL IMPROVEMENTS THIRD PARTY REIMBURSEMENT AGREEMENT

This Supplemental Improvements Third Party Reimbursement Agreement ("Agreement") is made this 14th day of June, 2010, by and between the City of Woodland, California ("City"), and Standard Pacific Corp, a Delaware Corporation ("Developer"). City and Developer may be referred to individually herein as "Party" or collectively as "Parties."

RECITALS

- A. Developer is currently developing a project known as Subdivision No. 4675 Parkside (Sievers/Prudler) (the "Subdivision"); and,
- B. As a condition of developing the Subdivision or Project, the City requires the Developer to install certain public improvements in excess of the capacity necessary to serve the Subdivision (the "Public Improvements").
- C. The Public Improvements will serve and benefit the Developer, City, and future development of other properties ("Benefiting Properties") in the area of the Subdivision, as more specifically described in Exhibit "A" attached hereto and incorporated by reference herein.
- D. Developer is willing to pay the total costs of the Public Improvements, subject to the City's agreement to collect reimbursement from future Benefiting Properties as they develop, in proportion to the extent that City determines that each Benefiting Property benefits from the Public Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. **Incorporation of Recitals.** The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.
- 2. **Construction of Public Improvements.** The Public Improvements subject to this Agreement, and the estimated costs therefore, are shown on the improvement plans entitled "Improvement Plans for Subdivision No. 4675" and described in Exhibit "B," attached hereto. Developer agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer's and others' properties to the satisfaction of the City Public Works Director and in accordance with the Subdivision Improvement Agreement dated as of _____ and incorporated herein.
- 3. **Allocation and Reimbursement of Costs of Public Improvements.**

- 3.1 Proportionate Share. Notwithstanding Developer's agreement to advance all of the costs of the Public Improvements, the Developer and each Benefiting Property shall be responsible for its proportionate share of such costs ("Proportionate Share"). In no event shall the City contribute to any reimbursement of the costs of the Public Improvements, or any other costs associated with this Agreement.
- 3.2 Determination of Proportionate Share. The Benefiting Property's Proportionate Share for the Road 24A/Sports Park Drive improvements has been determined based upon the respective street frontages of the Subdivision and the Benefiting Property. The Benefiting Property's Proportionate Share of the Road 24A/Sports Park Drive improvements has been calculated as shown in the following tables:

Road 24A/Sports Park Drive Improvements		
Property (APN)	Lot Frontage (ft)	Reimbursement Amount
Benefiting Property (41-070-42)	1005	\$446,340
Benefiting Property (41-070-06)	315	\$139,898

- 3.3 Collection of Benefiting Properties' Proportionate Share. As part of the conditions of approval for development, renovation, reconstruction, or significant change of use of a Benefiting Property, City shall require the developer of a Benefiting Property to pay to the City the Proportionate Share of the subject Benefiting Property as a condition of approval of any discretionary land use application submitted by a Benefiting Property developer to the City.
- 3.4 Reimbursement to Developer. Within one hundred and twenty (120) days of the receipt of each Benefiting Properties' Proportionate Share, City shall remit such Proportionate Share, minus a reasonable amount necessary to cover City's administrative costs, to Developer.
4. **Term of Reimbursement Obligation.** City's obligation to remit Proportionate Shares paid by Benefiting Properties to Developer under this Agreement for the Public Improvements shall continue for a period of ten (10) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all reimbursable amounts due and owing to Developer under this Agreement or is otherwise terminated as provided in this Agreement.
5. **Reimbursement Deficiencies.** City makes no guarantees, express or implied, that the Benefiting Properties will seek approval of any discretionary land use application within the 10-year period specified in Section 4 above, and in the event that Developer does not recoup his or her full reimbursable portion within the 10-year period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its best efforts to collect reimbursement from the Benefiting Properties, City shall not be liable to Developer for any deficiency in the event City fails to collect reimbursement from one or more Benefiting Properties, regardless of fault or reason for City's failure to collect said reimbursement.

6. **Prevailing Wages.** Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Public Improvements are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the Public Improvements will cost more than \$1,000, Developer shall fully comply with such Prevailing Wage Laws. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Public Improvements available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
7. **Alterations to Public Improvements.** This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, provided the City shall pay for any additional improvement costs in the event the City enlarges or extends the Public Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Public Improvements.
8. **Binding on Successors in Interest.** Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.
9. **Indemnity.** Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.
10. **Termination.** In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to Developer.
11. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

DEVELOPER:

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

Attn: Eric Anderson
Standard Pacific Homes
3650 Industrial Boulevard, Suite 140
West Sacramento, CA 95691

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

12. **Contact Information for Developer.** It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Public Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.
13. **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
14. **Attorneys Fees.** If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

By: _____
Mark Deven, City Manager

Standard Pacific Corp.
A SCLAWANA CORPORATION

Eric Anderson, Authorized Representative

EXHIBIT "A"

BENEFITING PROPERTIES AND CURRENT OWNERSHIP

APN 041-070-42	Yolo Residential Investors, a California General Partnership
APN 41-070-06	"Forrest Property"

EXHIBIT "B"

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with the City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement.

Furnish, construct and install at his/her own expense the improvements required and in accordance to the conditions of approval of Parkside (Sievers/Prudler) dated October 4, 2005 Condition 48b and the "Improvements Plans for Subdivision No. 4675" dated _____.

Recording Requested by
and when recorded return to:

City of Woodland
Attn: Finance Director
300 First Street
Woodland, CA 95695

**AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
BY THE CITY OF WOODLAND**

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2010 ("Effective Date") by and between Standard Pacific Corp. a Delaware Corporation with its principal office located at 3650 Industrial Boulevard, Suite 140 West Sacramento, CA 95691 ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City ("Improvements"), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development Within the Spring Lake Specific Plan Area ("Reimbursement Agreement"), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit "A," attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is One Million Seven Hundred Thirteen Thousand, Forty-Three & 98/100 Dollars (\$1,713,043.98) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A," Based on Engineer's Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any other

provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than \$1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 Documentation of Costs. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: Standard Pacific Homes
Attn: Eric Anderson
3650 Industrial Boulevard, Suite 140
West Sacramento, CA 95691

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this

Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

By: _____

Mark Deven, City Manager

Standard Pacific Homes

by: _____

Eric Anderson

Its: _____

ERIC ANDERSON
Authorized Representative

ATTEST:

City Clerk

**EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED**

	SCHEDULE					
Item No.	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	TOTAL ESTIMATED COST	FUND SOURCE	
	CR 24A-Matmor Road to Pioneer Avenue					
1	Sewer line	LS		\$502,764	SLIF Credits	
2	Storm Drain 60"	LS	.	\$387,200	SLIF Credits	
3	12" Water Line Constructed	LS		\$122,676	SLIF Credits	
4	12" Water Line Cash in lieu of Construction	LS		\$327,224	SLIF Credits	
5	Traffic Signal	LS		\$38,112.50	SLIF Credits	
6	Overhead, Engineering Etc.	LS		\$325,167.48	SLIF Credits	
	Sub TOTAL			\$1,713,043.98		
	East Street/RD 24A Intersection					
7	Estimated East Street Property Acquisition	LS		\$9,000	SLIF Credits	
8	Soft Costs			\$900		
	Sub Total			\$9,900		
	Total			\$1,722,943.98		

EXHIBIT B

DEVELOPER'S COSTS IN CONSTRUCTING ACQUIRED IMPROVEMENTS

PARKSIDE AT SPRING LAKE

OFF-SITE ITEMS ELIGIBLE FOR SLIF REIMBURSEMENT

Item No.	Description	Unit	Unit Price	Quantity	Cost
A	Drainage System				
022	60" DMH*	EA	\$ 3,900.00	6	\$ 23,400.00
024	SANTA ROSA 4A DROP INLET	EA	\$ 2,600.00	3	\$ 7,800.00
028	60" DRAIN*	LF	\$ 200.00	1780	\$ 356,000.00
SUBTOTAL					\$ 387,200.00
B	Sewer System				
051	48" SEWER MANHOLE	EA	\$ 3,500.00	7	\$ 24,500.00
161	48" SEWER DEEP MANHOLE	EA	\$ 4,200.00	8	\$ 33,600.00
	21" SEWER PIPE SDR 26*	LF	\$ 105.00	332	\$ 34,860.00
	18" SEWER PIPE SDR 26*	LF	\$ 94.00	898	\$ 84,412.00
164	18" HDPE FUSION WELD SEWER PIPE*	LF	\$ 233.00	440	\$ 102,520.00
163	15" SEWER PIPE SDR 26*	LF	\$ 86.00	2310	\$ 198,660.00
	CONNECT TO EXISTING	EA	\$ 1,100.00	1	\$ 1,100.00
SUBTOTAL					\$ 479,652.00
C	Water System - Construct				
062, 172	12" PVC C900 WATER PIPE*	LF	\$ 40.50	2692	\$ 109,026.00
175	12" GATE VALVE*	EA	\$ 1,950.00	7	\$ 13,650.00
SUBTOTAL					\$ 122,676.00
D	Traffic Signal Modification				
	TRAFFIC SIGNAL MODIFICATION	LS	\$112,450.00	.25	\$ 28,112.50
	TRAFFIC CONTROL - EAST STREET	LS	\$ 10,000.00	1	\$ 10,000.00
SUBTOTAL					\$ 38,112.50
E	Soft Costs				
	Fixed General Overhead (3%)				\$ 30,829.22
	Estimated Engineering and Surveying (10%)				\$ 102,764.05
	Estimated Plan Check and Inspection (4%)				\$ 41,105.62
	Fixed Construction Management (7%)				\$ 71,934.84
SUBTOTAL					\$ 246,633.72

SUMMARY

A	Drainage System	\$387,200.00
B	Sewer System	\$479,652.00
C	Water System - Construct	\$122,676.00
D	Traffic Signal Modification	\$38,112.50
E	Soft Costs	\$246,633.72
TOTAL		\$1,274,274.22

PARKSIDE AT SPRING LAKE
OFF-SITE ITEMS ELIGIBLE FOR SLIF REIMBURSEMENT
WATER LINE - MATMOR ROAD TO PIONEER AVENUE (CASH IN-LIEU)

A	Water System - Cash In Lieu of Construction				
062, 172	12" PVC C900 WATER PIPE*	EA	\$ 40.50	3908	\$158,274.00
173	12" DIP WATER PIPE/BORE & JACK 24" CASING*	LF	\$ 490.00	305	\$149,450.00
	FIRE HYDRANT ASSEMBLY	EA	\$ 4,200.00	0	\$ -
175	12" GATE VALVE*	EA	\$ 1,950.00	10	\$ 19,500.00
SUBTOTAL					\$327,224.00

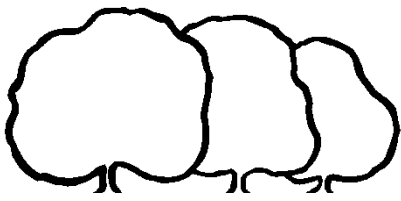
B	Soft Costs				
	Fixed General Overhead (3%)				\$ 9,816.72
	Estimated Engineering and Surveying (10%)				\$ 32,722.40
	Estimated Plan Check and Inspection (4%)				\$ 13,088.96
	Fixed Construction Management (7%)				\$ 22,905.68
SUBTOTAL					\$ 78,533.76

SUMMARY

A	Water System - Cash In Lieu of Construction	\$327,224.00
B	Soft Costs	\$ 78,533.76
TOTAL		\$405,757.76

EXTRA WORK

- | | |
|---|-------------|
| 1. Additional Excavation for Deep Sewer | \$23,112.00 |
|---|-------------|



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Additional Construction Contingency for SLSP Park N2 (Jack Slaven Park) CIP 05-27, 08-62 and 09-19

Report in Brief

In June 2, 2009 the City awarded a construction contract to Hemington Landscape Construction in the amount of \$2,312,689 to construct Jack Slaven Park. The construction contract contingency authorization was specifically restricted to 6% of the contract award (\$159,084.79). Because of safety and maintenance concerns regarding water treatment discovered during construction, staff is now recommending an increase to the construction contingency of \$50,000. This funding is already included in the capital budget authorization for the project.

Staff recommends that the City Council approve an increase in the construction contract contingency of \$50,000 for the Jack Slaven Park Project, CIP 05-27, 08-62 and 09-19.

Background

The SLSP Park N2 is the first of 4 parks to be built in the specific plan area. It is an 8-acre neighborhood park located between Miekle Avenue, Ortiz Avenue, Camacho Way, and a future school site.

The project included the Neighborhood Park, Greenbelt improvements along Camacho from Farmer's Central Road to Parkway Drive, adjacent Streetscape improvements along Miekle and Ortiz, and Traffic-Calming features on Ortiz.

The contractor began work on June 22, 2009 and was substantially completed on May 1, 2010, and opened to the public for use. During Electrical inspection, staff discovered that the storage and handling of pool chemicals (muriatic acid and sodium hypochlorite) in the same room as electrical equipment would cause serious long term safety and maintenance concerns. The chemicals are incompatible with each other and require additional separation and specialized venting. The designer has prepared a revised design for a separate small chemical storage structure adjacent to the existing restroom facility. This additional design work has been prepared at no additional cost.

The construction contract change orders issued on the project to date add up to \$128,784. The major change order items include adding reinforcement to sidewalks for vehicular access, amending the soils to allow plant growth, placing bark/mulch on the site of the future parking lot, mowing the weeds along the perimeter and commercial property adjacent to the park, and graffiti protection coating.

Discussion

After looking at a number of different design options, staff directed the designer to move forward with the design of a small storage structure. The designer provided plan revisions and staff received a quote from the contractor, Hemington Landscape (HL) for approximately \$55,000(in addition to the structure this included landscape replacement, irrigation adjustments and connections to the existing structure). Staff requested quotes from three (3) other contractors for the structure portion only in order to check the market value of the work. Staff received two (2) other quotes in the amounts of \$56,000 and \$68,000. Therefore, staff determined that the HL quote was reasonable.

Fiscal Impact

The park is funded by Park SLIF (Fund 640); the Greenbelt is funded by the SLSP CIP, with portions of the Streetscape funded with developer's deposits for the improvements.

The original contract award was for \$2,312,689. The final contract amount, including the proposed change order, is expected to be \$2,510,000. If the Council approves the proposed change order, the total project cost is expected to be \$3,934,000. There is sufficient funding within the total project budget of \$4,233,730 for this additional expense. The difference between the total construction cost and total project cost represents the amount budgeted for design, construction management, and land acquisition.

There is no impact to the General Fund.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council approve an increase in the construction contract contingency of \$50,000 for the Jack Slaven Park Project, CIP 05-27, 08-62 and 09-19.

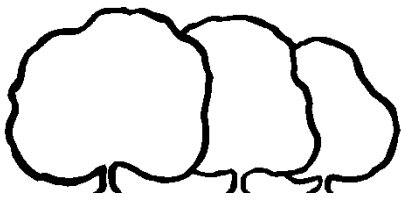
Prepared by: Tamera Burnham, P.M.P.
Assistant Engineer

Reviewed by: Michael Karoly, P.E.
Senior Civil Engineer

Reviewed by: Brent Meyer, P.E.
Principal Civil Engineer/City Engineer

Reviewed by: Paul Siegel
Deputy Director
Community Development Department

Mark G. Deven
City Manager



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Well 1 Replacement, Project No. 10-08 Phase I; Approve Plans and Specifications, and Authorize Bid Advertisement to Construct

Report in Brief

The new Yolo County Courthouse project which will be constructed on the 3.75 acre block south of Main Street between Fifth and Sixth Streets will displace the existing Well 1 (445 Fifth Street). Well 1 will be replaced with Well 28 that will be drilled in Freeman Park, located north of the existing Well 1 between Court Street and Main Street. It is anticipated for the new courthouse to begin construction March 2012. Construction of the new well to replace existing Well 1 will need to be completed prior to the construction of the Courthouse. In order to meet the Court's construction schedule the well replacement project will need to move forward quickly.

Staff recommends that the City Council approve the project design and bid package for the Well 1 Replacement, project No. 10-08 (Phase I) and authorize bid advertisement.

Background

Well 1 is located in central Woodland and is an important supply source for the City of Woodland. Well 1 is considered to be one of the City's top wells both in production and water quality. Replacement of the well was not considered until the Court project needed the well to be abandoned. Construction of the replacement well is necessary to maintain the City's capability to meet water demands by supplying adequate flow to the downtown area while also maintaining adequate fire flows. A hydraulic analysis was performed by West Yost and Associates to verify that Freeman Park was an appropriate location for Well 28 and confirm the ability to integrate this well into the existing distribution system. The conclusion of the analysis was that Freeman Park is well suited to accommodate and provide peak hour demand and fire flow conditions in the downtown area. The California Department of Public Health (CDPH) requires the new well to be located away from building drains, storm sewers and sanitary sewers. The Freeman Park site meets all the setback requirements. The well site will be in a low use area of Freeman Park and the location issues have been coordinated with City Park staff.

This project will consist of two construction phases. Phase I involves the construction contract for drilling of the pilot hole and the production hole. Phase II will follow with the equipping of Well 28 which include building, on-site facilities, pump, motor, pipes and connection to the City water system. In order to meet the Courthouse construction schedule for ground breaking in March 2012, the drilling of the production well will need to be completed by the end of summer to have time to construct the above ground facilities.

As part of their construction budget, the State has agreed to pay for part of the costs to relocate the well. The total budget is \$2,303,000, which consists of \$1,303,000 from Fund 210 Water Enterprise, \$250,000 from Fund 821 Redevelopment Bond Fund and \$750,000 from Fund 520 Redevelopment Agency (RDA). The \$750,000 was the agreed amount from the State for the well replacement. The amount has not yet been paid to the City and negotiations are underway for the timing of when the City will be receiving the funds. Bid authorization at this time for Phase I is crucial to meet the Courthouse project schedule. Before awarding the contract for Phase I staff anticipates that all funds to be available for both Phases I and Phase II.

Discussion

The well location within Freeman Park was chosen to minimize impacts to the community while providing a location that met the California Department of Water Resources and California Department of Public Health drinking water source protection zone requirements. The replacement well for Well 1 will be at a new location so CDPH requires a new well number, i.e. Well 28. Well 28 was designed utilizing information available from nearby wells. Data and water quality test results from the pilot hole will be used to determine the final design of the production well.

The same noise and lighting mitigations will be used on this project that were successfully used for the re-drilling of wells for Well 15 and 22 that were in residential neighborhoods. Temporary sound attenuation measures will be employed during construction to minimize noise generated by well drilling and the new well will be housed in building designed with sound attenuation features in order to reduce the off-site operational noise levels consistent with the noise requirements of the City. As a result, the Well Replacement Project is considered categorically exempt under the California Environmental Quality Act based on CEQA Guidelines Sections 15303, New Construction or Conversion of Small Structures.

A full set of Plans and Specifications are available for review at the Public Works Department. For inquiries regarding project details, please contact Utility Engineering staff at (530) 661-5962.

Upon Council authorization, the project bids will be solicited by end of February with an approximate bid opening date of late March. Staff anticipates construction beginning around late April.

Fiscal Impact

The project is fully funded in the Capital Budget. The total budget is \$2,303,000, which consists of \$1,303,000 from Fund 210 Water Enterprise, \$250,000 from Fund 821 Redevelopment Bond Fund and \$750,000 from Fund 520 Redevelopment Agency (RDA). The engineer's estimate of construction cost is \$422,585 for Phase I and \$1,167,379 for Phase II for a total of \$1,589,964.

The difference between the total project budget and the engineer's estimate is the amount budgeted for design, construction management and project contingency. There is no impact to the General Fund.

Public Contact

This item was posted on the City Council agenda. Prior to drilling of well, a public notification letter will be mailed to the local neighbors and businesses notifying them of the construction to take place in their proximity and a neighborhood meeting will be held in March to provide a forum to discuss any issues related to the drilling operations. This public notice process was successfully used for the well drilling that occurred for Wells 15 and 22. In addition, the organizers for the Woodland Farmer's Market and the Tomato Festival have been notified and all construction activities will be coordinated to minimize impact on the park activities.

Recommendation for Action

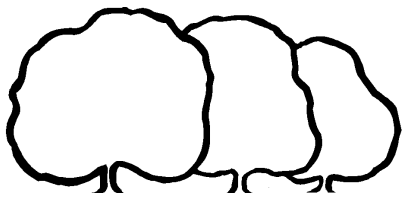
Staff recommends that the City Council approve the project design and bid package for the Well 1 Replacement, project No. 10-08 (Phase I) and authorize bid advertisement.

Prepared by: Clara Olmedo
Associate Engineer

Reviewed by: Douglas Baxter, PE
Principal Civil Engineer

Reviewed by: Gregor Meyer
Public Works Director

Mark G. Deven
City Manager



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Approval of Wells Fargo Lease Agreement for Voice Over Internet
Protocol System

Report in Brief

In reviewing and approving the ten year Capital Improvement Program (CIP), staff looked for alternative methods of financing to allow important projects to move forward that might otherwise have been postponed or altogether eliminated. One such financing option included a lease purchase for the City's new Voice Over Internet Protocol (VOIP) system. The City received several competitive proposals for equipment financing leases, with the most favorable being from Wells Fargo.

Staff recommends that the City Council adopt Resolution No. ____, authorizing the City Manager to sign the Lease Purchase Agreement between the City of Woodland and Wells Fargo Equipment Finance, Inc. for acquisition of the new VOIP system.

Background

On July 20, 2010 the City Council authorized the City Manager to enter into a phone system purchase agreement for a new VOIP system. The internal phone replacement committee reviewed several phone system options and ShoreTel's enterprise phone system was selected as the optimal phone solution for the City. The ShoreTel system has been installed and is providing enhanced features and capabilities that will help improve staff productivity and customer satisfaction while achieving a significant savings in annual operating costs. The City went live on the new VOIP system in December 2010 with great success.

The City has a past practice of leasing equipment with an extended useful life that has an initial purchase price of more than \$80,000. This option has primarily been used on purchases of vehicles or other fleet related equipment; however, given the City's current challenges in the capital program, leasing appeared to be a good option for purchase of the VOIP system.

Discussion

Although lease financing can appear to be more expensive over the life of the lease when compared to outright purchasing, it does allow the City to purchase critical equipment during tight budget conditions when cash flow can be an issue. It is also prudent financial practice to finance larger purchases such as this phone system over time as its useful life will likely exceed the lease purchase term. In addition, if the annual amortization cost to replace the equipment was included as a factor, the acquisition cost of a lease purchase and an outright purchase would be very comparable.

Staff evaluated alternative financing options and various lease structures to assist with the VOIP implementation. Staff received financing proposals from three different institutions, with quoted interest rates ranging from 9.8% to 5.9%; Wells Fargo was the obvious choice for completing this transaction with a significantly lower interest rate at 3.3%.

The proposed lease will finance the following components of the VOIP system:

- Phone system purchase and installation: \$265,000
- Licensing, cabling and other hardware: \$29,000
- Advanced reporting/analysis software: \$6,000

Fiscal Impact

Total amount of the lease is \$300,000 and the funds will be held in an escrow in the City's name after agreement execution. The funds will be dispersed upon payment for installation of the equipment, including costs the City has already incurred during the last sixty days. Basic lease terms include an interest rate of 3.3% for five years; quarterly payments estimated at \$21,750 (annual payments of \$87,000). This lease will be paid by the same funding source approved for purchase of the system in the ten year CIP, which is the General City Development Fee Fund.

This lease was anticipated for and included in the ten year CIP approved by Council on June 22, 2010.

Public Contact

Posting of the City Council Agenda.

Alternative Courses of Action

1. Adopt Resolution No. ____, authorizing the City Manager to sign the Lease Purchase Agreement between the City of Woodland and Wells Fargo Equipment Finance, Inc. for acquisition of the new VOIP system.
2. Direct staff to seek alternative financing proposals for a lease purchase agreement.
3. Abandon lease efforts and pay for the project out of the City's pooled cash resources and look for other cost savings and/or project reductions within the ten year CIP.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Kimberly McKinney
Finance Officer

Mark G. Deven
City Manager

Attachment: Resolution No. ____

A RESOLUTION OF THE GOVERNING BODY OF CITY OF WOODLAND, AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENTAL LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND A SUPPLEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of Woodland (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of CA is authorized by the laws of the State of California to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Governmental Lease-Purchase Agreement (the "Agreement"), and Supplement No. 82079-400 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with Wells Fargo Equipment Finance, Inc. (the "Lessor"), and that certain Escrow Agreement with the Lessor as escrow agent, the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement, the Escrow Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting. with such insertions, omissions and changes as shall be approved by the City Manager of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager of the Lessee is hereby authorized and directed to execute, and the City Manager of the Lessee is hereby authorized and directed to attest and countersign, the Agreement, the Escrow Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement, the Escrow Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the City Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement, the Escrow Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate and a tax certificate and agreement with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement, the Escrow Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, the Escrow Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Escrow Agreement, the

RESOLUTION NO: _____

Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The City Manager and Finance Officer of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement, the Escrow Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement, the Escrow Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Section 8. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2011.

STATE OF CALIFORNIA
COUNTY OF YOLO
CITY OF WOODLAND

ss.

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2011, by the following vote:

AYES: Council members: _____

NOES: Council members: _____

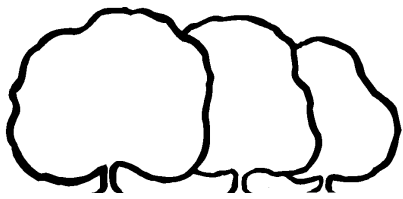
ABSENT: Council members: _____

ABSTAIN: Council members: _____

Artemio Pimentel, Mayor

Attest:

Ana B. Gonzalez, City Clerk



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Appeal of Police Department's Denial of Massage Technician Permit to
Nga Thi "My" Khuu

Report in Brief

Nga Thi "My" Khuu submitted an application to obtain a Massage Technician Permit through the Woodland Police Department. Subsequent to the filing of the application, the Police Department became aware Nga Thi "My" Khuu's application was incomplete and inaccurate; specifically the application did not include information concerning Ms. Khuu's conviction for a Vandalism offense. As a result, the Police Department denied Ms. Khuu's massage technician permit.

Following notification that her application was denied, Ms. Khuu filed an appeal. The Municipal Code requires this appeal to be reviewed by the City Council through a public hearing conducted during a regular Council meeting. A copy of the written appeal is included as Attachment No. 1.

Staff recommends that the City Council conduct a public hearing on Ms. Khuu's appeal and approve Resolution No. ____ to deny the appeal in order to protect public health, safety and welfare.

Background

The Woodland City Council adopted Chapter 13, Article 6 of the Woodland Municipal Code to establish guidelines for regulating massage establishments and massage technicians. The ordinance makes it unlawful for any person to be employed or to act as a massage technician without a permit obtained through the Police Department or a current, valid massage technician certification issued by the California Massage Therapy Council.

The ordinance permits the denial of a massage technician permit if the applicant has made a false, misleading, or fraudulent statement or omission of fact to the City in the permit application process. Additionally, a permit may be denied if the applicant is found to have "engaged in unlawful activity" or to have been convicted of specific offenses within the eight years preceding the date of application. Included in the list of disqualifying offenses, among other things, are acts "involving

dishonesty, fraud, deceit, or moral turpitude or an act of violence, which act or acts are related to the qualifications, functions, or duties" of a massage technician.

Ms. Khuu completed an application to obtain a Massage Technician Permit. As part of the application process, Ms. Khuu was fingerprinted on November 17, 2010 and the prints were submitted electronically to the Department of Justice. A subsequent response from the Department of Justice revealed that Ms. Khuu failed to disclose that she had a criminal history. Ms. Khuu was arrested for in May 2009 for a violation of 594(B) (2) P.C. (Vandalism less than \$400). In August 2010, Ms. Khuu was convicted of this offense. The Police Department believes that Ms. Khuu's vandalism is related to the qualifications, functions, or duties of a massage technician because the vandalism involved a massage customer.

Ms. Khuu's conviction as described herein was reviewed by the Police Department based on the Woodland Municipal Code. The Police Department concluded that there was sufficient justification to deny the application and notified Ms. Khuu of this decision. In response, Ms. Khuu submitted formal notification of her appeal of the Police Department's decision.

Discussion

Staff believes that the applicant's failure to include her conviction for violation of Penal Code Section 594(B) (2) in her application for a massage technician permit and her conviction for this violation provides justification to deny the permit. Further, making an exception to the provisions of the Municipal Code that allow a massage technician permit to be denied as described herein would set an unfavorable precedent that would make it difficult to deny future massage technician permits. Staff believes such an exception would not be consistent with protecting the public health and welfare of the community.

Fiscal Impact

There is no fiscal impact associated with the recommended action.

Public Contact

Public notice of this agenda item occurred with the posting of the City Council agenda. A copy of the report has been provided to Ms. Khuu.

Alternative Courses of Action

1. Conduct a hearing on Ms. Khuu's appeal and approve Resolution No. _____ to deny the appeal in order to protect public health, safety, and welfare.

2. Conduct a hearing on Ms. Khuu's appeal and do not approve Resolution No. _____ overturning the Police Department's action to deny Ms. Khuu's application for a massage technician permit and direct staff to continue processing the application.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Dan Bellini
Chief of Police

Mark G. Deven
City Manager

Attachment No. 1: Letter of Appeal
Attachment No 2: Resolution No. _____

ANG GONZALES
City Clerk, 300 First Street
Woodland CA 95695

Dear Ang Gonzales,

I work at the Royal Day Spg 220 W. Lodi Ave.,
Lodi, CA 95240. There was a situation that
happened on May 22, 2009 with a customer.
I went to court on August 13, 2010 for the
situation.

sorry for the incomplete application. I don't know
much english so I asked a friend to help me
fill out the form. while filling out the form,
I told her about my situation and my court
time, but she said I do not need that information.
Please give me another chance to work, I,
her daughter Ang wrote this letter for my mom.

Sincerely,



Nga Thi "my" Khuu

RECEIVED

DEC 14 2010

CITY CLERK'S OFFICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

ORDER OF COURT / CONDITIONS OF PROBATION

PEOPLE v. Nguyen Thi My Khanh

Date of Birth 3-16-67

Case No. LM041271A

CHARGE(S) PC 14014(b)(1)(A)

Defendant 87310

Date 87310

COURT JUDGMENT

TCJDG ☐ Judgment of _____ years _____ months state prison imposed;
☒ execution of sentence suspended.
 TCPCC ☐ Imposition of sentence suspended.
 TCPG ☐ Formal probation granted. Placed under care and supervision of the Probation Officer for a period of _____ years; to follow all orders of the court and probation officer and report as directed.
 TCPS ☐ As to count _____ B. ☐ As to all counts.
☒ Conditional probation granted for _____ years.
 PRAM ☐ Probation as granted on _____ B. ☐ As to all counts.
☐ D. Reinstated and modified. (Formal / Informal) is:
☐ G. Modified. ☐ F. Revoked and reinstated.
☐ H. Terminated.
☐ I. Extended for _____ yrs. * ☐ From today's date
☐ K. Modified from formal to informal probation.
 * Original terms in full force and effect except as modified herein.

CONDITIONS

TCRFV ☒ Obey all laws
 TCRT ☒ Obey all court orders. TCUSA ☐ Do not commit same or similar offense.
 TCRPM ☒ Report to court in person or in writing if directed to do so.
 TCADC ☒ Notify court immediately of any change in residence address.
 TCATP ☐ Participate in a treatment program approved by the Probation officer until otherwise directed, terminated, or transferred to similar treatment agency by the Probation officer.
 TCATQ ☐ Pursuant to Prop. 36
 TCREL ☐ Execute any releases as required by any probation officer.
 TCEMP ☐ Seek and maintain employment and notify probation officer of any change.
 TCRPF ☐ Notify probation officer immediately of any change in residence or mailing address.
 TCDEC ☐ Submit a revised financial declaration 120 days prior to the expiration of probation.
 TCPO ☐ Not change place of residence or leave
 Q. ☐ San Joaquin County R. ☐ State of California without written permission of the probation officer
 MICPF ☐ Cooperate with probation department as to fees pursuant to 1203.1b P.C.
 PRCJ ☐ Probation department to contact defendant at the jail.
 TCRP ☐ Report to the probation officer ☐ O. on _____ at _____
☐ P. Within _____ days of jail release. ☐ Q. Forthwith
 TCSAF ☐ Stay away from _____
 TCOR8 ☐ Stay 100 yards away from, do not contact, nor have anyone contact
 TCOR0 ☐ inc. residence, place of employment, and vehicle
 TCNEV ☐ Do not annoy, harass, threaten, or strike
 DVCP ☐ Comply with all conditions of CPO filed ☐ O. herein. ☐ P. on _____
 TCNA ☐ Abstain from the use of ☐ L. alcohol ☐ I. drugs
 TCNOM ☐ Not to use or in any way traffic in narcotics and not to associate with any person using or in any way trafficking in narcotics.

FINES

TCFIN* ☒ as to count _____ DPF ☒ \$ 38 Drug Program fee
 TC FIN* ☒ as to count _____ LEF ☒ \$ 38 Law Enforcement
 TC PRF ☒ \$ 100 restitution fine. SUR ☒ Plus 10 surcharge
 TCVRF ☒ \$ 100 Additional restitution fine pur. PC1202.44 to be suspended unless probation is revoked.
 TC DMF ☐ \$ _____ domestic violence fund. LAB ☐ \$ _____ Criminal Lab fee
 MICCF ☒ Conviction asmt. Security Fee 30 2. ☐ O.R. 3. ☐ Cite
 MIAD ☐ Fee ☐ Booking fee MICIT ☐ payable to city of arrest
 MIAD1 ☐ \$ _____ fee for ☐ A. PD ☐ B. FRS 360
 TCAF ☐ \$ _____ to be suspended with proof of
 TCFSP ☐ as to count _____ to the Clerk of the Court by
 TCFT ☐ \$ _____ D. suspended. S. ☐ credit for time served
 TCFFS ☐ Fine/fees stayed on condition (as checked under terms of probation).
 TCFS ☐ Fine and certain fees must be provided to the
 TCCRS ☒ Clerk of the Court ☐ U. Forthwith ☒ Pay & Rec. ☐ Y. By
 TCADB ☐ Pay \$ 30 per month commencing 1/1/10 plus Adm. Fee.
 TCFPC ☐ Manner of payments to be determined by the above. Plus Adm. Fee.
 Make \$ _____ contribution to
 File proof by _____

JAIL

TC DJJ ☒ days as to count _____ OJD. ☐ days, original sentence
 TC DJJ ☐ days as to count _____ DJJ. ☐ days as to count
 TC DJJ ☐ days as to count _____ DGN. ☐ days given
 TCDAT ☐ Serve additional _____ years _____ months _____ days for
 TCGL0 ☐ days consec./cont. in lieu of
 TC ☐ B. Case is ☐ C. Count _____ is ☐ 1. Concurrent with
☐ A. Count _____
☐ B. Case Number(s) _____
 TC ☐ C. All other sentences ☐ D. Fine ☐ G. Parole violation
☐ B. Case is ☐ C. Count _____ is ☐ 2. Consecutive with
☐ A. Count _____
☐ B. Case Number(s) _____
 TCTJD ☒ TOTAL JAIL of _____ days ☐ D. Fine ☐ G. Parole violation
 TCDYS ☐ days stayed on condition(s) as checked under terms of probation.
 TDCDS ☐ determine CTS from _____ days suspended. TCCTS ☒ CTS of _____ days; ☐ hrs.
 TCN HD ☐ NO HOME DETENTION ☐ WF. No Work Furlough ☐ WR. No AWP
 TCOK ☐ No objection to 3. ☐ Work Furlough ☐ Home Detention 1. ☐ AWP
 TC ☐ TCALT ☐ Contact AWP by _____
 TC ☐ Court recommends WFP. ☐ Work Furlough RHD ☐ Home Detention
 TCNO ☐ AWP ☐ RWR ☐ Contact AWP by _____
 TCYJD ☐ Court not opposed to AWP in _____ county.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

ORDER OF COURT / CONDITIONS OF PROBATION

PEOPLE v Nguyen, Hieu (P)(C)(A)
 CHARGE(S) 3) PC 148.1(a)

Date of Birth 3-16-67

Case No LM041271A
 Defendant 81310

☒ MISDEMEANOR ☐ FELONY

COURT ACTION

TCJDG ☐ Judgment of _____ years _____ months state prison imposed;
 execution of sentence suspended.
 TCPCC ☒ Imposition of sentence suspended.
 TCPG ☐ Formal probation granted: Placed under care and supervision of the
 Probation Officer for a period of _____ years; to follow all orders of the
 court and probation officer and report as directed.
 TCPS ☐ A. ☐ As to court. ☐ B. ☐ As to all courts.
☒ Conditional probation granted for _____ years.
 PRAM ☐ Probation as granted on _____
☐ D. Reinstated and modified.* ☐ F. Revoked and reinstated.*
☐ G. Modified.* ☐ H. Terminated.
☐ I. Extended for _____ yrs.* ☐ From today's date
☐ K. Modified from formal to informal probation.*
 * Original terms in full force and effect except as modified herein.

CONDITIONS

TCRFV ☒ Obey all laws ☐ TCDNT ☐ Do not commit same or similar offense.
 TCRT ☒ Obey all court orders. ☐ TCUSA ☐ Do not enter USA illegally
 TCPRM ☒ Report to court in person or in writing if directed to do so.
 TCADC ☒ Notify court immediately of any change in residence address.
 TCATP ☐ Participate in a treatment program approved by the Probation officer until
 TCART ☐ otherwise directed, terminated, or transferred to similar treatment agency
 by the Probation officer.
 TCATQ ☐ Pursuant to Prop. 36
 TCREL ☐ Execute any releases as required by any probation officer.
 TCCEMP ☐ Seek and maintain employment and notify probation officer of any change.
 TCRPF ☐ Notify probation officer immediately of any change in residence or mailing
 address.
 TCDEC ☐ Submit a revised financial declaration 120 days prior to the expiration of
 probation.
 TCPO ☐ Not change place of residence or leave
☐ Q. ☐ San Joaquin County ☐ R. ☐ State of California
 without written permission of the probation officer
☐ Cooperate with probation department as to fees pursuant to 1203.1b P.C.
☐ Probation department to contact defendant at the jail.
☐ Report to the probation officer ☐ Q. on _____ at _____
☐ P. Within _____ days of jail release. ☐ Q. Forthwith
☐ Stay away from _____
☐ Stay 100 yards away from, do not contact, nor have anyone contact
 inc. residence, place of employment, and vehicle
 TCORØ ☐ Do not annoy, harass, threaten, or strike
 TCNFV ☐ Comply with all conditions of CPO filed ☐ Q. herein. ☐ P. on _____
 DVCP ☐ Abstain from the use of ☐ L. alcohol ☐ I. drugs
 TCNA ☐ Not to use or in any way traffic in narcotics and not to associate with any
 person using or in any way trafficking in narcotics.
 TCNOM ☐ Do not own, have possession, or use _____
 county. In month to County, Lab

FINE

TCFIN* ☒ \$ 100 as to count 2 DPFF ☐ \$ 38 Drug Program fee
 TCPRF ☐ \$ 100 as to count 2 LEF ☐ \$ 38 Law Enforcement
 TCVRF ☐ \$ 100 restitution fine. 10 Plus 10 surcharge
☒ Additional restitution fine pur. PC1202.44 to be suspended
 unless probation is revoked.
 TC ☐ \$ _____ domestic violence fund. LAB ☐ \$ _____ Criminal Lab fee
 MICCF ☐ Conviction assmt. 30 2. ☐ O.R. 3. ☐ City
 MIAD ☐ Fee ☒ Security Fee 30 2. ☐ O.R. 3. ☐ City
 MIAD1 ☐ Booking fee 30 MICIT ☐ payable to city of arrest
 TCAF ☐ \$ _____ fee for ☐ A. PD ☐ B. LPS 360
 TCFSP ☐ \$ _____ to be suspended with proof of _____
 TCFT ☐ as to count _____ to the Clerk of the Court by _____
 TCFFS ☐ \$ _____ D. ☐ suspended S. ☐ credit for time served
 TCFS ☐ Fine/fees stayed on condition (as checked under terms of probation).
 TCCRS ☐ Clerk of the Court ☐ U. Forthwith 100 Text & Rec 10 Y. By
 TCADB ☐ Pay \$ 30 per month commencing _____ plus Adm. Fee.
 TCFPC ☐ Manner of payments to be determined by the above. Plus Adm. Fee.
☐ Make \$ _____ contribution to _____
 File proof by _____

JAIL

TC ☒ DJJ. 1 days as to count 2 OJD. ☐ _____ days, original sentence
 TC ☐ DJJ. ☐ _____ days as to count 2 DJJ. ☐ _____ days as to count
 TC ☐ DJJ. ☐ _____ days as to count 2 DGN. ☐ _____ days given
 TCDAT ☐ Serve additional 0 years 0 months _____ days for
 TCGLØ ☐ _____ days consec./conc. in lieu of _____
 TC ☐ B. Case is ☐ C. Count _____ is ☐ 1. Concurrent with
☐ A. Count _____
☐ B. Case Number(s) _____
☐ C. All other sentences ☐ D. Fine ☐ G. Parole violation
☐ B. Case is ☐ C. Count _____ is ☐ 2. Consecutive with
☐ A. Count _____
☐ B. Case Number(s) _____
☐ C. All other sentences ☐ D. Fine ☐ G. Parole violation
☒ TOTAL JAIL of 1 days ☐ MILIF ☐ Stay lifted
☐ _____ days stayed on condition(s) as checked under terms of probation.
☐ determine CTS from _____ arrest. 1 days; 0 hrs.
☐ NO HOME DETENTION ☐ WF. No Work Furlough ☐ WR. No AWP
 No objection to 3. ☐ Work Furlough ☐ 2. ☐ Home Detention ☐ 1. ☐ AWP
 TCALT ☐ Contact AWP by _____
☐ Court recommends WFP. ☐ Work Furlough ☐ Home Detention
 AWR. ☐ AWP ☐ RWR ☐ Contact AWP by _____
☐ Court not opposed to AWP in _____ county.
☐ Vacate date of _____

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, DENYING THE APPEAL OF
NGA THI “MY” KHUU FROM THE DENIAL OF A MASSAGE
TECHNICIAN PERMIT**

WHEREAS, Section 13-6-7 of the Woodland Municipal Code, it is unlawful for any person to be employed or act as a massage technician without possessing a massage technician permit issued pursuant to Article 6 of Chapter 13 of the Woodland Municipal Code; and

WHEREAS, on November 17, 2010, Nga Thi “My” Khuu (“Applicant”) submitted an application to the City of Woodland for a massage technician permit; and

WHEREAS, Sections 13-6-5 and 13-6-8 of the Woodland Municipal Code require an applicant for a massage technician permit to list, among other things, all criminal convictions within the eight years preceding the application, with the exception of minor traffic violations; and

WHEREAS, the Applicant’s application disclosed no criminal convictions within the preceding eight years; and

WHEREAS, the Woodland Police Department investigated the Applicant’s background and discovered that the Applicant was convicted in 2010 in San Joaquin County of vandalism for violating Penal Code Section 594, which defines vandalism in relevant part as maliciously damaging or destroying the real or personal property of another (“Conviction”); and

WHEREAS, the Applicant’s failure to list her Conviction resulted in the application being incomplete, in violation of Sections 13-6-5, 13-6-8, and 13-6-9 of the Woodland Municipal Code; and

WHEREAS, Chief Dan Bellini of the Woodland Police Department, acting through his designee Captain George Bierwirth, denied the Applicant’s application through a letter dated November 22, 2010, based upon the Applicant’s failure to list her Conviction in the application in violation of the above-cited sections of the Municipal Code; and

WHEREAS, pursuant to Section 13-6-6 of the Woodland Municipal Code, the Applicant appealed Chief Bellini’s denial of a massage technician permit, through a letter received by the City on December 14, 2010; and

WHEREAS, on February 15, 2011, the City Council at a regularly-scheduled meeting and during a public hearing heard and considered the Applicant’s appeal from the denial of her application for a massage technician permit;

WHEREAS, Section 13-6-9 of the Woodland Municipal Code allows the City Council to hear an appeal from a denial of a massage technician permit and to grant or deny the permit on the grounds set forth in Section 13-6-6, which grounds include an applicant's conviction of a violation "involving...an act of violence, which act or acts are related to the qualifications, functions, or duties" of a massage technician; and

WHEREAS, based on the evidence submitted at the public hearing, the Conviction involved a factual situation where the Applicant threw rocks at a patron while he was located within his vehicle apparently due to the Applicant's belief that the patron had failed to compensate her for alleged attempted sexual favors; and

WHEREAS, while the Applicant was arrested for vandalism, battery and prostitution related to the Incident, she was only convicted of vandalism; and

WHEREAS, despite the fact that Applicant was not convicted for prostitution and allegations regarding any acts of prostitution may not be grounds to deny the permit, the adjudicated and/or uncontested fact that she threw rocks at a patron and/or his property constitutes an act of violence which relates to her qualifications, functions or duties as a massage technician; and

WHEREAS, this act of violence constitutes a separate and sufficient ground to deny the Applicant's application for a massage technician permit.

NOW, THEREFORE, the City Council of the City of Woodland does hereby resolve, determine, find, and order as follows:

Section 1. The recitals set forth above are true and correct, and the City Council adopts them in support of the actions set forth herein.

Section 2. Based upon: (i) the Applicant's failure to include her conviction for violation of Penal Code Section 594 in her application for a massage technician permit, (ii) the Applicant's conviction for this violation and (iii) the Applicant's act of violence against a patron and his property underlying this conviction, the Applicant's appeal and application for a massage technician permit is denied. The City Council declares that each of these facts constitutes separate and sufficient grounds for denial of the Applicant's appeal.

Section 3. This decision of the City Council is final and conclusive as of the date of adoption of this resolution and there shall be no additional right of appeal. The Chief of Police is directed to provide notice to the Applicant that her appeal has been denied.

Section 4. The City Council has determined that above referenced findings, in conjunction with all written and oral evidence presented to City Council, including staff reports, public testimony, and deliberation, constitutes substantial evidence for denial of the Applicant's appeal, and that the denial is necessary to protect the public health, safety, and welfare.

Section 5. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council this 15th day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

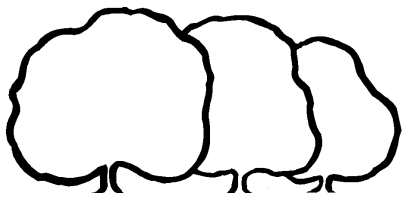
Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Andrew J. Morris, City Attorney



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Appeal of Police Department's Denial of Massage Technician Permit
Pathana Syothay

Report in Brief

Pathana Syothay submitted an application to obtain a massage technician permit through the Woodland Police Department. Subsequent to the filing of the application, the Police Department became aware Pathana Syothay's application was incomplete and inaccurate; specifically the application did not include information concerning Ms. Syothay's 2006 conviction for a prostitution offense. As a result, the Police Department denied Ms. Syothay's massage technician permit.

Following notification that her application was denied, Ms. Syothay, through her attorney, filed an appeal. The Municipal Code requires this appeal to be reviewed by the City Council through a public hearing conducted during a regular Council meeting. A copy of the written appeal is included as Attachment No. 1.

Staff recommends that the City Council conduct a public hearing on Ms. Syothay's appeal and approve Resolution No. ____ to deny the appeal in order to protect public health, safety and welfare.

Background

The Woodland City Council adopted Chapter 13, Article 6 of the Woodland Municipal Code to establish guidelines for regulating massage establishments and massage technicians. The ordinance makes it unlawful for any person to be employed or to act as a massage technician without a permit obtained through the Police Department or a current, valid massage technician certification issued by the California Massage Therapy Council. The ordinance permits the denial of a massage technician permit if the applicant has made a false, misleading, or fraudulent statement or omission of fact to the City in the permit application process. Additionally, a permit may be denied if the applicant is found to have "engaged in unlawful activity" or to have been convicted of specific offenses within the eight years preceding the date of application. Included in the list of disqualifying offenses is section 647(b) of the Penal Code (prostitution) as well as "an act involving dishonesty, fraud, deceit,

or moral turpitude or an act of violence, which act or acts are related to the qualifications, functions, or duties” of a massage technician.

Ms. Syothay completed an application to obtain a massage technician permit. As part of the application process, Ms. Syothay was fingerprinted on November 17, 2010 and the prints were submitted electronically to the Department of Justice. A subsequent response from the Department of Justice revealed that Ms. Syothay failed to disclose that she had a criminal history. Ms. Syothay's criminal history included a conviction in December 2006 for violation of 647(b) of the Penal Code, resulting in a sentence of 18 months probation. In March 2010, Ms. Syothay's conviction was set aside and dismissed pursuant to section 1203.4 of the Penal Code.

Ms. Syothay's conviction as described herein was reviewed by the Police Department based on the Woodland Municipal Code. The Police Department concluded that there was sufficient justification to deny the application and notified Ms. Syothay of this decision. In response, Ms. Syothay, through her attorney, submitted formal notification of her appeal of the Police Department's decision.

Discussion

Penal Code section 1203.4 allows a court to dismiss accusations or information against a defendant after the termination of the period of probation. However, this "...does not relieve him or her of the obligation to disclose the conviction in response to any direct question contained in any questionnaire or application for public office, for licensure by any state or local agency, or for contracting with the California State Lottery." Ms. Syothay's failure to disclose her conviction violated the Woodland Municipal Code and was not excused by section 1203.4, and provides grounds for denial of a massage technician permit.

Staff believes that the applicant's failure to include her conviction for violation of Penal Code Section 647(b) in her application for a massage technician permit and her conviction for this violation provides justification to deny the permit. Further, making an exception to the provisions of the Municipal Code that allow a massage technician permit to be denied as described herein would set an unfavorable precedent that would make it difficult to deny future massage technician permits. Staff believes such an exception would not be consistent with protecting the public health and welfare of the community.

Fiscal Impact

There is no fiscal impact associated with the recommended action.

Public Contact

Public notice of this agenda item occurred with the posting of the City Council agenda. A copy of the report has been provided to Ms. Syothay and her attorney.

Alternative Courses of Action

1. Conduct a public hearing on Ms. Syothay's appeal and approve Resolution No. ____ to deny the appeal in order to protect public health, safety and welfare.
2. Conduct a hearing on Ms. Syothay's appeal and do not approve Resolution No. _____ overturning the Police Department's action to deny Ms. Syothay's application for a massage technician permit and direct staff to continue processing the application.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Dan Bellini
Chief of Police

Mark G. Deven
City Manager

Attachment No. 1: Letter of Appeal
Attachment No. 2: Resolution No. ____

V. ROY LEFCOURT
ATTORNEY AT LAW
CERTIFIED CRIMINAL LAW SPECIALIST
THE STATE BAR OF CALIFORNIA
BOARD OF LEGAL SPECIALIZATION
1934 DIVISADERO STREET
SAN FRANCISCO, CALIFORNIA 94115
(415) 776-0207 * FACSIMILE: (415) 776-8047
EMAIL: vroylefcourt@sbcglobal.net

January 21, 2011

Ana Gonzalez
City Clerk
300 1st Street
Woodland, CA 95695

RE: Pathana Syothay

Dear Ms. Gonzalez:

Please find enclosed a letter filed in accordance with section 13.66 Subsection C of the Woodland Municipal Code constituting an appeal requesting the City Council to grant Ms. Syothay a massage technician permit.

Thank you for your attention.

Sincerely yours,



V.ROY LEFCOURT
Attorney for Pathana Syothay

enclosure

VRL:wlf

RECEIVED
JAN 26 2011
CITY CLERK'S OFFICE

January 21, 2011

Office of the City Council
City of Woodland
300 1st Street
Woodland, CA 95695

RE: Appeal of Denial of Massage Technician Permit
to Pathana Syothay

STATEMENT OF FACTS

Applicant Pathana Syothay received a letter from Police Captain George Bierwirth of the City of Woodland Police Department advising her that her November 18, 2010 application for a massage technician permit was denied on November 22, 2010 because of her alleged failure to "list your arrest and conviction information on your application" (see attached letter).

ARGUMENT

It is the contention of applicant Pathana Syothay that she did not intentionally fail to list her arrest and conviction information on the application. Ms. Syothay was convicted of a misdemeanor violation of a §647(b) PC in Solano County on or about December 15, 2006 and was placed on court probation for three years. Ms. Syothay successfully completed all terms and conditions of her probation. On March 9, 2010, the Solano County Superior Court granted Ms. Syothay's petition for dismissal pursuant to §1203.4 of the California Penal Code; therefore, her guilty plea was set aside, a plea of not guilty was entered and the matter was dismissed (see attached order). Given that Ms. Syothay's prior conviction was dismissed by Court order, it was her understanding that the information requested on the application was not required to be disclosed when applying for a permit as opposed to a license.

Finally, I am attaching a declaration executed by Ms. Syothay in which she describes her background, her limited educational/language skills and the absence of any intention to omit any required information.

Based on the above, Pathana Syothay respectfully requests that the City Council grant her a massage technician permit.

Respectfully submitted,


V.ROY LEFCOURT
Attorney for Pathana Syothay



DAN BELLINI
CHIEF OF POLICE

City of Woodland POLICE DEPARTMENT

November 22, 2010

Pathana Syothay
102 Redwood
Vallejo CA 94591

Dear Ms. Syothay:

The Massage Technician application you submitted on November 18, 2010 has been denied. The information on your application was found to be incomplete and inaccurate. Specifically you did not list your arrest and conviction information on your application. It is the applicant's responsibility to accurately and completely fulfill all aspects of the Massage Technician application process including providing arrest information. There is no need for you to reapply or resubmit your application.

In accordance with Section 13.6.6. Subsection C of the Woodland Municipal Code, you may appeal to the City Council in writing stating the reason(s) why the permit should be granted. The City Council, on appeal, may grant or deny the permit on the grounds set forth in this section. Should you wish to pursue this matter further, as soon as possible contact Ana Gonzalez, City Clerk, 300 First Street, Woodland CA 95695

Please be advised that it is unlawful for you to work as a Massage Technician in the City of Woodland without this permit.

Sincerely,

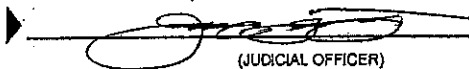
George Bierwirth, Police Captain

Cc: Dan Bellini, Chief of Police
Shelby McNay, Police Records Manager
Ana Gonzalez, City Clerk
Allan P. Nuttall, Owner of Pearl's Spa
Jeanette Robles, Previous Owner/Manager of Pearl's Spa

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): V. Roy Lefcourt (SBN 49950) 1934 Divisadero Street San Francisco, CA 94115 TELEPHONE NO.: 415-776-0207 FAX NO. (Optional): 415-776-8047 E-MAIL ADDRESS (Optional): vroylefcourt@sbcglobal.net ATTORNEY FOR (Name): PATHANA SYOTHAY		FOR COURT USE ONLY FILED MAR 09 2010 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA BY: _____ DEPUTY CLERK	
PEOPLE OF THE STATE OF CALIFORNIA v. DEFENDANT: PATHANA SYOTHAY			
ORDER FOR DISMISSAL (Pen. Code, §§ 17, 1203.4, 1203.4a)		CASE NUMBER: SCR-483485	
DEFENDANT'S INFORMATION Cit: _____ DRIVER'S LIC #: _____ SSN # (LAST FOUR DIGITS ONLY): 1056 DATE OF BIRTH: 07/28/1964			

- ☐ The court denies the petition.
- ☒ The court grants the petition. The court finds from the records on file in this case, and from the foregoing petition, that the defendant is eligible for the relief requested.
- ☐ The court reduces the felony offense to a misdemeanor.
- ☒ It is ordered that the plea, verdict, or finding of guilt in the above-entitled action be set aside and vacated and a plea of not guilty be entered and that the complaint be, and is hereby, dismissed. If this order is granted under the provisions of Penal Code section 1203.4, the defendant is required to disclose the above conviction in response to any direct question contained in any questionnaire or application for public office or for licensure by any state or local agency, or for contracting with the California State Lottery. Further, if this order is granted under the provisions of Penal Code section 1203.4, the defendant may also be eligible to obtain a certificate of rehabilitation and pardon under the procedure set forth in Penal Code section 4852.01 et seq.
- ☐ If the order is granted under the provisions of either Penal Code section 1203.4 or 1203.4a, the defendant is released from all penalties and disabilities resulting from the offense except as provided in Penal Code sections 12021 and 12021.1 and Vehicle Code section 13555. The dismissal does not permit a person to own, possess, or have in his or her control a firearm if prevented by Penal Code sections 12021 or 12021.1. In addition, as required by Penal Code section 299(f), relief under Penal Code sections 17, 1203.4, or 1203.4a does not release defendant from the separate administrative duty to provide specimens, samples, or print impressions under the DNA and Forensic Identification Database and Data Bank Act (Pen. Code, § 295 et seq.) if defendant was found guilty by a trier of fact, not guilty by reason of insanity, or pled no contest to a qualifying offense as defined in Penal Code section 296(a).

Date: **MAR - 8 2010**


 (JUDICIAL OFFICER)

JOHN G. SCHWARTZ

FOR COURT USE ONLY

DECLARATION OF PATHANA SYOTHAY

I, Pathana Syothay, state and declare as follows:

I was born in Laos in 1964 and I came to the United States as a refugee in 1981;

I have had five years of education;

I am a single mother of three children;

When I arrived in the United States I only spoke Laotian;

I am a United States citizen;

Over the last number of years I have attempted to learn basic English, but my English skills, including my ability to read and comprehend English, are minimal;

On December 15, 2006, I was convicted of a misdemeanor violation of 647(b) PC in Solano County and placed on three years court probation;

I fulfilled all of the required terms and conditions of probation;

On March 9, 2010, the Solano County Superior Court granted my petition and set aside my guilty plea, entered a new plea of not guilty, and dismissed the complaint;

I was advised that as a result of the granting of this petition that I lawfully did not have to disclose this incident or the facts of this incident when applying for employment;

In completing the application for a Massage Technician permit, I believed that my previous arrest and conviction did not have to be disclosed since I was not applying for a license;

My intent to lead a law abiding life is demonstrated by the time and effort I devoted to clear my record;

In light of the fact that I successfully obtained a dismissal pursuant to 1203.4 PC, there existed no intent on my part to conceal this arrest and conviction from my application;

Therefore, I respectfully request that my application for a massage technician permit be granted by the City Council.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed on this 22nd day of January, 2011, at Woodland, California.



PATHANA SYOTHAY

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, DENYING THE APPEAL OF
PATHANA SYOTHAY FROM THE DENIAL OF A MASSAGE
TECHNICIAN PERMIT**

WHEREAS, Section 13-6-7 of the Woodland Municipal Code, it is unlawful for any person to be employed or act as a massage technician without possessing a massage technician permit issued pursuant to Article 6 of Chapter 13 of the Woodland Municipal Code; and

WHEREAS, on November 17, 2010, Pathana Syothay (“Applicant”) submitted an application to the City of Woodland for a massage technician permit; and

WHEREAS, Sections 13-6-5 and 13-6-8 of the Woodland Municipal Code require an applicant for a massage technician permit to list, among other things, all criminal convictions within the eight years preceding the application, with the exception of minor traffic violations; and

WHEREAS, the Applicant’s application disclosed no criminal convictions within the preceding eight years; and

WHEREAS, the Woodland Police Department investigated the Applicant’s background and discovered that the Applicant was convicted in 2006 in Solano County for a violation of Penal Code Section 647(b), which prohibits solicitation of and engagement in acts of prostitution; and

WHEREAS, the Applicant’s failure to list her conviction resulted in the application being incomplete, in violation of Sections 13-6-5, 13-6-8, and 13-6-9 of the Woodland Municipal Code; and

WHEREAS, Chief Dan Bellini of the Woodland Police Department, acting through his designee Captain George Bierwirth, denied the Applicant’s application through a letter dated November 22, 2010, based upon the Applicant’s failure to list her conviction in the application in violation of the above-cited sections of the Municipal Code; and

WHEREAS, pursuant to Section 13-6-6 of the Woodland Municipal Code, the Applicant appealed Chief Bellini’s denial of a massage technician permit, through a letter from her attorney dated January 21, 2011; and

WHEREAS, on February 15, 2011, the City Council at a regularly-scheduled meeting and during a public hearing heard and considered the Applicant’s appeal from the denial of her application for a massage technician permit;

WHEREAS, the City Council heard or received testimony from both Chief Bellini and the Applicant and her representative; and

WHEREAS, Section 13-6-9 of the Woodland Municipal Code allows the City Council to hear an appeal from a denial of a massage technician permit and to grant or deny the permit on the grounds set forth in Section 13-6-6, which grounds include an applicant's conviction of a violation of Section 647(b) of the Penal Code; and

WHEREAS, the Woodland Municipal Code's requirement for application for a massage technician permit constitutes a process of "licensure" by a local agency for purposes of Section 1203.4(a) of the Penal Code, which statute requires a person convicted of a crime for which the verdict has been set aside following completion of probation to notify a local agency conducting licensure proceedings of the conviction; and

WHEREAS, the Woodland Municipal Code's requirement for possession of a massage technician permit and the authorization for such permits to be refused to applicants who have been convicted of specified crimes is intended as an exercise of the City's police power in order to protect the public, rather than punishing persons convicted of such crimes; and

WHEREAS, the denial of a massage technician permit to a person convicted of specified crimes is not a penalty or disability within the meaning of Section 1203.4(a) of the Penal Code, and nothing in Section 1203.4(a) exempts any applicant from disclosing a conviction occurring within the eight years prior to the submission of a permit application;

NOW, THEREFORE, the City Council of the City of Woodland does hereby resolve, determine, find, and order as follows:

Section 1. The recitals set forth above are true and correct, and the City Council adopts them in support of the actions set forth herein.

Section 2. Based upon: (i) the Applicant's failure to include her conviction for violation of Penal Code Section 647(b) in her application for a massage technician permit, and (ii) the Applicant's conviction for this violation, the Applicant's appeal and application for a massage technician permit is denied. The City Council declares that each of these facts constitutes separate and sufficient grounds for denial of the Applicant's appeal.

Section 3. This decision of the City Council is final and conclusive as of the date of adoption of this resolution and there shall be no additional right of appeal. The Chief of Police is directed to provide notice to the Applicant that her appeal has been denied.

Section 4. The City Council has determined that above referenced findings, in conjunction with all written and oral evidence presented to City Council, including staff reports, public testimony, and deliberation, constitutes substantial evidence for denial of the Applicant's appeal, and that the denial is necessary to protect the public health, safety, and welfare.

Section 5. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council this 15th day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

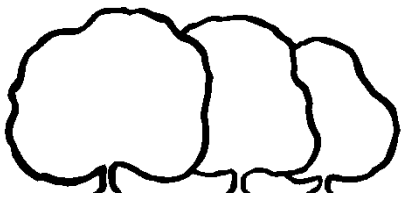
Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Andrew J. Morris, City Attorney



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Resolution Granting a Variance for the Pacific Neon Company for
Installation of a LED Sign at Tower Market

Report in Brief

On January 18, 2011, the City Council considered an appeal from the Pacific Neon Company of a Planning Commission action that denied an application for a LED sign at the Tower Market located at 901 East Street. Based on the Council's consideration of the staff report, written testimony and other information, the City Council approved an action to overturn the Planning Commission's denial and directed staff to return with a resolution expressing the Council's findings in order to support the installation of the LED sign.

Staff recommends that the City Council adopt Resolution No. ____ overturning the Planning Commission's action to deny the variance request from Pacific Neon Company and granting the requested variance.

Background

On July 26, 2010, Pacific Neon Company submitted their request for a variance for consideration by the Planning Commission. The Pacific Neon Company requested a variance from the Community Design Standards to allow the use of LED (light-emitting diode) modules to illuminate the fuel price sign (digital display) for the Tower Market at 901 East Street. The proposed sign would replace the existing fuel price sign. On November 18, 2010, the Planning Commission reviewed the variance request and then denied Pacific Neon Company's General Plan variance (4 to 2).

Any person dissatisfied with any decision by the Planning Commission may appeal to the City Council at any time within fourteen (14) days after the rendering of the decision by the Planning Commission. The Planning Commission rendered its decision on November 18, 2010 and Pacific Neon Company appealed the Planning Commission decision on December 2, 2010.

The City Council considered the Pacific Neon Company's appeal on January 18, 2011 during a duly noticed public hearing. Based on the Council's consideration of the information presented during the

hearing, including the staff report, oral testimony and other evidence, the City Council approved an action to overturn the Planning Commission's action and grant the variance. Staff was directed to return to a future Council meeting with a resolution summarizing the findings in support of the Council's action. The resolution was prepared and scheduled for Council consideration on February 15, 2011.

Discussion

The findings must be presented in a resolution that supports the City Council's action. These findings are summarized in the resolution included as an attachment to this report. In summary, the findings state:

- The Variance can be granted without the approval of the installation of an LED cabinet sign constituting a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is located, as other properties can also seek variances to display gasoline prices on LED cabinet signs;
- There are special circumstances applicable to the subject property, comprising the operation of a gas station. Gasoline price signs are required to be displayed at all gas stations, and the strict application of the zoning regulation in Section 4.4.G.7 prohibiting signs displaying prices will conflict with the law and deprive the subject property of privileges enjoyed by other properties in the vicinity and under the same zone classification by hindering the property owner's efforts to comply with the requirement to display prices;
- The granting of the Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity or the zone in which the subject property is located, because the size of the LED cabinet sign face will be limited to 20 square feet pursuant to Section 25-24-30-B (b), similar in size to other non-LED signs in the vicinity;
- The granting of the Variance will be in conformity with the general purpose and intent of Article 24 of Chapter 25 of the Woodland Municipal Code and the General Plan, because granting the Variance would be consistent with the applicable General Plan goals and policies of the City to protect and enhance the quality of Woodland's major corridor with high-quality signs, because LED cabinet signs are more durable and less prone to breakage than traditional plastic gasoline price signs;
- The granting of the Variance would not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property, because LED cabinet signs are not expressly addressed by the Article 24 of Chapter 25 of the Woodland Municipal Code, which simply prohibits signs with changeable surfaces.

Based on the above findings, staff believes the Council's actions are justified and will work with the Pacific Neon Company to facilitate the installation of the LED sign as directed by the Council's approval of the attached resolution.

Fiscal Impact

There is no fiscal impact associated with the Council's approval of the attached resolution.

Public Contact

Posting of the City Council agenda

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. ____ overturning the Planning Commission's action to deny the variance request from Pacific Neon Company and granting the requested variance.

Reviewed by: Andrew J. Morris
City Attorney

Mark G. Deven
City Manager

Attachment: Resolution No. ____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
OVERTURNING THE PLANNING COMMISSION'S ACTION TO DENY
A VARIANCE REQUEST FROM PACIFIC NEON COMPANY
AND GRANTING THE REQUESTED VARIANCE**

WHEREAS, the City of Woodland ("City") accepted and processed an application for a variance request on July 26, 2010, from Pacific Neon Company requesting a variance to install a LED (Light-emitting diode) cabinet sign for the Tower Market at 901 East Street in order to display gasoline prices ("Variance"); and

WHEREAS, the City of Woodland Planning Commission held duly noticed public hearings on November 18, 2010, to consider the variance request and receive public testimony and documentary evidence submitted during the public hearing;

WHEREAS, at the conclusion of the hearing, the Planning Commission found that the conditions under which a variance may be issued, as specified in Chapter 25, Article 28 of the Woodland Municipal Code, do not exist with respect to the application from Pacific Neon Company for the Variance, and based upon this finding denied the variance request; and

WHEREAS, the City of Woodland received an Appeal Notice appealing the Planning Commission's action denying the Variance on December 2, 2010, from Pacific Neon Company; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on January 18, 2011, to receive public testimony and consider the appeal of the Planning Commission's action denying the Variance; and,

WHEREAS, at the conclusion of the hearing the City of Woodland City Council, found that based on oral testimony and documentary evidence submitted during the public hearing, the conditions under which a variance may be issued, as specified in Chapter 25, Article 28 of the Woodland Municipal Code, exist with respect to the application for the Variance, and based upon this finding overturned the Planning Commission's action denying the appeal; and

WHEREAS, the City Council directed that this resolution expressing the Council's findings and determination to overturn the Planning Commission's decision and grant the appeal be placed on the agenda for the February 15, 2011 City Council meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland ordains AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby true and correct.

Section 2. Findings. The application for the Variance is hereby granted based on all written and oral evidence presented to the City Council (including staff reports, public testimony, and deliberation) and based on the following findings, which are hereby made and adopted by the City Council in accordance with Article 28 of Chapter 25 of the Woodland Municipal Code:

A. The Variance can be granted without the approval of the installation of an LED cabinet sign constituting a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is located, as other properties can also seek variances to display gasoline prices on LED cabinet signs.

B. There are special circumstances applicable to the subject property, comprising the operation of a gas station. Gasoline price signs are required to be displayed at all gas stations, and the strict application of the zoning regulation in Section 4.4.G.7 prohibiting signs displaying prices will conflict with the law and deprive the subject property of privileges enjoyed by other properties in the vicinity and under the same zone classification by hindering the property owner's efforts to comply with the requirement to display prices.

C. The granting of the Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity or the zone in which the subject property is located, because the size of the LED cabinet sign face will be limited to 20 square feet pursuant to Section 25-24-30-B (b), similar in size to other non-LED signs in the vicinity.

D. The granting of the Variance will be in conformity with the general purpose and intent of Article 24 of Chapter 25 of the Woodland Municipal Code and the General Plan, because granting the Variance would be consistent with the following General Plan goals and policies of the City to protect and enhance the quality of Woodland's major corridor with high-quality signs, because LED cabinet signs are more durable and less prone to breakage than traditional plastic gasoline price signs:

General Plan Goal 1.K: To maintain and enhance the quality of Woodland's major corridors, city entrances, landscape, and streetscape.

General Plan Policy 1.K.4: Within major corridors, signs shall be made of high-quality materials such as stone, tile, cast concrete, or similar materials. No bare metals, wood, or any other non-durable material shall be allowed.

E. The granting of the Variance would not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property, because LED cabinet signs are not expressly addressed by the Article 24 of Chapter 25 of the Woodland Municipal Code, which simply prohibits signs with changeable surfaces.

Section 3. Substantial Evidence. The City Council has determined that above referenced findings, in conjunction with all written and oral evidence presented to the Planning Commission and to the City Council, including staff reports, public testimony, and deliberation, constitutes substantial evidence for granting the Variance, and that the grant of the Variance is

necessary to protect the public health, safety, and welfare.

Section 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City Clerk's office. The custodian for these records is Paul L. Hanson, AICP, Senior Planner and is located at 520 Court Street, Woodland, CA 95695.

Section 5. This Resolution shall take effect immediately, and a copy of this Resolution shall be sent to the Applicant at the address set forth in the application for the Variance.

PASSED AND ADOPTED by the City Council this 15th day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

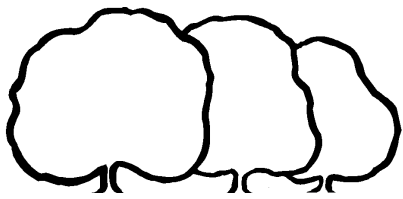
Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Andrew J. Morris, City Attorney



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Appointment of Council Member or Adoption of Resolution to Fill
Council Vacancy

Report in Brief

On December 14, 2010, the City Council reviewed alternatives to filling the vacant Council seat and approved actions that would enable the seat to be filled through an appointment process. The actions approved by the Council included the appointment of an Ad-Hoc Committee and direction to post notices and otherwise provide information that would encourage interested citizens to apply for the vacant seat. Through the efforts of the Ad-Hoc Committee, this process was implemented and a total of 26 Woodland residents submitted applications. The Ad-Hoc Committee has reviewed the applications and conducted other activities to identify the top two candidates for consideration as part of the appointment process in order to fill the vacant Council seat during the February 15 meeting. The candidates selected by the Ad-Hoc Committee are David A. Sanders and Tom Stallard.

As an alternative to the Council filling the vacant seat through an appointment, staff has prepared resolutions that offer two additional options. The first option is a resolution authorizing a vote by mail special election. The second option is a resolution for a regular ballot election. These options will require a significant General Fund expense and additional time to implement in the event that the Council is unable to generate three votes in support of a candidate to fill the vacant seat.

Staff recommends that the City Council consider the final candidates selected by the Ad-Hoc Committee and complete the appointment by selecting one of the candidates to fill the vacant Council seat through the process described herein and as required by State law.

Background

In November 2010 Council member Jeff Monroe submitted a letter of resignation from the City Council. Council member Monroe's decision to resign from the Council coincided with his retirement from the Yolo County Sheriff's Department after a long law enforcement career. Council member Monroe's original retirement date was November 30, 2010 which he later revised to

December 18, 2010 in order to allow the Council more time to consider alternatives to filling the vacant Council seat. In order to facilitate the Council's consideration of alternatives to fill the vacant seat, staff developed three options that were presented during the December 14, 2010 Council meeting. These options included:

- Fill the vacancy by appointment;
- Fill the vacancy through a vote by mail special election;
- Fill the vacancy through a regular ballot election.

In addition to discussing the above options, the Council also reviewed the timeline necessary to complete the appointment process or make a decision regarding the special election options. A new State law that became effective on January 1, 2011 that extended the decision period from 30 days to 60 days. As Council member Monroe revised the resignation date to December 18, the new state law allowed the seat to be filled under the 60-day period. Therefore, the deadline for the City Council either to make an appointment or call a special election would be February 16, 2011. For planning purposes, staff used Tuesday, February 15, 2011 as the deadline since that is a regular Council meeting date.

After reviewing the options, the Council selected the process that would allow the vacancy to be filled by appointment. The Council's decision was based, in part, on the cost to conduct either a vote by mail or regular ballot election. Updated estimates received from the Yolo County Elections Office projects the cost to conduct the vote by mail election at \$75,000 and the regular ballot election at \$130,000. These costs are much higher than conducting an election as part of a State election because the County Elections Office can share most of the costs between several other local governments and the State. The entire cost of a special election to fill the vacancy on the Woodland City Council would be billed solely to Woodland.

While selecting the appointment process option, the Council further directed staff to prepare resolutions that would allow consideration of a vote by mail or regular ballot special election. This is a prudent step because State law requires the City Council to make the decision on February 15.

As part of the appointment option, the Council selected Mayor Pimentel and Council member Marble to serve as the Ad-Hoc Committee to develop the application materials, screen applicants and take all other necessary actions that would enable the appointment process to be successful. Mayor Pimentel and Council member Marble worked with staff to finalize the application materials and promote the process using local media and the City's website. A deadline of January 14, 2011 was selected.

The application process worked very well as a total of 26 Woodland citizens submitted applications for the vacant Council seat. All of the applications transmitted a sincere desire to serve Woodland and the Ad-Hoc Committee worked diligently to review each candidate in order to identify a set of finalists. On January 19, the six finalists were announced.

In order to encourage community participation in the process, the Ad-Hoc Committee worked with the League of Women Voters to organize a Candidates Forum on February 3. The League developed a series of questions for each candidate, provided information to prepare the candidates and conducted the Forum in the Woodland City Council Chambers. The Forum was well attended and presented over the The WAVE Channel 21 and video streaming software available through the City's website.

On February 7, the Ad-Hoc Committee conducted interviews with five of the six candidates; one of the candidates was interviewed on February 1 due to a conflict with a previous commitment. The Ad-Hoc Committee interviews were the final step to narrowing the field to the top two candidates for consideration by the City Council on February 15.

On February 8, the top candidates were named for consideration by the City Council. The candidates are David A. Sanders and Tom Stallard. The application materials for Mr. Sanders and Mr. Stallard are included as Attachments No. 1 and No. 2, respectively. The entire City Council will participate in the final step to select one of the candidates during the February 15 meeting.

With four sitting Council members, selection of one of the candidates requires three votes. In the event neither of the candidates generates three votes from the Council, staff has prepared the resolutions previously described herein for consideration. Attachment No. 3 is Resolution No. _____ calling and giving notice of a mailed ballot special election. Attachment No. 4 is Resolution No. _____ calling and giving notice of a regular ballot special election. All of the factors associated with conducting a special election will be further explained in the following section of the report.

Discussion

With the Ad-Hoc Committee's selection of David A. Sanders and Tom Stallard, the Council's consideration of the final appointment must be conducted during a regular City Council meeting as part of the agenda. The Brown Act specifically does not allow the appointment of public officials to be considered and approved in closed sessions.

The February 15 agenda includes time allotted for the entire City Council to participate in the selection process by asking questions of each candidate. After a brief report from staff, Mayor Pimentel will facilitate the process by asking for comments from members of the public who wish to speak on this item. Following public comments, Mayor Pimentel will separately introduce each candidate and ask them to provide a brief opening statement. Following the opening statement, each Council member will be invited to ask two questions.

After each candidate has been interviewed, the Council will have time to discuss the appointment of one of the finalists. This discussion must be conducted as part of the meeting. The discussion will be limited to the Council. When the Council has completed their comments, the Mayor may ask for a motion to appoint one of the candidates. This motion should be stated as follows:

“I move to appoint (name of candidate) to fill the vacant Council seat for the remainder of the term which expires on June 30, 2012”.

If there is a second to the motion, Mayor Pimentel will invite any final comments and then call for the question. This process could be repeated if the candidate does not receive three votes.

In the event that the first candidate cannot generate the three votes necessary for the appointment, the Council may consider the alternative candidate. The same process described herein would be followed for the alternative candidate.

In the event that neither of the candidates can generate the three votes required to complete the appointment process, the Council will need to consider one of the two resolutions for conducting a special election. These alternatives are summarized as Attachments No. 3 and No. 4. Similar to the appointment of one of the candidates, approval of one of the resolutions will require three votes.

Attachment No. 3 is a resolution calling and giving notice of a mailed ballot special election. Elections Code Section 4004 authorizes cities with fewer than 100,000 people to call a special election entirely by mail ballot, with no polling stations, provided that the following conditions are met:

- The legislative body authorizes the use of mailed ballots for the election by resolution.
- The election is a special election to fill a vacancy in the legislative body or governing body.
- The election is not held on the same date as a statewide primary or general election.
- The election is not consolidated with any other election.
- The return of voted mail ballots is subject to Section 3017.

These conditions would apply to the situation described herein and could be implemented in the event that the Council is unable to complete the process through an appointment.

The timing of a mailed ballot special election requires that it be held 114 days following the adoption of the resolution calling and giving notice of such an election on any Tuesday that is not a regular election date. That means that the election could be held any Tuesday starting on June 14th. Staff has inserted the June 14 date in the resolution based on the belief that the intent of the State law governing this matter is to fill Council vacancies as soon as possible. If an alternative date is discussed, staff would suggest avoiding July 5th, as the mail holiday on the 4th of July could interfere with the City's timely receipt of ballots.

Attachment No. 4 is the resolution calling and giving notice of a regular ballot special election. Staff has completed additional research of this option and determined that a regular election cannot occur until November. The reason for the November date is that the election has to occur at least 114 days after the resolution calling for the election is adopted on the next regularly scheduled election date. The June 7th election date is only 112 days after February 15th. As a result, the next regular ballot election date available would be November 8. If the Council selected this option, the Council seat would remain vacant for nearly nine more months and the term of the candidate who is elected to the seat would expire in approximately eight months after the individual is seated.

As discussed previously herein, the updated cost estimates to conduct a mailed ballot and regular ballot special election is \$75,000 and \$130,000, respectively. This expense would be charged entirely to the General Fund.

The staff recommendation to complete the selection process through an appointment of one of the two remaining candidates is based on the following three reasons. First, the response from Woodland citizens to the invitation to apply for the vacant Council seat and the quality of the applications was extraordinary. Second, the Ad-Hoc Committee has done an excellent job in guiding this process to the point of presenting two very well qualified candidates for the entire City Council's consideration. Finally, the expense and time required to conduct a special election through either the mailed ballot or regular ballot options described herein are cumbersome and would place a financial and operational burden on the City at a time when the City cannot afford it.

Should the City Council approve the staff recommendation and appoint one of the two final candidates during the February 15 meeting, the selected candidate would be sworn in and seated as a Council member as part of the March 1 agenda.

Fiscal Impact

The cost to conduct the Council vacancy selection process up to this point and completing the process through an appointment has been absorbed within the City's FY 2011 General Fund. The cost to conduct a mailed ballot special election is estimated at \$75,000 and would be a General Fund expense. The cost to conduct a regular ballot special election is estimated at \$130,000 and would be a General Fund expense. Either of the special election options would be additional costs for the FY 2012 General Fund budget.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Consider the final candidates selected by the Ad-Hoc Committee and complete the appointment by selecting one of the candidates to fill the vacant Council seat through the process described herein and as required by State law.
2. Adopt Resolution No. _____ calling and giving notice of a mailed ballot special election.
3. Adopt Resolution No. _____ calling and giving notice of a regular ballot special election.

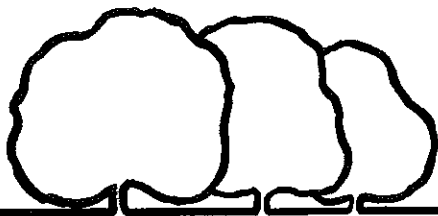
Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Reviewed by: Andrew Morris
City Attorney

Mark G. Deven
City Manager

Attachment No. 1: David A. Sanders Council Application Materials
Attachment No. 2: Tom Stallard Council Application Materials
Attachment No. 3: Resolution No. _____ calling and giving notice of a mailed ballot election
Attachment No. 4: Resolution No. _____ calling and giving notice of a regular ballot election



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR CITY COUNCIL APPLICANTS

PUBLIC CONTACT FORM (Please submit as an electronic file or print)

Name: David A. Sanders

Address:

Home/ Contact Telephone Number:

Work Telephone Number: (916) 372-6060 ext. 217

E-Mail Address: sandersesq@hotmail.com

Should a member of the public desire to contact you concerning your application for the City Council, the City Clerk may release the following information (please mark an "X" for those that apply):

Home Address ()

Home Phone Number ()

E-Mail Address (X)

Work Phone Number (X)

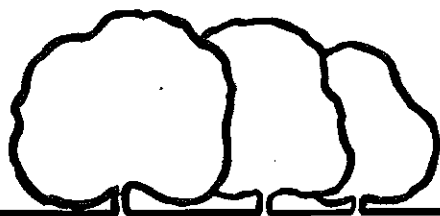
Work Address ()

Please do not release any of this
information ()

FOR STAFF USE ONLY

Date Council Member Interview Scheduled for:

Confirmed with Ad-Hoc Committee:



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY COUNCIL APPLICATION INFORMATION

(Please submit as an electronic file or print)

Name of applicant: David A. Sanders

I have business connections and/or investments that may result in possible conflict of interest. Yes () No (X)

I reside within the City limits of the City of Woodland. Yes (X) No ()

Do you serve or have you served on a City Board or Commission? Yes (X) No ()

If yes, please state the Board or Commission and the dates you served:

City of Woodland Planning Commission – September 2002 to Present

Please attach a resume that includes the following information:

- Employment experience
- Organization, community and service experience
- Educational background and other training
- Honors and Awards

Please provide as a separate document a biographical statement summarizing your background, interest and qualifications for service as a member of the Woodland City Council that would be made available to the public. As examples, you might review biographies for Council members listed on city websites including Woodland.

CITY COUNCIL APPLICATION QUESTIONS

David A. Sanders

Please answer the following questions regarding your interest in seeking appointment to the vacant City Council seat. Your answers may be as brief or as detailed as you believe is necessary to respond.

What motivates you to serve in this position?

My motivation first and foremost is to help the City of Woodland. The coming years will continue to present significant challenges to the City and the City Council. As discussed further in the answers to the questions below, Governor Brown and the Legislature have clearly signaled that the strategy for solving a large part of the State's budget crisis is reallocation of services that were absorbed by the state following the passage of Proposition 13. This reallocation will have a profound effect on the city of Woodland, both directly and through impact on the city through the functions absorbed by Yolo County. Meeting these challenges will require a fully staffed and engaged City Council.

What do you think are the top three issues facing the City the next year and why?

This is an interesting question as it presupposes that there are three discrete issues that are the top issues facing the city. I believe the problems facing the city are complex and intertwined. The overarching issue will continue to be the fiscal health of the City and its ability to provide the services our community needs.

The three main issues that will challenge the City's fiscal health are: attracting and growing jobs, the absorption of functions previously done by the State, and the maintenance of a balanced city budget.

First, it is an incontrovertible fact that the fiscal health of any city depends on the financial health of its citizens and the businesses that operate in the community. Woodland, like most other cities has suffered during these difficult economic times. We need to strive to bring new jobs to the City by growing existing businesses and attracting new ones. Although much easier said than done, it must be a cornerstone of the Woodland's economic recovery.

As mentioned above, Governor Brown and the Legislature have signaled a clear intent to restructure the division of the responsibility for services provided by the State, cities, and counties. While it is very early in this realignment process, it seems likely that based on California's 28 billion dollar deficit and the significant opposition to raising taxes at the State level, that many services will be reapportioned down to the cities and counties. In the case of Woodland it remains to be seen what services the City would need to absorb. Even if the direct impact were to be limited, Woodland would still be faced with significant impacts based on the large number of Yolo County facilities located within the city including the jail and juvenile hall. The additional pressures on county resources will be felt by City services such as the police and fire departments.

Finally, Woodland must strive to maintain a healthy balanced budget. The challenge here will be to create a balance of revenues and services that the community is willing to accept. While proposition 22 should protect the city budget from being raided by the State, Proposition 26 appears to have created a significant hurdle that the City will be required to overcome if it deems it necessary to implement fees or create something like a Business Improvement District Assessment as has been suggested in the past. Additionally, the city must strive to protect its workforce from the uncertainties of the budget cycles without the need for further layoffs and furloughs.

In short, because of the factors discussed above, solving these three issues and others is crucial to maintaining the short and long term fiscal health of the City.

Describe an issue that the City is currently facing which you feel passionate about.

I continue to be passionate about development in the City. Overall, Woodland has done a good job in managing development by balancing zoning, project approvals, design review, and the rate of growth. I have been particularly concerned with the push to develop in green field sites around the city as opposed to concentrating on infill. That is why I was involved in the Measure "A" Urban Limit Line project in 2006.

Development in the city needs to be a balance between supporting and encouraging business and development with protecting and improving our community. This balance sets up a natural tension between developers and planners. Developers are looking for the greatest dollar return on any project while the city planners and Planning Commission should be looking for the greatest value to the community. While these two goals are not mutually exclusive, they often result in concessions from both sides for a project to move forward.

I believe that Woodland has significant potential for high quality infill development projects which will allow the City to increase jobs, and revenue while improving the community as a whole.

In the past year, describe a decision or action that the Woodland City Council has taken that you have disagreed with and why.

It is difficult to criticize any one particular decision or action that the Council has made because I do not have access to all the information that the Council had to reach any individual decision. One area that I am concerned about is a perception among members of the community that the Council is to "cozy" with developers and far too quick to accede to their demands. Whether that is accurate or not is less of an issue than the fact that some people have that impression. Many projects generate significant emotional reactions from the community such as the State Theater, Spring Lake, or the Gateway developments. Whether the rationale for the approval of a project is fiscal, legal, or a finding by the Council that a project is a good fit for the City, it is important that the reasons for the decision be explained so that the citizens fully understand that rationale and not that the City succumb to pressure from developers.

If selected to serve on the Woodland City Council, what would be your top three goals and what new direction would you seek?

My first goal would be to learn as much as possible as quickly as possible to become a fully effective member of the Council. Because of the diversity of issues facing the Council I believe that anyone joining the Council will face a significant learning curve; no matter how closely they followed from outside. Without a firm working knowledge of the issues and problems facing the City it is somewhat disingenuous to set goals which may not be relevant to the City's needs.

With that said it is fair to say that the City will continue to face fiscal challenges for the next few years. Working to maintain the City's financial well being must be a top priority for the Council. That means working with other Council members and staff to constantly evaluate current and projected revenues and balance that against the services the City seeks to provide. As discussed above, that also means taking into account the direct in indirect impacts of the State's realignment of services to the cities and counties to include ensuring the State does not create any unfunded mandates that the city must accept responsibility.

Finally, I think the final goal and the direction that I would seek would be to continue to strive to improve the City of Woodland for all those who live and/or work in the City. I am confident it is a goal each member of the Council shares. While I don't believe this is a new direction for the Council, it is a goal we need to continuously reaffirm.

Please provide information on three personal or professional references:

Name	Address	Phone No.
Charles Alexander	755 Riverpoint Drive West Sacramento CA 95605	(916) 372-6060
Daniel Lindsay	755 Riverpoint Drive West Sacramento CA 95605	(916) 372-6060
Steve Barzo	543 3 rd Street Woodland CA 95695	(530) 867-0138

Date Submitted: January 12, 2011

Please return application to:

Office of the City Clerk

City Hall

300 First Street

Woodland, CA 95695

Email: Ana.Gonzalez@cityofwoodland.org

Note: Staff will contact you to schedule an interview with the City Council's Ad-Hoc Committee.

Biographical Statement

David A. Sanders

A native Californian, David was born and raised in Southern California where he formed his lifelong commitment to serving the community. While attending High School in Bakersfield he volunteered for several community theaters. After High School, he attended a semester at Bakersfield College before enlisting in the U.S. Air Force.

During his career in the Air Force David was stationed for 14 years in Great Britain, earned two associate degrees, received numerous awards including three Meritorious Service Medals, and was promoted to Master Sergeant after only 13 years of service. David retired from the Air Force in 1995 and returned to California. He is still a member of the American Legion Post #1 and the Air Force Sergeants Association. While in the England, David married his wife Janet, a native of Liverpool. His daughter Alexandra was born in High Wycombe England while he was stationed there.

Following his retirement from the Air Force David relocated to Northern California to finish his Bachelor's degree earning an honors degree in Philosophy in 1998 from California State University Chico. During his time at Chico State he was active in both campus activities and the community. David was instrumental in establishing a chapter of Phi Sigma Tau International Philosophical Honor Society. During the summer he worked as a member of the Chico Shakespeare In The Park Company as a stage manager. While at Chico State David was awarded the Lt. Merton Rawlins Scholarship for academic achievement and community service, the College of Humanities and Fine Arts outstanding student leader, and Outstanding Philosophy Student 1998.

Following graduation from Chico State David moved to Woodland and was accepted into the UC Davis, King Hall School of Law graduating with his Juris Doctorate degree in 2001. During his time at King Hall he was particularly interested in water law and land use planning. While attending law school David did take time out to continue to assist the community by being the Volunteer Income Tax Assistance Coordinator and organizing training for other students who then assisted low income individuals, families, and seniors in preparing their Federal and State Income Taxes. He was also the 1st Recipient of the Harry M. Marsh Memorial Scholarship, a member of the Milton L. Schwartz American Inn of Court, and Vice President of the Tax Law Society.

During his last year of law school David was hired by the California Correctional Peace Officers Association, one of the largest public sector labor unions in California. Starting out as a law clerk he quickly advanced in the organization to become the Chief Operations officer and General Counsel; a position he holds to this day.

Following Graduation from Law School David was admitted to the California State Bar and in 2007 to the United States Supreme Court Bar. He also continued to contribute to the community and in September 2002 was appointed to the Woodland Planning Commission. He is currently the Chairman and has served as either chair or vice chair for the past six years. David played a role in the formation and adoption of Woodland's urban limit line approved by the voters in 2006 as Measure "A". David also serves as the Chairman of the Governor's Cup Invitational Golf Tournament Charity and as a member of the Board of Directors of Minorities in Law Enforcement for Kids. David is also and active member of the Woodland Street Cruisers.

DAVID A. SANDERS

EXPERIENCE

California Correctional Peace Officers Association

November 2006 – Present

Chief Operations Officer and General Counsel

I currently oversee the day-to-day operations for CCPOA, a 35,000-member public sector labor union.

- Work closely with the elected Executive Counsel, union activists, volunteers, and a 50 member Board of Directors to ensure the smooth operation of the Association.
- Created and defined the position of Chief Operations Officer after a twelve year lapse of senior professional management.
- Restructured the Association to include the creation of a Communications Division and realigned the Legal Department to better meet Association needs.
- Revamped Association personnel policies, Employee Handbook, and personally involved in all hiring decisions and terminations.
- Improved financial planning, budgeting practices and financial accountability to better manage Association's \$32 million dollar annual budget.
- Initiated a complete redesign of Association's IT functions including personnel changes, workstation updates, and a complete network redesign including a change of platforms and integration communications equipment to modernize Association systems.
- Realigned Association's real property including negotiating leases to move a Legislative Office and a warehouse to better facilities. Improved planning and policies for maintenance and repair of Association owned property.

I also currently serve as the Association's General Counsel and the legal advisor to the Executive Council and Board of Directors.

- Oversee the legal operations of the Association including coordination of a multi-million dollar litigation program undertaken on behalf of the Association membership by numerous large law firms.
- Through the Chief Counsel, oversee the legal staff consisting of 28 in-house attorneys working on member representation and civil litigation. Currently working with ethics experts on the creation of a conflict counsel office to handle conflicts between members.
- Provide advice and oversight to Association President and Political Action Committee on compliance with Federal and State campaign finance laws.

California Department of Water Resources

August – October 2006

Staff Counsel

Responsible for the supervision and coordination of outside counsel representing the State of California in complex energy litigation resulting from the California Energy Crisis.

Responsible for the administration and management of contracts with outside law firms to include proposed contract amendments and payment of invoices to ensure accuracy and compliance with State contracting regulations and policies.

California Correctional Peace Officers Association

June 2000 – August 2006

Staff Counsel

I was responsible for the representation and defense of Association members during personnel hearings at the State Personnel Board and in State Court. Advocated and negotiate on behalf of employees with supervisors, administrators, and management.

Frequently traveled to correctional facilities to represent members appearing as witnesses or subjects during investigatory interviews. Negotiated with investigators to ensure interviews were conducted fairly and participated in the interviews to protect the employee's rights.

Reviewed grievances filed by employees. Interviewed employees concerning their grievances and research the relevant facts and law. Wrote memoranda outlining all the findings and made recommendations whether or not the Association should arbitrate the grievances with the State.

United States Attorney's Office, Civil Division – Sacramento

Summer 1999

Law Clerk

Conducted legal research and wrote memoranda outlining findings and recommendations on a variety of areas such as mining, trespass, Title 7, victim compensation, and Housing and Urban Development fraud cases.

United States Air Force

May 1979 - July 1995

Master Sergeant (Ret)

In sixteen years service was promoted to each grade an average of three years ahead of peers in recognition of performance, leadership, and scores on promotional examinations.

- Awarded three Meritorious Service Medals for outstanding service to the Air Force plus a Commendation Medal, Humanitarian Service Medal, and the National Defense Medal, as well as four Good Conduct Medals and eight other decorations.
- Chosen as the Third Air Force Services Manager of the Year and twice selected as the Base Senior Enlisted Airman of the Year.

Management Experience: Managed the installation Services Division, which included hotel, dormitory, restaurant, laundry, recreation, childcare, and other support, services.

- Significantly improved service facilities on the base by advocating for, and receiving, a 400% percent increase in the annual budget received from higher headquarters.
- Recognized by the Commander of the United States European Command for the innovative and outstanding solution to a major contingency housing problem.

- Managed a variety of contracts for purchases and services including a contract for hotel accommodations in London England with an annual budget of \$200,000.00.

Operations and Personnel: Supervised a staff of over fifty personnel that included US military, British Ministry of Defense, and American, British, and other European civilian personnel.

- Completed the downsizing and deactivation of the Services Division with no personnel grievances or complaints.

OTHER PROFESSIONAL EXPERIENCE

I have served as a Planning Commissioner for the City of Woodland California since 2002. I have recently been elected again as Chairman and have been either Chairman or Vice-Chairman of the Commission for the past six years.

Serve as Chairman of the Governor's Cup Foundation. Sponsors and Organizes the annual Governor's Cup Invitational Golf Tournament; a charitable golf tournament held at Pebble Beach.

Serve as a Director of the newly formed California Corrections and Health Care Research Foundation. Foundation was formed to influence policy and promote research on issues concerning prison health care.

Serve as a Director of MILE for Kids, A foundation associated with Minorities in Law Enforcement (MILE) with an emphasis on improving relations between law enforcement and youth in at risk communities.

EDUCATION

University of California, Davis School of Law - Juris Doctorate: 2001

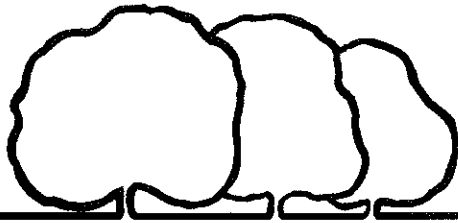
1st Recipient of the Harry M. Marsh Memorial Scholarship
Member Milton L. Schwartz American Inn of Court
Coordinator and Tax Preparer, Volunteer Income Tax Assistance Program
Research Editor Journal of International Law and Policy
Vice President, Tax Law Society
Member, Phi Delta Phi, ABA, ATLA

California State University, Chico - Bachelor of Arts with Honors in Philosophy: 1998

Lt. Merton Rawlins Scholarship for academic achievement and community service
College of Humanities and Fine Arts outstanding student leader
Outstanding Philosophy Student 1998, Golden Key Honor Society
President, Gamma Chapter, Phi Sigma Tau International Philosophical Honor Society

University of Maryland - Associate of Arts in Management: 1995

Community College of the Air Force - Associate of Arts in Lodging Management: 1992



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR CITY COUNCIL APPLICANTS

PUBLIC CONTACT FORM

(Please submit as an electronic file or print)

Name: Tom Stallard

Address: 10 Toyon Drive

Home/Contact Telephone Number: 530 867-7706

Work Telephone Number: 530 666-4850

E-Mail Address: tstallard@legintent.com

Should a member of the public desire to contact you concerning your application for the City Council, the City Clerk may release the following information (please mark an "X" for those that apply):

Home Address (X)

Home Phone Number (X)

E-Mail Address (X)

Work Phone Number (X)

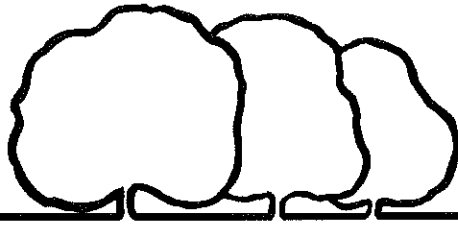
Work Address (X)

Please do not release any of this
information ()

FOR STAFF USE ONLY

Date Council Member Interview Scheduled for:

Confirmed with Ad-Hoc Committee:



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY COUNCIL APPLICATION INFORMATION

(Please submit as an electronic file or print)

Name of applicant: Tom Stallard

I have business connections and/or investments that may result in possible conflict of interest. Yes (X) No ()

I have no business connections with the city, but my Main Street properties would exclude me from participation on many Redevelopment issues.

I reside within the City limits of the City of Woodland. Yes (X) No ()

Do you serve or have you served on a City Board or Commission? Yes (X) No ()

I served for four years on a former general plan citizens' committee, 1972-1976

I represented 60% of Woodland's citizens for 8 years as Third District Supervisor, 1995-2002. I served on many joint committees and task forces on behalf of Woodland

If yes, please state the Board or Commission and the dates you served:

City/County 2x2

Water Resources Association

Yolo Solano Air Quality Management District

Sacramento Area Council of Governments

Joint Flood Control Task Force

Yolobus

Service on all of these was between
1995-2002

Please attach a resume that includes the following information:

- Employment experience
- Organization, community and service experience
- Educational background and other training

- Honors and Awards

Please provide as a separate document a biographical statement summarizing your background, interest and qualifications for service as a member of the Woodland City Council that would be made available to the public. As examples, you might review biographies for Council members listed on city websites including Woodland.

CITY COUNCIL APPLICATION QUESTIONS

(Please submit as an electronic file or as a separate typewritten sheet)

Please answer the following questions regarding your interest in seeking appointment to the vacant City Council seat. Your answers may be as brief or as detailed as you believe is necessary to respond.

What motivates you to serve in this position?

I love public service, and I love Woodland. It is as simple as that.

What do you think are the top three issues facing the City the next year and why?

1. Revenues; 2. Restructuring; 3. Resurgence. We need to right-size our government to function within the revenues we are able to generate. This requires restructuring which is well underway. Then, we need to think long term about our city's resurgence. Our industrial base has been in decline for years. Our community has taken on more of a bedroom aspect than a lively job center.

Describe an issue that the City is currently facing which you feel passionate about.

I think the Woodland-Davis Clean Water JPA is an inspired solution to the water quality problems that have plagued these two communities for years. I am excited by this brilliant solution which will reduce if not eliminate water softening which adds more salt to our waste water, will reduce the demand for costly bottled water, and will return water to the waste stream free of the contaminants that come from pumped ground water. Also, ground water will be conserved as a banked reserve for droughts.

In the past year, describe a decision or action that the Woodland City Council has taken that you have disagreed with and why.

While I understand that reasonable people can differ, I continue to feel that the effort to fund an Opera House expansion that consumes vital and limited open space is unfortunate and ill-advised, particularly when several thousand square feet of unused printing plant space is sitting idle at the rear of the Democrat building. The Council should know that if selected, I cannot be a voice on this issue as I own property within 300 feet of both these sites. I do want to make it clear that I support a second venue for the Opera House.

If selected to serve on the Woodland City Council, what would be your top three goals and what new direction would you seek?

1. Be the best listener I can be to work with the four voter-selected incumbents.
 2. Be collegial with the council and community to come up with the best possible solutions for Woodland's challenges.
 3. Be a force for calm and stability in our community.
-

Obviously these are non-specific. I have reached a point in my life where I think we need to focus on civility, collegiality and maintaining calm. In other words, "how" we do things is, in fact, as important as "what" we do. The feelings of people matter. I want to make progress, but I want us to have as united a community as possible.

Please provide information on three personal or professional references:

Name	Address	Phone No.
I think I am a fairly well-known person after 38 years in Woodland. I am known to all four members of the Council and would trust their judgment. I have served with the City Manager on the Chamber's committee to assist him. The County CAO, Patrick Blacklock is a friend. I always tell prospective tenants at our properties to talk to existing tenants. When you live in a place like Woodland for 38 years, you can't hide!		

Date Submitted: January 10, 2010

Please return application to:

Office of the City Clerk

City Hall

300 First Street

Woodland, CA 95695

Email: Ana.Gonzalez@cityofwoodland.org

Note: Staff will contact you to schedule an interview with the City Council's Ad-Hoc Committee.

TOM STALLARD

10 Toyon Drive
Woodland, CA 95695

530.666-4850 (w)
530.666.0154 (h)

tstallard@legintent.com

Objective: To use my skills and experience to build better relationships between the State of California and local government and to promote regional cooperation.

1974 to present: Co-founder and Director of Legislative Intent Service, a research firm

- Legislative research cited in 60 appellate cases
- Recognized expert witness
- Frequent guest lecturer for both the bench and the bar
- Largest private user of the California State Library and State Archives
- Founding Trustee of the California State Library Foundation
- Founding Trustee and President of the California State Archives Foundation
- Founding President of the Golden State Museum, Office of Secretary of State

1995 to 2002: Third District Supervisor, Yolo County

- Elected to two terms, serving as chair in 1996 and 2001
- Served in leadership positions at California State Association of Counties
- Served on the Cities, Counties, Schools (CCS) Partnership
- Served on the Yolo County Local Agency Formation Commission
- Served on the Yolo Solano Air Quality Management District
- Founding President of the Cache Creek Conservancy, a private/public partnership that restored a local creek while allowing gravel mining to proceed. (Governor Wilson awarded Yolo County his Economic and Environmental Award in 1998 for this effort.)
- Chair, Sacramento Area Council of Governments. Widely recognized as having turned this organization around from ineffective to highly effective.
- Recipient of SACOG "Elected Official of the Year" 2002
- Recipient of American Lung Association's "Clean Air Hero" Award 2001
- Recipient of Sacramento Metropolitan Chamber of Commerce "Public Champion for Business" Award 2001
- Negotiated successful local compact with Indian tribe that will bring \$100 million in mitigation to Yolo County
- Appointed to Commission on State Mandates by Governor Wilson

1975 to 1986: Partner, Private law practice

- Built private firm to 5 lawyers and a staff of 18
- Primary focus was labor law, representing numerous police and fire groups
- Honorary member "Hose and Truck Company, No. 1", Woodland Fire Dept.
- Woodland Chamber of Commerce "Member of the Year" 1983

1980 to present

- Redeveloped numerous historic buildings in downtown Woodland, including historic Opera House
- Developed a successful tenant group in downtown Woodland that includes 3 restaurants, 6 salons, a gift shop, architectural office, insurance offices,

legislative research offices, a cookie store, and the headquarters offices of the largest tomato paste processor in the world

Other Awards

- Yolo Champion, Yolo County Board of Supervisors, 2002
- SACOG SALUTES, Election Official of the Year, 2002
- Yolo Superior Court "Amicus Curiae Award", 2002
- Yolo County Local Agency Formation Commission "Appreciation" award 1995-2002
- Sacramento Arts and Business Council "Individual Leadership" award, 2004
- Woodland Fire Department Award of Excellence
- Sacramento Metro Chamber "Small Business Person of the Year", 2004
- Golden State Museum "Service, Vision and Leadership" Award
- UC Davis Foundation, Medal for service, 1995-2004
- President's Citation, UC Davis School of Law Alumni Assn., 2008
- Peter McCuen Award for "Civic Entrepreneurship", Sacramento Metro Chamber of Commerce, 2010
- Chairman's Award, Valley Vision, 2003-2005

Education: B.A., Economics, University of California, Davis, 1968
Juris doctorate, King Hall, University of California, Davis, 1975
U.S. Naval Officer, 1968-1970

TOM STALLARD

Tom Stallard is a native California, educated in the public schools of San Leandro and Oakland. He came to Yolo County as a freshman at UC Davis and remained to receive his BA in Economics. As a student leader, he was the third manager of the campus radio station and drafted its FM license. Later he was Picnic Day Chairman and then chosen to speak for all 100,000 students of the University of California in welcoming remarks for then new President Charles Hitch. Upon graduation, Stallard was commissioned an ensign in the United States Naval Reserve, based in Newport, R.I. Stallard was part of a command that managed 17 service force ships based on the Atlantic seaboard.

Completing his naval service, Stallard spent two years in southern California managing the student housing at the University of California, Irvine. He was accepted to law school at University of California in Davis and was a successful candidate for the bar exam upon graduation. Tom and his wife Meg had moved to Woodland in 1972 at the start of law school. Upon graduation, he opened an office with former Councilman Bill Keller for the practice of law. Keller & Stallard had previously developed a specialty research firm dealing with legislation which is now nationally prominent for its expertise. Stallard was a designated expert witness in the first Rodney Allen King trial and also furnished the research on the 1879 California Constitution that caused the California Supreme Court to save and order the restoration of Mono Lake in the eastern Sierras. His business, Legislative Intent Service, Inc., has been a Main Street fixture for 36 years and employed many local people.

Always seeking new challenges, Stallard started buying dilapidated Main Street buildings in 1980 and restoring them to their original appearance subject to such modifications as were necessary to make them commercially viable. Much of the 600 and 700 blocks on the south side of Main, along with the Opera House where he volunteered for years, evidence his persistence and commitment to excellence.

In 1994, Stallard completed the Krellenberg Court project and two days before the end of the filing period, threw his hat in the ring for Third District Supervisor. He defeated a 16 year incumbent as well as a former Woodland Mayor who also ran. He was reelected four years later and then lost narrowly four years later. During his years as county supervisor, Stallard engaged throughout the region on issues involving water, clean air, smart growth and regional collaboration, to name a few. In the years since leaving the County of Yolo, he has maintained his civic involvement in these and other areas, including service for 6 years on the board at KVIE, service for 9 years on the board of Valley Vision, chair of the Cleaner Air Partnership for 5 years, on the board at Sacramento Metro Chamber of Commerce, 6 years, and several others.

FW: Council Application

Tom Stallard [tstallard@legintent.com]

Sent: Monday, January 10, 2011 2:47 PM**To:** Ana Gonzalez**Attachments:** Council Application.doc (60 KB) ; Resume for Appointment.doc (31 KB) ; TOM STALLARD.docx (14 KB)

Hi Ana. I have attached a filled-out copy of the application, a resume, and a biography as requested. In addition, the newsletter below just came out today mentioning an upcoming award. Please let me know if there is anything additional that you would need. Also, I have previously arranged travel out of the country February 5 through February 22, so would appreciate the courtesy of an interview before my departure if that could be arranged. Thanks!

Tom Stallard
530 666-4850
Legislative Intent Service, Inc.



*We are professional legislative historians
at your service in the 21st Century*

From: Tara Thronson [mailto:tara.thronson@valleyvision.org]**Sent:** Monday, January 10, 2011 10:15 AM**To:** tstallard@legintent.com**Subject:** Latest News from the Cleaner Air Partnership - January 2011

Having trouble viewing this email? [Click here](#)

The Cleaner Air News

The newsletter of the Cleaner Air Partnership

Save the Date!
Quarterly meeting
Friday, March 25, 2011

Save the date for our
next Quarterly
Luncheon!

Date:
Friday, Mar. 25, 2011

Time:
11:30 AM to 1:30 PM

Location:
TBD

www.cleanerairpartnership.org

January 2011



Tom Stallard to Receive Peter McCuen Award

IN THIS ISSUE

[CAP Chair to be honored at Metro Chamber Business Awards](#)

[Nominations open for Breathe California's Clean Air Awards](#)

[State of the City to include Greenwise Regional Action Plan](#)

OUR PARTNERS



metrochamber
SACRAMENTO METRO CHAMBER OF COMMERCE



QUICK LINKS

[Cleaner Air Partnership](#)

[Breathe California Sacramento Emigrant Trails](#)

[Sacramento Metro Chamber](#)

[Valley Vision](#)

[JOIN OUR LIST](#)

CAP Chair to be honored at Metro Chamber Event

Tom Stallard, chair of the Cleaner Air Partnership, will receive the prestigious "Peter McCuen Award for Civic Entrepreneurship" at the Sacramento Metro Chamber's 116th Annual Dinner and Business Awards on February 4th.



The Peter McCuen Award goes to a businessperson who has become extensively involved in promoting civic and community involvement and who brings their entrepreneurial skills to their public life. Tom Stallard has done just that. He is a Woodland attorney whose many business and civic pursuits include founding a legislative research firm, launching a historic building renovation firm called the "Rose Colored Glass Company" and serving eight years on the Yolo County Board of Supervisors.

"Peter McCuen was a legend -- a Silicon Valley entrepreneur who made Sacramento his home...an innovator in business and in the community and completely committed to making our region a better place," said Bill Mueller, CEO of Valley Vision and manager of the Cleaner Air Partnership. "Tom Stallard is every bit Peter's peer -- extremely smart, restless, with a gift for diplomacy and a passion for making an impact. Given his humility, we won't ever know all of the many ways Tom has helped our region prosper, but you can trust we are all the better for it."

In addition to serving as Chair of the Cleaner Air Partnership, Tom has contributed his skills to a wide variety of public non-profit boards including public television station KVIE, the Sacramento Metro Chamber of Commerce, Valley Vision, the Great Valley Center and he is past president of the UC Davis School of Law Alumni Association. Tom is also a founding trustee of the California State Library Foundation, a founder and past president of California State Archives, and a founder of the California Museum.

[Click here to register](#) and learn more about the Dinner and Business Awards.

Nominate a Clean Air Champion

Nominations now open for Breathe California's Clean Air Awards

[Breathe California of Sacramento-Emigrant Trails \(BCSET\)](#) is seeking your help in recognizing Clean Air Champions in our region! If you know a business, organization, agency, neighbor, co-worker or young person who has been doing more than their part to help improve air quality in our region, nominate them for a Clean Air Award!



[Join Our Mailing List!](#)

The nomination deadline is January 28, 2011, [click here](#) to nominate someone today! The awards will be presented at the [35th Annual Clean Air Awards Luncheon](#) on May 20, 2011.

Award Categories

Citizen Group / Individual: For outstanding contributions resulting in specific efforts or programs that improve air quality in a neighborhood, school or local community.

Business: For a business that demonstrates exemplary air pollution reductions beyond required regulations or that aggressively and creatively supports clean air programs.

Government: For outstanding contributions by public agencies or individuals in government resulting in the design and implementation of cost-effective clean air programs, increased public support for clean air, or new public policies to improve air quality.

Regional: For outstanding contributions by a business, individual or agency resulting in specific efforts or programs that improve air quality on a regional, multi-county basis.

Smart Growth: For a completed development project that exemplifies smart growth principles, resulting in improved air quality and public health.

Youth Leadership: For outstanding contributions by a young person or group of young people resulting in specific efforts or programs that improve air quality in the school setting, a neighborhood, or local community.

Attend the State of the City Address on January 20th



Regional Action Plan includes air quality improvement actions

Mayor Kevin Johnson launched [Greenwise Sacramento](#) in 2010 with a goal of creating a shared vision to transform the Sacramento Region into the "Emerald Valley" - the greenest region in the country and a hub for clean technology. Over 275 participants brainstormed strategies and actions during the 8-month initiative and invested over 13,000 hours during Policy Committee and monthly meetings. The region welcomed rock-star speakers including Van Jones, Mayor Gavin Newsom, Thomas Friedman and Alice Waters who inspired and challenged our area to be bold. Mayor Johnson will reveal the Greenwise Regional Action Plan at the Sacramento Metro Chamber's State of the City event on January 20th.

The Greenwise Regional Action Plan will summarize recommendations from the five working teams: Energy, Waste & Recycling, Water & Nature, Urban Design & Green Building and Green & Clean Technology. The Plan focuses on three areas - The Region's Economy, Environmental Stewardship, and Community Engagement. Air Districts and other air pollution fighting organizations participated in the development of the Plan, which will include a strong pollution-reduction goal for 2020.

"With the unveiling of the Plan, we will now get to work to make a difference for every person in our community" said Greenwise Project Manager Julia Burrows. "Improving the air quality by continuing the great work of the air districts in our region and investing in a number of new actions outlined in the Plan will benefit every resident in our air basin now and in the future. We appreciate the support of the Cleaner Air Partnership and the air quality officials who contributed to the plan development, and we look forward to great collaboration in the future."

To attend the State of the City Address and hear Mayor Johnson's overview of city accomplishments and the Greenwise Regional Action Plan, [click here to register](#). The event will be held from 11:30 AM to 1:30 PM on January 20, 2011 at the Sacramento Convention Center.

The Cleaner Air Partnership is a joint project of Breathe California of Sacramento-Emigrant Trails, the Sacramento Metro Chamber of Commerce and Valley Vision to help the Sacramento Region meet clean air standards that protect health and promote economic growth.

Forward email

This email was sent to tstallard@legintent.com by tara.thronson@valleyvision.org | [Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).
Valley Vision | 2320 Broadway | Sacramento | CA | 95818

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, CALLING AND GIVING
NOTICE OF A MAILED BALLOT ELECTION TO BE HELD
IN WOODLAND ON TUESDAY, JUNE 14, 2011 TO FILL A
VACANCY ON THE CITY COUNCIL**

WHEREAS, a vacancy on the Woodland City Council was created when Councilmember Jeff Monroe resigned his position on the City Council, effective December 18, 2011; and

WHEREAS, California Government Code Section 36512 provides that vacancies in an elective office may be filled by calling a special election to be held on the next regularly established election date not less than 114 days from the call of the special election; and

WHEREAS, pursuant to Elections Code Section 4004, the City Council has the option of filling the Council vacancy through the use of a mailed ballot election rather than a traditional election, as long as the election occurs more than 114 days from the call of the special election and is not held on the same day as a statewide election; and

WHEREAS, Elections Code Section 1100 requires that all elections be held on Tuesdays; and

WHEREAS, pursuant to Government Code Section 36512 and Elections Code Sections 1100 and 4004, the City Council desires to hold a mailed ballot election on Tuesday, June 14, 2011, for the purpose of filling the vacant seat on the City Council;

NOW, THEREFORE, the City Council of the City of Woodland does hereby resolve, determine, find, and order as follows:

Section 1. The City Council hereby calls a mailed ballot election to be held in the City of Woodland, California on Tuesday, June 14, 2011.

Section 2. The City Clerk is hereby authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 3. The mailed ballot election shall be conducted pursuant to Elections Code Section 3017.

Section 4. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 5. Notice of the time and place of the holding of the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election in time, form and manner as required by law.

PASSED AND ADOPTED by the City Council this 15th day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Andrew J. Morris, City Attorney

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, CALLING AND GIVING
NOTICE OF A SPECIAL ELECTION TO BE HELD IN
WOODLAND ON TUESDAY, NOVEMBER 8, 2011 TO FILL A
VACANCY ON THE CITY COUNCIL**

WHEREAS, a vacancy on the Woodland City Council was created when Councilmember Jeff Monroe resigned his position on the City Council, effective December 18, 2011; and

WHEREAS, California Government Code Section 36512 provides that vacancies in an elective office may be filled by calling a special election to be held on the next regularly established election date not less than 114 days from the call of the special election; and

WHEREAS, pursuant to Elections Code Section 1000, the regularly established election dates for 2011 are March 8th, June 7th, and November 8th, but the March and June election dates are less than 114 days from the February 15, 2011 meeting at which this resolution is being adopted; and

WHEREAS, pursuant to Government Code Section 36512 and Elections Code Section 1000, the City Council desires to hold a special election on Tuesday, November 8, 2011, for the purpose of filling the vacant seat on the City Council;

NOW, THEREFORE, the City Council of the City of Woodland does hereby resolve, determine, find, and order as follows:

Section 1. The City Council hereby calls a special election to be held in the City of Woodland, California on Tuesday, November 8, 2011.

Section 2. The City Clerk is hereby authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 3. The polls for the election shall be open from 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed.

Section 4. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 5. Notice of the time and place of the holding of the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election in time, form and manner as required by law.

PASSED AND ADOPTED by the City Council this 15th day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

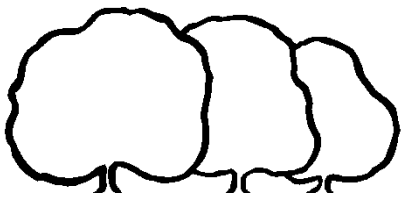
Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Andrew J. Morris, City Attorney



City of Woodland

**REPORT TO MAYOR AND CITY COUNCIL
AND REDEVELOPMENT AGENCY BOARD**

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY
COUNCIL AND REDEVELOPMENT
AGENCY BOARD

DATE: February 15, 2011

SUBJECT: Resolution to Oppose Administration's Proposal to Abolish
Redevelopment Agencies

Report in Brief

Governor Brown's FY 2012 budget proposal proposes to abolish California redevelopment agencies. If this proceeds as planned, it would have serious negative consequences for Woodland's future economic growth and development. Though the Woodland Redevelopment Agency is one of the smaller redevelopment agencies in terms of land size and the amount of tax increment funds generated, the Agency has had a significant positive impact in the areas of job creation, attracting new economic development investments to the community, and facilitating quality affordable housing projects.

Staff recommends that the City Council Adopt Resolution No. _____ and the Redevelopment Agency Board Adopt Agency Resolution No. _____ to formally oppose the Governor's plan to abolish redevelopment in California.

Background

The Governor's budget proposal would divert unobligated redevelopment funds to the State General Fund. The Administration estimates that in FY 2012, \$1.9 billion would be used for Medi-Cal programs (\$840 million) and the trial courts (\$860 million). The final \$210 million would be distributed to cities, counties, and special districts proportionate to their current share of the countywide property tax.

Throughout the state, city mayors, council members, business leaders and redevelopment agency executive directors point to redevelopment as one of the most important tools available to spur economic development and revitalize blighted communities. In Woodland, staff has estimated that since its inception, the redevelopment agency has facilitated the development of thirteen commercial projects and construction of 634 affordable housing units. Though these projects required a relatively small amount of redevelopment funds – approximately \$4.6 million – it has leveraged more than \$270 million in additional investment and created 3,900 jobs. The job creation number is

calculated using a model developed by the California Redevelopment Association which counts direct construction jobs based on construction budgets.

Besides being the primary tool local communities have to foster economic development, redevelopment projects help Woodland comply with State requirements including AB 32 and SB 375 which require communities to pursue infill development, reduce greenhouse gases, embrace Smart Growth principles, and create affordable housing. Redevelopment agencies have the experience and tools needed to implement these initiatives. Redevelopment helps development occur where it cannot be done by the private sector acting alone.

Discussion

The Governor may pursue passing urgency legislation that would eliminate redevelopment agencies by July 1, 2011. This urgency legislation requires a two-thirds vote. Alternatively, the Administration may pursue elimination of redevelopment through passage of the Governor's budget which requires just a majority vote and agencies would not be dismantled until January 1, 2012.

Though the details of how dismantling redevelopment agencies would work are not clear, it currently is believed that any obligations to bond holders from debt secured by tax increment financing would continue to be paid from the recurring tax increment revenue and funds would remain in place for any legal obligations, such as currently executed development agreements. For Woodland that means that \$586,000 in tax increment would continue to be paid toward the bond debt, about \$260,000 would be paid for two outstanding loans, and funds would be distributed for some projects with contracts currently in place. Outside of those agreements, the bond funds and remaining tax increment funds would be seized by the state.

The impacts on Woodland's operating budget are still unclear. Staff's initial estimates is that the loss of tax increment funds would directly affect 6-7 positions that are allocated entirely or partially to the Agency. It is likely that the City would have to eliminate some of those positions. In addition, like every City division, the Agency also pays indirect costs as well. The loss of the Agency would also be felt by all departments and funds that would need to pick up a larger share of City indirect expenses such as technology and administrative support that is currently paid for by the Agency.

The California Redevelopment Association, the League of California Cities, and the mayors of the largest California cities are mounting an aggressive campaign against this proposal. At a recent press conference held at the State Capitol, it was noted that redevelopment is essential for revitalizing blighted communities and bringing them back to economic vitality by creating jobs, providing affordable housing, building public infrastructure, and creating commercial opportunities. Decisions on how to allocate redevelopment resources are made by local elected officials in the communities they represent, not State bureaucrats or legislators.

Redevelopment plays a unique role within the structure of the City. While other divisions such as Planning and Building need to be more reactive and regulatory, the Agency can be more proactive. Agency staff is quite often an advocate for projects and helps to facilitate the development process

by working collaboratively with the private sector. Agency staff have helped project sponsors secure financing and secure land in order make projects feasible and expedite construction. This can be seen in recent RDA projects such as the arrival of Cambridge College in the Historic Porter Building, renovation of the Capitol Hotel and Saloon and the support for the modernized and expanded Yolo Superior Courts. Without the Agency these projects may have been infeasible or would have taken longer to develop.

Redevelopment contributes over \$40 billion annually to California's economy in the generation of goods and services, generates more than \$2 billion in state and local taxes, increases the state's construction output by about \$19 billion annually, and generates 304,000 full- and part-time private sector jobs every year. Therefore, it is important for every community to make its voice heard on this issue.

Fiscal Impact

Adoption of this resolution does not have any fiscal impact.

Public Contact

This item was posted on the City Council/Redevelopment Agency Board agenda.

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. _____ and the Redevelopment Agency Board Adopt Agency Resolution No. _____ to formally oppose the Governor's plan to abolish redevelopment in California.

Prepared by: Cynthia Shallit
Redevelopment and Housing Manager

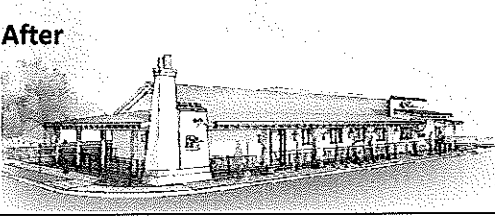
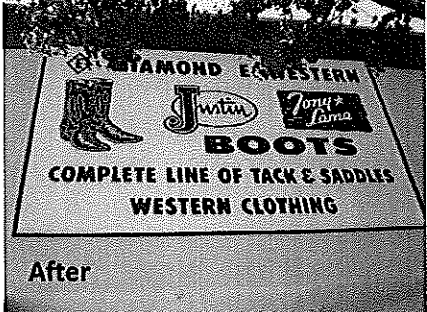
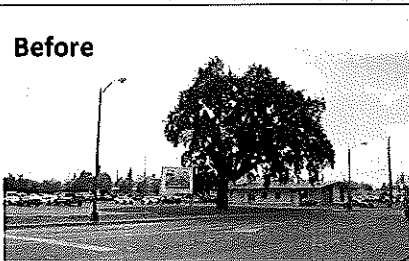
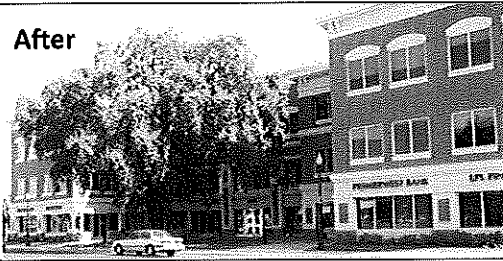
Mark G. Deven
City Manager
Executive Director

Attachment 1-Highlights of Woodland Redevelopment Agency's Past and Current Projects
Attachment II- Redevelopment Agency Resolution No. _____
Attachment III- City Council Resolution No. _____

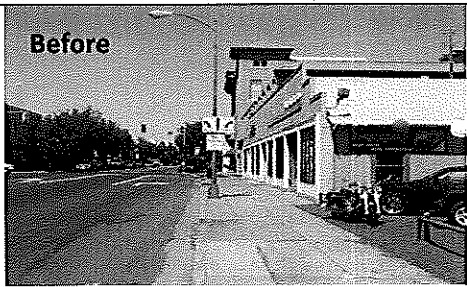
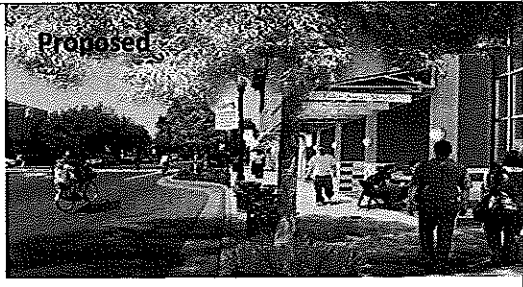
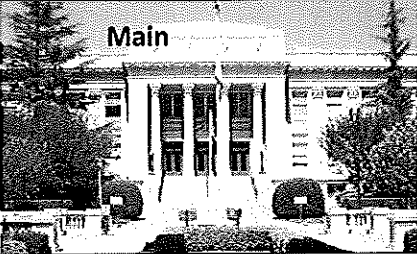
WOODLAND REDEVELOPMENT PROJECTS: Completed and in Progress

PROJECT	
Porter Building (Main Street, downtown location)	Before  After 
Cost	\$1.2 million
Project Description	The Porter Building's rehabilitation/remodeling is being assisted with \$380,000 in Redevelopment Agency (RDA) loans through the RDA's façade and upper floor retrofit programs. The first floor now houses a new campus for a private junior college that provides training for 300 students in the business and healthcare career fields.
Status	Construction underway and nearing completion.
PROJECT	
Capital Hotel (Main Street, downtown location)	Before  After 
Cost	\$2.1 million
Project Description	The Capital Hotel underwent a rehabilitation and the construction of a rear addition in order to accommodate a first floor restaurant, office suites on the second floor, and five residential lofts on the third floor. The RDA provided a total of \$90,000 in loans under its façade and off-site infrastructure programs.
Status	The project was completed in 2009 and now includes an operating restaurant/bar.
PROJECT	
Multiplex Theater (Main Street, downtown location)	Before  Proposed 
Cost	\$10 million (estimate)
Project Description	The 12-screen, 32,625 square foot multiplex theater with 15,000 square feet of retail space will replace an auto dealership. The RDA will facilitate the project.
Status	A planning application was submitted last year and is being processed by the City.

WOODLAND REDEVELOPMENT PROJECTS: Completed and in Progress

PROJECT	
Maria's Cantina (Court Street, downtown location)	Before  After 
Cost	\$500,000 (estimate)
Project Description	The existing building is being renovated by a local business owner to accommodate a new restaurant. The RDA will be providing a façade loan \$30,000.
Status	Construction is underway.
PROJECT	
Western Wear (Main Street, downtown location)	After   After
Cost	\$16,684
Project Description	The façade of the Western Wear retail business was rehabilitation with the RDA providing a façade loan of \$8,343.
Status	Façade improvements completed in 2010.
PROJECT	
Woodland Corporate Center (Main Street, downtown location)	Before  After 
Cost	\$8.3 million
Project Description	The project resulted in the construction of a 35,000 square foot Class A office building, the Woodland Corporate Center. RDA sold the property for the project and funded \$550,000 in off-site improvements.
Status	The building was completed in 2005.

WOODLAND REDEVELOPMENT PROJECTS: Completed and in Progress

PROJECT	
SACOG Community Design – (Main Street, downtown location)	Before  Proposed 
Cost	\$1.115 million
Project Description	The City will construct streetscape improvements on Main Street to enhance pedestrian oriented development, encourage economic investment, and promote re-use and renovation of historic structures. SACOG awarded the City a \$915,000 Community Design grant in 2009 and RDA is providing \$200,000 in funds for the project.
Status	Preliminary design of the project is underway.
PROJECT	
Tana (Lemen Avenue, across the street from public housing complex)	After  After 
Cost	\$342,875
Project Description	The Taller Art Del Nuevo Amanecer Hispanic Arts and Culture Center (TANA) provides art classes and cultural activities for residents, particularly school children. A vacant maintenance building owned by the Yolo Housing was renovated for the Tana facility. The project was facilitated by RDA staff and funded with \$342,875 in CDBG funds.
Status	The project was completed in 2010.
PROJECT	
New Yolo County Courthouse (Main Street, downtown location)	Before  Main 
Cost	\$150 million for construction
Project Description	The 161,000 square foot building will replace multiple facilities located in downtown Woodland. RDA acquired the site, conducted geophysical evaluations, relocated the business tenants, and is providing the State with a \$550,000 subsidy for the property acquisition and replacement of a water supply well located at the site.
Status	The State Public Works Board is expected to approve site acquisition in March with

WOODLAND REDEVELOPMENT PROJECTS: Completed and in Progress

	construction beginning in 2012.	
PROJECT		
Casa Del Sol (East Street)		
Cost	\$18.2 million	
Project Description	RDA partnered with Community Housing Opportunities Corporation for rehabilitation of the 126-unit mobile home park and addition of 30 new units. The project included the construction of a 15,000 square foot community center, a park-playground area, and extensive infrastructure upgrades (new roads, drainage, sewer, and water systems). Other work included the replacement of housing units and installation of a bus shelter. RDA assisted with a \$1 million HUD 108 loan, \$1 million HELP loan, and obtained a \$494,000 SACOG Community Design Grant for the project. RDA is working with the developer to obtain the final funding, a State loan, to purchase the 30 new units.	
Status	Improvements completed in 2009.	
PROJECT		
Odd Fellows Building (Main Street, downtown location)		
Cost	\$181,230	
Project Description	The façade and roof of the Old Fellows building were rehabilitated with the RDA providing a \$57,150 loan through its façade program.	
Status	The project was completed in 2009.	

AGENCY RESOLUTION NO. _____

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY
OF WOODLAND
IN OPPOSITION TO THE ADMINISTRATION'S PROPOSAL TO ABOLISH
REDEVELOPMENT AGENCIES IN CALIFORNIA**

WHEREAS, as part of its 2011-12 budget proposal, the Governor has proposed permanently abolishing California's more than 400 local redevelopment agencies; and

WHEREAS, this proposal represents more of the same misguided and illegal State budget raids of local government funds that voters have repeatedly sought to end, most recently in November 2010 when an overwhelming 61% of voters elected to stop State raids of local government funds, including redevelopment funds; and

WHEREAS, this proposal will bring very little financial benefit to the State. According to the State Controller's Office, redevelopment agencies have more than \$87 billion in bond and other contractual obligations that legally must be repaid before revenues are available to any other purpose. In fact, according to the State Department of Finance's own budget documents, there will be zero State savings in out years from shutting down redevelopment; and

WHEREAS, this proposal will destroy local economic development, including hundreds of thousands of jobs and billions of dollars in local economic activity throughout California.

WHEREAS, In Woodland specifically there have been important contributions from redevelopment including the construction of the first Class A Office Building in Woodland and restoration of a National Register Historic landmark, Hotel Woodland into a into a mixed use project in the heart of our historic downtown. A blighted and unsafe mobile home park has been reconstructed to house 156 low income families. Overall approximately 3,900 jobs have been created through the efforts of redevelopment staff. These projects though using only a small amount of redevelopment funds (\$4,600,300) have leveraged over in \$270 million in outside investment funds for thirteen commercial projects and 634 units of affordable housing.

WHEREAS, throughout California, redevelopment activities support 304,000 jobs annually, including 170,600 construction jobs, contribute over \$40 billion annually to California's economy in the generation of goods and services, and generate more than \$2 billion in state and local taxes in a typical year; and

WHEREAS, eliminating redevelopment will take away one of the few tools local governments have to comply with state requirements to plan for more compact urban development supported by transit-oriented development, housing, jobs and infrastructure; and

WHEREAS, eliminating redevelopment will destroy the development of affordable housing in California. Redevelopment agencies are the second largest funder of affordable housing, behind only the federal government, responsible for over 98,000 units of affordable housing since 1993; and

WHEREAS, shutting down redevelopment agencies is a violation of multiple State and Federal constitutional provisions.

THEREFORE, BE IT RESOLVED that Woodland Redevelopment Agency formally opposes the Administration's proposal to abolish redevelopment in California.

THEREFORE, BE IT FURTHER RESOLVED, that the Woodland Redevelopment Agency authorizes its board and agency staff to communicate its opposition to this proposal to the Governor, the Legislature, business groups, and citizens.

PASSED AND ADOPTED this 15th day of February 15, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Artemio Pimentel, Chair

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, Secretary

Andrew J. Morris, Agency Attorney

CITY COUNCIL RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN
OPPOSITION TO THE ADMINISTRATION'S PROPOSAL TO ABOLISH
REDEVELOPMENT AGENCIES IN CALIFORNIA**

WHEREAS, as part of its 2011-12 budget proposal, the Governor has proposed permanently abolishing California's more than 400 local redevelopment agencies; and

WHEREAS, this proposal represents more of the same misguided and illegal State budget raids of local government funds that voters have repeatedly sought to end, most recently in November 2010 when an overwhelming 61% of voters elected to stop State raids of local government funds, including redevelopment funds; and

WHEREAS, this proposal will bring very little financial benefit to the State. According to the State Controller's Office, redevelopment agencies have more than \$87 billion in bond and other contractual obligations that legally must be repaid before revenues are available to any other purpose. In fact, according to the State Department of Finance's own budget documents, there will be zero State savings in out years from shutting down redevelopment; and

WHEREAS, this proposal will destroy local economic development, including hundreds of thousands of jobs and billions of dollars in local economic activity throughout California.

WHEREAS, In Woodland specifically there have been important contributions from redevelopment including the construction of the first Class A Office Building in Woodland and restoration of a National Register Historic landmark, Hotel Woodland into a mixed use project in the heart of our historic downtown. A blighted and unsafe mobile home park has been reconstructed to house 156 low income families. Overall approximately 3,900 jobs have been created through the efforts of redevelopment staff. These projects though using only a small amount of redevelopment funds (\$4,600,300) have leveraged over in \$270 million in outside investment funds for thirteen commercial projects and 634 units of affordable housing.

WHEREAS, throughout California, redevelopment activities support 304,000 jobs annually, including 170,600 construction jobs, contribute over \$40 billion annually to California's economy in the generation of goods and services, and generate more than \$2 billion in state and local taxes in a typical year; and

WHEREAS, eliminating redevelopment will take away one of the few tools local governments have to comply with state requirements to plan for more compact urban development supported by transit-oriented development, housing, jobs and infrastructure; and

WHEREAS, eliminating redevelopment will destroy the development of affordable housing in California. Redevelopment agencies are the second largest funder of affordable housing, behind only the federal government, responsible for over 98,000 units of affordable housing since 1993; and

WHEREAS, shutting down redevelopment agencies is a violation of multiple State and Federal constitutional provisions.

THEREFORE, BE IT RESOLVED that City of Woodland formally opposes the Administration's proposal to abolish redevelopment in California.

THEREFORE, BE IT FURTHER RESOLVED, that the City of Woodland authorizes its council and city staff to communicate its opposition to this proposal to the Governor, the Legislature, business groups, and citizens.

PASSED AND ADOPTED by the City Council this 15th day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

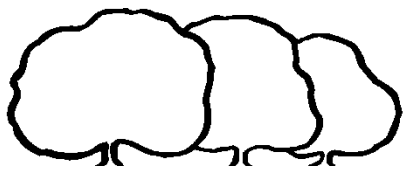
Artemio Pimentel, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Andrew J. Morris, City Attorney



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: February 15, 2011

SUBJECT: Amending Section 14-6-9 (B) Parking of Peddlers and Vendors of the
City of Woodland Municipal Code

Report in Brief

The Community Development Department reviewed the current mobile vendor ordinance, surveyed local vendors, and researched vendor ordinances in thirteen other cities in California to determine what changes could be considered in a new ordinance for the City of Woodland. This process was initiated after receiving a number of complaints about the vendors. Because the current ordinance lacks clearly defined standards for mobile food vendors, staff communicated with interested parties throughout the process, including mobile vendors, business owners, and residents. As a result of the review process, amendments to the ordinance have been developed for the Council's consideration. The purpose of the revisions is to implement a permit process that will safeguard the general public's health and safety and provide clear standards of practice for enforcement.

Staff recommends that the City Council introduce, waive first reading and read by title only Ordinance No. _____, amending Section 14-6-9 (B) of the Woodland Municipal Code to implement changes to the permitting process and other standards to facilitate improved enforcement for mobile vendors as described herein.

Background

In response to Council and community concerns, Community Development staff has reviewed the current mobile vendor ordinance and researched vendor ordinances in thirteen other cities in California to determine what changes could be considered in a new ordinance for the City of Woodland. This process was initiated after receiving a number of complaints about the vendors that included a lack of parking, running water, and restroom facilities; multiple vendors located on the same site; excessive hours of operation; non-conforming signage; and the use of permanent furniture and shade structures. There are currently eleven mobile vending trucks which operate within the City of Woodland.

On December 7, 2004 the City Council adopted Ordinance No. 1410 which addressed the standards for Vendors, Peddlers and Solicitors. Under this ordinance Mobile Vendors on private property were

required to stay mobile, they could not be located on vacant lots, and were required to be parked on an improved surface.

On February 15, 2005 Ordinance No. 1410 was reviewed by the City Council in response to the concerns of the mobile vendors. On March 15, 2005 the City Council approved amendments that removed the standards stated above. The ordinance approved in December of 2004 was too restrictive and basically would have prohibited all semi-permanent mobile vending in Woodland. The mobile vendor business owners reacted strongly to this ordinance and were successful at having it overturned.

These actions resulted in the current ordinance which staff believes is not an effective enforcement as it lacks clear standards for the operation of the mobile vendors. The proposed ordinance described herein is responding to community concerns that mobile vendors need to be appropriately regulated yet also recognize that the vendors serve an important role as a viable emerging business.

The City of Woodland's current ordinance regulating mobile vendors located on private property reads as follows:

14-6-9 Parking of Peddlers or Vendors

A) No person shall stand or park any vehicle, wagon or pushcart from which goods, wares, merchandise, materials, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating cart on private property, except in compliance with the following standards:

- 1) A valid City Business License shall be obtained.
- 2) A valid County Health permit shall be obtained, if applicable.
- 3) Written permission of the property owner shall be provided.
- 4) Mobile vendors may be parked in conjunction with a permitted temporary outdoor use permit or special event (see code section 25-13-30).
- 5) Must meet all City, County, State and Federal Requirements that may apply.

Prior to issuing a Business License for a mobile vendor the operator must obtain a Health Department permit. Below are the main criteria the Yolo County Health Department uses in their approval process:

1. All mobile food facilities must report to a commissary once a day for servicing and cleaning. Exceptions to this are operations supported by a mobile support unit or that operate adjacent to an approved facility. Operators rarely chose these options. (There is only one facility in Woodland that has an adjacent commissary). Dumping of waste water tanks, filling of potable water tanks, storage of food, preparation of food, etc. must take place at the commissary. Mobile food facility must also be stored in an approved location when not in use. (Sec 113751, 114295, 114326)

2. A mobile food facility must be mobile. The definition in Webster's is "capable of moving or being moved".
3. Mobile food facilities must operate within 200 feet of approved and readily available toilet and hand washing facilities, with warm water, whenever a facility is stopped to conduct business for more than 1 hour (sec 114315). When conducting food business if the toilet/ hand washing facilities become unavailable, the mobile food facility is in violation.
4. The doors and unscreened windows of mobile food facilities must be kept closed to prevent the entrance of animals, birds, and vermin, including, but not limited to, rodents, flies, and insects. (sec 114259)
5. Then Health permit must be posted in a conspicuous place in the mobile food facility (sec 114381(e)). Mobile food facilities also must have a permit sticker, on the back side of the unit, indicating when their permit expires.
6. Since most mobile food facilities rely on engine power, once the engine is stopped, a generator is needed or safe electrical outlet nearby is needed to run refrigeration, fans, and lighting.

Due to growing concerns over semi permanent mobile food vendors, the control of the use and site characteristics should be reconsidered and implemented into ordinance to further enhance the character and attractiveness of the community. By creating characteristics specific for mobile food vendors the City can take a proactive approach in handling this use in a consistent manner reflective of the Council's direction.

Discussion

As with many types of business operations, the issue of compatibility of established business and semi-permanent business uses has become a source of complaints associated with mobile food vendors operating on nearby commercial sites within the City. A typical concern of established business owners is regarding the "unfair" competition of the mobile food vendors, which are allowed to operate and are not subject to the same expenses that a fixed establishment incurs in providing food service. The Community Development Department has received complaints pertaining to the vendors that include a lack of parking, running water, and restroom facilities; litter and debris; multi-vendors located on the same site; excessive hours of operation; non-conforming signage; and the use of permanent furniture and shade structures. Due to the lack of regulations, the Community Development Department is unable to effectively resolve complaints arising from this type of use.

Currently, mobile food vendors have been permitted in commercial zones subject to an Administrative Review by the City, a Business License, written approval of the property owner, and approval by the County Health Department. There are no standards, definitions, or restrictions listed in the municipal code on how food vendors are allowed to operate.

As staff reviewed the survey results, it became clear that many other cities in California are dealing with the same issues in attempting to regulate mobile vendors. The key areas associated with improved

regulation are listed below with explanation (*in italics*) to clarify the rational for inclusion in the proposed ordinance language:

- 1) Those [mobile vendors] existing as of the effective date of the ordinance shall have twelve (12) months after the effective date to comply with the provisions of the ordinance.
 - a) *This provision was added to provide the vendors time to comply with the ordinance and also, if they needed to relocate, time to end their current lease.*
- 2) Mobile vendor vehicle shall be parked only on paved surfaces, such as concrete or asphalt.
 - a) *This section was added to ensure compliance with current City ordinance and state law on storm water quality management.*
- 3) Only one Mobile Vendor may locate on a property.
 - a) *This keeps vending trucks from clustering at one location with the resulting difficulty of site control and having to develop complex enforcement standards for various numbers of vehicles.*
- 4) No free standing signs or banners; no tables, chairs, fences or other site furniture. All temporary shade structures shall be removed each night at closing.
 - a) *The intent is to limit the vending trucks from operating as restaurants without meeting the same requirements which all traditional restaurants are required to meet.*
- 5) The number of vendor business licenses issued to the total number of vendor business licenses outstanding for vendors as of the effective date of the ordinance. This section details the processes for revoked, expired or transferred licenses. There are currently eleven (11) mobile vendors legally operating in the city.
 - a) *The intent is to cap the number of vending vehicle licenses issued to a maximum of the current mobile vendors operating legally within the City as of the effective date of the ordinance. This section is the only part of the ordinance that is effective immediately; all other sections become effective in twelve (12) months.*
- 6) The hours of operation are established between 8:00 am to 10:00 pm any day of the week.
 - a) *The hours of operation is based on the survey conducted on current vendors in the city and is outside the time of operation as expressed by the vendors. This time also falls within the hours of the noise ordinance.*
- 7) Restrict the operation of vendors to 300 feet from school property, unless permitted in writing from the School District. Restrict the operation outside of City parks; forty feet from an intersection; twenty feet from a driveway; where expressly not allowed by zoning; and restricting the sale of alcohol.

a) These limits on operation are clear and unambiguous and based upon safety, traffic, and performance standards. The distance limit for schools reflects the concerns of the School District.

8) Provides for a vendor permit, in addition to the business license, to check for liability insurance, vehicle registration, health permit, etc.

a) To help city staff to monitor the amount of vending vehicles within the city and ensure compliance with all requirements.

There are other types of mobile vending operations that need to be addressed in ordinance and differ substantially from the discussion of the semi-permanent mobile vendor. These types still require a business license and are engaged in business practices that are temporary in nature.

1) Vendors engaged in vending conducted in connection with the operations of a certified farmers market, or an authorized street fair or event under a special event permit, or other entitlements issued by the City of Woodland.

a) The regulation of vendors specifically part of an event or entitlement would be governed by the event permit or contract with the City

2) Vendors that park less than 30 minutes daily at sites or less than 14 days in one calendar year at one of more locations within the city.

a) Other than number 7 above, all vendors that remain mobile and park for short periods of time within the time limits need only comply with the current language of the ordinance.

Finally, there were a number of key issues that were raised, during the public meeting held on January 26 that the vendors strongly felt would negatively impact their business. The most important item was the restriction on the use of tables and chairs (see #4 above). The vendors, as a group, stated that having at least one table with chairs was critical to their business and meeting their customer's needs. They had no issues about putting all furniture away in the evening and understood the need to keep a clean and neat site.

In response to the vendors' concerns, staff has listed the inclusion of one table and a set of six chairs as an alternative the City Council may wish to consider. This variation will be listed as Alternative No. 2 under the section **Alternative Courses of Action**.

The second most important issue expressed by the Vendors was the proposed requirement to have the mobile vehicle and parking area located on an impervious surface. There are a few of the vendors that are currently situated on gravel lots that will need to either have asphalt or concrete added to the surface. There were many questions about the size of the area that would be needed to be paved. The Code Enforcement Officer will visit each site and work with the individual vendors to define the area that need to be paved. Staff does not believe that this item needs to be modified.

Fiscal Impact

There is no fiscal impact associated with implementation of the proposed ordinance. While the proposed ordinance will improve the efficiency of mobile vendor enforcement, it is important to note that such activity will still be affected by the current allocation of resources to Code Enforcement.

Public Contact

Posting of the City Council Agenda and public notice in both English and Spanish in the Daily Democrat (once for the January 26 public meeting and again for the Council meeting).

In preparation for the needed changes to the ordinance, a survey was conducted with the vendors by staff to obtain basic information about their business practices, operational needs and other issues (see attached survey). Based on the surveys and sub committee meetings, staff notified mobile food vendors in English and Spanish with an outline (see attached) of the main issues being considered for the ordinance and to encourage their input and/or attendance about a proposed ordinance, inviting the vendors to the study session held at the community center. Staff visited with each vendor at their sites to personally give them the information and encouraging them to come to the informational meeting.

On Wednesday January 26 at 6:00 pm the Community Development Department held a public meeting on the proposed changes to the Mobile Vendor Ordinance. The meeting was well attended by nine mobile vendor owners, the Daily Democrat, Channel 13 news, and one interested citizen. A representative of the Yolo County Health Department was present to answer any questions on their processes.

CDD staff presented and explained each section of the proposed amendments to the current vendor ordinance. The entire meeting was in Spanish with Evis Morales (CDD Management Analyst) presenting the information. The meeting was very collaborative with the vendor owners asking many questions.

Alternative Courses of Action

1. Introduce, waive first reading and read by title only Ordinance No. _____, amending Section 14-6-9 (B) of the Woodland Municipal Code to implement changes to the permitting process and other standards to facilitate improved enforcement for mobile vendors as described herein.
2. Introduce, waive first reading and read by title only Ordinance No. _____, amending Section 14-6-9 (B) of the Woodland Municipal Code to implement changes to the permitting process and other standards to facilitate improved enforcement for mobile vendors as described herein with the exception of the section prohibiting the use of tables and chairs; allow the use of one table and a set of six chairs.

3. Cease further consideration of the proposed ordinance.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Paul Siegel
Deputy Director
Community Development

Mark G. Deven
City Manager

Attachments: Vendor Ordinance Survey of 13 cities
Local Vendor Survey Results
Current list of Mobile Vendors
Outline of Proposed Additional Language (in English and Spanish)
Meeting Minutes from Community Meeting
Comments Received During the Public Process (email)
Draft Ordinance

Attachment #1
Vendor Ordinance Survey of 13 Cities

Vendor Ordinance Survey Results Summary

<u>Restricted hours of operation</u>	92%
<u>Required trash receptacle & removal</u>	85%
<u>Vendor Permits Required (In addition to business license and health permit)</u>	85%
<u>*Time limits on public right of way</u>	77%
<u>Restricted from schools</u>	69%
<u>Vending restricted by zoning</u>	69%
<u>*Restricted from parks</u>	62%
<u>Distances from Intersections and Driveways</u>	62%
<u>*Allowed on vacant lots</u>	54%
<u>Background checks required</u>	46%
<u>Proof of Vehicle Insurance and Current Registration</u>	46%
<u>*Allowed to set up at a permanent location</u>	46%
<u>Distances from other Vendors</u>	38%
<u>Parking surface restrictions</u>	38%
<u>Prohibited furnishings</u>	38%
<u>Site Plan Submittal</u>	31%
<u>*Allowed in existing parking spaces</u>	15%
<u>Restricted from religious institutions</u>	15%
<u>Jurisdictions which limited the amount of licenses issued to vendors</u>	8%

*City of Woodland either currently restricts or allows this activity

Attachment #1

Vendor Ordinance Survey of 13 California Jurisdictions

<u>Name of City or County</u>	<u>Permits & Licensing Required?</u>	<u>Limit amount of licenses?</u>	<u>Restricted locations by zoning?</u>
City of Salinas	Bus. Lic., Vendor permit, health permit & ID card for each cart/truck/person	Yes - Capped at # issued Nov. 2005	Yes
City of Rancho Palos Verdes	Bus. Lic., Peddler permit, health permit	No	No
Tulare County	Bus. Lic. And Health Permit	No	No
City of Simi Valley	Solicitation permit, Business license, Health permit	No	No
City of Turlock	Vendor Permit, health permit, business license	No	Yes
City of Escalon	Vendor Permit, health permit, business license	No	Yes
City of Lemoore	Business license and health permit	No	Yes
City of Vista	Vendor Permit, Operators permit and health permit	No	Yes
City of Patterson	Vendor Permit, Health Permit, Site plan, Business License, Insurance, ID	No	No
City of Lodi	Vendor Permit, Business Lic., Health permit,	No	Yes
City of Los Banos	Vendor Permit, Business Lic., Health permit,	No	Yes
City of Sacramento	Vendor Permit, Business Lic., Health permit, Driver permit,	No	Yes
City of Stockton	Vendor permit, business lic, health permit	No	Yes

Attachment #1

Vendor Ordinance Survey of 13 California Jurisdictions

<u>Restricted hours of operation?</u>	<u>Allowed to set up at a permanent location?</u>	<u>Allowed on vacant lots?</u>
Yes - either 3am-6pm or 3pm-3am (6am-8pm fruit vendors)	Yes with zoning and operating time limitations	Yes (but must be 200' from restroom)
Yes - 7am - 8pm	No- 10 Min. max must move 500' cant return 24 hours	Yes (but must be 200' from restroom)
Yes - 5a.m.-9p.m.	Yes	Yes (but must be 200' from restroom)
Yes - 7:00a.m.-9p.m.	No- 10 Min. max must move 500' cant return 24 hours	Yes (but must be 200' from restroom)
No	Yes - With written permission and zoning compliance	Yes (but must be 200' from restroom)
Yes - Res.zone 7-8pm, Com. 6am-12am, Indus 23hrs a day	Yes - With written permission and zoning compliance	No - Must not be primary use of a parcel
Yes - 7am - 10pm	Yes - Semi-Permanent	No - Must be a developed site
Yes - 7:00a.m.-6p.m.	No - Private property limited to 30min or less in 4hr window	Yes (but must be 200' from restroom)
Yes - Sun-Thur 8am-12am, Fri-Sat 8am-1am	Yes - With written permission and zoning compliance	No- Site must be developed to standard
Yes - 7am - 8pm (residential) 6am-12am (com) 23hrs a day(ind)	No	No - Must not be primary use of a parcel
Yes - 9am-7pm (residential), 8am-9pm(com), 18hrs a day (indus)	No	No- Site must be developed to standard
Yes-5am-8pm (pub RW), 5am-8pm (Comm)	No	No - Must not be primary use of a parcel
Yes - 7am-8pm (res), 6am-12am (com), 23hrs a day (ind)	No	Yes (but must be 200' from restroom)

Attachment #1

Vendor Ordinance Survey of 13 California Jurisdictions

<u>Restricted parking surface?</u>	<u>Allowed to take up existing parking spaces?</u>	<u>Restricted from parks?</u>	<u>Restrictions from schools?</u>
No	N/A	Yes - Prohibited	Yes - 300' from any school
No	N/A	Yes - Prohibited	Yes - 200' from any school
No	N/A	No	No
No	N/A	No	Yes - 1/4 mile from schools (8a.m.-4p.m.)
No	N/A	Yes - 1000' from any park	Yes - 1000' from any school
Yes - Must be on Pavement	No - Site plan required to verify required parking spaces.	Yes - 300 '	Yes - 300' from any school
No	No - Site plan required to verify required parking spaces.	No	No
No	N/A	Yes - 500' from any park	Yes -500' from any school
Yes - Must be on an improved surface	Yes	No	No
Yes - Must be on an improved surface	No - Site plan required to verify required parking spaces.	Yes - 300'	Yes - 300' from any school
Yes - pavement	No - Site plan required to verify required parking spaces.	Yes - 300'	Yes - 300' from any school
Yes - Must be on an improved surface	No - Site plan required to verify required parking spaces.	No	No
No	Yes	Yes- 300'	Yes- 300' from any school

Attachment #1

Vendor Ordinance Survey of 13 California Jurisdictions

<u>Restrictions from religious institutions?</u>	<u>Restricted furnishings (tables, canopys, etc)?</u>	<u>Require trash recepticles?</u>	<u>Time limits on Public Right of way?</u>
Yes- 300'	Yes- on public right of way	Yes- and must remove all litter	15 Minutes
No	No	Yes- and must remove all litter	Prohibited
No	No	No	No
No	No	Yes- and must remove all litter	Prohibited
No	No	Yes- and must remove all litter	No
No	No	Yes- and must remove all litter	10 minutes - residential zone
No	No - But must be removed nightly	Yes- and must remove all litter	20 minutes
No	No	Yes- and must remove all litter	No
No	No	Yes- and must remove all litter	15 minutes
No	Yes	Yes- and must remove all litter	10 minutes
Yes- 300'	Yes	Yes- and must remove all litter	10 minutes
No	Yes	No	30 minutes
No	Yes	Yes- and must remove all litter	30 Minutes

Attachment #1

Vendor Ordinance Survey of 13 California Jurisdictions

Other Restrictions

20' from any driveway, 40' from intersections, 300' from other vendors, insurance, noise, advertising
10' from their truck or cart, Noise, Threats, Captive audiences
License and Registration Numbers for vehicle(s), Description of geographic location of business
No street parking of vendor vehicle 8pm-7am, Noise, captive audience, insurance, Grandfathered vendors
50' from intersection, insurance, background investigation, \$1,000 bond,
Background check, insurance, registration, employee list, photos of vehicle, signage plan, site plan, picture ID's, 100' from int.
1000' from any other vendor,
Insurance, Noise, 100' from intersection, 300' from nearest vendor, 300' from any residential business selling alcohol.
15' from any fire hydrant, bus stop, loading zone, driveway, police station, hospital or ambulance station
Background check, Proof of commissary for 12 mths, Site plan, 100' from intersection, 400' from other vendors
Background check, Site plan, property owner permission
Background check, Permit decal, Liability insurance, driver permit, 400' from other vendors, 100' from intersection
Background check, Sound permit, 100' from intersection

Attachment #2

Local Vendor Survey Results

Local Mobile Vendor Survey Results

Current number of Mobile Vending Trucks = 12

Commissaries:

(4) 451 Third Street – El Sombrero	(1) 1848 E. Gibson Rd. – Iguana’s
(3) 1231 E. Main Street – El Jaliscience	(1) 737 East Street – Las Islitas
(1) 1250 Churchill Downs Ave #D	(1) 667 Main Street – Ludy’s
(1) 437 First Street	

Hours of Operation:

<u>Start Times</u>	<u>Ending Times</u>
(1) 8 am	(1) 1 pm (2) 9 pm
(1) 9 am	(1) 4 pm (1) 10 pm
(5) 10 am	(1) 5 pm
(1) 11 am	(1) 6 pm
(3) 12 pm	(3) 7 pm
(1) 1 pm	(2) 8 pm

Parking Surfaces: (7) Asphalt, (4) Dirt, (1) Concrete

Within 200’ from Restroom: (5) Yes, (7) No

Taking up existing parking spaces: (3) Yes, (9) No

Adjacent to residential area: (4) Yes, (8) No

How often do the Mobile Vendors return to their commissary? (9) Daily, (3) 3-4 times a week
(Note: these are voluntary answers and I know these trucks do not report to their commissaries this often)

Do they have tables and canopies: (6) Yes, (6) No

Utility Connections: (6) Extension Cords, (6) Generators

Are they owned by a local restaurant: (5) Yes, (7) No

Attachment #2

Survey of Local Mobile Vendors

<u>Name of Business/Truck</u>	<u>Location of truck</u>	<u>Location of commissary</u>	<u>Hours of operation</u>	<u>Parking surface?</u>
Tacos LaPiedad	1085 East Street	451 Third Street - El Sombrero	12-5p.m.	Concrete
Churros Union De Tula (trailer)	609 East Street	1231 E. Main St. - El Jalisciense	8a.m.-9p.m.	Asphalt
Tacos El Pollo	Armfield & A St	451 Third Street - El Sombrero	10a.m.-9p.m.	Dirt
Tono's (Trailer)	1116 Gum Ave	451 Third Street - El Sombrero	11a.m.-7p.m.	Asphalt
Tacos El Paisano	1460 E. Main Street	1250 Churchill Downs Ave #D	12p.m.-10p.m.	Asphalt
Frank T's BBQ (Closed)	E.Main St - Home Depot	N/A	N/A	Concrete
Tacos El Jalisciense	345 W. Main St.	1231 E. Main St. - El Jalisciense	10a.m.-6p.m.	Asphalt
Mariscos Los Reyes	220 W. Main St.	437 First Street	12p.m.- 8 p.m.	Dirt
Taco's El Jalapeño	E. Main St. - Walmart	451 Third Street - El Sombrero	1:30p.m.-4p.m.	Asphalt
Iguana's Authentic Mex. Grill	East St. - Bill Lowe's Tire Shop	1848 E. Gibson Rd - Iguana's	10:30- 7 p.m.	Pavement
Sarge's Dogs	1229 E. Kentucky	667 Main Street - Ludy's	9 a.m. -1 p.m.	Asphalt
Tacos Jalisco	Vacant lot - W.Lincoln/California	1231 E. Main St. - El Jalisciense	10 a.m.- 8:00 p.m.	Dirt
Las Islitas	Vacant lot - Court/Sixth St	737 East Street	10 a.m.- 7 p.m.	Dirt

Attachment #2

Survey of Local Mobile Vendors

<u>200' from restroom?</u>	<u>Taking up parking spaces?</u>	<u>Adj. to residential area?</u>	<u>Returns to commissary?</u>	<u>Tables and canopies?</u>
Possibly - Auto shop (adj)	No	Yes	Nightly	No
Yes	No	No	Nightly	Table
No	No	Yes	3-4 times a week	Table
Yes	No	Yes	Nightly	Tables and Canopy (permanent)
Yes	Yes	No	Nightly	No
Yes	No	No	N/A	No
No	Yes	No	Nightly	Table
Yes	No	No	3-4 times a week	Tables and Canopy
No	Yes	No	Nightly	No
No	No	No	Daily - Service Vehicle	No
Yes	No	No	3-4 times a week	No
No	No	Yes	Nightly	Table
No	No	No	Daily	No

Attachment #2

Survey of Local Mobile Vendors

Utility connections?

Owned by a local restaurant?

Extension Cord from out building	Yes - El Sombrero
Generator/Waterhose	No
Extension Cord	No (out of town restaurant)
Electrical line and hose line	No
Extension cord	Yes - Iguana's
Electrical line and hose line	No
Generator	Yes- El Jalisciense
Generator	No (out of town restaurant)
Generator	Yes- El Sombrero
Extension Cord	No
No	No
Extension Cord - From Jays Lube	No
Generator	Yes - Ostioneria y Mariscos

Attachment #3
Current List of Mobile Vendors

Name of Business/Truck	Location of truck	Location of commissary
Tacos LaPiedad	1085 East Street	451 Third Street - El Sombrero
Churros Union De Tula (trailer)	609 East Street	1231 E. Main St. - El Jalisciense
Tacos El Pollo	Tafoya Scale House East St	451 Third Street - El Sombrero
Tacos El Paisano	1460 E. Main Street	1250 Churchill Downs Ave #D
Tacos El Jalisciense	345 W. Main St.	1231 E. Main St. - El Jalisciense
Mariscos Los Reyes	220 W. Main St.	437 First Street
Tacos Jalisco	Vacant lot - W.Lincoln/California	1231 E. Main St. - El Jalisciense
Tamale y Pupusa Mi Lupita	1225 E. Main Street - NEW	
Tacos El Talapeño	East Street (Bill Lowes& Sons) - NEW	
Mariscos Los Reyes	East Street (Bill Lowes& Sons) - NEW	
Vending Cart (name unknown)	College Street (In & Out Market) - NEW	

Attachment #4A

Mobile Vendor Summary of Proposed Ordinance Changes

CURRENT REGULATIONS FOR VENDORS ON PRIVATE PROPERTY

14-6-9 Parking of Peddlers or Vendors

A) No person shall stand or park any vehicle, wagon or pushcart from which goods, wares, merchandise, materials, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating cart on private property, except in compliance with the following standards:

- 1) A valid City Business License shall be obtained.
- 2) A valid County Health permit shall be obtained, if applicable.
- 3) Written permission of the property owner shall be provided.
- 4) Mobile vendors may be parked in conjunction with a permitted temporary outdoor use permit or special event (see code section 25-13-30).
- 5) Must meet all City, County, State and Federal Requirements that may apply.

PROPOSED ADDITIONAL LANGUAGE FOR CONSIDERATION

Applicability: The provisions of this Section shall be applicable to all mobile food vehicles and vendors described herein whether the mobile food vending activities were established before or after the effective date of the ordinance enacting this Section. Those existing as of the effective date of this ordinance shall have **twelve (12) months** after the effective date to comply with the provisions of this Section.

Private Property

- A. It is unlawful for any person to operate a vending vehicle on private property if any of the following conditions apply:
- a. The vending vehicle is stopped, standing or parked on any surface that is not paved with concrete, asphalt or other impervious surface;
 - b. Another vending vehicle is already operating on the property.

The intent of the proposed language being considered is as follows:

1. *The tracking of dirt, mud or sediment onto the public right of way is considered a “PROHIBITED DISCHARGE” under section 23D-7-10 – STORM WATER QUALITY MANAGEMENT and under the “PORTER – COLOGNE WATER QUALITY CONTROL ACT”. The City currently restricts residents and commercial businesses from parking on an unimproved surface but do not restrict the vending trucks and their clients from parking on dirt surfaces often tracking mud and sediment onto the public right of way in violation of the code section mentioned above.*
2. *Keeps the Vending Trucks from clustering at one location.*

Attachment #4A

Mobile Vendor Summary of Proposed Ordinance Changes

Signs, Tables and Shade Structures

B. CONDITION/APPEARANCE OF SITE:

- a. The site shall be maintained in a safe and clean manner at all times.
- b. No free standing or banner signs shall be permitted.
- c. No tables, chairs, fences or other site furniture shall be permitted.
- d. All temporary **shade structures** must be removed nightly.

The intent of this language is to limit the Vending Trucks from operating as a full restaurant without meeting the same requirements which all the brick and mortar restaurants are required to meet.

Limits of Licenses

- C. The total number of vendor business licenses issued pursuant to this article shall be limited to the total number of vendor business licenses issued and outstanding for vendors as of (04/01/2011), and no vendor business licenses beyond that limit shall be issued and, except as otherwise provided in this section, no such vendor business licenses shall be issued to any person other than that person to whom a vendor business license was issued as of that date.

In the event a vendor business license issued is either revoked or is allowed by its holder to expire, such vendor business license shall immediately become null and void and shall be forfeited and may not be renewed by such person. Such vendor business license, however, shall be made available to **the next person on the waiting list maintained by the Community Development department provided they meet all** applicable provisions of this article and of the City Code.

- D. In the event the holder of any vendor business license issued for any activity conducted from a catering vehicle or from a non-motorized pushcart, sells such catering vehicle or non-motorized pushcart to a bona fide purchaser for value, such bona fide purchaser for value may continue to operate such catering vehicle or non-motorized pushcart within the city provided such purchaser first complies with all of the provisions and requirements of this article, including having applied for and obtained all the required licenses and permits and having complied with all other applicable provisions of this article, and no such purchaser may conduct business within the city out of or from such catering vehicle or non-motorized pushcart unless such person has first obtained all the licenses and permits required under this article. Within five business days of any such sale or transfer, the seller of such catering vehicle or non-motorized pushcart shall notify the city of such sale and shall provide any proof of such sale as may be required by the city.

The intent of this language is to cap the amount of vending licenses issued to a maximum of the current amount which are already established and operating legally according to code.

Attachment #4A

Mobile Vendor Summary of Proposed Ordinance Changes

Hours of Business

- E. It shall be unlawful for any peddler to peddle, hawk, or vend any food, produce or wares away from an established place of business between the hours of 10:00 p.m. of any day and 8:00 a.m. of the following day.

The intent of this language limiting the hours of operation is based on the survey conducted of current vendors in which no current business opens prior to 8:00 a.m. and no later than 10:00 p.m., this also falls within the hours of the noise ordinance and existing commercial restaurants.

Operating Restrictions

- F. No person may conduct business as a vendor and no person may park or operate any catering vehicle or non-motorized pushcart, or sell, display or permit or authorize the sale, display or dispersal of any food, beverage or other product of item of merchandise from any catering vehicle or non-motorized pushcart within (300') three hundred feet of any elementary, middle or high school, whether public or private. The (300') three hundred-foot distance shall be measured from the school property line closest to the vendor, catering vehicle or non-motorized pushcart, unless permitted in writing by such institution.
- G. No person may conduct business as a vendor and no person may park or operate any catering vehicle or non-motorized pushcart or sell, display or permit or authorize the sale, display or dispersal of any food, beverage or other product or item of merchandise from any catering truck or non-motorized pushcart within any city park or other recreation facility, unless permittee in writing in conjunction with a special event.
- H. No owner or operator of a catering vehicle may park or operate any catering vehicle or sell, display, permit or authorize the sale, display or dispersal of any food, beverage or other product or item of merchandise from any catering vehicle within (40') forty feet of any intersection.
- I. No owner or operator of a catering vehicle may park or operate any catering vehicle or sell, display, permit or authorize the sale, display or dispersal of any food, beverage or other product or item of merchandise from any catering vehicle within (20') twenty feet of any driveway.
- J. No owner or operator of a catering vehicle may park or operate any catering vehicle or sell, display, permit or authorize the sale, display or dispersal of any food, beverage or other product or item of merchandise from any catering vehicle within a zone of the city, in which vending is not permitted.

Attachment #4A

Mobile Vendor Summary of Proposed Ordinance Changes

- K. No owner or operator of a catering vehicle may sell alcoholic beverages from their vehicle.

The intent of the above language is as follows:

F) Pushcart vendors currently accumulate around school grounds and obstruct sidewalks. By restricting pushcart vendors to a 300' distance from schools allows students to exit school grounds safely and avoid push-cart vendors if desired.

G) Restricts vendors from park grounds unless in conjunction with a special event.

H) Avoids possible traffic visibility safety hazards at intersections.

I) Avoids possible traffic visibility safety hazards at driveway entrances and exists.

Vendor Vehicle Permit – In addition to a Business License

- L. It is unlawful for any person to operate a food vending vehicle unless a food vending vehicle permit issued pursuant to this chapter is in effect for that food vending vehicle.
- M. Every permittee, upon receipt of a food vending vehicle permit, shall maintain the permit with the vehicle for which it is issued; at all times the food vending vehicle is operated.
- N. Upon demand of a peace officer or city employee authorized to enforce, a person operating a food vending vehicle shall present the food vending vehicle permit that is in effect for that vehicle.
- O. All food vending vehicle permits are the property of the city and each shall authorize the operation of a single specific food vending vehicle. It is unlawful for any person to sell or transfer, or attempt to sell or transfer, any food vending vehicle permit.

Vehicle Permit Application

An application for a food vending vehicle permit shall be filed with the Community Development Department and shall contain the following:

- a. The individual and business name, address, and telephone number of the permit applicant;
- b. Written evidence that the applicant is an owner, lessee or holder of a similar interest in the food vending vehicle;
- c. The name and address of all legal and registered owner(s) of the food vending vehicle, and each person with a financial interest in the business

Attachment #4A

Mobile Vendor Summary of Proposed Ordinance Changes

that operates the food vending vehicle;

- d. A copy of a valid business license;
- e. The state vehicle license plate number and the vehicle identification number of the food vending vehicle;
- f. Proof of compliance with the insurance requirements set forth in section -- -- of this code.
- g. Proof that the vehicle is in compliance with applicable requirements of the state of California and Yolo County regarding the operation of a food vending vehicle;
- h. The address where the food vending vehicle is stored when not in use;
- i. For each person with a (10%) ten percent or greater financial interest in the business that operates the food vending vehicle, a list, signed under penalty of perjury, of each conviction of such person and whether such conviction was by verdict, plea of guilty, or plea of no contest. The list shall, for each conviction, set forth the date of arrest, the offense charged, and the offense of which the person was convicted. A person who acquires a (10%) ten percent or greater financial interest in the business that operates the food vending vehicle during the life of the permit issued pursuant to this chapter shall immediately so notify the Community Development Department and comply with this subsection.
- j. Such other information as may be required by the director to further the purpose of this chapter.
- k. Every application for a food vending vehicle permit shall be accompanied by a non-proratable, non-refundable application fee in an amount established by resolution of the City Council.
- l. It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required in an application for a food vending vehicle permit.

The intent of the above language is to issue a permit for the vending vehicle in addition to the business license. This will allow the city to monitor the amount of vending vehicles within the city and make sure they are compliant with all requirements listed above, such as liability insurance, registration, health permit, etc...

Attachment #4B

Mobile Vendor Summary of Proposed Ordinance Changes

REGULACIONES ACTUALES PARA VENDEDORES EN PROPIEDADES PRIVADAS

14-6-9 Estacionamiento para Vendedores Fijos y Vendedores Ambulantes

A) Ninguna persona estará de pie o estacionar un vehículo, carreta o carretilla de mano del cual los bienes, mercancías, materiales, frutas, verduras o productos alimenticios se venden, o que parecen estar solicitado u ofrecido a la venta o trueque o intercambio, o cualquier vagón de propiedad privada que venda almuerzo o comida en el carro, salvo en el cumplimiento de las siguientes normas:

- 1) Una Licencia de Negocio valida deberá de ser obtenida.
- 2) Un permiso valido del Departamento de Salud del Condado deberá de ser obtenido, si es aplicable.
- 3) Un permiso por escrito del dueño e la propiedad deberá de ser obtenido.
- 4) Los vendedores ambulantes se pueden estacionar en conjunto con un permiso temporal que les permite su uso en el exterior o en un evento especial (ver la sección del código 25-13-30).
- 5) Deberá de cumplir con todos los Requisitos de la Ciudad, Condado, Estado y Federal que sean aplicables.

PROPOSICION DEL LENGUAJE ADICIONAL PARA QUE SEA CONSIDERADO

Aplicación: Las disposiciones del presente artículo será aplicable a todos los vehículos y los vendedores de comida ambulante que se describe en este documento aun cuando las actividades del vendedor ambulante de alimentos se establecieron antes o después de la fecha de vigencia de la ordenanza de la promulgación de la presente sección. Los vendedores existentes, a partir de la fecha de vigencia de esta ordenanza tendrán **doce (12) meses** después de la fecha efectiva para cumplir con las disposiciones de la presente Sección.

Propiedad Privada

- A. Es ilegal para cualquier persona operar un vehículo de ventas en una propiedad privada si existe alguna de las siguientes condiciones:
- a. El vehículo de venta esta parado, estacionado en cualquier superficie que no está pavimentado con hormigón, asfalto u otra superficie impermeable;
 - b. Otro vehículo de venta esta operando en esa propiedad.

La intención del lenguaje propuesto a que sea considerado es el siguiente:

1. *El control de la suciedad, el barro o sedimentos en la vía pública se considera como “PROHIBIDO TIRAR” bajo la sección 23D-7-10 – MANEJO DE CALIDAD DEL AGUA DE LAS TORMENTAS y bajo “LEY DE CONTROL DE CALIDAD DEL AGUA DE PORTER –COLOGNE” (“PORTER –COLOGNE WATER QUALITY CONTROL ACT”). La ciudad actualmente restringe a los residentes y a los negocios comerciales de estacionarse en superficies inapropiadas pero no restringe a los vehículos de los vendedores ambulantes y sus clientes de estacionarse en las superficies de tierra por lo cual muy seguido se lleva el lodo y otros sedimentos a las vías publicas en violación de la sección de código antes mencionado.*
2. *Evitar que los vehículos de ventas se acumulen en una sola área.*

Attachment #4B

Mobile Vendor Summary of Proposed Ordinance Changes

B. CONDICION/APARIENCIA DEL LUGAR:

- a. El lugar deberá de mantenerse de una forma segura y limpia en todo momento.
- b. No se permitirán rótulos o letreros.
- c. No se permitirán mesas, sillas, cercas u otro tipo de muebles.
- d. Todas las **estructuras para sombra** deberán de quitarse todas las noches.

La intención de este lenguaje es para limitar la operación de Vehículos Ambulantes como restaurantes completos que no cumplen con todos los requisitos que se les piden a los restaurantes hechos de construcción de ladrillo u otro tipo de construcción fija.

Limites de las Licencias

- C. El número total de licencias comerciales de proveedores, realizada en virtud de este artículo se limitará al número total de negocios de proveedores de licencias emitidas y en circulación para los vendedores hasta el (01/04/2011), y no se emitirán licencias de negocios de proveedores más allá de ese límite y salvo disposición de lo contrario de esta sección, ningún certificado como proveedor de negocio se expedirá a ninguna persona que no sea esa persona a la que una licencia de negocio para proveedores fue emitida a partir de esa fecha.

En el caso de que una licencia de negocio de proveedores emitida sea revocada o que el titular permita que expire, dicha licencia de negocios de proveedores de inmediato pasa a ser nula y sin efecto y se perderá y no podrá ser renovada por esta persona. Esta licencia de negocios de proveedores, sin embargo, se pondrá a disposición a la siguiente persona en lista de espera gestionada por el departamento de Desarrollo de la Comunidad siempre que cumplan todas las disposiciones aplicables de este artículo y del Código de la Ciudad.

- D. En caso de que el titular de una licencia de negocios de proveedores emitida para cualquier actividad realizada desde un vehículo de cocina o de una carretilla de mano sin motor, vehículo de ventas, o carretilla de mano sin motor a un comprador de buena fe por un “x” valor, como comprador de buena fe el vehículo puede seguir funcionando como vehículo de cocina o de ventas, vehículo no motorizado dentro de la ciudad siempre y cuando el comprador cumpla con todas las disposiciones y requisitos de este artículo, incluidos los que hayan solicitado y obtenido con todas las licencias y permisos requeridos y haber cumplido con todas las demás disposiciones aplicables de este artículo, y no dicho comprador podrá llevar a cabo negocios en la ciudad de, o la restauración del vehículo tales o no carrito motorizado a menos que dicha persona ha obtenido todas las licencias y permisos requeridos en virtud del presente artículo. Dentro de los cinco días hábiles después de cualquier venta o transferencia, el vendedor del vehículo o carrito motorizado notificará a la ciudad de tal venta, y deberá presentar los comprobantes de venta requeridos por la ciudad.

La intención de este lenguaje es para limitar la cantidad de licencias de venta emitida a un máximo de la cantidad actual que ya están establecidas y que operan legalmente de acuerdo al código.

Attachment #4B
Mobile Vendor Summary of Proposed Ordinance Changes

Horario de los Negocios

- E. Será ilegal para cualquier vendedor hacer ventas, o vender cualquier alimento, o producir mercancías o estar lejos del lugar establecido de los negocios entre las horas de las 10:00 PM y las 8:00 AM del día siguiente.

La intención de este lenguaje es para limitar las horas de funcionamiento en base al estudio realizado de los vendedores actuales en los que ningún negocio actual se abre antes de las 8:00 de la mañana y se cierra más tarde de las 10:00 PM, esto también cae dentro del horario de la ordenanza del ruido existentes generales y para los restaurantes comerciales

Restricciones de Funcionamiento

- F. Ninguna persona podrá llevar a cabo negocios como un proveedor y ninguna persona puede estacionar o conducir cualquier vehículo de cocina o carretilla de mano sin motor, o vender, exponer o permitir o autorizar la venta, exhibición o la dispersión de cualquier comida, bebidas u otros productos de la mercancías de cualquier vehículo de cocina o carrito no motorizado en (300') trescientos pies de cualquier escuela primaria, secundaria o preparatoria pública o privada. Los (300') trescientos pies de distancia se medirán de lo más cercano desde la línea de propiedad de la escuela al vehículo o carrito no motorizado del proveedor, salvo que esté permitido por escrito por dicha institución.
- G. Ninguna persona podrá llevar a cabo negocios como un proveedor y ninguna persona puede estacionar o conducir cualquier vehículo de cocina o vehículo sin motor o vender, exponer o permitir o autorizar la venta, exhibición o la dispersión de cualquier alimento, bebida u otro producto o artículo de mercancía de cualquier vehículo de ventas dentro de cualquier parque de la ciudad o centro de otras actividades recreativas, salvo que tenga un permiso por escrito en relación con un evento especial.
- H. Ningún propietario u operador de un vehículo de ventas puede estacionar o conducir cualquier vehículo de ventas o vender, exhibir, permitir o autorizar la venta, exhibición o la dispersión de cualquier alimento, bebida u otro producto o artículo de mercancía de cualquier vehículo de ventas dentro de (40'), de cuarenta pies de cualquier intersección.
- I. Ningún propietario u operador de un vehículo de ventas puede estacionar o conducir cualquier vehículo de ventas o vender, exhibir, permitir o autorizar la venta, exhibición o la dispersión de cualquier alimento, bebida u otro producto o artículo de mercancía de cualquier vehículo de ventas dentro de (20') veinte pies de cualquier cochera.
- J. Ningún propietario u operador de un vehículo de ventas puede estacionar o conducir cualquier vehículo de ventas o vender, exhibir, permitir o autorizar la venta, exhibición o la dispersión de cualquier alimento, bebida u otro producto o artículo de mercancía de

Attachment #4B

Mobile Vendor Summary of Proposed Ordinance Changes

cualquier vehículo de ventas dentro de una zona de la ciudad, en los que no se permiten las ventas.

- K. Ningún propietario u operador de un vehículo de restauración pueden vender bebidas alcohólicas de su vehículo.

La intención de la lengua de arriba es de la siguiente:

F) Los vendedores de carritos ambulantes actualmente se acumulan alrededor de la escuela y obstruyen las aceras. Al restringir los vendedores ambulantes a una distancia de 300 'de las escuelas se les permite a los estudiantes salir de la escuela con seguridad y evitar los vendedores, si lo desea.

G) Restringir a los vendedores de los terrenos del parque a menos que haya un evento especial.

H) Evita posibles riesgos para la seguridad en cuanto a la visibilidad del tráfico en las intersecciones.

I) Evita posibles riesgos para la seguridad en cuanto a la visibilidad del tráfico en las entradas y salidas de cocheras.

Permiso de vendedor de vehículos - Además de una Licencia de Negocio

- L. Es ilegal para cualquier persona operar un vehículo de venta de alimentos a menos que un vehículo de venta de alimentos tenga una autorización e acuerdo a este capítulo y este en vigor para la venta de alimentos en ese vehículo.
- M. Cada vehículo con permiso, al recibir un permiso de venta de alimentos del vehículo, deberá mantener el permiso con el vehículo para el que se expide; en todo momento que el vehículo maneja la venta de alimentos.
- N. Después de la demanda de un agente del orden público o empleado de la ciudad autorizada, la persona que conduce un vehículo venta de alimentos deberán presentar que el permiso de venta de alimentos del vehículo que está en vigor para ese vehículo.
- O. Todos los permisos de venta de alimentos de vehículos son propiedad de la ciudad y cada uno autoriza la operación de un vehículo específico de venta. Es ilegal para cualquier persona a vender o transferir, o tratar de vender o transferir, un permiso de venta de alimentos.

Solicitud de Permiso de Vehículos

La solicitud de un permiso de venta de alimentos del vehículo se presentará ante el Departamento de Desarrollo Comunitario y deberá contener los siguientes:

Attachment #4B
Mobile Vendor Summary of Proposed Ordinance Changes

- a. El nombre del dueño del negocios y nombre del negocio, dirección y teléfono del solicitante del permiso;
- b. La evidencia escrita de que el solicitante es propietario, arrendatario o titular de un interés similar en el vehículo de venta de alimentos;
- c. El nombre y la dirección de todos los propietarios legales y registrados del vehículo de venta de alimentos, y cada persona con un interés financiero en el negocio que opera la venta de alimentos de vehículos;
- d. Una copia valida de la licencia de negocio;
- e. La licencia del estado del vehículo (el número de placa) y el número de identificación del vehículo de venta de alimentos;
- f. La prueba del cumplimiento de los requisitos de seguro establecidos en el artículo --- - de este código.
- g. La prueba de que el vehículo cumple con los requisitos aplicables del estado de California y del Condado de Yolo en relación con la operación de un vehículo de venta de alimentos;
- h. La dirección donde se guarda el vehículo de la venta de alimentos cuando no se utiliza;
- i. Por cada persona con un diez por ciento (10%) o mayor interés financiero en la empresa que opera el vehículo de la venta de alimentos, una lista, firmada bajo pena de perjurio, de cada condena de esa persona y si la condena se había realizado veredicto, motivo de culpable, o declaración de no competencia. La lista, por cada condena, debe de establecer la fecha de la detención, el delito imputado, y el delito por el que fue condenado a la persona. Una persona que adquiere un diez por ciento (10%) o mayor interés financiero en el negocio que opera la venta de alimentos del vehículo durante la vigencia de la autorización con arreglo a este capítulo de inmediato se lo notificará al Departamento de Desarrollo Comunitario y cumplir con esta parte de la sección.
- j. Cualquier otra información que pueda ser requerida por el director para desarrollar el propósito de este capítulo.
- k. Cada solicitud de permiso de vehículos de venta de alimentos deberá ir acompañada de una tarifa no reembolsable por un monto establecido por la resolución del Concejo Municipal.

Attachment #4B
Mobile Vendor Summary of Proposed Ordinance Changes

1. Es ilegal para cualquier persona hacer a sabiendas una declaración falsa u omitir cualquier información que se requiere en la solicitud de un permiso para vehículo de venta de alimentos.

La intención del lenguaje de arriba es para expedir un permiso para vehículos de venta de comida, además de la licencia de negocio. Esto permitirá a la ciudad controlar la cantidad de vehículos de venta de comida dentro de la ciudad y asegurarse de que cumplen con todos los requisitos antes mencionados, tales como seguro de responsabilidad civil, el registro, permiso de salud, etc...

Attachment #5 Minutes from Community Meeting

VENDOR MEETING MINUTES (JANUARY 26, 2011)

- Introductions
 - Notice of February 15, 2011 as the planned Council Meeting (public hearing) regarding amendments.
 - Review of existing ordinance.
 - **Question:** How large of an improved surface would be required?
Answered: All vehicles including customers vehicles would have to be on an improved surface.
 - Ordinance would not go into effect until 12 months after adoption date
-

SIGNS, TABLES AND SHADE STRUCTURES

- Condition/appearance of site
 - Shade structure
 - o **Question:** What about existing permanent steel carport structures?
Answered: Would be handled on an individual basis, but structures over 120 sq. ft. do require a building permit.
 - Concern expressed over the elimination of tables and chairs. **Unanimous support of vendors for allowing at least one table, chairs and canopies.**
 - o Vendors concerned that their patrons will not have a place to sit and would loiter instead.
 - o Canopies wanted for shade during summer months and protection of rain during winter.
 - o Portable furniture and canopies only (limited to one table and canopy per location) was considered adequate.
-

LIMITS OF LICENSES

- **Question:** Will the owners be able to transfer and sell their business?
Answered: Yes;
 - o They will be able to transfer or sell their business, as long as they were operating legally (i.e. current licenses and permits)
 - o If license expires for more than one year, spot is forfeited and if there are applicants waiting then next applicant on the waiting list will be allowed an opportunity to open a new business.

Attachment #5

Minutes from Community Meeting

- **Question:** What if the vendor owns two vending vehicles?

Answered:

- o As long as both trucks were licensed.
- o Only one truck per property.
- o If one truck was not operating currently, they could open and maintain a license for that vehicle to save a spot.

HOURS OF OPERATION

- All vendors were okay with the hours of operation being between 8:00a.m. and 10:00p.m.

OPERATING RESTRICTIONS

- All vendors OK with distance from schools being 300 feet.
- **Question:** 20 feet requirement from driveways, would that be enforced on driveways which were not being utilized (i.e. blocked or chained off)?
Answered: No, this distance requirement would not be enforced on unutilized driveways, since the goal of the amendment is to protect customers and vehicular traffic.

CONCLUSION

- If new regulations are passed, staff will come out to each location in approximately six months to assess compliance and work with business owners on eliminating possible violations.
- Wayne Taniguchi from Environmental Health was asked about new health code regulations. He stated that the State was working on new language but it had not yet been adopted. Wayne also gave information about site visits by his office to each mobile vendor over the next few months.
- Vendors were reminded that there would be a Council Meeting on February 15, 2011 at City Council Chambers at 6p.m. and that they are encouraged to attend this meeting and express any further questions or concerns they may have regarding this matter.
- Meeting concluded

Attachment #6

Comments Received During the Public Process (email)

Comment #1

I have lived in Woodland all my life and I think this community should keep growing. I really enjoy the taco trucks in the summer keeps me from cooking on a hot day. The tacos are delicious and my children love them too!!! I hope that the City and County of Woodland are not discouraging this business. The need for making them move and fining them will only create more regulations for businesses. Please do not charge them more because that will only make the food prices go up... My only concern is the safety of cars and that they are thoroughly clean. Please work with them; do not destroy them and this can be a win/win situation for everyone involved.

Comment #2

I am a current resident of Woodland and have been for the past 30 years. I do not own a business and have patronized the food trucks in the past.

I will not be attending the public hearing today about Food Trucks in Woodland due to prior commitment. I am in favor of the Community Development Department's (CDD) proposal to bring Food Trucks into compliance.

I wish that Food Trucks would also be restricted as follows:

- 1) The use of furniture should not be allowed even if it's commercial grade. By allowing it, creates an unfair advantage over restaurants that have to deal higher overhead, which includes the cost of complying with all regulations.
 - 2) Vendors should be banned from parking within 1,000 feet from schools, not 300 as propose.
- A) Our children could be at risk for trying to cross the street to patronize the vendor(s).
- B) It would give school organizations that sell food products the fair opportunity to keep their customer base and keep the revenue for to purchase school related goods ,d services (sports equipment and field trips).

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING SECTION 14-6-9 OF AND ADDING ARTICLE XV
TO CHAPTER 14 OF THE WOODLAND MUNICIPAL CODE RELATING
TO MOBILE VENDORS**

WHEREAS, the City of Woodland is authorized to regulate mobile vendors within its jurisdiction subject to the limitations set forth in Vehicle Code section 22455; and

WHEREAS, the City wishes to amend its mobile vendor regulations in compliance with applicable law; and

WHEREAS, the City's amended regulations are based on the following findings:

1. Regulating the hours and location of mobile vendors benefits the health, safety and welfare of Woodland residents because the operation of these vehicles at inappropriate hours or locations and in any one location for prolonged periods of time creates traffic hazards, blocks adjacent sidewalks to pedestrians, results in unwanted noise, littering and loitering at that location and/or creates hazards for children.

2. Regulating the manner and type of mobile vendors benefits the health, safety and welfare of the City because the inappropriate operation and uncontrolled proliferation of these vehicles creates traffic hazards, blocks adjacent sidewalks to pedestrians, results in unwanted noise, littering and loitering at that location and/or creates hazards for children.

3. Regulating mobile vendors on private property is consistent with the City's interests in the aesthetics of the community, ensuring that the City complies with applicable waste water and storm water regulations and promoting the permanent development of property.

4. Prohibiting mobile vendors from operating within City parks and recreation facilities is consistent with the City's interest in the aesthetics of the community, fair competition and otherwise ensuring the proper use of City property.

The City Council of the City of Woodland, California, does hereby ordain as follows:

Section 1. Recitals. The above recitals are incorporated as though set forth in this section.

Section 2. Purpose. The purpose of this ordinance is to amend Section 14-6-9 of and add Article XV of Chapter 14 to the Woodland Municipal Code related to mobile vendors.

Section 3. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Vehicle Code section 22455.

Section 4. Amendment. Section 14-6-9 of the Woodland Municipal Code is hereby amended to read in full as follows:

Sec. 14-6-9. Parking of peddlers or vendors.

Except as set forth in article XV of this chapter, no person shall stand or park any vehicle, wagon or pushcart from which goods, wares, merchandise, materials, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating cart or vehicle within the city.

Section 5. Amendment. Article XV of Chapter 14 is hereby added to read as set forth in the attached Exhibit "A," incorporated by this reference.

Section 6. Sunset. Unless modified by a later enacted ordinance, Section 14-15-12 of the Woodland Municipal Code shall be automatically repealed and of no further force or effect on April 1, 2012.

Section 7. Severability. If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

Section 8. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Art Pimentel, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Andrew Morris, City Attorney

Exhibit “A”

ARTICLE XV. MOBILE VENDORS AND PEDDLERS.

Sec. 14-15-1 Definitions

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section.

- (a) “Director” means the director of the city’s community development department or his or her designee;
- (b) “Mobile vendor vehicle” means any vehicle from which goods, wares, merchandise, materials, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating cart;
- (c) “Operate a mobile vendor vehicle” means to drive, push, occupy or otherwise use a mobile vendor vehicle to sell, display, solicit or offer for sale, barter or exchange any goods, wares, merchandise, materials, fruits, vegetables or foodstuffs;
- (d) “Vehicle” means any vehicle, cart or pushcart; and
- (e) “Vendor” means any person who operates a mobile vendor vehicle.

Sec. 14-15-2 Parking of peddlers and vendors on public rights-of-way

No person shall operate any mobile vendor vehicle while stopped, parked or standing on any portion of the public right-of-way, including the sidewalk, within this city without first obtaining an encroachment permit from the traffic engineer and/or in conjunction with a permitted temporary outdoor use or special event (See section 25-13-30), except that the same may stand or park at the request of a bona fide purchaser for a period of time not to exceed thirty minutes at any one place. The provisions of this section shall not apply to persons operating a mobile vendor vehicle as part of a certified farmer’s market licensed pursuant to Section 13-3-1 of this code, or an authorized street fair or other event occurring under a special permit issued by the City of Woodland, provided that the vehicle is part of the event and is complying with all terms of the permit or permits issued for the event.

Sec. 14-15-3 Parking of peddlers and vendors on private and public property

No person shall operate any mobile vendor vehicle while stopped, parked or standing on private property, or on property owned by a public entity, or in the public right-of-way, except in compliance with this article. For purposes of this section, property owned by a public entity shall not include the public right-of-way.

Sec. 14-15-4 Mobile vendor permit required

- (a) No person shall operate a mobile vendor vehicle unless a mobile vehicle vendor permit

issued pursuant to this article is in effect for that mobile vendor vehicle, provided that mobile vendor vehicles which are or will be present in Woodland for fewer than 14 days in any calendar year, or which never stop in one location for longer than 30 minutes, shall not be required to obtain a permit.

(b) Every permittee, upon receipt of a mobile vendor vehicle permit, shall maintain the permit with the vehicle for which it is issued at all times the mobile vendor vehicle is operated.

(c) Upon demand of a peace officer or city employee authorized to enforce this article, a person operating a mobile vendor vehicle shall present the mobile vendor vehicle permit that is in effect for that vehicle.

(d) All mobile vendor vehicle permits are the property of the city and each shall authorize the operation of a single specific mobile vehicle vendor. It is unlawful for any person to sell or transfer, or attempt to sell or transfer, any mobile vehicle vendor permit.

(e) No mobile vendor vehicle permit shall be required if the vendor only sells, displays, solicits or offers for sale, barter or exchange any of the following:

1. Newspapers, leaflets, pamphlets, bumper stickers, or buttons.
2. Items which have been created, written, composed or otherwise produced by the vendor: books, cassette tapes, compact discs, paintings, photographs or any other item that is inherently communicative and has nominal utility apart from its communication. Although an item may have some expressive purpose, it will be deemed to have more than nominal utility apart from its communication if it has a common and dominant non-expressive purpose. Examples of items that have more than nominal utility apart from their communication and thus may not be vended under the provisions of this section, include, but are not limited to, the following: housewares, appliances, articles of clothing, sunglasses, auto parts, oils, incense, perfume, lotions, candles, jewelry, toys, stuffed animals, foodstuffs and beverages.

Sec. 14-15-5 Mobile vendor vehicle permit application

(a) An application for a mobile vendor vehicle permit shall be filed with the director and shall contain the following:

1. The individual and business name, address, and telephone number of the permit applicant.
2. Written evidence that the applicant is an owner, lessee or holder of a similar interest in the mobile vendor vehicle.
3. The name and address of all legal and registered owner(s) of the mobile vendor vehicle, and each person with a financial interest in the business that operates the mobile vendor vehicle.

4. A copy of a valid city business license for the business that operates the mobile vendor vehicle.
 5. The state vehicle license plate number and the vehicle identification number of the mobile vendor vehicle, if applicable.
 6. Proof that the mobile vendor vehicle is in compliance with all applicable state and county requirements regarding the operation of a mobile vendor vehicle.
 7. The address where the mobile vendor vehicle is stored when not in use.
 8. For each person with a (10%) ten percent or greater financial interest in the business that operates the mobile vendor vehicle, a list, signed under penalty of perjury, of each conviction of such person and whether such conviction was by verdict, plea of guilty, or plea of no contest. The list shall, for each conviction, set forth the date of arrest, the offense charged, and the offense of which the person was convicted. A person who acquires a (10%) ten percent or greater financial interest in the business that operates the mobile vendor vehicle during the term of the permit issued pursuant to this article shall immediately so notify the director and comply with this subsection.
 9. Such other information as may be required by the director to further the purpose of this chapter.
- (b) Every application for a mobile vendor vehicle permit shall be accompanied by a non-refundable application fee in an amount established by resolution of the City Council.
- (c) It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required in an application for a mobile vendor vehicle permit.

Sec. 14-15-6 Mobile vendor vehicle permit issuance

- (a) Except as provided in this section, a mobile vendor vehicle permit shall be issued by the director upon receipt of a complete application and payment of the permit fee, as specified in this article, and after the director has:
1. Either based on the application and/or a physical inspection of the mobile vendor vehicle, the director determines that the mobile vendor vehicle complies with this code and applicable state and county laws and regulations; and
 2. Determined that the business location and vehicle storage location, if within the city, comply with applicable zoning regulations and other codes.
- (b) A mobile vendor vehicle permit may be denied by the director if he or she finds any of the following grounds:
1. The information submitted pursuant to section 14-15-5 of this article is materially false or incomplete.

2. Within twelve (12) months of the date of application, the applicant, any registered owner of the mobile vendor vehicle, or any person with a financial interest in the business that operates the mobile vendor vehicle, has had his or her mobile vendor vehicle permit revoked.

3. A person with ten (10) percent or greater financial interest in the operation of the mobile vendor vehicle has been convicted of a crime, and the time for appeal has elapsed, irrespective of the entry of a subsequent order under Penal Code Section 1203.4; or has committed any act involving dishonesty, fraud, deceit, or moral turpitude with intent to substantially benefit himself or herself, or another, or substantially injure another, or having the effect of substantially injuring another.

Provided, however, that the permit shall be denied upon any of the grounds specified in this subsection (b)(3) only if the director finds that the crime or act is substantially related to the qualifications, functions or duties of a mobile vehicle vendor owner or owner of a business which operates vending vehicles or has substantial contact with minors. However, no person shall be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Penal Code Section 4852.01, et seq., or that he or she has been convicted of a misdemeanor if he or she has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering a petition under Penal Code Section 4852.01, et seq.

4. The maximum number of mobile vendor vehicle permits has been issued. In this case, the director shall place the applicant on the permit availability list maintained pursuant to subsection (d) of this section and shall notify the applicant of this decision and provide him or her with general information regarding the permit availability list.

(c) All mobile vendor vehicle permits shall expire one year from their date of issuance. Applications for renewal shall be filed between ninety (90) days and thirty (30) days before their date of expiration. In the event an application for renewal is received within this time period, the application shall not be considered a new application subject to the numerical limitation on permits set forth in subsection (d) of this section.

(d) The maximum number of mobile vendor vehicle permits shall equal the number of current, valid city business licenses issued to mobile vendor vehicles on April 1, 2011. In the event the director is unable to issue a mobile vendor vehicle permit solely due to this numerical restriction, the director shall develop and maintain a permit availability list and/or place that applicant on the list. Except as provided in section 14-15-8, in the event a mobile vendor vehicle permit becomes available, the director shall notify the applicant who has been on the permit availability list the longest and allow him or her a reasonable time to provide the director with any information necessary to ensure the application is current and otherwise complies with this code. If the applicant does so, he or she shall receive the mobile vendor vehicle permit. In the event the applicant does not, the director shall remove that applicant from the permit availability list and repeat the process until a permit has been issued or all of the applicants on the permit availability list have been notified.

(e) Notwithstanding the foregoing provisions of this Section, any person possessing a City business license for a mobile vendor vehicle on April 1, 2011 shall be entitled to apply for a

mobile vendor vehicle permit for one year from the effective date of this ordinance. In the event he or she does so and his or her operation complies with the provisions of this ordinance, the vendor shall be entitled to receive a mobile vendor vehicle permit. However, at the expiration of the one-year period, existing vendors shall be subject to the same application procedures and priorities as new vendors. The fact that an existing vendor fails to obtain a mobile vendor vehicle permit does not affect his or her temporary exemption from certain provisions of this ordinance as set forth in Section 14-15-12 (until such section is repealed).

Sec. 14-15-7 Mobile vendor vehicle permit suspension and revocation

(a) The director may suspend or revoke any mobile vendor vehicle permit issued pursuant to this article on any of the following grounds:

1. The director determines that any activity authorized by the permit is being carried out in such a manner as to constitute a nuisance, or to be injurious to the public health, safety or welfare.

2. The operation of the mobile vendor vehicle is in violation of any conditions imposed upon the permit or in violation of any provision of this code or applicable county and state laws and regulations.

3. There exists any of the grounds that would have been grounds for denial of the permit application.

(b) No permit shall be suspended or revoked until a hearing is held by the director. Written notice of the time and place of such hearing shall be given at least five (5) days prior to the date set for such hearing to the person to whom the permit was granted and to any other person who, at least ten (10) days prior to the hearing, requests such notice. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Notice may be given either by personal delivery to the persons to be notified, or by depositing the notice in the U.S. mail in a sealed envelope, postage prepaid, addressed to the persons to be notified at the address appearing in the application for a permit.

(c) Upon the director's suspension or revocation of any permit pursuant to this section, the permittee shall surrender the subject permit to the city within ten (10) days.

(d) Any holder of a license whose permit is suspended or revoked under this article shall have the right, within five (5) days after the director's decision to appeal to the city council. Such appeal shall set forth the specific ground or grounds on which it is based. The city council shall hold a hearing on the appeal within thirty days after its receipt by the city, or at a time thereafter agreed upon and shall cause the appellant to be given at least five days' written notice of such hearing. The determination of the city council on the appeal shall be final.

Sec. 14-15-8 Sale or transfer of mobile vendor vehicle

In the event the holder of any mobile vendor vehicle permit sells or otherwise transfers the mobile vendor vehicle to a bona fide purchaser for value, such bona fide purchaser for value may continue to operate the mobile vendor vehicle within the city provided the purchaser first complies with all of the provisions and requirements of this article, including having applied for and obtained all required licenses and permits. Within five (5) days of any mobile vendor vehicle sale or transfer, the seller shall notify the city of the sale or transfer and shall provide any proof of the sale or transfer as may be required by the city. Notwithstanding section 14-15-6, a bona fide purchaser pursuant to this section shall not be placed on the permit availability list when applying for a mobile vendor vehicle permit to replace the mobile vendor vehicle permit of the previous permittee for the purchased vehicle.

Sec. 14-15-9 General operational requirements

(a) A copy of the mobile vendor vehicle permit shall be posted in a location on the vehicle that is clearly visible to patrons.

(b) No mobile vendor vehicle may operate between the hours of 10:00 p.m. of any day and 8:00 a.m. of the following day.

(c) Mobile vendor vehicles operating on private property shall comply with the following requirements:

1. The written approval of the owner of the location shall be obtained. A copy of this approval shall be provided to the director prior to operating at the location and the vendor shall maintain proof of the owner's approval in the vehicle. The person operating the mobile vendor vehicle shall present this proof upon the demand of a peace officer or city employee authorized to enforce this article.

2. The vehicle shall only be stopped, standing or parked on surfaces paved with concrete, asphalt or another impervious surface.

3. Only one mobile vendor vehicle shall operate at the property at any one time.

4. The mobile vendor vehicle and surrounding property shall be maintained in a safe and clean manner at all times.

5. Except as allowed pursuant to chapter 25 of this code, no free standing or banner signs shall be displayed.

6. No tables, chairs or other site furniture shall be permitted.

7. Temporary shade structures shall be removed whenever the mobile vendor vehicle is not operating.

8. The property shall be located in an area where vending is permitted under chapter 25 of this code.

(d) No mobile vendor vehicle shall operate within any city park or recreation facility, except

in conjunction with a special event that complies with the applicable provisions of this code and for which a permit has been issued. The city may direct mobile vendor vehicles to operate only in certain areas, and may require a mobile vendor vehicle to vacate the park or facility entirely if city personnel find that the mobile vendor vehicle is operating unsafely or is interfering with the event or the use of the park or facility.

(e) The mobile vendor vehicle shall obtain a permit from the Yolo County Health Department, and shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

Sec. 14-15-10 Public right-of-way operational requirements

(a) No mobile vendor vehicle shall operate within the public right-of-way within three hundred (300) feet of any elementary, middle or high school, whether public or private. The distance shall be measured from the school's property line. Mobile vendor vehicles may operate on school property with the written permission of the institution. A copy of this permission shall be provided to the director prior to operating at the location and the vendor shall maintain proof of the school's permission in the vehicle. The person operating the mobile vendor vehicle shall present this proof upon the demand of a peace officer or city employee authorized to enforce this article.

(b) No mobile vendor vehicle shall operate within the public right-of-way within forty (40) feet of any intersection.

(c) No mobile vendor vehicle shall operate within the public right-of-way within twenty (20) feet of any driveway or entrance to any parking lot.

Sec. 14-15-11 Penalty

Any person who violates the provisions of this article shall be guilty of a misdemeanor. In addition, the city may impose administrative penalties as provided in this code or seek injunctive relief and civil penalties through civil action. The remedies provided in this article shall be cumulative and not exclusive of any other remedies available under any other federal, state, county or city laws or regulations.

Sec. 14-15-12 Exemption for existing mobile vendor vehicles

A mobile vendor vehicle operating within the city on April 1, 2011 in compliance with then applicable city regulations shall not be subject to the provisions of this article until April 1, 2012. A vendor wishing to claim this exemption shall submit documentation to the director demonstrating that he or she was operating within the city on April 1, 2011 and has continued to do so continuously since. Existing vendors may apply for and receive a mobile vendor permit pursuant to this article. In this case, the director shall include a condition in the permit allowing the vendor to operate in compliance with this section until April 1, 2012. Vendors exempt from the requirements of this article pursuant to this section may continue to operate their mobile vendor vehicles in the same manner provided their operation complies with the following:

(a) The mobile vendor vehicle shall not operate on any portion of the public right-of-way

within this city without first obtaining an encroachment permit from the traffic engineer and/or in conjunction with a permitted temporary outdoor use or special event (See Code Section 25-13-30), except that the same may stand or park at the request of a bona fide purchaser for a period of time not to exceed thirty (30) minutes at any one place.

(b) The mobile vendor vehicle operates on private property, or on property owned by a public entity, in compliance with the following standards:

1. A valid city business license shall be obtained;
2. A valid county health permit shall be obtained, if applicable;
3. Written permission of the property owner shall be provided;
4. The mobile vendor is parked in conjunction with a permitted temporary outdoor use permit or special event (see Code Section 25-13-30), if applicable;
5. All applicable city, county, state and federal requirements are complied with.

(c) The mobile vendor vehicle continuously operates within the city from April 1, 2011 until April 1, 2012 or it begins complying with the provisions of this article, whichever is sooner.