CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA

CITY COUNCIL
CLOSED SESSION AGENDA

MARCH 1, 2011

5:00 P.M.

A. CALL TO ORDER

B. ADMINISTER OATH OF OFFICE FOR NEW COUNCIL MEMBER TOM STALLARD

C. CLOSED SESSION

C.1 Conference with Real Property Negotiators, Pursuant to Section 54956.8
Property: APN 041 070 06
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: Mark Deven, Andrew Morris and Forrest Family Trust
Under Negotiation: Price and Terms of Payment

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

MARCH 1, 2011

6:00 P.M.

All times are approximate

A. CALL TO ORDER

B. ROLL CALL

updated a/o 10/4/2018

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT (6:03)

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 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 (6:06)

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 – WRITTEN (6:10)

F.1 Notice from Alcoholic Beverage Control of an Off-Sale General License for Wal Mart Stores Inc., Located at 1720 E. Main Street, Woodland, CA 95776

G. COMMITTEE REPORTS (6:12)

G.1 Receive the Minutes of the Library Board of Trustees Regular Meeting of January 13, 2011

G.2 Receive the Minutes of the Woodland-Davis Clean Water Agency Board of Directors Meeting Minutes for November 29 and December 9, 2010

H. PRESENTATIONS (6:14)

1. Proclaim March 12, 2011 as Arbor Day

I. CONSENT CALENDAR (6:17)

2. Receive the Monthly Status Report from Community Development Department

3. Receive the Capital Budget Execution Report from Community Development Department

4. Receive the Monthly Status Report from Fire Department

5. Accept Public Improvements to Subdivision No. 4879, Ogden/Gibson, Phase I Southeast Area Specific Plan

6. Accept as Complete Contract with Chicago Bridge and Iron, Inc. for Work on Elevated Water Tank Project, CIP 07-49; Authorize Notice of Completion

7. Accept as Complete Contract with K.J. Woods Construction for Sewer Trunk Rehabilitation Project, CIP 07-31; Authorize Notice of Completion

8. Approve Annual Investment Policy

9. Adopt Ordinance Approving the Amendment of Section 14-6-9 and Adding Article XV to Chapter 14 of the Woodland Municipal Code Relating to Mobile Vendors

10. Accept as Complete Contract with Siemens Water Technologies for Screw Pump Replacement Project, CIP 09-07; Authorize Notice of Completion

11. Approve Amendment to Installment Purchase Agreement and Water Agreement between City of Woodland and Conaway Preservation Group

J. PUBLIC HEARING – COUNCIL (6:22)

12. Hold Public Hearing; Waive First Reading and Read by Title Only an Ordinance Adopting a Groundwater Management Plan (10 minutes)

K. REPORTS OF THE CITY MANAGER (6:32)

13. Adopt Parks and Recreation Fee Waiver Reduction Policy (5 minutes)

14. Adopt Parks and Recreation Donation and Memorial Policy (5 minutes)

L. PUBLIC HEARING – JOINT CITY COUNCIL/REDEVELOPMENT AGENCY BOARD (6:42)

15. Hold Joint Public Hearing; Adopt Resolutions Approving Execution of Documents Relating to Sale of Land from Redevelopment Agency to Administrative Office of the Courts and Regarding Relocation of Well #1 for New Woodland Courthouse Project (10 minutes)

M. ADJOURN (6:52)

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority/Redevelopment Agency Board of the City of Woodland scheduled for Tuesday, March 1, 2011 was posted on February 25, 2011 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

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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: March 1, 2011

SUBJECT: Council Communications

Report in Brief

Attached are communications received for which Council should be made aware:

1. Notice from Alcoholic Beverage Control of an off-sale general license for Wal Mart Stores Inc., located at 1720 E. Main Street.

This item is for your information only.

Prepared by: Ana Gonzalez
City Clerk

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Mark G. Deven
City Manager

Attachment

City of Woodland

ALCOHOLIC BEVERAGE CONTROL CHECKLIST

Name of Business: Wal Mart Stores Inc.

Type of License: Off-Sale General File No. 504090

Physical Location: 1720 E. Main St, Woodland 95776

Mailing Address: ○ Same/Other: 702 SW 8th St, Bentonville, AR 72716-0500

Transferor Name: N/A New Owner/Manager:

Received by City Clerk: 1/18/11 Date Sent to Police Dept.: 1/21/11

✧✧

Application Reviewed by ***Police Department*** Mini Garcia Higgins
Contact Name

Recommend Approval: ☒ Recommend Denial: ○ Comments on Attached Sheet(s): ○

Comments Included Here ⇨

✧✧

Application Reviewed by ***Community Development*** Linda Scharf
Contact Name

Recommend Approval: ● Recommend Denial: ○ Comments on Attached Sheet(s): ○

Comments Included Here ⇨

✧✧

Upcoming Council Meeting Dates and Deadlines for Submission:

Submission Date 2/1/11 for inclusion at ~~2/15/11~~ Council Meeting

Submission Date ______ for inclusion at 3/1/11 or Council Meeting

Submission Date ______ for inclusion at ______ Council Meeting

Returned to City Clerk on ______ Council Action Taken ______

RECEIVED
FEB 14 2011
CITY CLERK'S OFFICE

Department of Alcoholic Beverage Control State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
3321 POWER INN RD
SUITE 230
SACRAMENTO, CA 95826
(916) 227-2002

File Number: **504090**
Receipt Number: **2035910**
Geographical Code: **5703**
Copies Mailed Date: **January 12, 2011**
Issued Date:

DISTRICT SERVING LOCATION: **SACRAMENTO**

First Owner: **WAL MART STORES INC**
Name of Business: **WAL MART STORE 2190**
Location of Business: **1720 E MAIN ST**
WOODLAND, CA 95776-6223
County: **YOLO**
Is Premise inside city limits? **Yes** Census Tract **0112.05**
Mailing Address: (If different from premises address) **702 SW 8TH STREET**
BENTONVILLE, AR 72716-0500

Type of license(s): **21**
Transferor's license/name: Dropping Partner: Yes___ No ✓

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
21 - Off-Sale General	ANNUAL FEE	NA	Y	0	01/12/11	$582.00
					Total	$582.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of YOLO Date: September 28, 2010

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Applicant Name(s) Applicant Signature(s)

.WAL MART STORES INC

RECEIVED
JAN 18 2011
CITY CLERK'S OFFICE

February 9, 2011

Department of Alcoholic Beverage Control
3321 Power Inn Road
Suite 230
Sacramento, CA 95826

File number- 504090
Wal Mart Stores Inc.
1720 E. Main Street, Woodland

The Woodland Police Department does not oppose to the issuance of Type 21 license for Wal Mart Store. We would like to request the following conditions be placed on the license.

1. No display or sale of alcohol shall be made from an ice tub.

2. No alcoholic beverage shall be displayed within five feet of the cash register or the front door.

3. It shall be the responsibility of the applicant licensee to provide staff with the knowledge and skills that will enable them to comply with their responsibilities under state law. Applicant shall make reasonable effort to send a representative to the LEAD (Licensee Education on Alcohol and Drugs) Training.

    - Woodland Police and the Department of Alcohol Beverage Control hold a training seminar annually to educate and update the licensees and their staff on the laws as they pertain to their license. We send out notice at least 4 weeks in advance to all licensees in Woodland.

    - The knowledge and skills necessary for responsible alcoholic beverage service shall include, but not limited to the following:

    - State laws relating to sales of alcoholic beverages, particularly ABC and penal provisions concerning sales to minors and intoxicated persons.

    - Alcohol and the effects on the body and behavior, including the operation of motor vehicles.

4. Beers may not be sold in quantities of less than a 6 pack. (This also means no quart bottles of beer allowed on the premises for sale.)

5. Wine coolers and Malt beverage will not be sold in quantities less than a four pack
6. No advertising of alcoholic beverages shall be visible from the exterior of the premises.
7. There shall be no cups, glasses, or similar receptacles commonly used for the drinking of beverages, sold, furnished, or given away at the petitioner's premises in quantities of less than twenty-four in their original multi-container packaging.
8. Any public telephone shall not be permit to allow incoming calls.

Regards,

Mini Garcia Higgins
Community Service Officer
661-7854

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Library Board of Trustees minutes for the January 13, 2011, regular session

Report in Brief

Staff recommends that the City Council receive the Library Board meeting minutes for the January 13, 2011, regular session.

Recommendation for Action

No action required.

Prepared by: Heather Muller
Library Services Director

Reviewed by: Woodland Library Board of Trustees

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Mark G. Deven
City Manager

Attachment

WOODLAND PUBLIC LIBRARY
BOARD OF TRUSTEES
Minutes, January 13, 2011

Present: Alain Traig, Tom Pavao, Jorel Difuntorum, Bud Goding, Kay Hodges

Staff: Heather Muller, Sue Bigelow

The Library Board of Trustees meeting was called to order at 4:00 p.m.

I. Welcome Visitors
Alain welcomed Diane Adams and John Selby

II. Public Comment: Mr. Selby left information funding for non-profits.

III. Review of Agenda
The agenda was accepted as submitted.

IV. Approval of Minutes
Upon motion made by Bud and seconded by Tom, the minutes of the December 9, 2010 meeting were approved.

V. Communications
Heather shared a letter from Norman Callaway regarding a donation he is making in memory of his deceased sister-in-law, Marianna Stanley. Heather received a call from a representative of Knights Landing Charter School requesting possible assistance from the Woodland Public Library staff in setting up a library for their school. Heather explained that this would not be appropriate given the extensive differences between school libraries and public libraries; but she did refer the representative to several school librarians. Alain reported that he was contacted by a member of the Mendicino County Library Advisory Board regarding information about the recent sales tax increase initiative campaign; Alain referred this gentleman to Leslie Marcos. Alain also reviewed Kay's e-mail regarding her need to step down as the Board's liaison to the Friends of the Library. Bud volunteered to serve in this capacity.

VI Old Business

A. Front Door Update
The new front door is scheduled to be installed on January 14, 2011..

B. Staff Hiring/Promotion updates

The Youth Services Librarian position is officially posted on the Cal Ops website and will close on January 21, 2011. As a result of Governor Brown's proposed budget cuts to libraries, the City's Finance Officer is reluctant to approve making Sue Bigelow's Literacy Coordinator position full-time. It was agreed that this subject should be part of the agenda for the next "two-by-two" meeting between representatives from the Board and the City Council. Alain agreed to draft a letter to City Manager Mark Devin outlining the self-funding provisions already in place for this position.

C. 917 Funds
Heather reviewed with the Board a draft of a letter to Mark Devin regarding her ongoing research of 917 funding provisions and the documentation she is providing to him. It was agreed that this issue also needs to be on the agenda for the next "two-by-two" meeting.

D. Explanation of literacy presence at juvenile hall
Literacy Coordinator Sue Bigelow clarified the relatively limited assistance that Literacy is providing for the educational programs at juvenile hall.

VII. New Business

A. Grant(s)
The California State Library has selected and approved for funding in the amount of $10,000 the Library's "Employment Literacy Program" idea. Heather is now working on completing the official grant application. The Sunrise Rotary Foundation has asked Heather to put together a request for two laptop computers. Patty Lakie and Sue Biggelow are applying for funding from Yolo First Five to purchase bi-lingual "learning stations" for use by the children of parents in literacy programs.

B. Budget Update
The Board reviewed and discussed the proposed elimination of State funding for California Public libraries. Heather also provided the Board with information regarding the City's 2012 budget process.

C. Consideration of meeting room policy change
Heather presented information regarding meeting room policies from the library community, potential costs of reopening the Leake Room to the public, and modifications/limits to the previous policy that would help reduce costs. After extensive

discussion, it was agreed, in consideration of current budget uncertainties, to take no action at this time.

VIII. Reports

A. Director
Heather provided the Board with her Second Quarter Report.

B. Board

(1) Council meeting attendance: None
(2) Tom reported all is going well with the Literacy Council, including satisfactory funding. Kay reported that the Friends received a $1700 grant from Bank of the West to underwrite the upcoming Mystery Night.

The meeting was adjourned at 5:40 pm.
The next meeting will be February 3, 2011
Minutes prepared by Kay Hodges

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Woodland-Davis Clean Water Agency Board of Directors Meeting Minutes for November 29 and December 9, 2010

Report in Brief

Attached are the meeting minutes from the Woodland-Davis Clean Water Agency Board of Directors November 29 special meeting and December 9, 2010 regular meeting. These minutes were approved at the January 13, 2011 meeting.

Background

The Woodland-Davis Clean Water Agency had regular monthly meetings in 2010 with several special meetings in November and December to timely address important matters affecting the Davis Woodland surface water supply project. At each regular meeting, the Board takes action to approve minutes from the prior meeting. Meeting Minutes are then shared with the City Councils and governing boards of Partner and Participating Agencies and interested stakeholders. These minutes and all previous Board agendas and minutes are available for review or download from the Agency website at: www.wdcwa.com.

Recommendation for Action

No action required. For information only.

Prepared by: Liz Houck
Senior Engineering Assistant

Reviewed by: Gregor G. Meyer
Public Works Director

Mark G. Deven
City Manager

Attachments

WOODLAND-DAVIS Clean Water Agency

Board of Directors

Minutes of the December 9, 2010 Regular Board Meeting

The Board of Directors of the Woodland-Davis Clean Water Agency (WDCWA) met in regular session to begin at 3:00 p.m. in the Woodland City Council Chambers, 300 First Street, Woodland, California.

Call to Order and Roll Call
The meeting was called to order by Chair William Marble at 3:10 p.m. Vice-Chair Stephen Souza and Director Martie Dote were present. Director Joe Krovoza arrived at 3:30 p.m.

Approval of Regular Meeting Agenda
Vice-Chair Souza requested that a new item be added to the agenda. The item was for public relations regarding the opinion/editorial articles being written by Director Krovoza, Chair Marble and himself regarding water and waste water issues in the City of Davis as well as the region. Since the posting of the agenda, the Agency learned that there may be an opportunity to place such an article in local newspapers. Director Souza requested input from the Board regarding the placement of such an article and moved that the item be added to the agenda because of the need for Board input at this time. Chair Marble seconded the motion to add the item to the agenda. The Board approved the addition of the agenda item unanimously 3 to 0.

Public Comment
There were no public comments.

1. Closed Session:

   a. Conference with Agency General Manager as real property negotiatior concerning price and terms of payment for potential real property acquisition relating to - (i) water diversion/intake facility sites located on the west bank of the Sacramento River just upstream from I-5 bridge and pipeline easements from the intake to the proposed water treatment plant and from the plant to Davis; Other Negotiating Parties – Reclamation District 2035, Conaway Preservation Group, Tri-City Water and Farm, LLC; and (ii) Sacramento River water transfer/purchase agreement for water to be delivered to the new diversion/intake site; other negotiating parties – Conaway Preservation Group, Tri-City Water and Farm, LLC.
   b. Conference with legal counsel for existing litigation; Brown Act section 54956.9(a); appropriative water right application proceeding (State Water Resources Control Board Application No. 30358A and 30358B).

   The Board adjourned to Closed Session at 3:12 p.m. and returned at 5:18 p.m.
   Director Krovoza arrived during Closed Session at 3:30 p.m.

2. Post Closed Session Announcement:

Chair Marble announced that the Agency Board met in closed session and gave direction to Agency Counsel regarding the closed session item for the water right application proceedings with the State Water Resources Control Board.

3. Discussion of proposed Water Right Purchase, Real Property, Joint Intake/Diversion and Installment Purchase Agreements with Reclamation District 2035, Conaway Preservation Group, LLC, Tri-City Water and Farm, LLC and Cities of Davis and Woodland.

Chair Marble stated the Board met in closed session regarding item #2a concerning proposed agreements relating to the purchase and acquisition of water rights, real property interests and a joint river intake diversion facility, and he made the following statement. "The Board is continuing these negotiations in good faith with due diligence and with the best interest of the rate payers at heart. This Board is committed to transparency in the process. The following agreements are in negotiations: 1) the water agreement with Conaway Preservation Group and Tri-City Water and Farm for the purpose of obtaining water rights from the Conaway Preservation Group for use in summer and other times when the Agency is restricted from diverting water under its' permit; 2) A joint intake agreement with Reclamation District 2035 for the purpose of sharing an intake site and jointly design, construct, operate and maintain a screened water intake facility on the Sacramento River; 3) A real property agreement with RD 2035, Conaway Preservation Group and Tri-City Water and Farm for the purpose to acquire the intake site and pipeline and other easements for the project; 4) Installment purchase agreements with the cities of Woodland and Davis for the purpose to back up and secure the Agency's water right purchase agreement through city commitments to fix and collect water rates that would cover the purchase obligation. The Board will not consider the agreements until they are in final written form and the public has had a chance to review and comment. The Board has directed their negotiators to prepare these agreements no later than Tuesday, December 14th for the Board's consideration at a special meeting later that week. If the agreements can not be in final written form by early next week so that the public has an opportunity to review and provide input, then the Board will not be able to consider the agreements until January."

4. Consent Items
   a. Approval of October 28, 2010 regular meeting minutes.
   b. Approval of November 5, 2010 special meeting minutes.
   c. Approval of William Marble attending Cap-to-Cap meetings including expenses
   d. Approval of Amendment of Consultant Services Agreement with Environmental Science Associates to reduce scope of work

Chair Marble mentioned that the first cap-to-cap water resources group meeting will be on December 16, 2010.

Director Dote moved approval of the consent items and Vice-Chair Souza seconded the motion. The motion carried unanimously 4 to 0.

5. Davis-Woodland Water Supply Project Update

Eric Mische, General Manager, gave a power point presentation of the project's activities and accomplishments over the last month highlighting implementing the DBO process, including a request for qualifications by early March, funding and financing such as preparing for cap-to-cap and providing support for other elements in the Yolo County IWRMP, such as work done by Yolo County Flood Control and Water Conservation District in regards to conjunctive use.

Kim Floyd of Kim Floyd Communications gave an update on public outreach describing media outreach materials, the existing website and delivered thirteen presentations to community groups.

Director Krovoza mentioned to not forget distributing media materials and minutes of the WDCWA meetings to the respective City Councils.

Eric Mische, General Manager, added that the Agency will give presentations to the Yolo County Board of Supervisors to keep them up to date as well.

Chair Marble asked for a date to be put on the on-going project schedule so that he would know if changes were made to the schedule in future meetings.

6. Consideration of Agreement with University of California, Davis concerning potential Water Supply Contract

Richard Shanahan, Agency Counsel, said the agreement was not ready to be presented to the Board and was still being worked on and he anticipated that the agreement would be brought back at a future special meeting.

7. Technical Advisory Committee comments

There were no Technical Advisory Committee comments.

8. Board Member comments

The added agenda item on public relations and an opinion/editorial article was discussed at this time. Vice-Chair Souza described how the op-ed pieces that he and Director Krovoza were working on was a discussion regarding the water and waste water issues in the City of Davis and Woodland and was not going to discuss the on-going agreement negotiations.
Chair Marble said he and Mayors Pimentel and Saylor were working on an op-ed piece for the two cities but it was pre-mature to be released at this point. This op-ed piece would contain the benefits of this project for both cities as well as the deal points and the cost of the project.

Chair Marble announced that next Thursday he would be doing a presentation to the Sunrise Rotary Club in Woodland regarding the project. He wanted the public to know that he would be available to give presentations to any public group upon request.

Director Dote said that cap-to-cap will be different this year as opposed to previous years. Her recommendation was to capture more support from the agencies within the executive branch rather than just the actual members.

Chair Marble reported on his attendance at the fall ACWA conference. He will forward his notes from the meeting to staff for distribution. He was involved in one session regarding water rate setting in "an environment of decreasing water usage." There were examples of good programs recently implemented in two cities that involved advanced rate structures which included the size of the family and the size of the lot for the metered tiered rate structure, calculating rates on those variables. He also attended a session on the Delta flow criteria standards issued by the State Water Resources Control Board.

Chair Marble told the Board that the Water Resources Association (WRA) will be having David Guy of NCWA address the Delta flow criteria topic and a northern California approach to these issues at their next meeting in January 2011.

Chair Marble said he did initiate conversations with Yolo County Supervisors regarding serving on this Board as a non-voting member and received positive feedback. He anticipates bringing this topic back to the next Board meeting to be considered.

9. Adjournment

Chair Marble adjourned the meeting at 5:48 p.m.

Respectfully submitted,

Lynanne Mehlhaff
Board Secretary

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Proclamation in Support of Arbor Day 2011

Report in Brief

Each year the City of Woodland celebrates Arbor Day in order to recognize the community benefits of trees and the community's heritage as "The City of Trees".

Staff recommends that the City Council approve the attached proclamation designating March 12, 2011 as Arbor Day in the City of Woodland.

Background

Arbor Day is a nationally-celebrated observance that encourages tree planting and care. The observance and celebration of Arbor Day is one of the requirements of Woodland's designation as a "Tree City USA."

Founded by J. Sterling Morton in Nebraska in 1872, National Arbor Day is usually celebrated each year on the last Friday in April; however, the date may vary depending on the climate of the state in which it is being held.

The observance of Arbor Day shows the City of Woodland's commitment to its urban forest, increases awareness of the importance of trees in urban areas and provides educational opportunities to promote and improve the practice of urban tree planting and care.

As part of the day's festivities, 21 trees will be planted at Pioneer Park and 20 more in various locations around the City where trees have previously been removed. Additionally, the public will be educated in proper planting techniques by City Municipal Arborist, Westley Schroeder.

Discussion

Support of this resolution reflects the City's continuing commitment to Woodland's urban forest and the quality of life that these assets provide the community. A representative of the Woodland Tree Foundation is scheduled to receive the Proclamation.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Arbor Day is supported yearly by the Parks and Recreation Commission.

Recommendation for Action

Staff recommends that the City Council approve proclamation designating March 12, 2011 as Arbor Day in the City of Woodland.

Prepared by: Robert G. Sanders
ROW Infrastructure Superintendent

Reviewed by: Gregor G. Meyer
Director Public Works

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Mark G. Deven
City Manager

Attachment

City of Woodland

PROCLAMATION - ARBOR DAY 2011

WHEREAS, in 1872 J. Sterling Morton proposed that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, 2011 is the 139th anniversary of the holiday, and Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource, giving us paper, wood for our homes, and fuel for our fires and beautifying our community; and,

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City Council of the City of Woodland does hereby proclaim Saturday, March 12, 2011 as Arbor Day in the City of Woodland, and urges all citizens to celebrate and support efforts to protect our trees and woodlands, to plant trees to gladden the heart and promote the well-being of this and future generations.

PASSED AND ADOPTED this 1st day of March, 2011.

____
Artemio Pimentel, Mayor

Marlin H. Davies, Vice-Mayor

Martie L. Dote, Council Member

William L. Marble, Council Member

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Community Development Department's Monthly Status Report

Report in Brief

Attached is the Community Development Department's Monthly Status Report. The report highlights major development projects.

Prepared by: Evis Morales
Management Analyst

Reviewed by: Paul Siegel
Deputy Director CDD

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Mark G. Deven
City Manager

Attachment: CDD Monthly Project Status Report

City of Woodland

CDD Monthly Project Status Report

March 1, 2011

MILESTONE EVENTS

CDD New Project Submittals and Project Activities	• The City Council approved a General Plan Amendment to remove Deep Flooding Policy 8.B.3 from the General Plan Policy Document at its January 18, 2011 meeting. • Cal West Investors has filed a Tentative Map application for a portion of the recently approved Cal West Specific Plan Rezone project site. • Inland Terminal has filed an application to construct a new 52,000 square foot dry fertilizer building on their site located at 1002 N. East Street. • Target Warehouse has submitted an application for an approximately 362,000 square foot expansion. This item will be heard at Planning Commission on February 17, 2011. • Staff has completed review and comment on the LAFCO five year update to the Municipal Service Review and Sphere of Influence (MSR/SOI). A LAFCO meeting will be held on February 28, 2011. • Two new members have been appointed to the Historic Preservation Commission and the next meeting of the Commission will be held on February 16, 2011.

DETAILED PROJECT LISTING

Changes will be highlighted in bold

PLANNING

Project: **Spring Lake**

Phase: n/a **PM:** Norris

Description: Proposed development is comprised of approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, about 34 acres of park land, and over 100 acres of major streets and roads. Overall, residential density will equate to about 6.1 units per acre. The Plan will result in a projected build-out of about 11,270 people.

Status: Spring Lake City Council Subcommittee Reviews

General Spring Lake Issues in process – BUA, Pay as You Go and Infrastructure Improvements

- The Staff recommendation regarding interpretation of the BUA Ordinance and a Pay as You Go financing methodology was presented to the City Council on October 6,

Project: **Spring Lake**

2009. The City Council recommended that staff proceed with measures to complete the financing proposal and allow release of "Second Release" Building Unit Allocations (BUAs).

- The update to the SLIF fees were approved by City Council on January 19, 2010 and updated fees became effective on January 20, 2010. The updated fee provides an increase of $809 per home. Final review of the SLIF Nexus study and fee update was approved by the City Council on February 16, 2010 and the urgency ordinance was extended.
- Proposed amendments to the BUA Ordinance were approved as a first reading by City Council on October 5, 2010. The amendments allow the third release to move up the allocation date to be almost concurrent with second release; and the amendments allow the City to consider the possibility of increasing the maximum BUA allocation, subject to review of the General Plan growth cap policy.
- Staff is working with the development community to facilitate the completion of Pioneer improvements in front of Pioneer High School.

Project Application Review (Norris/Hanson/Contract Planner C. Gnos)
Three active applications to amend the Spring Lake Spring Lake Specific Plan land use have been received and are summarized below:

- R-15/R-3 Rezone: No Action by applicant.

- Heidrick 5 Acre (R-25): A funding agreement with Sacramento Mutual Housing Authority to allow development of 101 units was approved by City Council on July 20, 2010. Sac Mutual is in the process of applying for other funding as well.

- Pioneer Investors, Heidrick II: The applicant has submitted an application to amend an approved Development Agreement and map for a portion or the Heidrick II site. **The DA Amendments were approved by City Council on December 14, 2010.**

- Cal West Investors Site: The applicant has submitted a revised application based on a determination by the WJUSD that they no longer require the Cal West Seeds school site. This opens up 10 acres of potentially available land and possibly minimized the more complex issues of the park relocation and commercial land use amendment. Project site: West of County Rd 101, north of Farmers Central future extension, east of Hwy 113. Staff and the consultant are continuing to work on identification and analysis of key issues. The applicant submitted a revised conceptual plan layout that has been discussed on a preliminary level. Development Agreements will be required for both property owners: Cal West Seeds and Cal West Investors. **The Specific Plan Amendment and Development Agreement was approved by City Council on December 14, 2010**.

Project: **Gateway II**

Phase: n/a **PM:** Norris/Consultant Planner C. Gnos

Description: The project site is currently located in Yolo County, south of the existing Gateway I center east of County Rd 102 and north of Gibson Rd. The project site encompasses approximately 154 acres in size and proposed a mix of retail and auto related uses. The current City of Woodland General Plan land use designation is Urban Reserve. The current Yolo County

Project: **Gateway II**

Zoning designation for the site is Agriculture (A-1). Surrounding land uses include the approved Woodland Gateway commercial center under construction in the City to the north, agricultural land in the County to the south, residential development in the City to the east, and the City Wastewater Treatment Plant to the west.

The proposed project includes an annexation, a General Plan Amendment to re-designate the site for General Commercial development, and a Prezoning of the site to General Commercial (C-2) in order to accommodate a future commercial development. In addition, a General Plan Amendment to modify the acceptable level of service from (LOS) from C to D for County Road 102 (CR 102) from Maxwell Avenue south to the City limits is also requested. The specifics of the commercial development are not in the project application. The Gateway II Draft EIR public comment period has been extended for an additional 45-day period. Comments will be taken through July 8, 2010. A public comment meeting will be held on May 20, 2010 at the Planning Commission meeting. Notices of the time extension and meeting date were mailed to all interested parties and published in the local paper.

Status: **(No Change)** Seventeen (17) comments have been received in addition to comments provided at the public meeting. Staff and the consultant are in the process of reviewing those comments and providing responses. Work on a Master Tax sharing agreement will be required**.** The City has met with the County and both agree on a scope and consultant. Staff is waiting for the applicant to fund further work.

Summary:
The build out assumptions made for the purposes of completing the environmental analysis include up to 808,000 square feet of retail, three hotels, one sit down restaurant, three fast food pads, 80,000 square feet of auto mall uses, and 100,000 square feet of office. Detailed project design approvals will be part of a subsequent application**.** Phasing of development is being evaluated.

A Notice of Preparation of an Environmental Impact Report for the project was released on October 2, 2009 and a public scoping meeting held on October 21, 2009 at 6:00 PM in the City Council Chambers. Approximately 20 individuals attended. Staff has continued to receive written comments from agencies and individuals regarding the project.

The City has hired an outside consulting firm, Raney Planning and Management, funded by the applicant, to prepare the EIR and manage the processing of the application in conjunction with staff, including the annexation request. Analysis in the EIR will include assessment of individual and cumulative impacts. Technical studies to be used in the Woodland Gateway II EIR include:

- Traffic
- Ambient Air and Noise
- Climate Change and Greenhouse Gas
- Biological Resources
- Cultural Resources
- Wastewater and Odor
- Water Supply
- Drainage and Flooding
- Urban Decay and Fiscal Analysis

Project: **Historic Preservation Commission (HPC)**

Phase: n/a **PM:** Planning Staff

Description: An appointed Commission for review and oversight of the City's Historic resources

Status: **Two new Historic Preservation Commissioners have been appointed: Mark Aulman and BJ Ford. The Commission will re-convene on February 16, 2011.**

HPC is currently working on a revised edition of Chapter 12A – Historic Resources of the City Code. The current ordinance has been under review for the year as the Commission responds to comments provided by the State Office of Historic Preservation (OHP). The ultimate goal of the HPC is to have a revised Historic Resources Ordinance and an updated Historic Resources Inventory making the City eligible for Certified Local Government (CLG) status through OHP. This project has been suspended due to reduced staffing.

Project: **Prudler Project (formerly known as Four Seasons - The Mall Expansion Site)**

Phase: n/a **PM:** Hanson

Description: The proposed project, approximately 38 acres, would include 247 single-family homes and a clubhouse facility to serve the active adult homebuyer 55 years of age and above. The project proposes to be a gated community.

Status: **(No Change)** The draft Initial Study and Mitigated Negative Declaration was released for 30-day review. The applicant has submitted a $15,000 payment on February 5, 2010 for the Fiscal Study. The study will be conducted by Goodwin Consulting Group. Staff is working on the environmental document, an Initial Study, and staff report. The project will go before both the Planning Commission and City Council. The applicant is requesting the following entitlements from the City of Woodland:

- General Plan Amendment to re-designate the site from General Commercial (GC) to Medium-Low Density Residential (MLDR);
- Spring Lake Specific Plan Amendment to modify the East Street cross-section for the segment south of the County Fair Mall to County Road 24A;
- Rezone of the project site from General Commercial Zone (C-2) to Duplex Residential Zone/Planned Development (R-2)(P-D) and adopt Planned Development Standards;
- Conditional Use Permit for development within a PD Zone; and
- Tentative Subdivision Map to subdivide a 38-acre site into 247 lots plus common area lots, which includes internal roadway and utilities necessary to serve the development.

Project: **Gibson/Ogden General Plan and Specific Plan Amendments to request removal of a proposed pedestrian/bike overpass and class 1 bike path between the High School and Woodland Community College.**

Phase: Application Complete **PM:** Norris

Project: **Gibson/Ogden General Plan and Specific Plan Amendments to request removal of a proposed pedestrian/bike overpass and class 1 bike path between the High School and Woodland Community College.**

Description: A tentative subdivision map to subdivide 14.47 acres into 77 single-family lots in the Southeast Area Specific Plan. This map application was approved by the Planning Commission on May 6, 2010.

Status: The property has been purchased by Pulte Homes. Site grading is currently underway. An initial application for Design Review for the Centex homes on Gibson Ogden was received, but is not complete. The applicant has indicated that they intend to present design ideas for discussion. In addition, the applicant has submitted a request to remove the proposed bikeway improvements and overpass. **This item was approved by the Planning Commission on October 21, 2011. A subsequent Design Review of the homes has been approved by Planning Commission. The plans have been submitted for the first round of plan check.**

Project: **General Plan Amendment for Removal of Deep Flooding Policy 8.B.3 from the General Plan Policy Document**

Phase: n/a **PM:** Sokolow

Description: Policy 8.B.3 was established in 2002 and prohibits development in areas subject to deep flooding (i.e., over four feet) unless adequate mitigation is provided. A recent City storm drain analysis determined that the original basis for the policy is no longer valid and the policy can be removed. Removal of the policy may allow a number of commercial projects to move forward with the projects being developed in a manner consistent with Federal and state flood regulations.

Status: The Planning Commission recommended approval of the General Plan Amendment at its regularly scheduled meeting of December 16, 2010 and **the City Council approved the amendment on January 18, 2011.**

REDEVELOPMENT

Project: **Downtown Multi-plex Theater**

Phase: Selection of Developer **PM:** Shallit

Description: Construction of a downtown 12-14-screen multi-screen theater on Main Street.

Status: **(No Change)** Staff returned to the Agency Board with a status report on December 14, 2010. Since Cinema West is proposing to build a new multiplex at 801 Main Street without the use of Agency subsidies, the Board agreed to suspend the RFP process pending the outcome of the CinemaWest project application. Staff was also directed to develop a plan to restore and reuse the State Theater.

Project: **New Woodland Courthouse**

Phase: n/a **PM:** Shallit/Sokolow

Description: Construction of 163,000 square foot courthouse at a cost of nearly $173 million to consolidate all of the court's operations at one location in downtown Woodland and increase the number of courtrooms to 16. The project will also include the provision of on- and off-site parking to support the new courthouse. The State Administrative Office of the Courts (AOC) is taking the lead for the courthouse portion of the project while the City/Redevelopment Agency is taking the lead for the property acquisition required by the project.

Status: **The purchase and sale agreement (PSA) for the sale of the court project site from the Agency to the State is expected to be considered by the State Public Works Board (PWB) at its March meeting. PWB approval of the PSA and separate approval by the RDA will allow the Agency to complete the sale of the court properties to the State. A supplemental agreement to the PSA will address the State's payment of $750,000 for the Well #1 replacement and the City's obligations for replacing the well and abandoning the existing well.**

Project: **Facade Grants**

Phase: n/a **PM:** Shallit

Description: Downtown storefront improvement program, which will award up to $30,000 in matching funds per applicant.

Status: Porter Building (501-511 Main St) – Cambridge Junior College began classes on the first floor of Porter in September 2010 and the improvements necessary for Cambridge to fully occupy the first floor are almost complete. The façade improvements are nearing completion. **Sanding and painting of approximately twelve window frames on the Main Street frontage of the building (second and third floors) remains as the only outstanding façade item.** The Agency approved a loan to the building owner in October 2010 through the Agency's Second Floor Retrofit Program to help the owner with the rehabilitation of the second and third floors as well as assisting with any remaining work necessary for Cambridge's full occupancy of the first floor.

Project: **Casa del Sol Mobile Home Park 621-709 East St.**

Phase: Construction **PM:** Shallit

Description: Rehabilitation of an approximate12.6 acre mobile home park. This project includes the construction and installation of improvements to infrastructure, including roads, water, and sewer, and the rehabilitation or acquisition of 156 mobile homes for very –low, low, and moderate income households. A new 15,000 square foot community center will also be built. Project costs for acquisition and rehabilitation total $16,628,113.

Status: **(No Change)** A new staff person at HCD has been assigned to the Casa Del Sol HOME loan application. A target date for the HOME loan closing of October 17, 2010 was missed and a new date will need to be set. The thirty (30) new coaches cannot be ordered from Skyline until the loan is approved.

Project: **SACOG Community Design Program, Woodland Downtown Streetscape Project**

Phase: n/a **PM:** Shallit

Description: Grant application to fund construction of streetscape improvements (landscaping, sidewalks, bulb outs, traffic signal, etc.) on Main Street between Third and East Streets.

Status: **(No Change)** In January 2010, the SACOG Board of Directors approved $915,000 in grant funds under the SACOG Community Design Program for the City's project. SACOG has not yet made a determination on when the funding will be available for the City's project.

Project: **Rule 20A Project (Undergrounding utilities)**

Phase: n/a **PM:** Sokolow

Description: The City's 17th Undergrounding Utility District would underground the overhead utilities on Dead Cat Alley between Third and Fifth streets. PG&E's Rule 20A Program provides funding (credits) to underground utilities in a community.

Status: **The City Council, at its February 1 meeting, approved the establishment of Underground Utility District 17 (Dead Cat Alley). The next steps are to notify the adjacent property owners as well as the effected utilities so they can begin designing their underground utility facilities.**

Project: **CDBG Administration**

Phase: n/a **PM:** Ross

Description: Preparing documentation and project monitoring for CDBG funded activities. Also includes the community application process for funding.

Status: The FY 2011 CDBG allocation is $630,540; the amount is approximately $50,000 more than last year's $581,852. The 2010-2011 CDBG Action Plan was approved on May 4, 2010. Staff expects to receive notice from HUD approving the 2010-2014 Consolidated Plan and FY 10 Action Plan shortly. The funds will be available July 1, 2010.

(No Change) Utility Assistance Program - The FY11 Action Plan allocated $15,000 to a Utility Assistance Program that will provide a $15 discount on the flat rate portion of eligible household's utility bills for up to three consecutive months. The household must be enrolled in PG&E's CARE or FERA program to be eligible in addition to other restrictions. Applications will be available on July 1, 2010 at City Hall and on the City website.

(No Change) Annually, the CDBG Program is required to monitor all CDBG Subrecipients. To date, staff has completed all subrecipient monitoring for FY 2010.

(No Change) TANA/Hispanic Arts and Culture Center — Rehabilitation of a building for a Hispanic arts educational program. There was difficulty incorporating both UCD and Federal

Project: **CDBG Administration**

construction requirements in the bid documents, but the bid package has now been approved by UCD's legal department and released. Twelve bids were received January 20, 2009. A pre-construction meeting was held on Tuesday, March 10th. Construction began March 16th. Construction with the exception of a couple small change orders is complete. Yolo County Housing handed the building over to the UC Davis Chicano Studies Department on August 25, 2009. A ribbon cutting/press event has been scheduled for Wednesday, December 9th at 10am. UC Davis is collecting the final grant closeout documentation from the contractor. It is expected the grant will be closed out by March 2010. The project manager found errors in the project's certified payrolls. The discrepancy is less than $400, however the process of contacting the employees and paying them the corrected wages has been lengthy. The CDBG program will not release the remaining grant funds until the wage amounts to the laborers are resolved.

(No Change) YADHC Building Safety – Project includes repairing/replacing walkway and re-roofing at Yolo Adult Day Health Center (20 N. Cottonwood). The Project site is in the floodplain. The eight (8)-step process is complete. SHPO has approved the project and the environmental is now complete. An invitation to bid was published on April 9th and a job walk was scheduled on April 14th. The roof is complete. The lowest bidder for the concrete work could not obtain a bond and the project manager has decided to re-bid the project. The project was re-bid and construction is now complete. The subrecipient is currently collecting its final paperwork to closeout the grant.

(No Change) St. John's Emergency Generator - Installation of an emergency generator at Stollwood Convalescent Hospital. The OSHPD review has been extremely lengthy. EPA has sent a notice that all interested parties were notified of the generator on October 7, 2009. St. John received OSHPD approval on November 30, 2009. The generator is estimated to take 90 days to build. The project is still experiencing delays due to OSHPD. Senator Wolk's office is now involved in getting this project to move forward. St. John's finally received OSHPD approval and the construction of the generator is finally underway. The generator is expected to be completed by the end of June. Final closeout of the project is expected by the end of July.

(No Change) CIP 08-06 Series Street Lighting – Design of the Series Street Lighting project (08-06) on Main Street from West to East Streets. It is expected at closeout that the grant will have $30,000 remaining; the CDBG Action Plan will be amended to reallocate these funds to another activity. On September 1, 2009, the remaining $30,000 was allocated to the City's Micro-loan Program. Due to changes in the project's design, the Engineering Division has requested that $15,000 from the 09-21 Series Street Lighting project be transferred to the 08-06 project. The project's revised grant amount is $46,101.

(No Change) CIP 09-21 -Series Street Lighting – Design of the Series Street Lighting project in the Gibson Area. The project's revised grant amount is $20,000 (see explanation above).

(No Change) Microenterprise Loan – Refrigeration Innovation is receiving a $30,000 loan from the City's CDBG Small Business Loan Program. Loan documents were signed on October 6th. With the help of this funding, the company will be releasing its newest product (an alarm system installed in refrigerators that alerts workers when temperatures get too high in the unit) next month and has secured a contract with a large grocery store chain to begin installation of their product early next year. The company has already requested 99% of its loan amount and will begin making loan repayments in April 2010. The first loan repayment was received. The new product was tested in two stores and has won 3 stores with Safeway for this year. The new product will be included in all new and remodel projects for Safeway in 2011. The new product also debuted in the largest Food Trade show in the U.S. in May at FMI 2010 Las Vegas. This debut is expected to increase sales and exposure of the new

Project: **CDBG Administration**

product and the company dramatically. There are two design flaws with the injection molds used to create the product. Therefore, new injection molds are required. Loan repayments have been suspended until January 1, 2011 to help Refrigeration Innovation complete the development of the new product.

(No Change) CommuniCare Peterson Clinic Design ($80,000) – CommuniCare has abandoned negotiations with Woodland Memorial Hospital after a viable agreement did not seem possible. CommuniCare is now looking at other options, including existing commercial sites or vacant land. CommuniCare has made an offer on another site and should finalize negotiations by December 2010.

(No Change) Yolo Community Care Continuum Supportive Housing Rehab ($90,200) – Some preliminary inspections for pest control and electrical are being conducted to prepare the scope of work. The environmental review is complete. YCCC has received one bid, but needs three bids per CDBG regulations. The project manager is working to obtain two more bids from general contractors.

(No Change) ADA Curb Ramps ($100,000) – The Engineering Division is designing and implementing this project**.** The project has been bid out and the notice to proceed will be released on July 6, 2010. SHPO approval was received in October 2010 and a notice to proceed will be issued shortly.

Project: **The American Recovery and Reinvestment Act/CDBG Administration**

Phase: n/a **PM:** Ross

Description: The American Recovery and Reinvestment Act allocated $1bill to the CDBG program. The City of Woodland will be receiving $154,946. The funds are to be used primarily for job creation and economic recovery type activities. In addition, 10% of the funds may be used for admin and 15% of the funds may be used for public service activities.

Status **(No Change)** The City has executed the grant agreement. All subrecipient agreements have been executed. The third report on CDBG-R was submitted on time. The next report will be due July 10th. To date, approximately $37,000 has been expended.

- ADA Improvement Project ($55,209) – the project is being combined with the 2009-10 project (see above).
- Homebuyer Assistance Program ($61,000) – All funds have been committed to homebuyers. One loan has closed.
- Foreclosure Prevention Project by Legal Services ($10,000) and Meals Program by the Yolo Wayfarer Center ($10,000) are proceeding as scheduled. The Vocational Assistance program ($3,242) by STEAC has not received the number of applicants that they expected. Staff is currently working with HUD to determine how to reallocate these funds to another activity.

Project: **Sale of Spring Lake Homes**

Phase: n/a **PM:** McLeod

Description: RDA's assistance with the sale of Spring Lake affordable homes.

Status: **(No Change)**

Developer	Unsold Units	Affordable Expiration Date On some units
Standard Pacific	**16**	

Staff met with Standard Pacific Homes to discuss the procedures for marketing and selling the homes for their project. The meeting included the sales team for the project, representatives of the marketing department, and their lender. The City's consultant NeighborWorks also attended to answer questions in regards to income certification of potential buyers. The first affordable permit is expected to be pulled in late February or early March 2011.

Project: **Inclusionary Housing Program**

Phase: Ongoing **PM:** McLeod

Description: These are affordable housing units made available for sale under the requirement of homes for low and moderate-income families.

Status: **Staff met with representives from Pulte Homes in regards to their Starlyn Park Project. The purpose of the meeting was to discuss ways to assist in the marketing of the units. They have eight (8) affordable units at this project and the first permit is expected to be pulled in Spring of this year.**

Project: **Rochdale Grange**

Phase: Construction **PM:** McLeod/ Luevano

Description: Construction of a 44-unit very-low income apartment complex by Neighborhood Partners in Spring Lake. The land was dedicated to the project by Reynen and Bardis to fulfill a portion of their Inclusionary Housing requirement in Spring Lake. The main funding source for the project is a $4 million HOME grant.

Status: **The project is 78% complete. Buildings have been completed. Interior work such as some framing, drywall, painting, and installation of cabinets &fixtures are underway. Site work is nearly completed as well.**

BUILDING

Project: **Farm Credit West**
Phase: Construction **PM:** Luevano

Description: New Bank
Status: **A Certificate of Occupancy was issued on January 28, 2011.**

Project: **Porter Building/Cambridge College Tenant Improvement**
Phase: Construction **PM:** Luevano

Description: Seismic Retrofit/Tenant Improvements

Status: **(No Change)** Cambridge College is now holding classes at the Porter Building Monday through Friday with approximately 90 students attending, while work on the building continues.

Project: **Marias Cantina**
Phase: Construction **PM:** Luevano

Description: Restaurant Remodel

Status: **(No Change)** Project is currently at framing stages of construction.

Project: **Rochdale Grange**
Phase: Construction **PM:** Luevano

Description: 44 unit apartment complex

Status: Buildings A through H are at drywall or finish stages of construction. **The remaining buildings J & I are scheduled for frame inspection the week of February 7, 2011**

Project: **Red Robin Restaurant**

Phase: Construction **PM:** Luevano

Description: Restaurant

Project: **Red Robin Restaurant**

Status: **Project is currently at drywall and stucco stages of construction. Final target date the completion is scheduled for March 18, 2011.**

Project: **Speed Oil Change and Tune-up**

Phase: Construction **PM:** Luevano

Description: Automotive Repair

Status: **(No Change)** CMU block construction has been completed and the interior framing is under construction. Final target date for completion is scheduled for March 18, 2011.

Project: **Plan Review**

Phase: n/a **PM:** Essenwanger/Hanson

Description: Projects currently being plan checked in CDD's Building Inspection division.

Status: The following *large scale* projects are currently in plan review:

1. The Woodland Opera House has been tentatively approved pending proposal and approval of revised gas meter location and backflow preventer location.
2. **Standard Pacific Parkside subdivision Master Plans 1, 6, 7 & 8 have been resubmitted and approved.**
3. **Wal-Mart Fuel Cell Project at 1720 E. Main Street has been resubmitted with additional revisions for the third time.** Plans are awaiting plan review.
4. **Sun Foods Rice Flour Processing Plant at 420 N. Pioneer Avenue has been resubmitted for the second plan review and is in queue for plan check. A foundation-only building permit has already been issued for the project.**
5. **Pulte-Centex Starlyn Park Master Plans 1, 2 & 3 have been resubmitted for second plan review and are being approved.**
6. **Yolo Transportation New Administration Building, Remodel of Existing Buildings and Site Improvements project at 350 Industrial Way has been reviewed and comment letter written pending coordination with other departments.**
7. The Target Distribution Center expansion project at 2050 E. Beamer Street Grading Permit was issued. We are awaiting submittal of building plans for the approximate 367,000-ft^2 expansion to the existing building.
8. **Panda Express Restaurant Tenant Improvement plans at 2031 Bronze Star Drive have been submitted for initial review and are in queue for plan check.**
9. **Plans for a new covered pedestrian walkway connecting buildings at Woodland Memorial Hospital at 1325 Cottonwood Street have been submitted for initial review and are in queue for plan check.**
10. **La Superior Mercado Deli and Creamery Tenant Improvement plans were submitted for second review and have been approved.**

Project: **Plan Review**

11. **City of Woodland Parks and Recreation Clark Field Storage Building has been resubmitted for second plan review and approved.**
12. **New Agriform 54,000-ft2 Storage Building at SE corner of State Hwy 113 and County Road 18C has been submitted for initial review and is in queue for plan check.**
13. **Master-Plans for Solar Photovoltaic systems for Pulte/Centex/Starlyn Park and Standard-Pacific/Parkside subdivisions have been submitted, reviewed, and initial comments issued to the applicant.**
14. **Starbucks Coffee has submitted plans for a new Starbucks at the Gateway Shopping Center. The permit packet is currently being routed.**

Project: **Code Enforcement**

Phase: n/a **PM:** Dennis

Description: Major code enforcement efforts.

Status: **(No Change)**

ONGOING CASES

1. From October 8, 2010 to November 8, 2010 67 calls for service received, 51 cases opened, and nine (9) calls for substandard conditions (previously handled by Yolo County Environmental Health Department).
2. 521 Sunset – Illegal accessory buildings/structures/patio covers built without permits. Door hanger left.
3. 1615 Sixth St. – Inoperable vehicle (RV) with expired tags and sitting on flats located in driveway.
4. 75 W. Court Street (Q Shack) - Vacant commercial property with tall weeds and junk/debris accumulation. Call placed to listing agent.
5. 111 Main Street – Old Long John Silvers, vacant foreclosed building. Transient camp, junk, and debris accumulation.
6. 601 Main Street (Unit 304) – Substandard conditions, lack of hot water.
7. 555 Matmor – (Cross Road Village Apts.) Garbage accumulation in dumpster enclosures, A/C unit hanging from window.
8. 700 Springdale Drive – Foreclosure, junk/debris accumulation.
9. 601 Main Street (Capital Saloon) – Hours exceeding 10:30 pm requires a conditional use permit.

RECENTLY RESOLVED CASES

1. 648 Denise Drive – Junk and debris accumulation in front yard and driveway area. Administrative citation (warning) given, expires 8/16.
2. 175 Muir Street – Unsecured vacant home with broken back windows and sliding glass door. The interior of the property has been vandalized. Notice sent to bank.
3. 680 Thomas Street – Vacant foreclosed property with tall weeds and blight. Weeds have been removed and property cleared of all debris.
4. 428 Walnut Street – Substandard building (barn) has been demolished and all debris cleared from lot.
5. 976 Nelson – Tuffshed accessory building has been removed from driveway.
6. 335 Quail Drive – Inoperable vehicles in driveway have been removed from property.

Project: **Code Enforcement**

7. 174 Cleveland Street – Illegal camping on property has stopped and debris has been removed.
8. 1120 Gum Ave – Illegal residence in commercial building, inspected premise and verified and confirmed no residency.

ONGOING ISSUES

- Foreclosure monitoring: currently 398 foreclosures within city limits.
- Business license inspections and violations.

ENGINEERING

Project: **Spring Lake Implementation**

Phase: n/a **PM:** Pollard/ Fong

Description: Proposed development will be comprised of approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, about 34 acres of parkland, and over 100 acres of major streets and roads. Overall, residential density will equate to about 6.1 units per acre. The Plan will result in build-out to accommodate approximately 11,270 residents.

Status: Staff is working on facilitating various developments in Spring Lake from the first and second release.

Project: **Pulte/Centex/Beeghly**

Phase: n/a **PM:** Pollard

Description: Residential Subdivision on Beeghly Ranch Property.

Status: **(No Change)** Staff and City Attorney working to resolve issues with Breach of Development Agreement City attorney working with Centex's attorney to draft amendment. Staff is also working on property acquisition and Quiet title action. The City put a demand letter on Centex and after meeting with Pulte, the City has since put the demand in abeyance. Additional meetings are needed with Pulte, the Attorneys, and City Staff.

Project: **On Site Civil Improvements**

Phase: Plan Check **PM:** Weichel

Description: Various projects in for plan check.

Project: **On Site Civil Improvements**

Status: **(No Change)** 2011: Three (3) Plan Checks in Process.

Project: **Encroachment Permits**

Phase: Application Processing **PM:** Weichel

Description: Permitting for minor improvements within the public Right of Way.

Status: **Seven (7) issued and four (4) in process**.

Project: **Solara Ranch**

Phase: Pre Submittal **PM:** Fong

Description: 94 Residential units within (DR Horton) within Spring Lake

Status: **(No Change)** Had pre-submittal meeting at the request of the developer.

Project: **Gibson & Ogden**

Phase: Final Map/Construction of Improvements **PM:** Fong

Description: Residential Subdivision in the Southeast area.

Status: **All construction of public improvements is complete. Staff is scheduling improvements for acceptance.** Final map approved and recorded. Staff is working on reimbursement agreement requests.

Project: **Miekle/Banks**

Phase: Pre Construction **PM:** Fong

Description: Extension of Miekle Avenue and Banks Way within the Spring Lake Area

Status: Hardscape has been completed. Staff is preparing landscape plans and reviewing & processing payments. **Staff is also preparing Reimbursement Agreement for SLIF credits.**

Project: **Pioneer Village – Unit 1 (AKA: Merritt Murphy)**
Phase: Plan Check **PM:** Fong

Description: Residential Subdivision in Spring Lake.

Status: **(No Change)** Applicant has resubmitted improvement plans, preparing to update plans and check improvements.

Project: **Standard Specification Update**
Phase: Completed **PM:** Karoly

Description: Updating Engineering Standard Specifications to reflect current desires and practices.

Status: **Staff is preparing an Addendum No. 2.**

Project: **Gateway II**
Phase: Preparing Environmental Document **PM:** Pollard

Description: Annexation of approximately 150 acres east of Road 102 for commercial development.

Status: **Assisting consultant in response to comments and reviewing Development Agreement items.**

Project: **Prudler Sievers (formerly known as Four Seasons - The Mall Expansion Site)**
Phase: Tentative map **PM:** Pollard

Description: 38 acre Residential senior housing sub division south of the County Fair Mall.

Status: **Prepared revised comments and met with applicant to discuss fees.**

Project: **Cal West Seeds**
Phase: Tentative Map 4991 **PM:** Pollard

Description: 109 SFD map plus R-15 site

Status: **Staff is reviewing application for preliminary comments and completeness.**

Project:	**Final Map Processing**
Phase:	Processing final Maps — PM: Hatch
Description:	Processing final Parcel Maps or Sub Division Maps for recordation and division of land
Status:	**(No Change)** One (1) Subdivision Map in Process.

Project:	**Transportation Permits**
Phase:	Permit Issuance — PM: Hatch
Description:	Receiving Requests, Processing, and issuing oversized truck permits
Status:	**2011: 21 issued**

Project:	**Sub Division 4675 Parkside**
Phase:	Final Map and Plan Submittal — PM: Fong/Pollard
Description:	Final map for a subdivision located in the Spring Lake with 162 Residential lots and over $7 million in public improvements.
Status:	Construction underway with improvement agreement. **The Final map is being phased with 42 lots. Staff is working with the off-site property owner to allow for completion of Sports Park Drive and East Street intersection.**

Project:	**Knaggs Annexation II**
Phase:	Annexation — PM: Pollard
Description:	Annexation of approximately 160 acres near East Main Street and Road 102.
Status:	**(No Change)** Flood modeling, scoping traffic study, and utility studies have been completed.

Project:	**New Woodland Partners**
Phase:	Zoning and Annexation — PM: Pollard
Description:	Zoning and annexation of approximately 22 acres east of Gateway
Status:	**(No Change)** The project was denied by the Planning Commission and is now awaiting result of appeal to City Council.

Project:	**Heidrick II**
Phase:	Final Map — PM: Fong/Pollard
Description:	Final of 69 lots on the Heidrick tentative map in Spring Lake.
Status:	**(No Change)** Applicant has requested plan review prior to map submittal. Plan review has been completed and returned to applicant. Draft agreements have been prepared for prospective buyer. Prepared revised conditions for Development Agreement Amendment. Staff is reviewing the second submittal of improvement plans.

Project:	**Parkland Landscape Design**
Phase:	Landscape Design for Parkland — PM: Fong
Description:	Landscape plans for Parkland Avenue between Heritage and Marston between Parkland and Road 101
Status:	**(No Change)** Waiting for re-submittal of plans.

Project:	**Widening Pioneer Avenue (CIP 09-24)**
Phase:	Design — PM: Fong
Description:	Widening Pioneer Avenue between Gibson Road and the Pioneer HS main entrance.
Status:	**(No Change)** Staff is reviewing revised plans.

Project:	**Road 25A (CIP 09-25)**
Phase:	Road Rehabilitation — PM: Fong
Description:	Overlay and widening to standard width of 24 feet plus shoulders.
Status:	**(No Change)** Received funding for design from Pulte Homes and executed contract for services with Cunningham Engineering Corporation. Environmental document being prepared by consultant.

Project:	**Extending Pioneer Avenue (CIP 09-27)**
Phase:	Design — PM: Fong
Description:	Extending two lanes of arterial road from Farmers Central Road to Heritage Parkway.
Status:	Plans have been submitted and are under review. **Staff has contacted property owners and staff estimates that a purchase agreement will go to Council in March 2011.**

Project:	**Capital Projects**		
Phase:	Pre-Design, Design, Bidding, Construction	**PM:**	Ayon, Brant, Burnham, Camacho, Chavez, Fisher, Heath, Karoly, Meyer, Scott, Sharp, Weiser, Wurzel
Description:	Capital Projects		
Status:	**(No Change)** Capital Improvement Project Execution **-** Engineering staff is managing/designing 34 active projects (FY 10/11 budget = $24 million) and assisting with PW managed CIPs. For detailed summary of all Capital projects, please see the separate document “CDD Capital Project Status Report.”		

Project:	**Development Projects Under Construction**		
Phase:	Construction, Warranty	**PM:**	Heath
Description:	Development Projects Under Construction		
Status:	Major developments under construction: • Parkside (south of Matmor, east of East Street, north of Community & Senior Center) – **completing street construction and public utilities.** • Starlyn Park (west of Odgen, south of Brannigan, north of Gibson) – **completed and scheduled for Council acceptance on March 1, 20011.** • Southerly extension of Miekle to Banks includes portion of Banks– **completing street construction and public utilities.** Encroachment Permit Inspection –One (1) 2008 permit still active; nine (9) 2009 permits still active. **Six (6) 2010 permits are still active; six (6) permits issued thus far in 2011.**		

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Capital Budget Execution Status Report – Community Development Managed Projects

Report in Brief

The procedures approved with the Capital Budget authorized the City Manager to award design/consultant service contracts and to issue Invitations for Bid for construction contracts within approved scope and budget. A Capital Budget Execution Status Report is attached showing recent actions taken relative to the Capital Budget for projects managed within the Community Development Department. Projects managed by Public Works are included with their monthly report.

Staff is available to address any questions Council may have.

Prepared by: Michael Karoly, PE
Sr. Civil Engineer

Reviewed by: Brent Meyer, PE
Principal Civil Engineer

Reviewed by: Paul Siegel
Deputy Director CDD

Mark G. Deven
City Manager

Attachment: Capital Budget Status Report

MILESTONE EVENTS

EECBG, CIP 09-26	**RFP released to purchase LED Street Light fixtures**
New Elevated Water Tank, CIP 07-49	**Council acceptance on March 1st.**

ADMINISTRATION

Project: **Engineering Standards**

Phase: **Admin** **PM:** Karoly

Description: Preparing an update to the Engineering Standards to **adopt LED Street lights as the City street lighting standard, update pavement surface seal specifications and a few other misc. changes.**

Status:

- **Draft Addendum in process.**
- **Council Subcommittee will discuss adopting LED lighting standard on Feb. 15th.**
- **Council will consider approval of LED lighting standard in April concurrently with award of LED Light purchase (CIP 09-26)**
- **Addendum #2 will be issued in spring 2011.**

DETAILED PROJECT LISTING

Project: **97-24, Interstate 5 & County Road 102 Interchange Improvement**

Phase: Construction **PM:** Ayon

Description: This project consists of the construction of a southbound I-5 on-ramp, modifications to the existing on-ramps and off-ramps, widening CR 102 from two to four lanes between the NB ramp terminal and the SB ramp terminal, and widening CR 102 to six lanes from the SB ramp terminal to Maxwell Avenue.

Status:

- Council awarded construction contract on June 29, 2010.
- Contractor started work during August 2010 and construction completion is expected in **fall** 2011.
- **Completed paving two lower lifts on CR 102 widening; completed paving one lower lift on the new I-5 on-ramp; scheduling the second pavement lift for the on-ramp dependent on weather and coordination with Caltrans for an I-5 lane closure;**
- **B**ridge work **has** beg**un since** the embankment **settlement period is done; started pile driving for the foundations**.

Project: **98-01, Matmor and E. Gum Traffic Signal**

Phase: Design **PM:** Camacho

Description: Install a new traffic signal at the intersection of E. Gum and Matmor. The project is a CEQA requirement of the Parkside development project. Project will install turn pockets and make any needed ADA improvements

Status:

- Traffic Engineering staff is evaluating the layout of the parking restriction.

Project: **00-04, Lemen, North and East Streets Realignment**

Phase: Design & RW **PM:** Ayon

Description: This is a Federal Aid project to realign Lemen Avenue opposite North Street, install a traffic signal, and construct a median on East Street at Court Street to prevent left turns to and from Court Street. Signal interconnects between Main Street and North Street will be included.

Status:

- Right of Way acquisition: land acquisition is complete. **Caltrans reviewed and approved the Report of Investigation and Notice to Owner for the Yolo Telecom fiber line in conflict with the project. Yolo Telecom plans to relocate the fiber line by the end of March 2011.** Coordinating with the railroad to obtain **required** agreements**. R**equesting Right-of-Way Certification from Caltrans **while in process of obtaining the required railroad agreements**.
- Railroad: **Received the Wireline Crossing Agreement from the railroad for the City's review, coordinating with the railroad to prepare a Synchronization Agreement, met with PUC and the railroad regarding PUC General Order 88-B required application.**
- Completing design documents.
- Undergrounding District: Wave Broadband completed their undergrounding construction. ATT is substantially complete except for one crossing of East Street which requires customer coordination for shut-down and switch over.
- Construction of roadwork is expected to begin during summer 2011.

Project: **00-06, I-5 and Highway 113 Interconnect, Phase 2**

Phase: Design **PM:** Ayon

Description: This project includes the construction of the freeway to freeway connector from northbound I-5 to southbound SR 113. This project is being designed and managed by Caltrans.

Status:

- Design is substantially complete.
- Caltrans is managing Right of Way acquisition and utility relocation; 4 parcels left to acquire for right-of-way and utility relocations. See Project No. 08-20 for city utility relocation work caused by conflicts with this project.

Project: **01-01, County Well Acquisition**

Phase: Pre-Engineering **PM:** Karoly

Description: The City is pursuing purchase of the County Water Well at the Monroe Detention Center. The well will provide capacity for development and serves as a back-up well for the City.

Status:

- **Preparing cost-benefit analysis of well project for staff review and discussion.**
- **After refinement of cost-benefit analysis, meet with county staff to discuss and confirm project purpose. Subsequent steps dependent on results of county discussion.**

Project: **01-04, Traffic Model Update**

Phase: Pre-Engineering **PM:** B. Meyer

Description: The project includes an update of the City's Traffic Model to reflect changes due to development, and zoning of new growth areas and the update of the Streets Master Plan to address changes in growth, zoning, and the general plan update.

Status:

- Council approval is planned for **summer** 2011.

Project: **03-25, Springlake Fire Station**

Phase: Land **PM:** Johnson

Description: Acquire property (1 acre), improve site and construct neighborhood station with two bays to protect southeast corner of city. (Spring Lake Specific Plan Area).

Status:

- Design was completed based on prior Building Code; Design update required prior to bidding at future date to be determined.
- Land acquisition will continue with additional funds in FY 10/11.

Project: **05-09, Main Street widening (west bound), East to 6th Streets**
09-18, East & Main Storm Drain Deficiency Replacement/Repair

Phase: Construction **PM:** Chavez

Description: The 05-09 project will widen the north side of Main Street from East Street to Sixth Street by widening to allow two lanes of westbound traffic through the intersection.

The 09-18 project will construct new 18” storm main crossing of RR tracks to replace one of two 6” pipe crossings.

Status:

- Continuing coordination with railroad for roadway portion of improvements; process was initiated prior to bid. Making minor modifications to plans based on UPRR comments.
- City Manager awarded the contract with a delay of construction until spring 2011 since the upcoming winter will likely cause weather delays.

Project:	**05-27, Springlake Neighborhood Park N2 (Jack Slaven Park)**
Phase:	Completed **PM:** Burnham
Description:	Development of a new 8-acre neighborhood park, which will include grading, drainage, play apparatus, turf areas, picnic area, restroom building and acquisition of land.
Status:	• Park opened to the public on May 4th**, 2010.** • Permit issued for chemical storage structure. Will finalize contract change order after council action. Scheduling Feb. 15 Council approval to extend construction contingency. • Contract acceptance delayed until chemical storage room is constructed.

Project:	**06-09, SCADA System – Water**
Phase:	Construction **CM:** Heath
Description:	Construction of a centralized control system for water system operational efficiencies.
Status:	• CDD staff will be assisting PW staff with construction management duties. • See PW Monthly update for detailed report.

Project:	**07-49, Water Tank Replacement**
Phase:	Completed **PM:** Heath
Description:	A tank assessment report indicated that the elevated tank is unsafe due to seismic concerns. The tank was constructed in 1952 and is not in compliance with existing building code for seismic safety. The tank is at the end of its designed useful life. The tank's age renders it too old for retrofit which would be more costly than a new tank. This project would study other tank sizes and types to accommodate future City growth and needs.
Status:	• Project is scheduled for Council acceptance as complete on **March 1st**

Project:	**08-06, Series Street Light Replacement, Phase 1**
Phase:	Construction **PM:** Chavez
Description:	This project will replace old "series" type street light wiring and install new lights. The first phase segments are on Main Street from West Street to Elm Street and from 3rd Street to 6th Street. Project extents will match existing street lighting circuitry.
Status:	• Construction contract awarded by Council award on June 29, 2010 to Tennyson Electric. • Construction **was completed in late** January. • **F**inal inspection **will be completed in February;** Council **a**cceptance **scheduled for April**.

Project: **08-20, I-5/SR 113 Utility Relocation**

Phase: Design **PM:** Burnham

Description: Relocate water and sewer mains impacted by future construction of the I-5 to SR-113 loop connector (n/b to s/b).

Status:

- Caltrans is concentrating efforts and funding on relocating PGE High Tension lines. This project work is on hold until additional funding is allocated to the project.
- Project work to be filed for future completion.

Project: **08-58, Downtown Beautification**

Phase: Design **PM:** Karoly

Description: Enhance downtown's role as the government, dining, entertainment, cultural and retail/specialty center of the community. Also preserve, as appropriate, historic architectural features. Project limits are Main Street from East Street to Third Street. Possible improvements include curb bulb-outs at intersections, traffic signal at 5th and other features as appropriate or affordable. Applying for a SACOG 2010 Community Design Grant.

Status:

- SACOG has awarded the grant funding to the City for the Federal Fiscal Year 2015. Staff intends to design the project in FY 2011 so that the project will be eligible for advance funding if it becomes available.
- Consultant obtaining field survey data for design.

Project: **09-21, Series Street Light Replacement, Phase 3**

Phase: Pre-Engineering **PM:** Chavez

Description: Perform preliminary engineering (scoping) and design to replace the existing series street lighting in the Gibson-College circuit. Develop construction cost estimate for future funding and/or grant applications.

Status:

- A consultant contract has been executed with M. Neils Engineering to investigate existing conditions; prepare base maps for design purposes and assist staff with plan for street light circuitry conversion process.
- **City staff investigating locations of lighting conduits.**

Project: **09-22, Water Meter Phase 2**

Phase: Construction **PM:** Heath

Description: Grant funded project to install water meters on existing unmetered water services throughout the city. Project design was managed by PW; Construction is managed by CDD. Grant is primarily funded by American Reinvestment and Recovery Act (A.R.R.A.) funds.

Status:

- Work started on September 28, 2009; anticipate completion in January 2012.
- The contractor has completed approximately **<u>5,000</u>** meter conversions out of <u>8,020</u> total meters in the contract.
- PW staff is working with various homeowner associations to determine metering and billing details for condominiums.

Project:	**09-24, Pioneer Avenue Widening from Gibson Avenue to Farmers Central Road**
Phase:	Design **PM:** Fong
Description:	Widen Pioneer Avenue to ultimate width (4 lanes) from Gibson to the future Collector 4 intersection (also High School entrance). Includes installing Traffic Signal at Pioneer/Collector 4, transitioning from full width road section north of Collector 4 to the existing two lanes south of Collector 4, and related sewer and storm drain improvements.
Status:	• Project is under design; construction delayed until funding is resolved.

Project:	**09-25, County Road 25A from County Road 101 to State Highway 113**
Phase:	Design **PM:** Fong
Description:	Pavement rehabilitation and widening of County Road 25A between Highway 113 and County Road 101. Final configuration will be a 2-lane roadway.
Status:	• Design funding provided by Pulte (Centex) in January 2010. • Project is under design

Project:	**09-26, Energy Efficiency Community Block Grant (A.R.R.A.)**
Phase:	Pre-Design **PM:** Karoly
Description:	Purchase and install LED Street Lights to replace existing HPS lights. The funding for this project is Federal Economic Recovery Act (A.R.R.A.).
Status:	• **Request for Proposals to purchase LED Street light released on Feb 4. Proposals due on Feb 25.** • Anticipate Council approval of LED light purchase in **April**.

Project:	**09-27, Pioneer Widening from Farmers Central Road to Heritage Parkway**
Phase:	Design **PM:** Fong
Description:	Construct 2-lane interim 2-lane roadway, including street lighting, along Pioneer Avenue, south of Farmer’s Central Road to Pioneer/Parkland to Parkland/Heritage Parkway, to provide better connectivity within Springlake area.
Status:	• Design is nearly complete; awaiting RW dedication prior to finalizing plans and specifications. • Anticipate construction during **summer** 2011. • Negotiating with property owner for right of way dedication.

Project: **10-01, Irrigation Rehabilitation Phase 2**

Phase: Pre-Design **PM:** Karoly

Description: This project will upgrade existing irrigation systems to conserve on energy and water use. Proposition 50 Grant funds must be spent by December 2012. Project work includes installing centralized irrigation control, booster pumps, replacing in-ground irrigation systems and turf repair/replacement.

Status:

- **State DWR is reviewing overdue Quarterly Reports for 2008. Upon receipt of review comments, staff will invoice the State for Proposition 50 funds expended in 2008 and 2009 on CIP 07-18, Camarena Park.**
- Preparing plans and specifications for Phase 1 work (2011) to include complete replacement of the irrigation systems at City and Harris Parks, installation of new booster pumps and centralized controllers at Cline, Douglass, and Schneider Parks and installation of controllers at Woodside, John Ferns, Crawford, Pioneer Klenhard and Campbell Parks. This work will be constructed during **summer** 2011.
- Phase 2 (2012) work will include complete replacement of the irrigation systems at Beamer Park (& Circle), Freeman, Tredway Parks, and Buchignani Field (depending on budget since County owned), and installation of controllers at Everman, Clark Field, Roddy, Traynham, Streng Pond and Woodland Cemetery. This work will be constructed during **summer** 2012.

Project: **10-06, 2010/11 ADA Improvements**

Phase: Design **PM:** Camacho

Description: Project will re-construct ADA required improvements such as curb ramps, driveways and sidewalk to improve existing pedestrian paths of travel in the public right of way.

Status:

- Design is currently underway
- Bidding and construction is anticipated for Spring 2011

Project: **10-07, East Kentucky Rehab (East to Harter)**

Phase: Design **PM:** Burnham

Description: Project will rehabilitate E. Kentucky from East Street to Harter Avenue; including adding bike lanes to close the bike system gap on Kentucky. The project will reconstruct the pavement, valley gutters and curb. This project is Federal-Aid funded by SACOG in 2013. Local funds are being used for design.

Status:

- Retained consultant to obtain topographic survey for design.
- Retained consultant to investigate pavement condition and prepare rehab recommendations.

Project: **10-09, Gibson Ranch Landscaping; Spring Lake Ct. & Bourne Dr.**

Phase: Design **PM:** Karoly

Description: Install landscaping along the south side of Spring Lake Court and at the north end of Bourne Drive. These improvements are the last remaining portions of landscaping in the public right of way to be completed in the Gibson Ranch development.

Status:

- Construction will be coordinated with the Parks Irrigation Rehab (10-01) project.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Fire Department Monthly Report for December 2010

Report in Brief

The Woodland Fire Department's Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council. This report summarizes four specific areas of the Fire Department's operation: Overtime, Incident Response, Fire Prevention and Training. This year, the Fire Department updated its Monthly Status Report format to include a wider variety of information. The report is formatted by division (Administration, Operations, Fire Prevention and Training) and covers the key projects and/or activities for the month.

Attached for the City Council's review is the Fire Department's Monthly Report for December 2010.

Prepared by: Shannon Collins
Management Analyst

Reviewed by: Rick Sander
Interim Fire Chief

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Mark G. Deven
City Manager

Woodland Fire Department Monthly Status Report
Summary – December 2010

(The Woodland Fire Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.)

	Previous Month	Current Month	Difference (+ increase/- decrease)
Cost of Overtime			
(Operations Overtime is attributed to a reduction of 15 Line Staff)			
Maintain Minimum Staffing	$72,290.47	$73,593.73	$1,303.26
Call Back Staffing	0.00	$1,444.68	$1,444.68
Total	**$72,290.47**	**$75,038.41**	**$2,747.94**
Strike Team (reimbursable, and **not** included above)	N/A		
Total Incident Responses			
Fire	11	8	-3
EMS/Rescue	262	255	-7
Hazardous Condition	13	5	-8
Public Service	38	40	+2
Good Intentions	49	37	-12
False Alarms	18	30	+12
Total	**391**	**375**	**-16**
Mutual/Auto-Aid/Strike Team	3	9	+6
Concurrent Incidents	122	107	-15
Fire Prevention			
Commercial Inspections	7	12	+5
Plan Reviews	7	14	+7
Business License Inspections	3	3	0
Permitted Inspections	75	101	+26
Residential Inspections	6	5	-1
Resale Inspections	12	12	0
Engine Company Inspections	47	26	-21
Total	**157**	**147**	**-10**
Weed Abatement	0 hours	0.5	0.5
Fire Investigations	0 hours	3	+
Pub Ed Events	0	0	0
Training Hours	694	633.5	-60.5

Department Highlights:

- The Woodland Fire Department Annual Fire Department vs. Woodland Police Department football game that supports a can food drive for the holidays.

DIVISIONS

ADMINISTRATION:

<u>*Emergency Management*</u>

- No new activities in this area

OPERATIONS:

<u>Incident Activity</u>

The WFD responded to a total of **375** incidents in December. They included:

- **8 Fires**, for a current annual total of **187.** The **8 fires** included:
  - **4** building/cooking fire, chimney, fire other
  - **2** passenger vehicle fire
  - **2** dumpster, outside rubbish, trash fires

- **255 EMS/Rescues**, for a current annual total of **3,025.** The EMS/Rescues included:
  - **42** Calls requiring medical assistance
  - **11** EMS calls, cancelled en route or on scene
  - **172** EMS Calls for people with injuries
  - **12** vehicle accidents with injuries
  - **17** motor vehicle/pedestrian accidents with or without injuries
  - **1** search for person on land

- **5 Hazardous Conditions,** for a current annual total to **119.** The Hazardous Conditions included:
  - **3** toxic conditions, oil or chemical spills, gas leak, hazardous conditions, other
  - **2** electrical wiring, arcing, shorted electrical equipment

- **40 Public Service** Calls, for a current annual total of **441.** The Public Services Calls included:
  - **2** calls to assist police or other governmental agencies
  - **13** calls for public service
  - **7** invalid public assistance calls
  - **13** cover assignment, standby, move up, water evacuation
  - **2** water or steam leak
  - **3** lock-out or service call, other

- **37 Good Intentions** calls, for a current annual total of **548.** The calls included:
  - **21** calls that were cancelled en route or CAD error
  - **9** no incident found on arrivals
  - **4** Steam, smoke, odor of smoke, barbeque, authorized burning
  - **3** good intent call, other

- **30 False Alarm** calls, for a current annual total of **268.**

<u>Concurrent Incidents:</u>

These are incidents that come in simultaneously where apparatus and companies (a crew consisting of a Fire Captain, Engineer, and Firefighter) are either all committed to the same incident, or committed to separate incidents at the same time called **concurrent incidents.** Concurrent incidents occur as:

- **Single-engine calls**, (i.e., medical aids, investigation of a fire alarm sounding, lift assists, etc)
- **Multi-company calls** where more than one engine is committed to the same incident (i.e., high hazard calls such as structure fires, vegetation fires, highway incidents, rescues, hazardous materials releases, traffic accidents requiring extrication, or mass casualty incidents).

This month, our response time average for getting an initial fire engine on-scene is **6:02 Minutes** for fires and **4:47** for emergency medical services (EMS) calls.

NOTE: ***Delays in response times occur when we don't have fire stations located within a 1.5 mile driving distance from all locations within the City (i.e., Spring Lake development), and when concurrent incidents occur where the primary response engine to a particular location is already committed to an incident and another unit farther away must be dispatched to the call.***

The breakdown of **concurrent incidents** for December is:

2 companies committed simultaneously	=	73 times
3 companies committed simultaneously	=	15 times
4 companies committed simultaneously	=	16 times
5 companies committed simultaneously	=	3 times

[1] *The Woodland FD staffs four companies so any incident requiring more than 4 companies must include neighboring fire departments through automatic-aid or mutual-aid agreements.*

The Woodland FD received **375** calls for service in December with **107** being Concurrent Alarms = **28.6%** of the time. There were **1,668** concurrent alarms in 2010 out of **4,583** total calls meaning 36.39%, or almost 1 out of every 4 calls would commit two or more fire units simultaneously.

Concurrent alarms prevent the fire department from responding all on-duty firefighters adequate staffing and resources to a structure fire or other major incident that would be heavily dependent on firefighter manpower at the scene to accomplish required tasks. We must then rely on recalling off-duty Firefighters and/or requesting allied agencies to assist us with additional calls (both of which are slow) and then we fail to meet our 4-minute response time standard. In the meantime our strategy and tactics must change to maximize firefighter safety at the risk of public safety and property conservation.

Automatic or Mutual Aid:

Automatic Aid is provided to another agency through formal agreement and occurs automatically on **significant events** without any special request. The agencies we participate in automatic aid with are Davis, Dixon, UC Davis, West Sacramento, Rumsey Rancheria and the volunteer fire departments of Willow Oak, Yolo, and West Plainfield.

Mutual aid occurs when fire departments provide help to one another upon special request when a **significant event(s)** (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

Total Number of Aid Given/Received Incidents in **December: 9**

Aid Received: **5**

- **3** Davis Fire Department
- **1** Willow Oak Fire Protection District
- **1** Yolo Fire Protection District

Aid Given: **4**

- **1** Davis Fire Department
- **2** Yolo Fire Protection District
- **1** West Plainfield Fire Protection District

Current annual total is **105**.

Note: *Our Automatic Aid and Mutual Aid agreements with neighboring agencies are based on our deployment of three fire engines, one ladder truck and one Battalion Chief. Any change in this deployment model will negatively impact our ability to provide assistance through these agreements and, consequently, to receive aid. "You have to give to get" is the foundation of these agreements.*

Overtime Summary

Our overtime expenses here have to do with filling the Interim Fire Chief position, daily staffing and emergency call-backs for large events. As our staffing has been reduced due to attrition (18 total positions currently), our ability to absorb vacancies due to illness, vacation, and injury with on-duty relief staffing has been eliminated. We were once able to absorb vacancies with on-duty relief staff that we are no longer capable of doing. Instead, when a vacancy occurs, we must hire back off-duty personnel on overtime to cover those vacancies. Reduced staffing on-duty each day also increases our reliance on **call-back staffing** when a large event, or multiple small events, occurs that drain our on-duty resources.

There were a total of **1,912** overtime hours worked during the month of December for a total cost of **$77,115.70.** This includes:

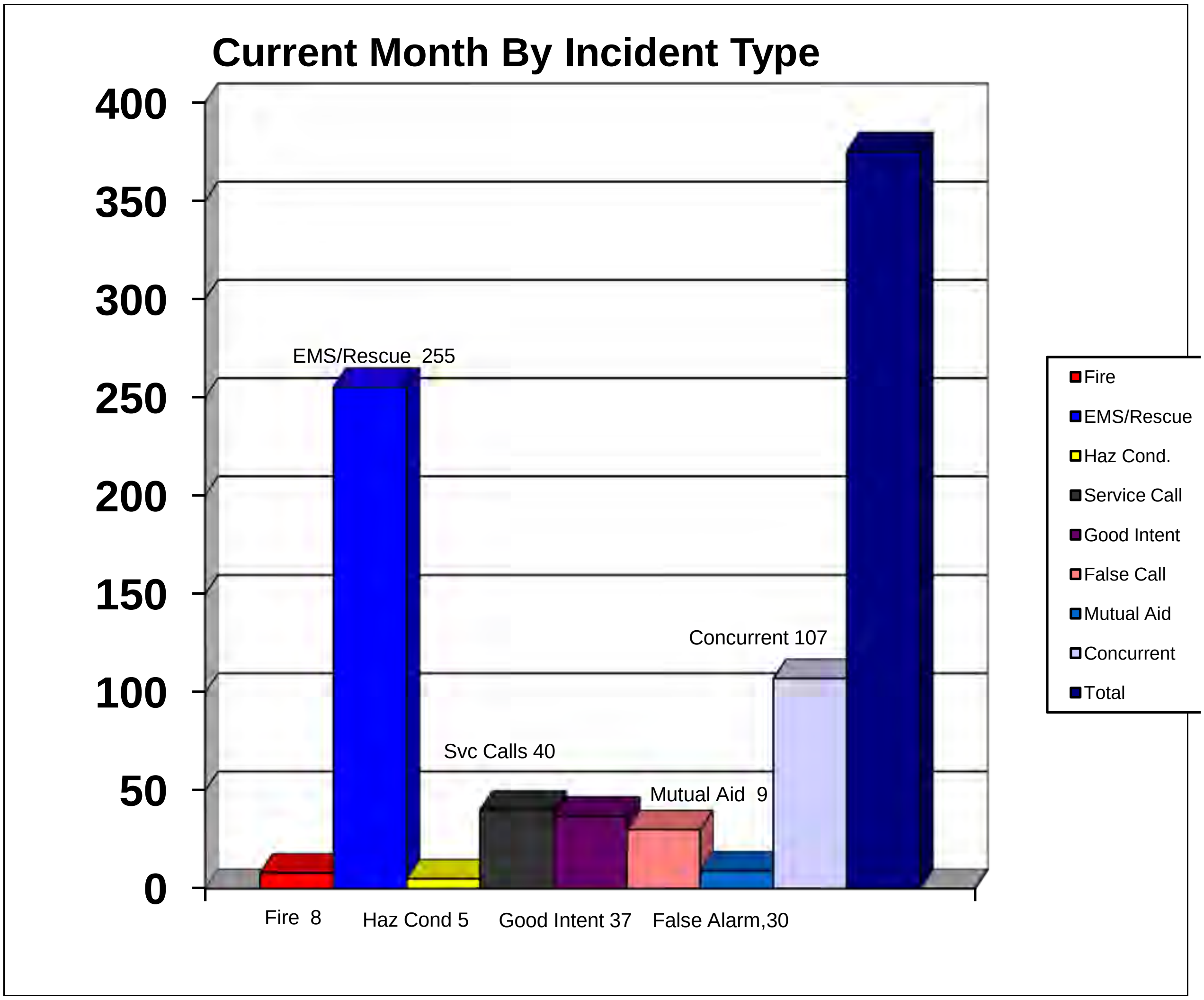
- **1828** hours of **Minimum Staffing** at a cost of **$73,593.73** for the month of December 2010. This included 264 hours of coverage for a Line Battalion Chief filling the Interim Fire Chief's position. (1**.0 FTE** of an entry level Firefighter, wages and benefits). *In the City of Woodland, a minimum of four engine companies staffed with a minimum of 3 Firefighters each (1 Captain, 1 Engineer and 1 Firefighter) must be staffed daily per the MOU between the City and the Woodland Professional Firefighters Association.*

  - The average hours of overtime used for the period December 2009 to December 2010 was **1,835** hours at a cost of **$70,017.81.**

- **34** hours were needed for **Call-Back Staffing** at a total cost of **$1,444.68** for the month of December 2010. *(Call Back Staffing is necessary to backfill the stations when a major incident occurs that depletes the minimum staffing levels).*

    - There was an average of **61.88** hours per month used to provide Call Back Staffing at a cost of **$2,533.89** for the period December 2009 to December 2010.

NOTE: Overtime increased significantly in December. We had two additional retirements, along with a Line Battalion Chief filling the Interim Fire Chief's position. The Department is operating at below minimum or "constant staffing", and December is a peak vacation month. No furloughs were used by shift staff during this period.



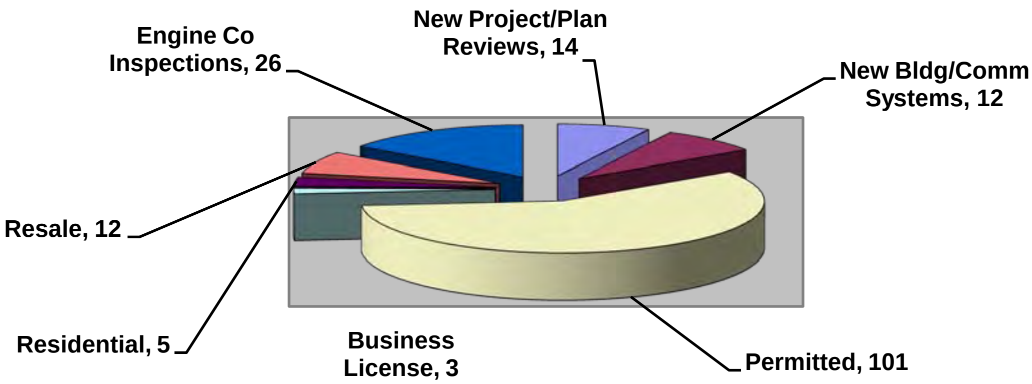
The graph above is a visual summary of the number of incidents that the Fire Department responded to during the weeks December 1, through December 31, 2010.

Total Incidents to Date for 2010 - **4,583**

Average Response Time for First Due Units: Fire: **6:02** EMS: **4:47**

FIRE PREVENTION:

The Fire Prevention Bureau conducts several types of inspections and plan reviews. The Bureau concentrates on New Project Development, Civil Drawing Plan Reviews, Building Inspections, On Site Water Systems, Commercial Fire Sprinklers, Residential Fire Sprinklers, Fire Alarm Inspections, Specialized Fire Protection Systems, Fire Permits, Licensed Care Facilities, Business License Inspections, Resale Inspections, Fire Investigation and Code Enforcement, Public Education and Weed Abatement.



For the month of December 2010 the Fire Prevention Specialists conducted the following inspections and plan reviews:

Commercial	
6	New Project Development Reviews
2	Plan Reviews
0	New Building Inspections
12	Commercial Fire Protection Systems
Permit	
101	Fire Permitted Annual Inspections
Business License	
3	Business License Inspections
Residential	
6	Residential Automatic Sprinkler System Plan Reviews
5	Residential Automatic Sprinkler System Inspections
12	Resale Residential Sprinkler Inspections
Engine Company	
26	Business and Mercantile Inspections

The Fire Prevention Division inspects new businesses and changes of ownership for occupancy usage and compliance of the Fire Codes. ***Plan reviews*** *are what generate initial commercial and residential inspections. The fees for these inspections are included in the plan review fees. Inspections for commercial projects include the initial plan review, 4 inspections & 1 re-submittal of plans at a cost of* ***$717.00/riser + $2.00/sprinkler head****. Commercial Tenant Improvements are* ***$421.00/riser + $2.00/sprinkler head****. Residential plan review inspections include the initial plan review, 2 inspections & 1 re-submittal of plans at a cost of* ***$354.00/riser****. Residential Tenant Improvement plan reviews are* ***$284.00/riser****.*

Permitted inspections *occur when any occupancy has activities that are either hazardous or considered special. (An example of a hazardous activity is a business that houses or manufactures chemicals, or combustibles such as repair shops, chemical warehouses, or airport hangers. Special activities include places of assembly, tents, and high-pile storage facilities.) The average permitted inspection is* ***$150.00/ea****.*

Lastly, the Fire Prevention Division handles ***Business License Inspection****, which carries a fee of* ***$165.00/ea*** *for all new businesses. However, this fee is presently under review. The current amount being collected for Business License Inspections is* ***$13.00/ea****.*

Weed Abatement

- **0.5** hours were spent on weed abatement activities in the month of December.

Note: Due to the rainfall this year, we are seeing a much bigger problem with weeds. We believe that the Department will have to commit more staff time to this in the coming months, and that we will have to hire contractors to abate some properties ***for which we have no funds***. The process to abate property requires Council approval.

Fire Investigation

- **3 hours** of investigation were performed in the month of December.

Public Education

- There were no public education events in December, 2010.

Note: *Funding for public education was eliminated in FY09/10 thereby cancelling our 1st Grade school program. The WFD will still visit schools and classrooms upon request, conduct station tours upon request, and attend public events upon request.*

Maps

- There were no mapping activities in December, 2010.

TRAINING:

The following is a summary of training activities conducted in the Fire Training Division during the weeks of December 1 through December 31, 2010. During the month of December the following activities occurred at the Woodland Fire Department Training Division:
Training conducted at the Training Center including:

Training conducted at the Training Center including:

- 12 hours of SCBA (Air Pack) Training
- 10+ hours Engine Company Inspections
- 12 hours of Ventilation & High Rise procedures (Target Safety online)
- 24 hours of RIC (Firefighting tactics)
- 12 hours of EMS –Year Review

During the month of December, career staff reported a total of **495.5** hours of training, resulting in an average of **13.8** hours of training per person.

The reserve staff reported a total of **92** hours of training for an average of **15.3** hours of training per person. The reserve staff completed EMS, SCBA's, firefighting tactics and Shift Ride-A-Long.

The Battalion Chiefs had a total of **46** hours of training, while the Fire Prevention Staff had **0** hours of training.

Highlights for the month of December: The Woodland Fire Department Annual FD vs. WPD football game that supports a can food drive for the holidays.

December~ 2010 Training Hour(s):

Line staff	**495.5**
Battalion Chiefs	**46.0**
Fire Prevention	**0.0**
Reserves	**92.0**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Subdivision 4879, Ogden/Gibson, Phase I Southeast Area Specific Plan
Acceptance of Public Improvements

Report in Brief

On December 7, 2011, Council approved the final map for Subdivision No. 4879, Ogden/Gibson, which created 46 single-family lots in the Southeast Area Specific Plan (SEASP). The developer, Pulte Homes, was required to enter into an improvement agreement and provide securities to ensure construction of necessary infrastructure to serve the subdivision. The public improvements required by the map are complete. The developer has asked for acceptance by Council. The improvement meets the tentative map conditions of approval. It should also be noted that this is the first completed subdivision in three years.

Staff recommends that City Council accept the public improvements constructed by Subdivision No. 4879, Ogden/Gibson Phase I.

Background

Subdivision 4879 is located on the property bounded by Branigan Street, Ogden Drive, and Gibson Road and is part of the last portion of undeveloped land in the SEASP. On May 6, 2010, the Planning Commission approved a tentative map for 77-79 lots on 14.47 acres. The application included a phasing plan for the development. Final Map 4879 includes only 46 lots of the ultimate number of lots. The remaining lots for the phased development will be included in Final Map 4992, Starlyn Park, which has not yet come to Council for approval. California Government Code (Subdivision Map Act) and City Municipal Code (Chapter 21) requires the developer to enter into an agreement and provide securities ensuring construction of infrastructure required to serve the new lots at final map approval. The final map for the project, which created "for sale" lots, was approved by City Council on December 7, 2010. In order to accelerate the construction of new homes, staff worked with the developer to begin construction of the subdivision improvements prior to final map approval. The City and the developer entered into an improvement agreement and the developer provided securities at that time for construction of the public improvements.

Pulte Homes has completed the infrastructure improvements to the satisfaction of the City Engineer, the Public Works and Community Development departments. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's performance and payment securities for these improvements. The developer has provided a warranty security to correct any defects identified during the warranty timeframe of one year following the filing of the Notice of Completion.

Discussion

This is standard practice to obtain infrastructure improvements associated with new subdivisions. The final map dedicated the streets and public utility easements to the City. The public improvements were designed to meet City Design Standards and the improvements were inspected by the Community Development Department to ensure they are consistent with the improvement plans and City Standard Specifications.

Development Services Engineering has coordinated final acceptance with Public Works, Community Development, and Administrative Services departments.

Fiscal Impact

There is no impact to the City budget to accept the improvements other than future operation and maintenance costs. All infrastructure improvements to serve the subdivision were paid for by the developer. In-tract infrastructure costs were paid solely by the developer, and the developer participates in all funding mechanisms for shared infrastructure including the Mello-Roos district, the Southeast Area Infrastructure Fee program, and the Citywide Development Impact Fee Program. The parcels are included in the Gibson Ranch Landscape and Lighting District for maintenance of landscaping, lighting, and associated appurtenances.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure the City will acquire with the acceptance of the Ogden/Gibson subdivision is estimated to be two million sixty nine thousand dollars ($2,069,000).

There is no impact to the General Fund.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that City Council accept the public improvements constructed by Subdivision No. 4879, Ogden/Gibson Phase I.

Prepared by: Christopher Fong, PE
Associate Civil Engineer

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

Reviewed by: Paul Siegel
Deputy Director

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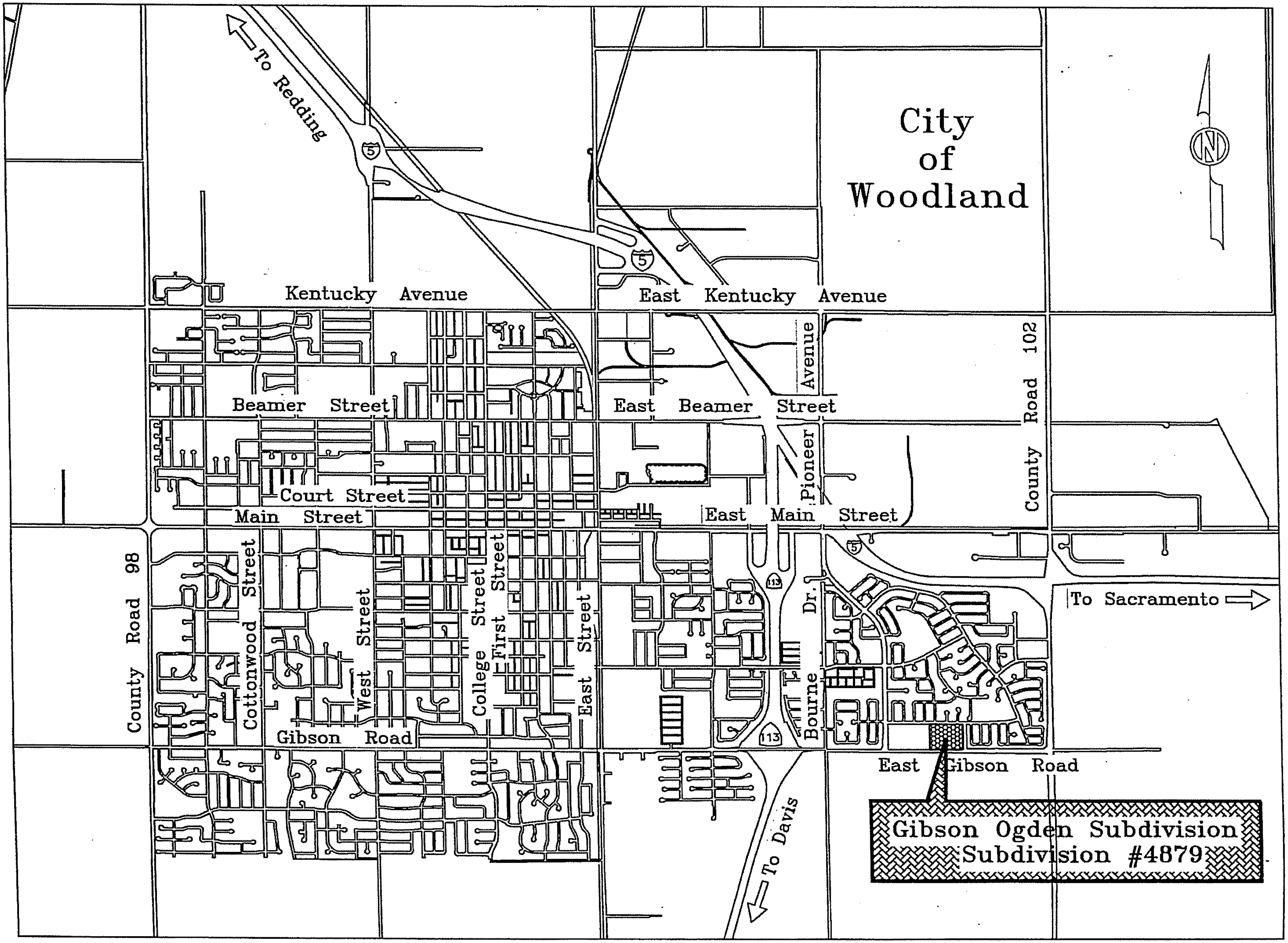
Mark G. Deven
City Manager

Attachment: Location Map


City of Woodland
N
To Redding
5
Kentucky Avenue
East Kentucky Avenue
Avenue
County Road 102
Beamer Street
East Beamer Street
Pioneer
Court Street
Main Street
East Main Street
County Road 98
Cottonwood Street
West Street
College Street
First Street
East Street
113
Dr.
Bourne
To Sacramento
Gibson Road
East Gibson Road
To Davis
Gibson Ogden Subdivision
Subdivision #4879

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Final Acceptance and Notice of Completion for New Elevated Water Tank, CIP 07-49

Report in Brief

In May 2009, the City executed a construction contract with Chicago Bridge and Iron, Inc. (CBI), in the amount of $2,390,000 to construct a new elevated water tank. The work was performed in accordance with the plans and specifications and is ready for acceptance by City Council. However, some work remains that has yet to be completed. Due to the nature and extent of the work, staff recommends that the City withhold a portion of the project retention. The City is not precluded from accepting the project.

Staff recommends that the City Council withhold $5,000 from the project retention until items remaining are finished, accept as complete the contract with Chicago Bridge and Iron, Inc for work on the Elevated Water Tank Project, and authorize the City Clerk to file a Notice of Completion.

Background

A technical evaluation of the City's former elevated water storage tank indicated that it did not meet current seismic requirements. Based on various modeling studies, it was determined that a 25% larger and slightly higher replacement tank would improve overall system pressure and increase fire flows. The new tank was constructed 15 feet higher in elevation with a total storage capacity of 400,000 gallons. A separate project was bid and constructed to increase the water main capacity in Beamer Avenue from the tank site to West Street.

Discussion

The contractor began construction of the new elevated water tank in June 2009 and finished the work in November 2010. The water tank was placed into service in September 2010.

A portion of the punch list items (minor deficiencies) remain to be completed. The City will withhold 150% ($5,000) of the value of these minor deficiencies from final payment until such time as the contractor completes the punch list items. Fifteen change orders were issued in the amount of $51,957. The largest change order was to install a pressure relief valve in the pipe connecting the tank to the City system.

The engineering costs for this project are higher than normal yet were reasonable considering the unique requirements for this project. In addition to the normal design, construction management, inspection and project management, this project required extensive engineering pre-design work. Geotechnical engineering costs were needed to assure proper foundation and stability of the tank. The citywide current and future water demands had to be modeled to determine size, location, flow rates, and the height of the tank. Multiple public interactions and meetings took place to determine the final style of the tank and its site location. This pre-design work took a long time due to the interactive dynamics of needing to consider how the flows from surface water project would interact with this tank. Many computer modeling runs were performed to interlace these evolving design criteria. This modeling work is foundational information that is now being used for other water system projects.

The armory structure demolition was paid for by this capital project and was performed by a different contractor. The cost of this work was approximately $65,000.

Fiscal Impact

The final contract amount with CBI is expected to be $2,442,000. This project was funded from water enterprise funds with a total project cost of approximately $3,900,000. The difference between the total project cost and the construction contract represents the amount budgeted for design, water modeling, construction management, and the armory project cost.

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 withhold $5,000 from the project retention until items remaining are finished, accept as complete the contract with Chicago Bridge and Iron, Inc for work on the Elevated Water Tank Project, and authorize the City Clerk to file a Notice of Completion.

Prepared by: James Heath, P.E.
Associate Civil 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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Final Acceptance and Notice of Completion for Sewer Trunk Rehabilitation Project (CIP # 07-31)

Report in Brief

On July 20, 2010, the City Council awarded a construction contract to K. J. Woods Construction in the amount of $1,473,900 to construct the Sewer Trunk Rehabilitation Project. The work was performed in accordance with the plans and specifications and is ready for acceptance by City Council.

Staff recommends City Council accept the Sewer Trunk Rehabilitation Project as complete and authorize the City Clerk to file a Notice of Completion.

Background

In 1963 when the Water Pollution Control Facility was moved from Road 102 between Kentucky and Beamer to the Pond Treatment System south of I-5 and east of Road 103, the 36-inch sewer conveyance from the old plant to the new facility was constructed from Reinforced Concrete Pipe (RCP) south of Main Street. When the Water Pollution Control Facility was upgraded in 1982, a new 48-inch RCP line was constructed that combined flows from the 36-inch RCP Beamer Trunk Line and the 36-inch Vitrified Clay Pipe (VCP) Kentucky Trunk. As part of the City Sanitary Sewer Management Plan, a Closed Circuit Television (CCTV) inspection of the line was conducted and severe corrosion of the approximately 7,000 feet of RCP line was discovered. This damage was caused by the hydrogen sulfide gas generated in the biological process in the collection system. This project consisted of lining the 36-inch RCP Beamer Trunk Line and the 48-inch RCP Beamer/Kentucky Sewer Trunk with the most cost effective slip lining product.

Discussion

The contractor began construction of the Sewer Trunk Rehabilitation in August 2010 and finished the work in February 2011.

Six (6) change orders were issued in the amount of $60,210. These change orders included costs for unforeseen conditions in addition to $26,000 of work to repair a sinkhole at the E. Main St Pump Station. The final contract value paid to KJ Woods is $1,534,110.

Fiscal Impact

This project was funded by the sewer enterprise fund with a total project cost of $1,850,000. The difference between the construction cost and total project cost represents the amount expended for design and construction management.

There is no impact to the General Fund.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends City Council accept the Sewer Trunk Rehabilitation Project as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Tamera Burnham, PMP
Assistant Engineer

Mark Cocke, P.E.
Senior Civil 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

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Mark G. Deven
City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Approval of Annual Investment Policy

Report in Brief

In accordance with Article 1 and 2 of Chapter 4 of the California Government Code, the City of Woodland is required to develop a plan to invest its surplus funds. Through legislation passed by State Legislature, the City Treasurer is required to submit to City Council an annual statement of investment policy which the Council is required to consider at a public meeting.

Staff recommends that the City Council approve the attached annual statement of investment policy, which is unmodified from the previously approved investment policy.

Background

The Investment Policy is designed to provide guidelines for the prudent investment of the City's surplus funds and meets the legislative requirements of S.B. 564 (CH 783) and S.B. 866 (CH 784). Surplus funds are defined as funds which are not required for the City of Woodland's immediate necessities as defined in Section 53601 of the California Government Code.

The proposed Investment Policy is based on investment guidelines that are endorsed by the California State Municipal Finance Officers Association (CSMFO), Government Finance Officers Association (GFOA) and the California Debt and Investment Advisory Commission (CDIAC). The proposed Investment Policy also complies with the State of California's allowable investments (California Code No. 53601).

Through legislation passed by the State, the City Treasurer is required to submit an annual statement of investment policy which the Council must consider at a public meeting.

Discussion

The responsibility of the City Treasurer, under City Code (Sec. 2-6-3.1) is to invest surplus funds which the Finance Officer has determined are not required to meet immediate needs. The funds shall be invested, in accordance with Policy guidelines outlined by the City, under the authority granted by the State.

The goal of the Investment Policy is to enhance the economic status of the City while prudently protecting its pooled cash and complying with the investment policy and California Government code sections 53600 though 53659, which govern investments for the municipal governments. In determining individual investment placements, the City's policy states that the following factors shall be considered in priority order:

- Safety – preservation of capital is the primary objective of the City's investment program.
- Liquidity – providing flexibility of investments to meet operating needs that are reasonably anticipated.
- Yield - achieve a reasonable rate of return rather than the maximum generation of income that might expose the City to unacceptable levels of risk.

The City Treasurer and her staff are subject to the Prudent Investor Standard and shall always consider (in priority order) safety, liquidity and yield foremost when placing City surplus funds in any investment security. Staff believes the current policy sufficient to maintain the financial goals of the City and ensure compliance with the California Government Code.

Fiscal Impact

This policy impacts surplus funds in the following areas: General Fund, Special Revenue Funds, Capital Projects, Debt Service Funds, Enterprise Funds, Internal Service Funds, Trust Agency Funds, and Redevelopment Funds. This policy does not apply to proceeds from certain debt issuances that are managed by trustees appointed under indenture agreements.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Approve the attached annual statement of investment policy, which is unmodified from the previously approved investment policy.
2. Direct staff to make modifications to the attached annual statement of investment policy.

Recommendation for Action

Staff recommends that the City Council approve Alternative 1.

Prepared by: Sarena Brumfield
Accountant

Reviewed by: Kimberly McKinney
Finance Officer

Mark G. Deven
City Manager

Attachment

CITY OF WOODLAND
INVESTMENT POLICY

POLICY: It is the policy of the City of Woodland to maximize the productive use of assets entrusted to its care and to invest and manage those public funds wisely and circumspectly. The surplus funds shall be invested in accordance with the provisions of Article 1 and 2 of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (53600-53997). Unless otherwise noted, all section references are to the California Government Code.

SCOPE: This investment policy applies to the City of Woodland's Surplus Funds, as defined by Section 536-1. Surplus Funds means those funds which are not required for the City of Woodland's immediate necessities as defined in Section 53601.

BACKGROUND & ANALYSIS:

1.0 **PURPOSE**: The Investment Policy is designed to provide guidelines for the prudent investment of the City's surplus funds.

2.0 **GOAL**: The goal of the Investment Policy is to enhance the economic status of the City while prudently protecting its pooled cash and also complying with this investment policy and California Government Code Sections 53600 through 53659, which governs investments for municipal governments. Although pursuit of interest earnings on investment is an appropriate City goal, the primary consideration is preservation of capital resources. Thus, the City's yield objective is to achieve a reasonable rate of return rather than the maximum generation of income that might expose the City to unacceptable levels of risk.

3.0 **OBJECTIVE**: The City shall attempt to invest funds to the fullest extent possible and at the highest possible yield while satisfying the criteria for investment selection outlined below.

4.0 **INVESTMENT POLICY**:
The City has the fiduciary responsibility to maximize the productive use of assets entrusted to its care and to invest and manage those public funds wisely and circumspectly. In determining individual investment placements, the following factors shall be considered in priority order: safety, liquidity, and yield.

4.1 **SAFETY**:
Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk as summarized below.

4.1.1 **CREDIT RISK** – This is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

4.1.1.1 Limiting investment to the safest types of securities;

4.1.1.2 Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business;

4.1.1.3 Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

4.1.2 **INTEREST RATE RISK** – This is the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates. Interest rate risk may be mitigated by:

4.1.2.1 Structuring the investment portfolio such that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

4.1.2.2 Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

4.2 **LIQUIDITY:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with the cash needs to meet anticipated demands. A portion of the portfolio should be placed in local government investment pools (such as LAIF), which offer same-day liquidity for short-term funds.

4.3 **YIELD:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk of constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall not be sold prior to maturity with the following exceptions:

4.3.1 A declining credit security, which could be sold early to minimize loss of principal;

4.3.2 A security swap, which would improve the quality, yield, or target duration of the portfolio;

4.3.3 A capital gain that would be realized to better position the overall portfolio to achieve investment policy goals.

5.0 **STANDARDS**:

5.1 **RESPONSIBILITY**:

The City Treasurer (as well as other City employees delegated by her) acting in accordance with written procedures and this investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely basis and the liquidity and the purchase of securities are carried out in accordance with the terms of this policy. The City Treasurer and her staff shall recognize that the investment portfolio is subject to public review and evaluation.

5.1.1 Cash Review – the Treasurer or her delegate will review the cash balances and the investment portfolio daily, or as needed; items reviewed should include: bank account balances, maturing investments, debt service and other large periodic cash disbursements.

5.2 **PRUDENT INVESTOR STANDARD**: The City Treasurer and such employees as she may direct to make investments (see Section 5.4) are subject to the prudent investor standard set out under Section 53600.3. The City Treasurer or her delegate, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments, as defined in Section 53600.3.1.

5.3 **GOVERNMENT CODE**:

Government Code Sections 16481.2, 53601, 53635, and 53646 of the State of California regulate the investment policies of jurisdictions within the State. The City of Woodland will adhere to these provisions in developing and implementing the City's investment policies and practices.

5.4 **ETHICS AND CONFLICT OF INTEREST**:

Officers and employees involved in the investment process shall not engage in any activity that would conflict with the proper execution of this investment policy, create the appearance of such a conflict, or would impair the City Treasurer's ability to make impartial investment decisions.

5.5 **DELEGATION OF AUTHORITY**:

Authority to manage the investment program is granted to the City Treasurer. Under the oversight of the City Treasurer, responsibility of the operation of the investment program may be delegated to other staff who shall act in accordance with established written procedures and internal controls consistent with the investment policy.

5.6 **INTERNAL CONTROL**:

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

5.6.1 Control of collusion
5.6.2 Separation of transaction authority from accounting and record keeping
5.6.3 Custodial safekeeping
5.6.4 Clear delegation of authority to subordinate staff members
5.6.5 Written confirmation of transactions for investments and wire transfers including settlement dates, amount of transaction, safekeeping account number and CUSIP number if applicable.
5.6.6 Development of a wire transfer agreement with the lead bank and third-party custodian.

6.0. **SCOPE:**

This investment policy shall apply to all financial assets of the City of Woodland, including, but not limited to:

6.1 General Fund
6.2 Special Revenue Funds
6.3 Capital Projects Funds
6.4 Debt Service Funds
6.5 Enterprise Funds
6.6 Internal Service Funds
6.7 Trust and Agency Funds
6.8 Redevelopment Funds
6.9 Public Financing Authority Funds

7.0 **SAFEKEEPING AND CUSTODY**:

7.1 **SELECTION OF ELIGIBLE FINANCIAL INSTITUTIONS:**

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

7.1.1 Audited financial statement (annually)
7.1.2 Proof of National Association of Securities Dealers (NASD) certification
7.1.3 Proof of state registration
7.1.4 Certification of having read, understood and agreed to comply with the City's investment policy. These documents shall be provided annually as appropriate. In selecting financial institutions for deposit or investment of funds, the authorized Investment Officers shall consider the credit-worthiness of the institution.

7.2 **BROKER/DEALERS**:

7.2.1 Investments must be purchased directly from the issuer, from an institution licensed by the State as a broker/dealer, from a member of a federally regulated securities exchange, or from a brokerage firm designed as a primary government dealer by the Federal Reserve Bank.
7.2.2 The City Treasurer will maintain a file of broker/dealers with which the City is currently doing business, which will include (at minimum) the firm name, contact person, telephone number, fax number, e-mail address, and annual audited financial statements (as applicable).

7.3 **DELIVERY VS. PAYMENT**:
All trades, where applicable, will be executed by delivery vs. payment to ensure that securities are deposited prior to the release of funds. To protect against potential losses by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third party bank trust department acting as agent for the City under terms of a custody agreement executed between the bank and the City.

7.4 **COLLATERALIZATION**:
Collateral is required for investments in non-negotiable certificates of deposit. In order to reduce market risk, the collateral level shall be at least 110% of market value of principal and interest and marked to market weekly. Securities acceptable as collateral shall be the direct obligations of, or are fully guaranteed as to principal and interest, by the United States or any agency of the United States.

8.0 **AUTHORIZED INVESTMENTS**:

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of such limitations, the following investments are authorized:

8.1 **UNITED STATES TREASURY BILLS, BONDS, AND NOTES** or those for which the full faith and credit of the United States are pledged for payment of principal and interest.

8.2 **STATE OF CALIFORNIA OBLIGATIONS**-including bonds payable solely out of the revenues from a revenue-producing property operated by the State of California or by a department, board, agency, or authority of the state.

8.3 **FEDERAL AGENCY OBLIGATIONS** – enterprise obligations, participations or other instruments including those issued or fully guaranteed as to principal and interest by the Federal Government agencies; (e.g. Government National Mortgage Association (GNMA), the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FHLMC)).

8.4 **NEGOTIABLE CERTIFICATES OF DEPOSIT** –issued by nationally or state chartered banks, state or federal savings institutions (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the cost value of the portfolio.

8.5 **LOCAL AGENCY INVESTMENT FUND (LAIF)** – As authorized in Government Code Section 16429.1, local agencies may invest in the Local Agency Investment Fund, a money market fund, which allows local agencies to pool their investment resources. Current policies of LAIF set minimum and maximum amounts of monies that may be invested as well as maximum numbers of transactions that are allowed per month.

8.6 **CA LOCAL AGENCY OBLIGATIONS** – bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property, owned controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency.

8.7 **CERTIFICATE OF DEPOSIT (CD)** - Purchased through a bank or savings and loan association for a specified period of time at a specified rate of interest. The first $100,000 of a certificate of deposit is guaranteed by the Federal Deposit Insurance Corporation (FDIC). CD's with a face value in excess of $100,000 will be collateralized by U.S. Treasury Department securities, which must be at least 110% of the face value of the CD. No other collateralization will be accepted.

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8.8 **MEDIUM TERM CORPORATE NOTES** with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated AA or better by Moody's and Standard & Poor's volatility risk rating services.

8.9 **MONEY MARKET MUTUAL FUNDS** - Mutual funds invested in U.S. Government securities are permitted under this policy and under the California Government Code Section 53601. In order to be eligible for investment under this section, an investment objective of such a fund must be the maintenance of a price per share of $1.00. The following criteria must also be met:

8.9.1 The fund shall have a minimum of $500 million in total portfolio value.

8.9.2 The fund shall be registered with the Securities and Exchange Commission, and shall have achieved a rating of AAA by Moody's and AAA by S&P.

8.9.3 The fund shall have retained an advisor which is registered with the SEC, or which is exempt from such registration, and has at least 5 years experience managing money market funds, including those in excess of $500 million.

9.0 **INVESTMENT PARAMETERS**:

9.1 **DIVERSIFICATION**:

The City of Woodland will diversify its Investments by security type and institution and the City will select maturities to provide for stability of income and liquidity. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following policies and constraints shall apply:

9.1.1 Portfolio maturities shall be matched against liabilities to avoid undue concentration in a specific maturity sector.

9.1.2 Maturities selected shall provide for stability of income and liquidity.

9.1.3 Disbursement and payroll dates shall be covered through LAIF, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds which will ensure that appropriate liquidity is maintained.

9.2 **MAXIMUM MATURITIES**:

In order to minimize the impact of market risk, it is intended that all investments will be held to maturity. Investments may be sold prior to maturity for cash flow, appreciation purposes or in order to limit losses, however, no investment shall be made based solely on earnings anticipated from capital gains. To the extent possible, the City shall attempt to match its investments to anticipated cash flow requirements. The City will not invest in securities maturing more than 5 years from the date of purchase. The City may adopt weighted average maturity limitations (2 years) consistent with investment objectives.

9.3 **PROHIBITED INVESTMENTS AND DIVESTMENT**:

The City Treasurer shall not make any investment prohibited under Article 1 or 2 of Chapter 4 of the California Government Code (see e.g. Section 53601.6 and 53631.5). Investments authorized when made, but no longer permitted by applicable law, may be divested from the City of Woodland's portfolio in accordance with the investment statement, investment objectives and prudent investor standard.

9.4 **TAX and REVENUE ANTICIPATION NOTES (TRANS):**

Government Code Section 53821.5 prohibits the investment of TRAN proceeds in securities that have terms exceeding those of the TRAN itself. The TRAN proceeds can be invested in items that have no specific term to maturity as long as the proceeds can be removed within the period of the TRAN without a penalty.

10.0 **REPORTING**:

10.1 **METHODS**:

The City Treasurer shall prepare quarterly investment reports to the City Manager and City Council which shall include the:

10.1.1 par amount of the investment,
10.1.2 classification of the investment,
10.1.3 percentage of the total portfolio, which each type of investment represents, name of the institution or entity,
10.1.4 rate of interest,
10.1.5 maturity date,
10.1.6 current market value,
10.1.7 reports shall also include a statement that the projected cash flow is adequate to meet expected obligations over the next six months, and that the portfolio is in compliance with this policy. The report shall be due approximately 45 days from the end of the quarter being reported.

10.2 **PERFORMANCE STANDARDS**:

The investment portfolio will be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow need. The portfolio shall be managed in accordance with the parameters specified within this policy; a market average rate of return will be obtained during a market/economic environment of stable interest rates. An appropriate benchmark of the 90-day U.S. Treasury bill shall be established against which portfolio performance shall be compared.

10.3 **MARKING TO MARKET**:

The market value of the portfolio shall be calculated at least yearly and a statement of the market value of the portfolio shall be issued at least quarterly with the investment report.

11.0 **INVESTMENT POLICY ADOPTION**:

The Investment Policy shall be adopted by minute action of the City Council of the City of Woodland. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the City Council.

GLOSSARY

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSA's) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Cash Sale/Purchase - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

CALIFORNIA POOLED INVESTMENT AUTHORITY (CPIA) –this investment pool is managed by MBIA-Municipal Investors Service Corporation, an investment subsidiary of MBIA, Inc

Certificate of Deposit - A document written by a bank or other financial institution that is evidence of a deposit, with the issuer's promise to return the deposit plus earnings at a specified interest rate within a specified time period.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

Credit Quality - The measurement of the financial strength of a bond issuer. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. Fed funds are considered to be immediately available funds.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Agency Investment Fund (LAIF) - An investment pool for local governments in which their money pooled and managed by the California State Controller's Office.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

Mutual Fund Statistical Services - Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services, and Morningstar.

Par - Face value or principal value of a bond, typically $1,000 per bond.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Investor Standard - An investment standard outlining the fiduciary responsibilities of public funds

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000.

"***Volatility Risk" Rating*** - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Ordinance Amending Section 14-6-9 and Adding Article XV to Chapter 14 of the Woodland Municipal Code Relating to Mobile Vendors – Second Reading

<u>Report in Brief</u>

The first reading of the Ordinance was conducted by the City Council at the February 15, 2011 meeting. During the public hearing a number of comments were received. The Council voted to approve the Ordinance with changes. The Community Development Department initiated a review of the current mobile vendor ordinance to determine what changes could be considered in a new ordinance for the City of Woodland. Staff communicated with interested parties throughout the process, including mobile vendors, business owners, and residents. 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 adopt the attached Ordinance No. 1526, approving the amendment of section 14-6-9 and adding Article XV to Chapter 14 of the Woodland Municipal Code relating to mobile vendors.

<u>Background</u>

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

Historically, 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, except that the Municipal Code prohibits mobile food vendors doing business on public streets.

The key areas contained in the new ordinance are listed below:

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.
2) Mobile vendor vehicle shall be parked only on paved surfaces, such as concrete or asphalt.
3) Only one Mobile Vendor may locate on a property.
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.
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.
6) The hours of operation are established between 8:00 am to 10:00 pm any day of the week.
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.
8) Provides for a vendor permit, in addition to the business license, such as liability insurance, vehicle registration, health permit, etc.

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. The other vending activities include the following:

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.
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.

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

Recommendation for Action

Staff recommends that the City Council adopt the attached Ordinance No. 1526, approving the amendment of section 14-6-9 and adding Article XV to Chapter 14 of the Woodland Municipal Code relating to mobile vendors.

Prepared by: Paul Siegel
Deputy Director Community Development

Mark G. Deven
City Manager

Attachment

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. **<u>Recitals</u>.** The above recitals are incorporated as though set forth in this section.

Section 2. **<u>Purpose.</u>** 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. **<u>Authority.</u>** 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. **<u>Amendment</u>.** 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:

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew J. 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.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Final Acceptance and Notice of Completion for Screw Pump Replacement Project, CIP 09-07

Report in Brief

In June 2010 the City executed a construction contract with SIEMENS WATER TECHNOLOGIES, located at 1828 Metcalf Avenue, Thomasville, Georgia 31792 in the amount of $1,707,069 plus tax to replace five Internalift Screw Pumps at the Water Pollution Control Facility (WPCF). The work was performed in accordance with the plans and specifications and is ready for acceptance by City Council.

Staff recommends City Council accept the Screw Pump Replacement Project as complete and authorize the City Clerk to file a Notice of Completion in the Office of the County Recorder.

Background

This project included the replacement of two 48-inch sludge return screw pumps and three 60-inch primary intake screw pumps.

The replaced pumps were in a very poor condition and their failures could have caused raw sewage spills and/or incomplete wastewater treatment. One of the three 20 year old intake screw pumps had a broken off section that measured 2-foot square. This broken off portion of the pump was on the interior and that pump had already been removed from service. The other two pumps were installed at the same time and were in similar poor condition. All pumps were replaced with stainless steel which will greatly increase the expected life of the pumps and improve the system’s reliability.

Of the two Return Activated Sludge (RAS) screw pumps, one had failed and the other was of the same age and in the same condition. See photos in Appendix A. Both of these pumps were likewise replaced to ensure future reliability of the system. The screw pumps are now very reliable and cost effective to operate.

The old, but still useable, existing motors and drives have been replaced and are being stored and will be available to be used as backups, if needed.
Replacement of all five pumps at the same time reduced the cost of the contract and reduced the total cost of the installation. The original plan was to separate the replacement into two phases; however, completing the project in a single phase reduced the estimated cost from an original estimate of $2.9 M to slightly less than $1.9M.

This project demonstrates that the City's Water Pollution Control Facility can no longer be viewed as a relatively new wastewater treatment facility. Proper long-term asset-management and planning will need to continue to assure the facility's proper and sustained operation.

Fiscal Impact

This project was fully funded by the Sewer Enterprise Fund; the original total estimated cost of construction was approximately $2.134 million; as indicated in Table 1 below. The original estimated amount with design added to the construction estimate was $2.9 million. This amount was reduced to the authorized amount of $2.134 M because the City chose to replace all five pumps in a single 'purchase and installation' contract. This single contract approach allowed the City to take advantage of both the present economy and the increased scale of the project.

Table 1

Item	Features	Estimated Cost of Construction ($) Authorized in Capital Budget	Actual Cost **
5 Screw Pumps	2 - 48 inch Sludge Return Pumps 3 – 60 inch Primary Pumps (including tax)	$1,534,000	$1,510,000
Installation CM and PM	Installation, Contingencies, Construction Management (CM) and Project Management (PM)	$600,000	$200,000
CM Actual	Stantec/EcoLogic		$50,000
WPCF Staff OT			$2,600
Taxes	CA Sales Tax, City, County		122,400
	Total	$2,134,000	$1,885,000

** Rounded

Remaining funds will be returned to the Sewer Enterprise Fund.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends City Council accept the Screw Pump Replacement Project as complete and authorize the City Clerk to file a Notice of Completion in the Office of the County Recorder.

Prepared by: Mark Cocke, PE
Senior Civil Engineer

Shane Carlsen.
Acting WPCF Superintendent

Reviewed by: Doug Baxter, P.E
Principal Civil Engineer

Reviewed by: Greg Meyer
Public Works Director

Mark G. Deven
City Manager

Attachment

ATTACHMENT

Screw Pump Replacement Project
Appendix A Project Photos

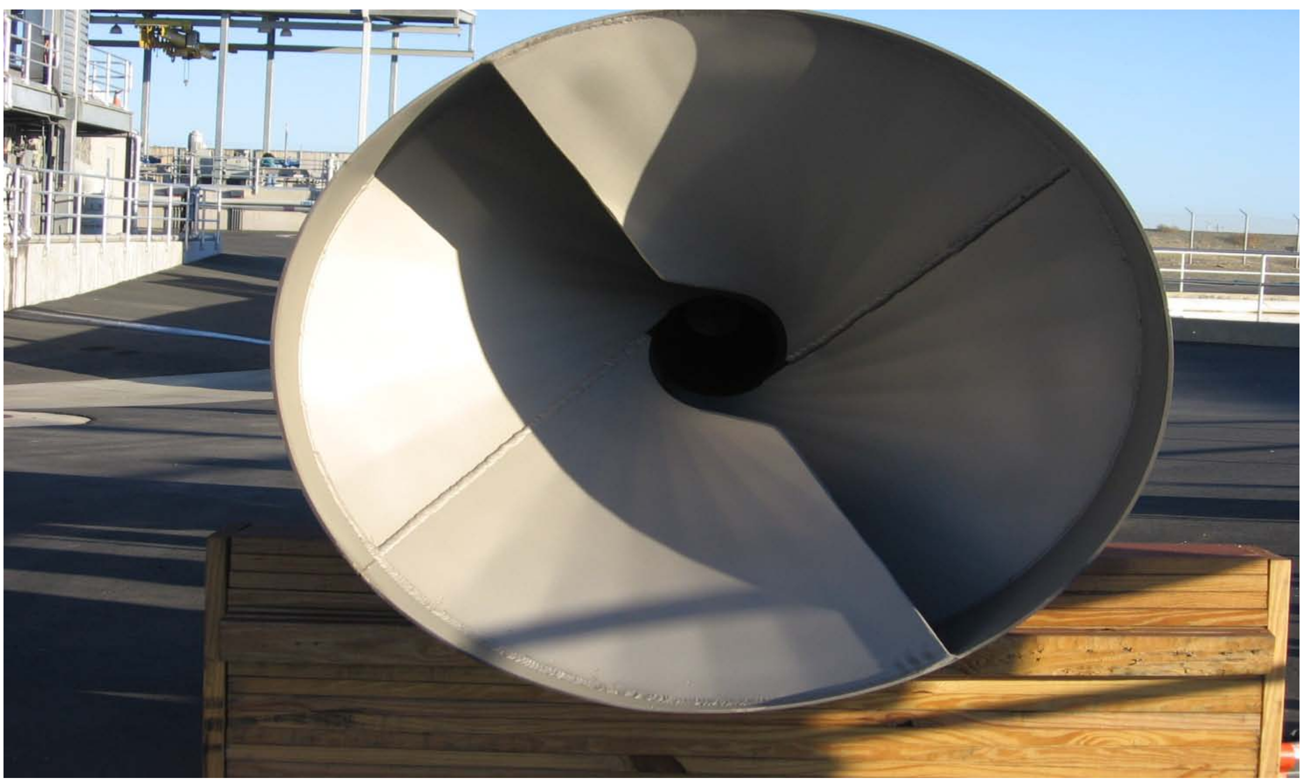
Piece of pump #1 interior

Pump was taken out of service after this chunk of pump vane was pulled out of the Bar screen. This was only one of many large pieces of metal that had broken off the pump interior over the preceding months.

Draining the sewage out of Pump #3 before it is removed.

Interior flights missing 2 to 3 feet inside pump #3

3 New Stainless steel Influent screw pumps installed at the head works.



A look inside the new RAS screw pump.

Two New Return Activated Sludge (RAS) pumps.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Amendment to Installment Purchase Agreements and Water Agreement

Report in Brief

On December 21, 2010, the City Council approved the Installment Purchase Agreement between the City of Woodland and the Woodland Davis Clean Water Agency (Agency). This agreement secured the Agency's water right purchase agreement through the commitment of Davis and Woodland to fix and collect water rates to cover the purchase obligation. The Agency approved a similar agreement with the City of Davis and two other agreements with the Conaway Preservation Group (CPG) and Tri-City Water and Farm that completed the process for securing water rights, easement and land acquisition necessary to support the Surface Water Project.

The purchase of Conaway Ranch has now been completed by the AKT Development Corporation which is the new owner of CPG. With the completion of the purchase, the entity known as Tri-City Water and Farm is no longer a party to the agreement. In addition, the final agreements that completed the purchase by the AKT Development Corporation required some minor revisions to definitions within the agreements approved in December. These revisions have been incorporated into the attached amendment to the Installment Purchase Agreements and Water Agreement.

Staff recommends that the City Council approve the attached amendment to the Installment Purchase Agreements and Water Agreement between the City of Woodland and the Conaway Preservation Group.

Background

The City Council's approval of the Installment Purchase Agreement between the City and the Agency on December 21, coupled with a similar agreement between the City of Davis and the Agency, allowed the Agency to complete critical agreements with CPG and Tri-City Water and Farm. The agreement between the Agency and CPG/Tri-City Water and Farm acquired water rights for the Agency's use during the summer and at other times when diversion of Sacramento River water may be restricted. The agreements between the cities and the Agency backed up and secured the water rights agreement through the commitment of Woodland and Davis to fix and collect water rates to cover the cost of the purchase obligation.

Following the approval of all related water agreements by the cities and the Agency, the AKT Development Corporation completed its purchase of the Conaway Ranch. This purchase changed the ownership of CPG and has caused Tri-City Water and Farm, who was a party to the initial agreement, to be replaced by the newly owned CPG. As a result, Tri-City Water and Farm is no longer a party to the agreement.

In addition, the completion of the purchase has generated the need to revise some definitions in the related agreements. These definitions include “Gross Revenues”, “Maintenance and Operation Expenses” and “Net Revenues”. The definitions are explained in the attached amendment document.

Discussion

The City Attorney’s Office and staff from Woodland and Davis have worked closely with the new owners of CPG to development the attached amendment. The removal of Tri-City Water and Farm as a party to the agreement and the revised definitions of the terms described herein are considered minor revisions that are sometimes necessary in the course of completing complex agreements. Staff believes that the amendments will not have any material impact to the agreements approved by the two cities and the Agency last December and will facilitate the completion of the process for the Agency to secure the necessary water rights.

Fiscal Impact

There is no fiscal impact associated with the recommended action.

Public Contact

Posting of the City Council agenda

Recommendation for Action

Staff recommends that the city Council approve the attached amendment to the Installment Purchase Agreements and Water Agreement between the City of Woodland and the Conaway Preservation Group.

Reviewed by: Andrew J. Morris
City Attorney

____
Mark G. Deven
City Manager

Attachment: Amendment to Installment Purchase Agreements and Water Agreement

AMENDMENT TO INSTALLMENT PURCHASE AGREEMENTS AND WATER AGREEMENT

THIS AMENDMENT TO AGREEMENTS is made by and between the Woodland-Davis Clean Water Agency, a joint powers authority ("Agency"), City of Davis, a general law city ("Davis"), City of Woodland, a general law city ("Woodland"), and Conaway Preservation Group, a California limited liability company ("CPG"), who agree as follows:

1. Recitals. This Amendment is made with reference to the following background recitals:

1.1. Davis and Agency have entered into the Installment Purchase Agreement dated December 21, 2010 (the "Davis Agreement"), which is on file in the Agency office. Woodland and Agency have entered into the Installment Purchase Agreement dated December 21, 2010 (the "Woodland Agreement"), which is on file in the Agency office. CPG and Agency have entered into the Water Agreement dated December 21, 2010 (the "Water Agreement"), which is on file in the Agency office.

1.2. Tri-City Water and Farm, LLC ("Tri-City") was a party to the initial Water Agreement. CPG and Agency acknowledge and agree that, pursuant to Section 9.1 of the Water Agreement: Tri-City has closed escrow under the Membership Purchase Agreement and has caused CPG to approve and execute the Water Agreement; CPG therefore is substituted for Tri-City for all purposes under the Water Agreement; Tri-City is no longer a party to the Water Agreement; and, Tri-City no longer has any rights or liabilities under the Water Agreement.

1.3. The parties now desire to amend the Davis Agreement and Woodland Agreement to clarify and revise some of the definitions in the agreements. Because the Davis Agreement and Woodland Agreement are exhibits to the Water Agreement, the parties also desire to make a corresponding amendment of the Water Agreement.

2. Amendment to Davis and Woodland Agreements. Agency, Davis and Woodland agree to amend the Davis Agreement and Woodland Agreement as follows (additions are underlined):

In Section 201, the following definitions are amended and restated in their entirety as follows:

<u>"Gross Revenues"</u> means all gross Charges received for, and all other gross income and receipts derived by Davis/Woodland from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, excluding refundable deposits, and including but not limited to (a) all charges received by Davis/Woodland for use of the Enterprise, (b) all receipts, derived from the investment funds held by Woodland with respect to the Enterprise, (c) transfers from (but exclusive of any transfers to) any stabilization reserve accounts, and (d) all moneys received by Davis/Woodland from other public entities whose inhabitants are served pursuant to contracts with Davis/Woodland.

"Maintenance and Operation Expenses" means the reasonable and necessary costs spent or incurred by Davis/Woodland for maintaining and operating the Enterprise, calculated in accordance with sound accounting principles, including the cost of supply of water, gas and electric energy under contracts or otherwise, the funding of reasonable reserves, and all reasonable and necessary expenses of management and repair and other expenses to maintain and preserve the Enterprise in good repair and working order, and including all reasonable and necessary administrative costs of Davis/Woodland attributable to the Enterprise, such as salaries and wages and the necessary contribution to retirement of employees, overhead, insurance, taxes (if any), expenses, compensation and indemnification of the Trustee, and fees of auditors, accountants, attorneys or engineers, and including all other reasonable and necessary costs of Davis/Woodland or charges required to be paid by it to comply with the terms of Senior Obligations of Davis/Woodland, but excluding <u>debt service on all obligations,</u> depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

"Net Revenues" means for any period, the Gross Revenues for such period less the Maintenance and Operation Expenses and less debt service on Senior Obligations for such period. <u>For purposes of Section 307 hereof, "Net Revenues" means Gross Revenues less Maintenance and Operation Expenses for such period.</u>

3. Amendment to Water Agreement. Agency and CPG agree to the amendment of the Davis Agreement and Woodland Agreement as set forth in section 2 above. Water Agreement Exhibits D-1 and E-1 (the Davis Agreement and Woodland Agreement forms) are hereby amended to incorporate the revised definitions.

4. No Effect on Other Provisions. Except for the amendments in Sections 2 and 3, the remaining provisions of the Davis Agreement, Woodland Agreement and Water Agreement shall be unaffected and remain in full force and effect.

WOODLAND-DAVIS CLEAN WATER AGENCY

Dated: ____________, 2011

____
General Manager

Attest:

____
Secretary

CITY OF DAVIS

Dated: ____________, 2011

____
Mayor

Attest:

____
City Clerk

CITY OF WOODLAND

Dated: ____________, 2011

____
Mayor

Attest:

CONAWAY PRESERVATION GROUP, LLC
BY: Tri-City Water and Farm, LLC
a Delaware limited liability company
Member

Dated: ____________, 2011

By: ______________________________

Name: ______________________________

Its: ______________________________

____
City Clerk

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Adoption of the Groundwater Management Plan

Report in Brief

The proposed Groundwater Management Plan (GWMP) addresses measures to monitor and manage groundwater within the service area of the City including: groundwater quality degradation, land surface subsidence, and changes in surface water flow and surface water quality that directly affect the City's groundwater levels or quality or are caused by groundwater pumping in the basin.

Staff recommends that the City Council conduct a Public Hearing, waive first reading and read by title only an ordinance adopting the GWMP which, under SB 1938, establishes the framework for working cooperatively with local agencies in managing local groundwater resources and establishes grant funding eligibility for construction and groundwater projects administered by the California Department of Water Resources. The preparation and adoption of the GWMP are statutorily and categorically exempt under the California Environmental Quality Act ("CEQA," Pub. Res. Code, § 21000 et seq.).

Background

In 1992, the California Legislature passed Assembly Bill (AB) 3030, which was designated to provide local public agencies increased management authority over their groundwater resources. In September 2002, new legislation, Senate Bill (SB) 1938, expanded AB 3030 by requiring GWMPs to include certain specific components in order to be eligible for grant funding for various types of groundwater related projects.

Recently, there has been an emphasis by the State for agencies to develop integrated regional solutions for water management (SB 1672) and to coordinate the management of surface and groundwater to work together toward improving regional water supply reliability and quality.

The GWMP provides the framework for coordinating groundwater management activities among stakeholders. The plan identifies the basin management goals and objectives needed to guide efforts to effectively manage the groundwater basin as a safe and sustainable water supply.

The entire GWMP is over 300 pages and was not included as an attachment to this report. Staff has included the Executive Summary as Exhibit A and a summary of questions and answers from two Woodland residents, Christine Shewmaker and Bernadette Murray, who expressed interest in reviewing the content of the GWMP with specific questions that are summarized within Exhibit B.

Discussion

The City of Woodland currently relies entirely on groundwater obtained from twenty wells located throughout the City. The City also has one newly built above ground tank which is approximately 135 feet tall. This tank is used to improve and stabilize water system pressure.

The City is experiencing a gradual decline in groundwater quality at a number of well sites and this has resulted in some wells being taken out of service. In December 2005, the City developed an Urban Water Management Plan to address existing City water supply sources, reliability planning and water demand management measures.

Best management objectives, identification of potential natural recharge areas, management and optimization of well field operations and identification and feasibility study of conjunctive use projects were investigated as part of the GWMP.

If adopted by the City Council, the GWMP will also qualify the City for grant funding opportunities administered by the State Water Resources Control Board and other state agencies. Preference for these funds are given to proposals that include integrated projects with multiple benefits, improve local and regional water supply reliability, contribute towards improving water quality standards, reduce pollution, and improve groundwater management. A copy of the GWMP is available at the Library, Public Works Department, and the City Manager's office. The following potential future projects could qualify for grant funding if the GWMP is adopted:

- Well rehabilitation/blending
- Installation of groundwater monitoring wells
- New ground level tank project
- Surface water project

Project initiatives from the GWMP will be closely coordinated with the Community Development Department for related coordination of development and redevelopment initiatives and with Finance prior to seeking Council approval for potential grant funding opportunities. Any potential projects that may be proposed after adoption of the GWMP will be included with future Capital Improvement Project requests within a proposed capital budget.

Fiscal Impact

There are no costs associated with the adoption of this GWMP. The cost of developing the GWMP was budgeted in the Public Works Operations and Maintenance fiscal year 2007/2008. Fiscal impacts have been identified in connection with potential implementation of groundwater management activities, such as studies and projects to mitigate groundwater contamination. If grant funding is pursued and received, the amount can be used to offset the cost of implementation of these water management activities.

Public Contact

The first draft of the GWMP was circulated in early December 2010 for public comment. The City received comments from Woodland resident and member of the Council Energy Committee Christine Shewmaker who expressed the need for the GWMP to address how climate change affect mean annual precipitation and ground water levels. A response to Ms. Shewmaker's comments is summarized within Exhibit B.

In response to the City Council's scheduled consideration of the GWMP on February 1, Woodland resident Bernadette Murray asked for a delay of the item and presented four comments for consideration. Staff met extensively with Ms. Murray and a response to her comments is also provided within Exhibit B.

A notice for this public hearing was published in the Woodland Daily Democrat on February 9 and 16, 2011 pursuant to section 10753.5 of the Water Code. The Statement of Work for preparing the GWMP requires public outreach and stakeholder coordination including the preparation of written statements describing the manner in which interested parties may participate in development of the GWMP. This was published pursuant to section 6066 of the Government Code.

Interagency coordination with Yolo County and the Water Resources Association of Yolo County and its member agencies were part of the study development. A copy of the GWMP is available at the Library, Public Works Department, the City Manager's Office, and can be currently found online at www.cityofwoodland.org.

CEQA Compliance

If approved, the GWMP would entail a discretionary action by the City. However, the GWMP is exempt from review pursuant to CEQA under multiple exemptions, including the following:

> The GWMP is statutorily exempt under California Code of Regulations, title 14 ("State CEQA Guidelines"), section 15262, because it entails identification of best management objectives, identification of potential natural recharge areas, management and optimization of well field operations, and identification and feasibility study of potential conjunctive use projects, and therefore entails feasibility and planning studies. The

GWMP includes the consideration of environmental factors, including the impacts of global climate change.

It is categorically exempt under State CEQA Guidelines section 15306 exemption for information collection, because it entails monitoring of groundwater quality and quantities within the basin and development of monitoring protocols, and will have no serious or major disturbance of any environmental resource. While well rehabilitation/blending, the installation of groundwater monitoring wells, a new ground level tank project, and surface water projects are discussed, these actions are not part of the GWMP. Instead, they entail past activities that have already been the subject of CEQA review, or possible future activities that are currently only speculative, but, once identified, are separate projects that will be the subject of appropriate CEQA review prior to implementation.

The GWMP is also categorically exempt under State CEQA Guidelines section 15307 exemption for activities taken to maintain, restore, or enhance a natural resource and section 15308 exemption for activities taken to assure the maintenance, restoration, enhancement, or protection of the environment, because the GWMP's purpose is to create a monitoring program, groundwater sustainability, groundwater protection, and planning integration. In order to protect and enhance the environment and the natural resources of groundwater and surface water, the GWMP creates Basin Management Objectives and a program for monitoring and managing the basin's groundwater levels and preventing groundwater quality degradation, inelastic land subsidence, and changes in surface water flow and quality that directly affect groundwater levels or quality or that are caused by groundwater pumping in the basin. It also includes monitoring protocols designed to detect such changes, such that a net benefit to basin groundwater users will result. It describes potential future groundwater management actions that could be implemented in order to develop integrated regional solutions for water management and to coordinate conjunctive management of surface and groundwater to improve regional supply, reliability, and quality of water. The GWMP does not include construction activities or relaxation of environmental standards, and no expansion of capacity will be created by the steps taken to manage groundwater. There is no possibility that implementation of the GWMP may cause a direct physical change in the environment, a reasonably foreseeable indirect physical change in the environment, or a significant impact on the environment.

Alternative Courses of Action

1. Conduct a Public Hearing, waive first reading and read by title only an ordinance adopting the GWMP which, under SB 1938, establishes the framework for working cooperatively with local agencies in managing local groundwater resources and establishes grant funding eligibility for construction and groundwater projects administered by the California Department of Water Resources. The preparation and adoption of the GWMP are statutorily and categorically exempt under the California Environmental Quality Act ("CEQA," Pub. Res. Code, § 21000 et seq.).

2. Do not to adopt this GWMP and give alternate direction to staff on changes to be made to the GWMP.

Recommendation for Action

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

Prepared by: Akin Okupe
Senior Civil Engineer

Reviewed by: Doug Baxter
Principal Civil Engineer

Reviewed by: Greg Meyer
Director of Public Works

____
Mark G. Deven
City Manager

Attachments: Exhibit A – Executive Summary
Exhibit B – Questions and Answers from Citizens
Exhibit C – Proposed Ordinance

The City of Woodland (City) adopted a resolution to prepare this groundwater management plan (GWMP) on June 1, 2010, pursuant to Sections 10750 *et. seq*. of the California Water Code (CWC).

This GWMP was developed in coordination with the other local agencies with adopted plans and other basin stakeholders. This plan will be administered by the City Director of Public Works with consideration of the recommendations of an advisory committee made up of members of the Water Resources Association of Yolo County (WRA) Technical Committee, which includes staff representation from the City of Woodland.

The City intends to work cooperatively with other local agencies to manage water resources in the basin. This GWMP is one of several planning documents that will support the City's efforts. In an effort to better manage groundwater resources, local agencies in the vicinity of the City have adopted and are implementing the GWMP, Urban Water Management Plans (UWMP), and Integrated Regional Water Management Plans (IRWMP). The City is an active agency member of the WRA. The WRA, in cooperation with federal, state, and local agencies, developed an IRWMP intended to identify and describe water supply projects, address flood management, protect water quality, enhance aquatic and riparian habitat, and improve recreational opportunities (WRA, 2007). The writing of the IRWMP led to close collaborative ties between City, County, and State agencies, local water resource agencies, and community organizations. The City is also a member of the Westside Regional Water Management Group (RWMG), which consists of public agencies in Yolo, Solano, Lake, Colusa, and Napa Counties. The Westside RWMG is preparing the Westside IRWMP, which will constitute an integrated Water Management Plan for the Cache and Putah Creek watersheds. The Westside IWRMP is scheduled to be completed in 2016.

Public participation was sought during the development of this plan, and this final version of the GWMP reflects input received from members of the public. Key areas were climate change and plan implementation. Input was sought through the plan's public outreach process. Comments were received in writing, and the City worked with the individual commenters to develop appropriate responses to the comments and revisions to the GWMP. The public comments and City responses are documented in the GWMP.

ES.1 AUTHORITY

The CWC provides the City's authority to adopt this GWMP. The City overlies the Yolo Groundwater Sub-basin and provides water service within its service area. The City is a local agency pursuant to CWC Section 10752 (g). The City is authorized to adopt this GWMP as provided in CWC Section 10753 (a).

ES.2 PURPOSE OF THE GROUNDWATER MANAGEMENT PLAN

The City relies on groundwater to meet the water demands of its customers. The purpose of this GWMP is to:

1. State the City's overall groundwater management goal;
2. Put forth Basin Management Objectives (BMO) applicable to the City service area;
3. Provide a mechanism for the continued collection of baseline groundwater and aquifer information; and
4. Establish management actions, including provisions for updating the plan as conditions change and new information becomes available.

The City is located in the Yolo Sub-basin (Sub-basin 5-21.67) of the Sacramento Valley Groundwater Basin as defined in the California Department of Water Resources (DWR) Bulletin 118 update (DWR, 2003). Figure ES-1 shows the location of the City in relation to the boundaries of other local agencies overlying the groundwater basin. The Yolo Sub-basin is bounded by Cache Creek on the north; the Sacramento River on the east; Putah Creek on the south; and the Coast Range on the west (DWR, 2004). This plan covers the City service area.

ES.3 OVERALL GROUNDWATER MANAGEMENT GOAL

The City's overall groundwater management goal is to work cooperatively with basin stakeholders and the public to maintain a sustainable, reliable, high-quality groundwater supply for beneficial use in the City service area and surrounding areas (Figure ES-2).

ES.4 BASIN MANAGEMENT OBJECTIVES

BMOs were developed to support the City's overall groundwater management goal. BMOs were established to address the following five areas:

- Groundwater quality
- Groundwater elevations
- Inelastic land subsidence
- Adverse impacts to surface water flows and surface water quality due to groundwater pumping
- Adverse impacts to groundwater levels and groundwater quality due to changes in surface water flow or quality

BMO-01 – Protect and maintain groundwater quality within the City service area for the benefit of basin groundwater users. Groundwater within the City's service area is affected by nonpoint sources of nitrate and salts, and localized point sources of anthropogenic contaminants. Naturally occurring contaminants, resulting from dissolution of minerals comprising the aquifer skeleton, also affect groundwater quality. The City's objective is to minimize the impact of these contaminants at the locations of individual municipal wells within its service area, and to support stakeholder efforts to protect beneficial uses in the groundwater sub-basin from adverse impacts to groundwater quality.

The City analyzes groundwater quality samples from its active production wells to comply with applicable standards in Title 22 of the CWC. The Department of Public Health (DPH) Title 22 program specifies the constituents to be tested, the detection limits for these constituents and reporting requirements. Sampling is conducted annually in a subset of the active wells such that each well is sampled on a three-year rotating cycle. Compliance with drinking water standards is a primary objective for the City. The City also uses the groundwater quality results to assess potential impacts to the municipal wastewater treatment plant, which is regulated under a Central Valley Regional Water Quality Control Board Waste Discharge Requirements Order. The primary constituents of concern for the wastewater discharge are selenium, boron and total dissolved solids (TDS). The water quality results will be evaluated on the same annual cycle under which the wells are sampled, such that each well will be evaluated every three years when new sample results are available. Temporal trends in the concentration of each constituent will be evaluated using a three-sample moving average comprised of the three most recent historical sample results for each well. Any increase in the concentration of a constituent of 20 percent or greater relative to the three-sample moving average will trigger evaluation of the need for potential actions, including:

- Consideration of possible agricultural and landscaping best management practices that could help control nitrate, nutrient and salt loading to the groundwater basin
- Additional monitoring, potentially on a more frequent basis
- Operational modifications affecting the pumping schedule and rate
- Well modifications to adjust the depth of pumping or seal zones with inferior water quality
- Well destruction, with possible replacement with a new well
- Replacement with a surface water supply
- Wellhead treatment, if feasible
- Destruction of abandoned wells

BMO-02 – Maintain groundwater elevations that result in a net benefit to basin groundwater users. Groundwater in the Yolo Sub-basin is used for municipal, domestic and agricultural supply. The City recognizes the need to support all of these uses. The City's objective is to work cooperatively with stakeholders to maintain groundwater levels at elevations that economically meet the City's municipal supply needs within its service area, and stakeholder needs for irrigation, domestic and industrial supply in surrounding areas of the sub-basin.

The City measures static water levels in its production wells on a monthly basis and uses the information to assess trends in groundwater levels. Historical data are available from 1976 through the present. This record encompasses significant variations in hydrology, including the 1976-1977, 1988-1992 and 2007-2009 droughts. Reductions in groundwater levels affect well capacity. Typically, the July-August timeframe is the most critical time of year because groundwater levels are near their annual minimum, and demands are near their maximum. Under dry conditions, the July and August groundwater levels could decline to a degree that potentially affects the City's well capacity. The monthly static groundwater levels will be compared to historical results to assess the potential need for management actions. Emphasis will be placed on evaluating April through June static groundwater levels, because groundwater levels typically reach their maximum in April. Significant reductions in April through June static groundwater levels may indicate the need for actions to mitigate reductions in well capacity caused by very low groundwater levels in July and August. Historically low groundwater levels occurred in 1977 and 1991. The lowest recorded measurements for the months of April through June occurred in 1977. The need for potential actions will be considered when April through June groundwater levels decline to levels that are within 25 percent of the April through June 1977 groundwater levels. Potential actions include:

- Outreach to encourage conservation
- Operational modifications to reduce reliance on wells most affected by groundwater level declines
- Construction of additional wells
- Use of surface water supplies

BMO-03 – Minimize the risk of future significant impact due to inelastic land subsidence. Inelastic land subsidence resulting from groundwater withdrawal has had significant consequences in the Yolo Groundwater Sub-basin. The risk of future significant impacts depends on a complex array of variables including: the degree of new groundwater development, especially in areas or at depths not previously exploited; changing land use, which could bring to light an impact that would otherwise go unnoticed; and the mineral composition of the aquifer skeleton, and its consolidation history. The City's objective is to prevent or minimize future impacts that may result from increased rates of inelastic land subsidence in and around its service area by continuing to cooperate with other stakeholders to monitor rates of inelastic land subsidence using the Yolo Subsidence Network.

Rates of inelastic land subsidence are being established by the WRA's Yolo Subsidence Monitoring Project. At present, data are insufficient to establish significance criteria for rates of inelastic land subsidence in the Woodland area. The City will participate in future surveys of the Yolo Subsidence Network and will evaluate the results with other members of the WRA.

BMO-04 – Protect against the risk of impacts to surface water flows and quality caused by groundwater pumping. The City currently does not use surface water, and there are no surface water flows within or adjacent to the City's service area. However, the City recognizes that the importance of protecting against impacts to surface water flows and surface water quality in the watershed. The City's objective is to work with basin stakeholders during integrated regional water management planning efforts to select alternatives that minimize the potential impacts to surface water flows and surface water quality caused by groundwater pumping.

BMO-05 – Protect against the risk of impacts to groundwater levels or groundwater quality caused by changes in surface water flows or surface water quality. Surface water deliveries are an important source of groundwater recharge in the Yolo Groundwater Sub-basin. Modeling studies indicate that, in the Central Valley as a whole, irrigation returns account for about 80 percent of the groundwater recharge on average (Williamson, et. al., 1989). Changes in the quantity of surface water delivered to the basin may affect both groundwater levels and groundwater quality. Changes in the sources of surface water may affect groundwater quality. The City's objective is to work cooperatively with basin stakeholders during integrated regional water management planning efforts to select water supply alternatives that minimize the potential impacts to groundwater flows and groundwater quality caused by changes in surface water flows or surface water quality.

ES.5 GROUNDWATER MANAGEMENT PLAN COMPONENTS

The BMOs are linked to management actions that are planned or triggered to attain the BMOs and overall groundwater management goal (Figure ES-1). Management actions are addressed under the six components of the GWMP:

- Agency Coordination, Stakeholder Involvement and Public Outreach
- Monitoring Program
- Groundwater Sustainability
- Adaptive Management and Mitigation in Response to Climate Change
- Groundwater Protection
- Planning Integration

Each component of the GWMP addresses related groundwater management subject matter and recommended actions. For example, the monitoring program component addresses the related topics of groundwater elevation monitoring; groundwater quality monitoring; land subsidence monitoring; groundwater-surface water interaction monitoring; and data management, quality assurance and quality control. The groundwater protection component addresses well construction and destruction policies, wellhead protection policies, protection of recharge areas, management of sources of groundwater contamination, and control of saline water intrusion.

ES.6 ADVISORY COMMITTEE FORMATION

The Advisory Committee for this GWMP is comprised of the WRA Technical Committee, which includes representation by City of Woodland staff. The City plans to continue to designate City representatives to the WRA Technical Committee and Advisory Committee during implementation of this GWMP.

ES.7 ANNUAL GROUNDWATER MANAGEMENT REPORT

The City plans to annually produce a status report to document the progress of the GWMP implementation throughout the previous year and to review and confirm actions for the next year. The report will include information regarding inelastic land subsidence, when updates are available, groundwater quality, groundwater production, and groundwater levels in relation to the established BMOs. When the Woodland-Davis Clean Water Agency's Davis Woodland Water Supply Project (DWWSP) is implemented, the annual reports will document the effect that the addition of a municipal surface water supply has on the groundwater system through groundwater level, groundwater production, and groundwater quality monitoring.

ES.8 FUTURE GROUNDWATER MANAGEMENT PLAN UPDATES

Periodic GWMP updates will be required as knowledge of the Yolo Sub-basin increases and groundwater management strategies evolve. The City will periodically consider new groundwater management techniques to be incorporated into the GWMP. Over time, BMOs may need to be modified based on changing groundwater conditions, the completion of the DWWSP and the addition of an operable conjunctive use system, or the development of new key groundwater management objectives. If changes must be made, the City will formalize the changes in an updated GWMP. The City plans to update this GWMP every five years on approximately the same update cycle as the City's UWMP.

ES.9 FINANCING

The implementation of this GWMP will be funded by the City. Ongoing coordination activities will be performed by City staff using City funds. Most baseline data collection activities will also be funded by the City. The City plans to provide a proportional share of costs for other regional data collection efforts, such as land subsidence monitoring. State or federal funding may be pursued to support implementation of this GWMP.

N:\Clients\204 Woodland\00-08-18 Groundwater Mngmnt Plan\GIS\figure 1-1 Location Map.mxd 9/20/2010

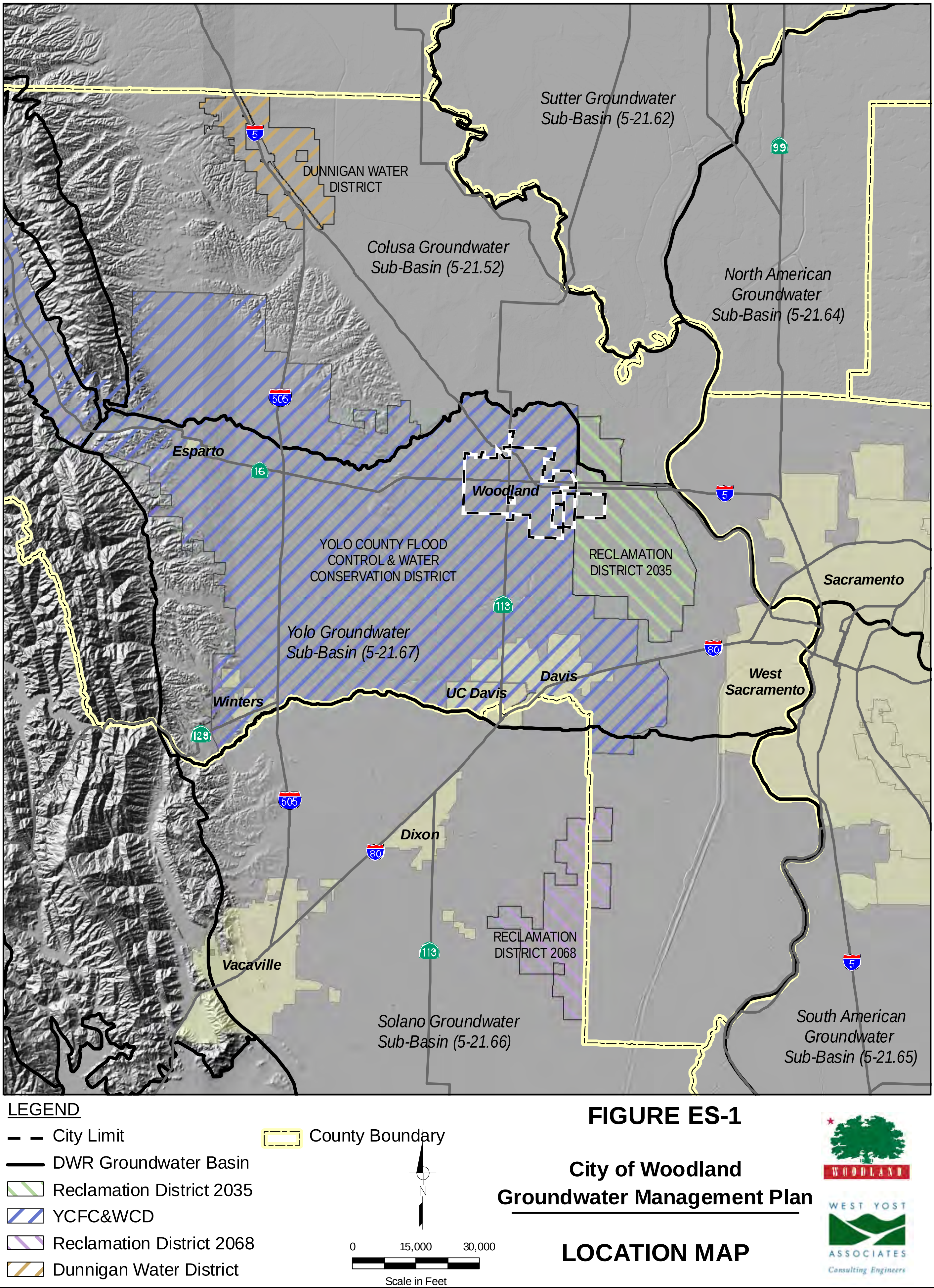


FIGURE ES-1

City of Woodland Groundwater Management Plan

LOCATION MAP

WOODLAND

WEST YOST ASSOCIATES Consulting Engineers

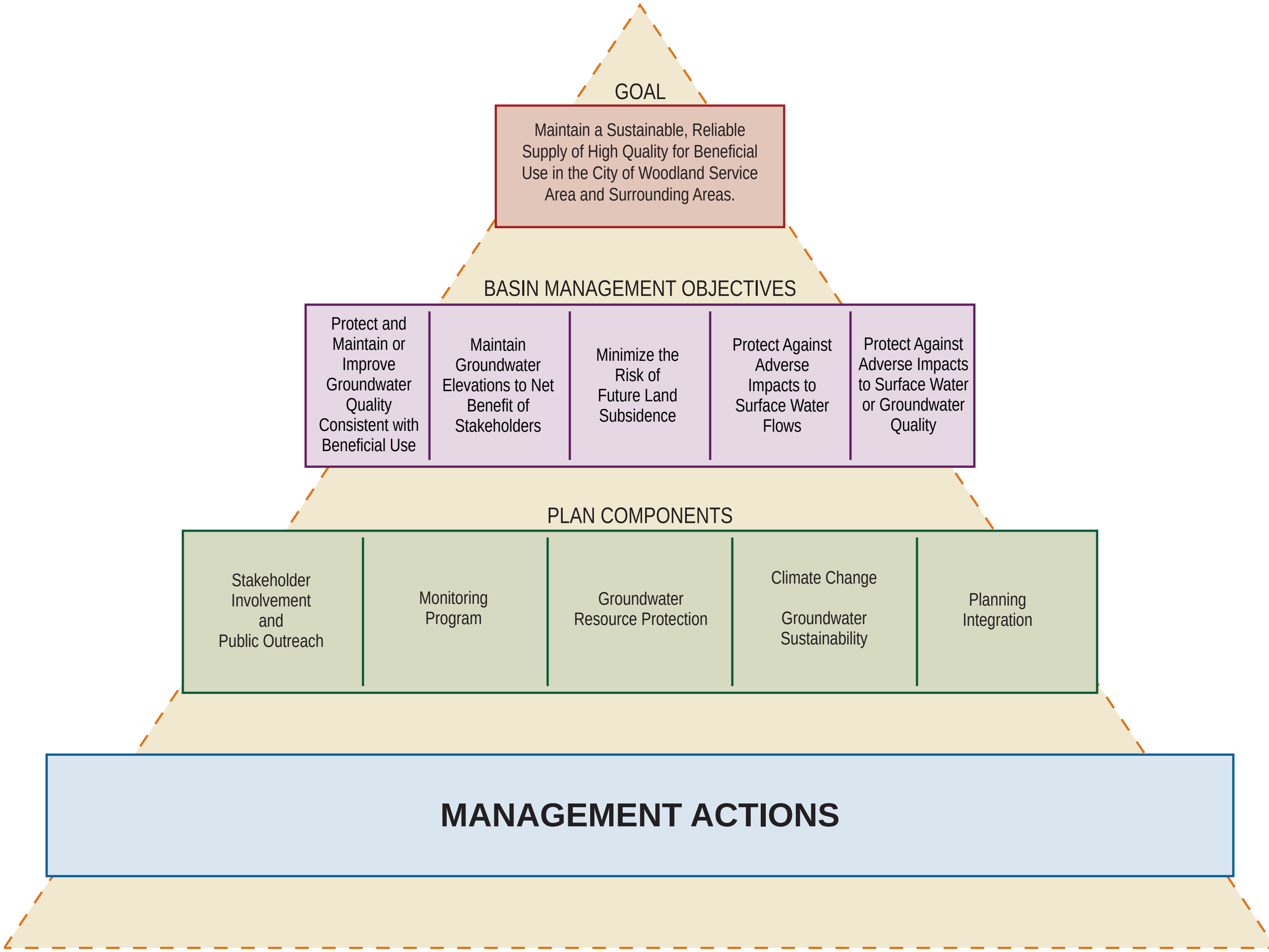


Figure ES-2

City of Woodland
Groundwater Management Plan

GROUNDWATER MANAGEMENT COMPONENTS

WOODLAND

WEST YOST ASSOCIATES
Consulting Engineers

WEST YOST ASSOCIATES
Consulting Engineers

February 10, 2011 Project No.: 204-00-08-18

Mr. Akin Okupe
Senior Civil Engineer
City of Woodland
655 N. Pioneer Avenue
Woodland CA 95776

SUBJECT: Response to a Public Comment on the City of Woodland Draft Groundwater Management Plan

Dear Mr. Okupe:

This letter summarizes the response to a comment received from a member of the public on the City of Woodland's draft Groundwater Management Plan during the public review period. On December 2, 2010, Ms. Christine Shewmaker, a Woodland resident, submitted a comment to members of the Woodland City Council and Water Resources Association of Yolo County. The full text of Ms. Shewmaker's comment is provided in Attachment A.

The comment included a request to address climate change in the document. The Groundwater Management Plan has been revised to reflect Ms. Shewmaker's request. Attachment B documents the changes that were made to the document. These changes are summarized as follows:

- Section 2, Basin Description and Agency Water Supplies, includes a new discussion of climate change research and potential impacts, and introduces the concepts of adaptive management and mitigation as tools for addressing the impacts of climate change and the uncertainties associated with these impacts (See Section 2.1.3, Climate Change).
- Section 3, Groundwater Management Goal and Plan Components, includes a new plan component entitled, Adaptive Management and Mitigation in Response to Climate Change. This section provides a discussion of Woodland's ongoing efforts to diversify water supplies, conserve water, participate in regional planning efforts, and other measures classified as adaptive management strategies by authoritative sources. The following actions are identified (Section 3.3.4, Adaptive Management and Mitigation in Response to Climate Change):

  "Continue to review scientific and policy updates related to climate change as they become available through the IPCC, State, CUWA and other climate change authorities. Continue to implement the components of this groundwater management plan. Continue to include adaptive management principals in water supply and infrastructure planning."

- Figure 3-1, Groundwater Management Plan Components, now shows "Climate Change" with "Groundwater Sustainability" as a groundwater management plan component.

We appreciate Ms. Shewmaker's interest in reviewing the draft groundwater management plan and her insight on the need to address climate change in the document. We hope that the revisions made to the document fully address her concerns and that the revised document provides the City of Woodland with the planning tools needed to address the range of groundwater management issues, including climate change.

Sincerely,

WEST YOST ASSOCIATES

Kenneth L. Loy

Kenneth L. Loy
Principal Hydrogeologist
P.G. #7008

KLL:nmp

attachments

Attachment A

On December 2, 2010, Ms. Christine Shewmaker, a Woodland resident, submitted the following comment to members of the Woodland City Council and Water Resources Association of Yolo County.

Dear members of the WRA and the Woodland City Council:

Thank you for the opportunity to comment on the Draft of the Groundwater Management Plan for the City of Woodland.

The impacts of climate change are becoming ever more evident. This is very clear here in California and California may be one of the earlier geographic areas to feel the effects. The water supply in California is one of the resources that is predicted to be impacted heavily. In 2009, the California Natural Resources Agency released a study "California Climate Adaptation Strategy" (http://www.climatechange.ca.gov/adaptation/index.html) One of the areas that was highlighted in the report was water. In discussing water management challenges in a warming California at the top of the list was *"Reduced Water Supply from the Sierra Snowpack*" (See page 80 of the report for further information and figures http://www.energy.ca.gov/2009publications/CNRA-1000-2009-027/CNRA-1000-2009-027-F.PDF) Just recently the Task Force on California's Adaptation To Climate Change released a report "Preparing for the Effects of Climate Change" http://www.pacificcouncil.org/climatechange/report They highlight water as a area of risk and in an editorial (http://www.sacbee.com/2010/11/21/3199398/the-conversation-californiamust.html) they state that they "*conclude that California must prepare for a future that is likely to bring more frequent and intense rains and droughts, higher temperatures,.....*" At a forum here in Woodland, Elissa Lynn with the Department of Water Resources (DWR), described what she called atmospheric rivers which are likely to be more intense in the future due to climate change. In fact, on the DWR website(http://www.water.ca.gov/climatechange/) it states that "*Climate change is having a profound impact on California water resources, as evidenced by changes in snowpack, sea level, and river flows . These changes are expected to continue in the future and more of our precipitation will likely fall as rain instead of snow. This potential change in weather patterns will exacerbate flood risks and add additional challenges for water supply reliability*". So with predicted lower Sierra Snowpack, and increased extremes in drought and rain, climate change will bring new challenges to water management in California. My opinion is that these challenges should be addressed in any plan for water in California for the future and therefore in the City of Woodland's Groundwater Plan.

In reading the draft I did not see climate change addressed. There is mention of dry periods in sections 2.1.1.2 and 2.3.1 but they do not address that these are predicted to worsen with climate change. In section 3.3.3, Sustainability, they do discuss conjunctive use, recycling and conservation. These are all efforts which can be used to help adapt to some of the effects of climate change on water, but they are not discussed as such.

It is my impression that California encourages the inclusion of climate change in water planning for the future. Whether it is required, I do not know. From my perspective, required or not, it is the right thing to do.

In summary, I urge you to include climate change in this plan. Some mention of the challenges and possible solutions or approaches needs to be included. It could be a section or subsection on its own, or it could be mentioned throughout the whole document.

The City has addressed Climate Change with the formation of a clean energy committee and by passing a resolution in 2008 committing to lower emissions and energy use. The City has made steps to address climate change and including climate change in this Groundwater Management plan would be an appropriate next step.

As many of you know, climate change in general is something I feel needs to be addressed and aggressively. It needs to be considered in all areas of planning as we go forward. Water is clearly one of those areas.

I look forward to any comments and to seeing climate change addressed in the Groundwater Management Plan.

Attachment B

2.1.3 Climate Change

National and international research for the past several decades has indicated a growing concern that our climate is changing, to a large extent due to human activities related to the generation of greenhouse gasses such as carbon dioxide. In the past there has been substantial uncertainty, and some doubt in public discourse and debates. Over the last few years there have been landmark advancements in scientific studies, ultimately leading to major conclusions in the Fourth Assessment of the Intergovernmental Panel on Climate Change (IPCC).

The IPCC was established to provide the decision-makers and others interested in climate change with an objective source of information about climate change. It was set up by the World Meteorological Organization and the United Nations Environment Programme, and has served since 1988 as a clearinghouse for research and policy discussions related to climate change. The role of the IPCC "…is to assess on a comprehensive, objective, open and transparent basis the latest scientific, technical and socio-economic literature produced worldwide relevant to the understanding of the risk of human-induced climate change, its observed and projected impacts and options for adaptation and mitigation …." Agencies of the United States government have provided major input to both research and discussion, particularly through the U.S. Geological Survey. Science organizations worldwide have been following climate change research and in 2009 the Academies of Sciences from 13 nations issued a letter calling for urgent and coordinated action to combat climate change.

The IPCC has issued four major "assessments" of the status of climate change research, current levels of understanding, and potential policy implications. The Fourth Assessment Report was released throughout 2007, indicating for the first time clear links between human activities and global warming. The Fifth Assessment Report is scheduled for finalization in 2014. The historical and projected continued warming of the earth has and will continue to cause changes to our climate. While such induced "climate change" has implications to a number of environmental factors, of concern in this discussion is implications to water supply reliability.

The State of California has provided major focus and funding on climate change research and impacts, with particular focus on developing both "adaptation" and "mitigation" strategies. In the context of climate change and its impacts to water resources, "adaptation" is simply the identification and development of strategies to cope with the expected impacts to water supply reliability. "Mitigation" is the identification and development of actions that will reduce the drivers for climate change; for the most part this translates into programs to reduce greenhouse gas emissions and lower the "carbon footprint" of activities associated with water supply and use.

The State's research and continuing recommendations are readily available. The State's Climate Action Team has noted a clear connection between water use and energy consumption, and consequently also with greenhouse gas production (see California Climate Change Portal for the most recent technical and policy information: http://www.climatechange.ca.gov/). The 2005 California Water Plan Update addressed climate change and water in a general way, noting the many potential interconnections as well as the potentially serious impacts of ongoing climate change on water supply reliability. The 2009 Update to the California Water Plan addresses this topic in a more substantive way (http://www.waterplan.water.ca.gov/climate/index.cfm), and includes recommendations and advice on how to incorporate climate change into long-term water resources planning. It is also recommends specific actions in the areas of adaptation and mitigation as discussed above.

DWR maintains an updated web site on climate change and California's water resources (http://www.water.ca.gov/climatechange/). That web site notes, in part: "Climate change is already impacting California's water resources. In the future, warmer temperatures, different patterns of precipitation and runoff, and rising sea levels will profoundly affect the ability to manage water supplies and other natural resources. Adapting California's water management systems to climate change presents one of the most significant challenges for the 21st century". In 2006 DWR published a major report on climate change and California's water resources, Progress on Incorporating Climate Change Into Management of California's Water Resources. This was summarized and updated in a paper published in a special issue of the Journal of Climate Change in 2008 (http://wwwdwr.water.ca.gov/climatechange/docs/CCprogress_mar08.pdf). In 2010, DWR provided another update entitled Climate Change Characterization and Analysis in California Water Resources Planning Studies. This report provides a summary of the climate change characterization approaches and methodologies that have been used in recent planning studies conducted by DWR and its partner agencies. The report is intended for use by DWR to consider how to include climate change analyses in planning studies, with emphasis on the State Water Project planning studies.

Collectively, this State information provides the most updated information related to potential specific impacts of water supply reliability in California related to impacts of a changing climate.

DWR and others have done studies to model potential future impacts at the regional level on both streamflow and temperature. The focus has been on the Sacramento River system since it is a major source of water for much of California.

The different models are split on whether future annual average runoff will be wetter or drier. Other studies make it clear, however, that we are likely to see more extreme hydrology: more floods and droughts, regardless of the "average" hydrology. However, these same regional models agree that the future will likely be warmer than it is today.

Other potential changes include less snowpack, earlier runoff from snowmelt, more precipitation as rain than snow, changes in the amount and timing of stream flows, changes in water resources system operations, and rising sea levels. In turn, these changes could have serious impacts to water supply reliability, including water quality. DWR has confirmed that some impacts have been underway for many years. For example, the historical Sacramento River snowmelt runoff has been decreasing as a percentage of total annual flows for much of the 20th century. This is an indication of a long-term decrease in snowpack, and perhaps an increase in wintertime flows and floods.

There are few published examples of water supply adaptation and mitigation strategies. In December 2007 the water user organization, California Urban Water Agencies (CUWA), published a summary report of a survey of its 11 large urban water agencies on this topic (CUWA agencies are major urban water utilities throughout the state, and include such agencies as the Metropolitan Water District of Southern California, East Bay Municipal Utility District, and the San Francisco Public Utilities District). This report, "Climate Change and Urban Water Resources, Investing for Reliability", identifies a number of adaptation and mitigation strategies currently being employed to address climate change. The table below lists some of these strategies. The CUWA report is available on their web site: http://www.cuwa.org/library/ClimateChangeReport12_2007.pdf.

CUWA Adaptation and Mitigation Examples	
Adaptation Examples	Mitigation Examples
Develop groundwater storage	Renewable energy generation
More aggressive conservation	Conserve energy in water facilities
Water transfers	Decrease energy use in fleet, equipment
Optimize local storage	Increase employee incentives for action
Develop regional water projects, partnerships	Develop methane offsets (biogas at wastewater facilities used in place of natural gas or other fuels)
Take leadership role on this issue	Take leadership role on this issue

Despite the high level of attention both in California and internationally, there is very little information developed on the potential impacts of climate change on groundwater. The principal concern is rising sea level and potential salinity intrusion into coastal groundwater aquifers. While this is a concern for coastal areas of California, it is not a concern in the portion of Yolo groundwater subbasin near the City.

While not addressed specifically in IPCC reports, there are potential impacts to groundwater resources that have been discussed over the past few years. These include the following concerns:

1. Decreased reliability of surface water supplies could lead to increased reliance on groundwater, further stressing such supplies.
2. Changes to surface water hydrology – increased winter flood flows, reduced spring and summer snowmelt runoff – could decrease groundwater recharge.
3. Increased landscape and irrigation water demands due to increased temperatures will further increase pressures on groundwater supplies.

3.3.4 Adaptive Management and Mitigation in Response to Climate Change

The City's commitment to the development of diversified water supplies, including both groundwater and surface water sources, will provide opportunities for adaptive management and mitigation in response to climate change. Some of the potential impacts of climate change on water supply are discussed in Section 2.1.3. However, specific impacts to the City's water supplies can not be predicted with certainty. The available data and information on the potential impacts to groundwater are especially limited. The City will use adaptive management and mitigation approaches to address the potential water supply-related impacts of climate change and the uncertainty associated with these impacts. The groundwater sustainability measures discussed in the previous section, including implementation of the Davis Woodland Water Supply Project (DWWSP) and water conservation, will be important tools in both strategies. Potential adaptive management strategies include:

- Development of groundwater recharge, storage, and conjunctive use projects
- Water transfers
- Development of regional water projects and partnerships
- Water conservation
- Optimization of local storage

The City's involvement in the DWWSP will enable implementation of several of these strategies, and the City has implemented the others in its service area. Groundwater storage will be increased as a natural consequence of the DWWSP. Average annual groundwater use by the City will decline because of the DWWSP, and this will result in additional groundwater in storage, assuming groundwater use by others does not increase. Through the Woodland-Davis Clean Water Agency (WDCWA), the City is also evaluating Aquifer Storage Recovery (ASR). ASR is the storage of water in the aquifer during times when water is available and recovery of the water from the aquifer when needed at a later time. There is potential to use seasonally available excess capacity in the DWWSP water treatment plant (WTP) to treat Sacramento River water, which could then be injected through existing or new municipal wells. This water could then be extracted from the same wells during times when surface water is less available to meet municipal demands. A key advantage of this ASR concept, with to respect to climate change, is that it would provide a reliable source of supply to the City without placing additional demands on the overall surface water and groundwater supply of the region. ASR could result in water quality benefits within the portions of the groundwater basin underlying the City, because the quality of the recovered water would be similar to the quality of treated surface water.

Water transfers are also a tool used in the DWWSP. The DWWSP's certified Environmental Impact Report evaluated a range of water transfer alternatives. Because the environmental review of these water transfer alternatives has been completed, they can more easily be considered as part of an adaptive strategy to mitigate future dry conditions.

The City is a member of the WDCWA, the entity implementing the DWWSP, and the WRA. The WDCWA is actively engaged in implementing the DWWSP, and the WRA is an active participant the Westside Regional Water Management Group (RWMG). The Westside RWMG represents entities in the Cache Creek and Putah Creek watersheds. The watersheds of these two creeks encompass portions of Yolo Counties, Solano, Lake, Colusa, and Napa. Public agencies in the Westside RWMG coordinate with each other at present, and in the future will cooperate more closely with overlapping and immediately adjacent regions, such as the northern Sacramento

Valley. The Westside RWMG was recently awarded a $1 million Prop 84 planning grant for use in preparing the Westside IRWMP. The Westside IRWMP is expected to be completed in 2013.

The City has also embarked on a water conservation program, as described in Section 3.3.3.4. The City's water conservation efforts are expected to result in a 20 percent in reduction in demands by 2020, as mandated by the State in SB7. In addition to the water supply benefits of this conservation program, energy will be conserved, thereby potentially aiding in the control of green house gas emissions.

The City is evaluating measures to optimize storage of potable water, potentially using ASR, as part of its ongoing planning for future capital improvements. The City is coordinating these evaluations with the DWWSP planning efforts through its involvement in the WDCWA.

Action: Continue to review scientific and policy updates related to climate change as they become available through the IPCC, State, CUWA and other climate change authorities. Continue to implement the components of this GWMP. Continue to include adaptive management principals in water supply and infrastructure planning.

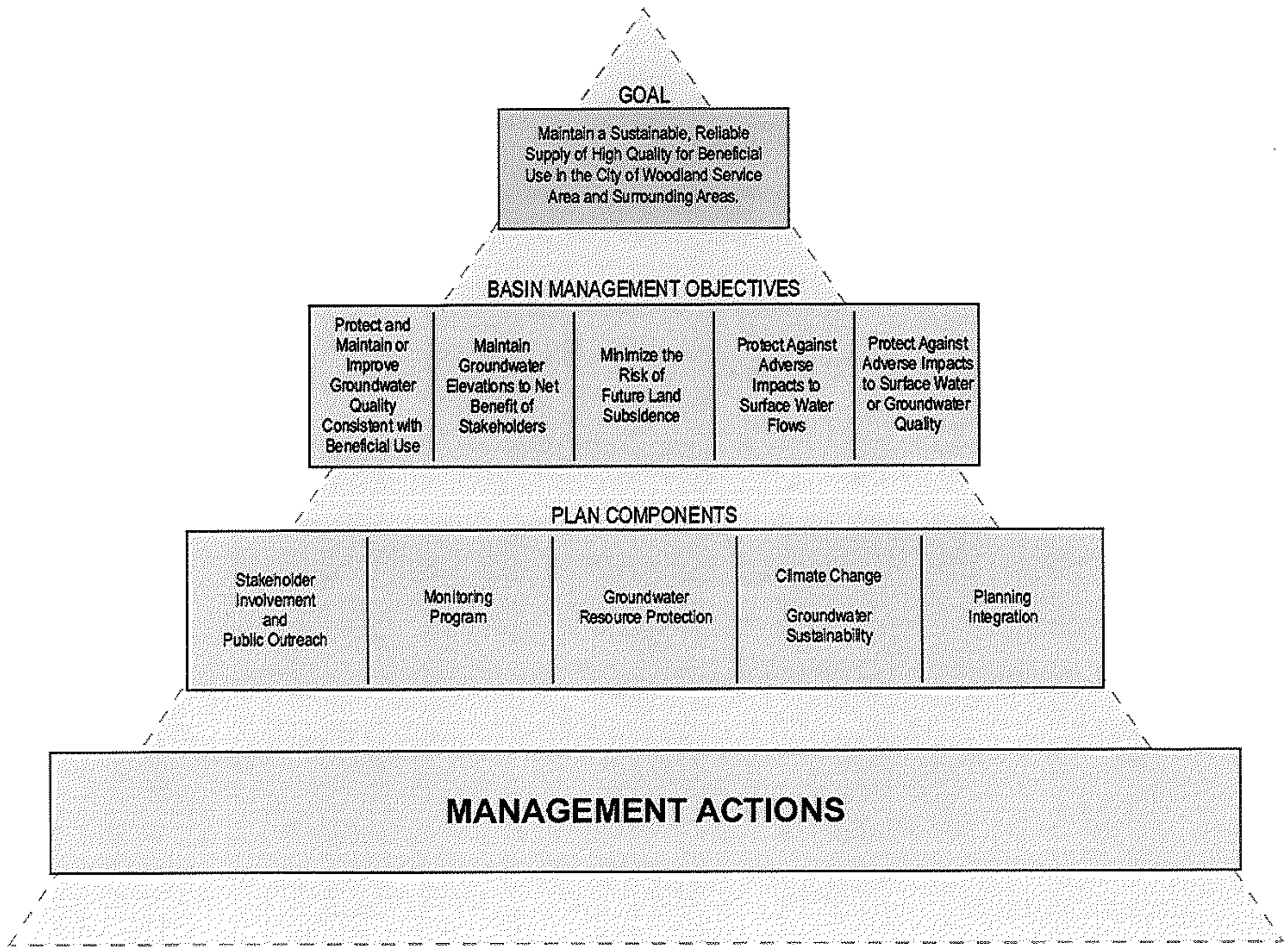


Figure 3-1

City of Woodland
Groundwater Management Plan

GROUNDWATER MANAGEMENT COMPONENTS

WOODLAND

WEST YOST ASSOCIATES
Consulting Engineers

WEST YOST ASSOCIATES
Consulting Engineers

February 14, 2011 Project No.: 204-00-08-18

Mr. Akin Okupe
Senior Civil Engineer
City of Woodland
655 N. Pioneer Avenue
Woodland CA 95776

SUBJECT: Response to a Public Comment on the City of Woodland Draft Groundwater Management Plan

Dear Mr. Okupe:

This letter summarizes the response to comments received from a member of the public on the City of Woodland's draft groundwater management plan. On January 30, 2011, Ms. Bernadette Murray, a Woodland resident, submitted comments to members of the Woodland City Council and City Manager. This letter summarizes Ms. Murray's comments and the revisions made to the groundwater management plan. The full text of Ms. Murray's comments is provided in Attachment A.

Comment 1. Ms. Murray requested a delay in adopting the groundwater management plan until after the water rate advisory committee issues its final report, because the final report may contain recommendations that could affect Section 3 of the groundwater management plan. The comment cited three topics in the groundwater management plan that could be affected by the final report of the water rate advisory committee. These were water recycling, salinity and the phasing out of water softeners.

Response 1. Section 3.3.3.2 of the revised groundwater management plan states the following,

> "There are currently no water recycling projects in the City. The City is in the early stages of evaluating recycled water use to offset potable water demands. Other potential supplies, including shallow irrigation wells in parks and other public landscape areas, are also being considered for this purpose.
>
> **Action:** Continue to evaluate alternative supplies that could offset nonpotable demands currently met with drinking water sources."

The revised groundwater management plan also includes discussion of the Davis Woodland Water Supply Project (DWWSP), which is being undertaken by the Woodland-Davis Clean Water Agency (WDCWA). The WDCWA is a joint powers authority including the Cities of Woodland and Davis and UC Davis. Planned implementation of the DWWSP will provide the City with treated surface water from the Sacramento River in 2016. The City's use of groundwater will continue but at a significantly reduced rate. The salinity of the treated surface water will be much lower than the City's groundwater, and the anticipated proportions of surface water to groundwater make it unlikely that customers will want to continue to use water softeners.

The overall salinity of the City's supply will be significantly reduced as a direct consequence of the DWWSP. The consequential phasing out of water softeners will also decrease salinity in the City's treated wastewater effluent.

The City's urban water management plan is scheduled to be completed by June 2011 and must be submitted to California Department of Water Resources by July 1, 2011. The adopted groundwater management plan needs to be attached to the urban water management plan, per California Water Code Section 10631. Delaying the adoption of the revised groundwater management plan could jeopardize the City's ability to meet the state-mandated schedule for the urban water management plan. Recommendations from the water rate advisory committee's final report can be addressed in the City's water focus study, which is under development. The water focus study is a water planning document with a broader scope than the groundwater management plan. Recycled water will also be addressed in the City's Urban Water Management Plan.

Comment 2. Prior to adoption, the Groundwater Management Plan should be revised to correctly identify the Woodland-Davis Clean Water Agency (WDCWA) rather than referencing the DWSWP (Davis Woodland Surface Water Project).

Response 2. Section 2.2.5.2, Planned Water Supplies, includes the following text.

> "The Woodland-Davis Clean Water Agency (WDCWA) is a joint powers authority including the Cities of Woodland and Davis and the UC Davis. The WDCWA is implementing a regional water supply project, known as the Davis Woodland Water Supply Project (DWWSP), to divert, treat and convey Sacramento River water to their respective service areas. The DWWSP will allow the project partners to reduce their groundwater pumping rates, a shift that will facilitate compliance with existing and anticipated wastewater discharge requirements, ensure compliance with existing and anticipated drinking water standards, and help enable adaptive management in response to climate change. The DWWSP will divert surface water from the Sacramento River using a new water intake/diversion facility. The project will also include untreated and treated-water conveyance pipelines, and a new water treatment plant (WTP). Surface water diverted from the Sacramento River will consist of water appropriated for use by the DWWSP Partners and water purchased from users with senior water rights. Local groundwater will continue to be used but at a substantially reduced rate compared with the current usage. The DWWSP Partners anticipate that surface water deliveries will begin in 2016."

The acronym, DWWSP, is used throughout the following sections of the revised groundwater management plan when referring to the water supply project. The acronym, WDCWA, is used to refer to the agency implementing the DWWSP.

Comment 3. Also the document must clarify whether 100% metering of Woodland will occur in 2018 or in 2012. Both years are stated in different sections of the document. The impact of water metering on projected water consumption is significant and six years is a huge difference in the estimated time to full metered billing.

If actual water consumption reduction exceeds the projected 15% [I estimate 25% may be the real achieved reduction], water rates will have to be increased even more than the projected 20% per year to maintain necessary funding for Capitol Improvement projects, the Surface Water Project, and the terms of the Water Purchase agreement. This should be noted.

Response 3. Section 3.3.3.4, Water Conservation, states the following,

> "The City is also implementing a water meter program and has installed meters on many customer water connections. Many of these customers began receiving sample billings based on their metered consumption in the spring of 2010. The City plans to have virtually all of the water connections in the City metered by the end of 2012. Studies by the California Public Utilities Commission have shown that communities with metered water systems use 7 to 20 percent less water than non-metered areas. Therefore, the City can expect a 7 to 20 percent reduction in water consumption once the City-wide metering is complete."

The State of California approved Senate Bill 7 (SB 7), which requires water providers to reduce their per capita water use by 20 percent by the year 2020. For consistency with the California Public Utilities Commission findings regarding metering and the requirements of SB 7, a 20 percent reduction in per capita water use rates was assumed in the demand projections documented in Section 2.2.4.2 of the revised groundwater management plan. The groundwater management plan is intended to address groundwater-related requirements under California Water Code Sections 10750 et. seq. California Water Code Section 10631 links the groundwater management plan to the urban water management plan, and a 20 percent reduction in demand by 2020 is assumed in both documents. This assumption is consistent with the State-mandated requirements and is appropriate for the purposes of the groundwater management plan and urban water management plan.

Currently, water rates are being structured with approximately a 70 percent fixed component and a 30 percent consumption-based component. This is structure is intended to reduce revenue variances, including those that might result from variation in future per capita water use rates.

Comment 4. In the section on Basin Management Objectives [3-1], the description of monitoring groundwater quality under BMO-01 appears inaccurate. The City of Woodland is investing in a Supervisory Control and Data Acquisition System (SCADA) that will replace the manual sampling process that is described in BMO-01. This section should be revised to describe when that SCADA system is anticipated to be fully operational and how the data will be used for monitoring groundwater quality.

Response 4. BMO-1, entitled, "Protect and maintain groundwater quality within the City service area for the benefit of basin groundwater users" pertains to the water quality aspects of groundwater management. SCADA will only monitor nitrate at a few wells that have relatively high levels of nitrate. SCADA will help protect water users. BMO-1 is intended to be proactive in working with groundwater stakeholders to protect the groundwater aquifer. The SCADA will be used for production and operational management by the City, but will not have the capability of automating the groundwater quality sampling needed to support BMO-1. With SCADA, City staff will have the ability to control the wells remotely, but the groundwater quality results discussed under BMO-1 would still have to be monitored through current sampling procedures. The sampling requirements are largely driven by California Department of Public Health drinking water requirements, which are described in the text. Appendix I describes groundwater sampling procedures.

Comment 5. Also the composition of the members of the GWMP Advisory Committee is represented differently in 1-1 and 3-16 subsection 3.3.5.2 Advisory Committee Formation. The first states that the Advisory Committee is composed of the "WRA". The second states that the Advisory Committee is composed of the "WRA TAC and the Woodland Planning Commission." Not only should the mystery of the real intended composition of the Advisory Committee be solved prior to adoption of the Groundwater Management Plan, but the process whereby the Advisory Committee generates recommendations for the Woodland City Council should be spelled out. Also if indeed. the Woodland Planning Commission is part of the Advisory Committee, then funding for an orientation workshop for Planning Commissioners on basic components of water management should be included as implementation costs ('fiscal impacts") of adopting this Groundwater Management Plan.

Response 5. Section 1.0, Introduction, and Section 3.3.6.2, Advisory Committee Formation, state the groundwater management plan advisory committee will consist of the members of the WRA, including representation by the City of Woodland. Section 3.3.6.2 states,

> "The City is an active member of the WRA. The Advisory Committee for this GWMP is comprised of the WRA Technical Advisory Committee (TAC).
>
> **Action:** Continue to designate City representatives to the WRA TAC and GWMP Advisory Committee during implementation of this GWMP."

We appreciate Ms. Murray's interest in reviewing the draft groundwater management plan. We hope that the revisions made to the document address her concerns and that the revised document provides the City of Woodland with the planning tools needed to address the range of groundwater management issues.

Sincerely,

WEST YOST ASSOCIATES

Kenneth L. Loy

Kenneth L. Loy
Principal Hydrogeologist
P.G. #7008

KLL:nmp

attachments

Attachment A

From: Bernadette Murray [mailto:bemurray2008@gmail.com]
Sent: Sunday, January 30, 2011 6:28 PM
To: Art Pimentel; William L. Marble; Skip Davies; Martie Dote; Mark Deven
Subject: RE: Agenda Item 8 Groundwater Water Management Plan Public Hearing

Dear Woodland City Council members and City Manager:

I am writing to comment on the proposed adoption of the Groundwater Management Plan prepared by West Yost Associates.

I would request that you delay adoption of this GWMP until after you have received the Final Report of the Water Rate Advisory Committee.

There are recommendations from the Water Rate Advisory Committee that I believe will materially impact the implementation actions in section 3 of the Groundwater Management Plan. Specifically, the committee will comment on creating a master plan for the installation of purple piping (for recycled water). Also, salinity and water softeners particularly in future public outreach efforts to phase out the use of water softeners should be included in this GWMP in the section 3 on salinity.

Additionally:

Prior to adoption, the Groundwater Management Plan should be revised to correctly identify the Woodland-Davis Clean Water Agency (WDCWA) rather than referencing the DWSWP (Davis Woodland Surface Water Project).

Also the document must clarify whether 100% metering of Woodland will occur in 2018 or in 2012. Both years are stated in different sections of the document. The impact of water metering on projected water consumption is significant and six years is a huge difference in the estimated time to full metered billing.

If actual water consumption reduction exceeds the projected 15% [I estimate 25% may be the real achieved reduction], water rates will have to be increased even more than the projected 20% per year to maintain necessary funding for Capitol Improvement projects, the Surface Water Project, and the terms of the Water Purchase agreement. This should be noted.

In the section on Basin Management Objectives [3-1], the description of monitoring groundwater quality under BMO-01 appears inaccurate. The City of Woodland is investing in a Supervisory Control and Data Acquisition System (SCADA) that will replace the manual sampling process that is described in BMO-01. This section should be revised to describe when that SCADA system is anticipated to be fully operational and how the data will be used for monitoring groundwater quality.

Also the composition of the members of the GWMP Advisory Committee is represented differently in 1-1 and 3-16 subsection 3.3.5.2 Advisory Committee Formation. The first states that the Advisory Committee is composed of the "WRA". The second states that the Advisory Committee is composed of the "WRA TAC and the Woodland Planning Commission." Not only should the mystery of the real intended composition of the Advisory Committee be solved prior to adoption of the Groundwater Management Plan, but the process whereby the Advisory Committee generates recommendations for the Woodland City Council should be spelled out. Also if indeed. the Woodland Planning Commission is part of the Advisory Committee, then funding for an orientation workshop for Planning Commissioners on basic components of water management should be included as implementation costs ('fiscal impacts") of adopting this Groundwater Management Plan.

For all the above listed reasons, I urge the Woodland City Council to choose course of action number 2 which is to not adopt the Groundwater Management Plan at this time and direct City Staff to address the issues listed above.

Respectfully,

~Bernadette Murray

--

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Woodland, CA 95695-4023

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WOODLAND, CALIFORNIA, ADOPTING A GROUNDWATER MANAGEMENT PLAN

WHEREAS, California law requires local agencies wishing to be eligible for certain types of state funding for water-related improvements to adopt groundwater management plans; and

WHEREAS, the State of California encourages local agencies to develop integrated regional solutions for water management and to coordinate the management of surface and groundwater to work together toward improving regional water supply reliability and quality; and

WHEREAS, adoption of a groundwater management plan will provide a framework for coordinating groundwater management activities among stakeholders, and will identify the basin management goals and objectives needed to guide efforts to effectively manage the groundwater basin as a safe and sustainable water supply;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council adopts the recitals set forth above as its findings in connection with the adoption of this ordinance.

SECTION 2. The City Council hereby adopts the 2011 Groundwater Management Plan prepared for the City by West Yost Associates.

SECTION 3. The City Council has reviewed and considered the information in and regarding the 2011 Groundwater Management Plan and hereby determines that the implementation of the plan and adoption of this ordinance are exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Title 14, sections 15262, 15306, 15307, and 15308 of the California Code of Regulations, which exempt from CEQA feasibility and planning studies; information collection; activities taken to maintain, restore, or enhance a natural resource; and activities to assure the maintenance, restoration, enhancement, or protection of the environment. The City Council further finds that the 2011 Groundwater Management Plan meets the requirements of these exemptions because it includes consideration of environmental factors, including the impacts of global climate change, and includes no construction activities or relaxation or environmental standards. Implementation of the 2011 Groundwater Management Plan and adoption of this ordinance are also categorically exempt pursuant to Section 15061(b)(3) because they will cause no serious or major disturbance of any environmental resource. The City Clerk shall file a Notice of Exemption with the County of Yolo.

SECTION 4. 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 this ______ day of March, 2011 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Artemio Pimentel
Mayor

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Andrew Morris
City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Parks and Recreation Fee Waiver Policy

Report in Brief

Recreation Division staff developed the fee waiver policy to facilitate and direct the review and granting of fee waivers and reductions for the use of the facilities at the Community and Senior Center. The development of the policy was carefully reviewed by the Parks and Recreation Commission and was unanimously approved by the Commission on February 22, 2010.

Staff recommends that the Council adopt the proposed Fee Waiver/Reduction policy as described herein and included as Attachment A.

Background

Parks & Recreation staff processes numerous requests for the use of facilities at the Community and Senior Center. Many times the requestors seek reductions from the established fees. The City ordinance establishing Parks & Recreation fees provides some flexibility in the application of fees; however no policy or procedure exists for processing such requests or provides direction on how to evaluate them. Fee waivers and reductions have been granted in the past without any consistency or fairness as to the justification and review process in granting these requests.

The Community & Senior Center was designed to offer facilities to be used by business and community organizations, non-profit community groups, and private parties for special events, seminars and meetings. The operating budget for the Center depends on this rental income to offset cost of utilities and maintenance for the Community & Senior Center. For FY 2011 the Community and Senior Center rental revenue is projected to be $125,000 while the budget for expenses is $345,385. The Center will fall short of its projected rental income if the fee waiver process is not managed prudently. Under collection of the Center's rental fees may require the Center to reduce operating hours or force cost reductions in another General Fund program.

Discussion

Staff often receives requests for waivers of the rental fees; however, there is no procedure for reviewing such requests. The staff has had no tool to evaluate such requests or to collect information for others to consider. The proposed policy provides guidance for the review of fee waiver/reduction requests.

Each application would be reviewed and a final recommendation made to the Recreation manager who then makes the final determination.

In developing the policy, staff was mindful of the fact that the Community and Senior Center was built for use that would benefit the residents of Woodland. The policy considers the financial situation of the requesting group and the value the requested event will bring to the community. At the same time, the policy also holds the requestor accountable by requiring that other venues be considered as well and to share that information for review. The policy also places limits for fee waivers and sets conditions associated with waivers for fundraising events.

The policy also establishes criteria for eligibility that focuses on public benefits. As an example, a Woodland based non-profit organization that focuses on educating senior citizens on health related issues would be eligible for a fee waiver associated with a public forum senior health.

An important component of the policy is the security requirements for events where alcohol is served. Some events, such as wine and cheese receptions for a limited number of people, may not require any security or limited security. Large events such as concerts that are publicly marketed and charge admission may require a maximum level of security. The level of security will be determined by Recreation Division staff and may require consultation with the Police Department.

Fiscal Impact

Rental revenue could be negatively impacted if staff cannot implement a fair and consistent policy to govern the granting of fee waivers and reductions. The lack of such a policy also affects the efficiency and effectiveness of the staff to manage the renting of the facility.

Public Contact

Public notice of this agenda item occurred with the posting of the City Council agenda. Additionally, there has been discussion and approval at prior Parks and Recreation Commission meetings.

Commission Recommendation

The Parks & Recreation Commission approved the Fee Waiver/Reduction Policy on February 22, 2010.

Alternative Courses of Action

1. Adopt the proposed Fee Waiver/Reduction policy as described herein and included as Attachment A.

2. Direct Staff to make alterations to the proposed policy and return for Council approval.

Recommendation for Action

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

Prepared by: Elle Murphy
Management Analyst

Reviewed by: Dan Bellini
Chief of Police

____
Mark G. Deven
City Manager

Attachment: Fee Waiver/Reduction Policy

City of Woodland
Parks & Recreation Department

Policy No.:	X.XX	Effective Date:	
Chapter:	Administration	Revision Date:	

Fee Waiver/ Reduction Policy

Purpose: To establish guidelines, standards, and procedures for processing and the evaluation of requests to waive fees associated with the use of a Parks & Recreation facility.

Policy: Public interest is well served by making facilities available to Woodland resident community groups and individual members for special events, meetings, and entertainment. The costs of making such facilities available are generally recovered through fees collected for the specific event. However, the public interest is also served by waiving such fees for limited events that have direct community benefit. Furthermore, to maintain public trust procedures shall be established for the consistent, fair, and prompt evaluation of such requests.

I. Authority

A. The Parks & Recreation Director or designee is authorized to approve or deny fee waiver requests.

B. Fee waivers will be denied or approved based on compliance with the fee waiver policy and eligibility criteria.

II. Eligibility

A. Facility and equipment fee waivers will be considered for and may be granted to those groups or individuals that meet all of the following:

1. Can prove financial hardship and that the fee imposed will jeopardize the ability to carry on the activity for which the use of the facility/equipment is sought, and

2. Can establish that the activity for which the waiver is sought will foster or promote a program aimed at directly benefiting the Woodland Community, and

3. Can establish that all reasonable alternative facilities or equipment sources have been sought and are not available or would be unsuitable to the group or individuals seeking the waiver.

B. Persons or organizations are limited to one approved fee waiver within any twelve month period

C. Excluding resident non-profit groups, no waivers shall be granted to groups who are sponsoring a fundraiser or where a fee/donation is charged for an activity and the use of the facility/equipment for which the waiver is sought is directly connected to that fundraiser or activity.

D. A waiver may not be granted for any organized group that has ongoing membership unless it can be clearly established that the collection of the fee would cause a serious financial hardship upon its membership. Fee waivers are not intended for the ongoing use of a facility by a group/organization which charges membership dues.

III. Fee Reduction Eligibility

A. Facility and equipment fee reductions will be considered only for Woodland community groups or individuals that meet all of the following:

1. Can show current registration as a non-profit organization, and

2. Can show that education and outreach to the Woodland community constitute a substantial portion of the group's overall mission, and

3. Can show that the group has provided value to the Woodland community through conducting free classes, clinics, workshops, etc. that do not directly benefit the membership of the group itself.

B. Fees may be reduced by the City Manager, Recreation Manager or designee completely or proportionately based on the quantifiable value of activities, contributions and/or in-kind services provided by the applicant to the Woodland community. Complete reduction of the fees may be considered if the quantifiable value of the activities, contributions and/or in-kind services exceeds the estimated fees.

IV. Procedures

A. Persons or organizations requesting a fee reduction or waiver for the use of a Parks & Recreation facility/equipment must complete an application provided by the Department except:

1. Persons/organizations who are designated through the adopted fee schedule as eligible for reduced/ waived fees.

2. Fee reductions for promotional or marketing purposes.

3. City of Woodland departments or recognized employee organizations with approval of the City's Personnel Officer/ City Manager.

B. Incomplete applications will be denied.

C. An applicant organization must submit evidence as a City of Woodland community organization by completing a Community Group Self Determination form.

D. Waiver of the security requirement for events serving alcohol may include consideration of several factors including but not limited to the following:

1. Nature of the event (business, leisure/entertainment, private party)
2. Number of guests
3. Type of reception (i.e., dinner with wine vs. open/no-host bar)
4. Requestor's history (record of alcohol-related issues, policy violations, etc)

E. Request that have economic development benefits may be forwarded to the Economic Development Manager for review. The Parks & Recreation Department shall maintain copies of fee waiver requests consistent with citywide records retention policy.

F. Violation of any of the terms of the fee reduction/waiver will result in the loss of the fee reduction/waiver for an entire year.

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City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 1, 2011

SUBJECT: Parks and Recreation Donation and Memorial Policy

Report in Brief

The Recreation Division staff developed the Donation and Memorial policy to provide direction in the installation and care of donated park improvements, including cash or physical property donations. The development of the policy was carefully reviewed by the Parks and Recreation Commission and was unanimously approved by the Commission on January 25, 2010.

Staff recommends that the City Council adopt the proposed Donation and Memorial policy as described herein and included as Attachment A.

Background

In the course of developing a policy manual to assist in conducting the business of the Recreation Division business in a fair, methodical, and consistent manner, staff identified the need for a donation and memorial policy. Among the issues department staff regularly handle are requests to name public spaces and amenities to honor persons and/or serve as memorials. These requests fall into three major categories:

- Park Naming
- Donations
- Memorials

In addition, staff inserted language into the proposed policy that expands the potential donation and memorial items to include buildings, building amenities and other facility and park amenities. The consideration of all donation and memorial requests needs to balance the request with the capacity of the City to accept and maintain the item.

Discussion

The policy currently proposed does not cover park naming; a policy for this already exists (approved and adopted by the City Council on March 21, 1995).

The Recreation Department initiated a program to receive donations in exchange for naming rights at the Community & Senior Center. The program was presented to the Parks and Recreation Commission in October 2003 and approved by the City Council in November of that same year. Adoption of the program has generated thousands of dollars towards the facility and sports park development; however, there is no policy currently in place offering guidance to manage donations. Memorials run from plaques placed in landscape areas or on buildings, to benches, bike racks, water fountains and other such park elements. There are plaques honoring deceased community members in City parks such as Clark Field yet there is no policy governing the placement of these plaques. Establishing a policy that permits memorials in City parks and facilities could enhance the public asset if such policy requires the memorial be affixed to an essential park element.

Public parks and recreation facilities are the property of and maintained for the benefit of all City residents. The City desires to encourage donations while at the same time manage aesthetic impacts and mitigate on-going maintenance costs. The placement of any memorial or other recognition as the result of a donation or other contribution must provide benefit to City residents and all users of the facilities. Staff believes that a policy regarding donations and memorials is also essential in providing good customer service to residents making such requests. The proposed policy will govern the fair and consistent review of all donations and the implementation of all memorials.

The Parks and Recreation Commission worked diligently to consider all aspects of the attached policy, including the impact of the family and friends requesting the memorial donation. These families and friends are making the request following a tragic loss. The Commission supports the facilitation of these requests in a manner that balances the needs of the families/friends and the City's capacity to accommodate the request.

Fiscal Impact

Staff anticipates minimal costs as a result of adopting this policy. There will be some personnel costs associated with the actual placement of memorials, planting of trees, installation of benches, etc. These tasks will be incorporated into the daily tasks of the affected staff to maximize efficiency. The actual purchase and replacement of the memorial will be the responsibility of the donor with few exceptions. The City will make every effort to repair damaged donations and memorials within available resources. Repair and/or replacement may not be immediate and will depend on available funding and staffing. The department does not anticipate requesting additional funding in order to implement this policy.

Public Contact

Public notice of this agenda item occurred with the posting of the City Council agenda.

Commission Recommendation

The Parks and Recreation Commission approved the Donation and Memorial Policy on January 25, 2010.

Alternative Courses of Action

1. Adopt the proposed Donation and Memorial policy as described herein and included as Attachment A.

2. Direct Staff to make alterations to the proposed policy and return for Council approval.

Recommendation for Action

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

Prepared by: Elle Murphy
Management Analyst

Reviewed by: Dan Bellini
Chief of Police

Mark G. Deven
City Manager

Attachment: Donation and Memorial Policy

City of Woodland
Parks & Recreation Department

Policy No.:	X.XX	Effective Date:	
Chapter:	Administration	Revision Date:	

Donation and Memorial Policy

Purpose: To establish guidelines, standards, and procedures for the installation and care of donated park improvements, either as a result of a cash or physical property donation.

Policy: Public parks and recreation facilities are the property of and maintained for the benefit of all City residents. The City desires to encourage donations while at the same time manage aesthetic impacts and mitigate on-going maintenance costs. The placement of any memorial or others recognition as the result of a donation or other contribution must provide benefit to City residents and all user of the facilities.

I. Procedures

A. The Parks & Recreation Department (the Department) shall be responsible for administering the Park Donation & Memorial Program, including establishing a review process for approving and installing donations. The Department may coordinate with other City departments where needed, or designate other departments to oversee certain aspects of the program.

B. Guidelines established by this policy will apply to all donations made after the effective date of this policy. Donations made prior to the adoption of this policy shall be subject to applicable sections of this policy.

C. Standards established by this policy will apply to purchased equipment, installation techniques, donation acknowledgements, and long-term care of all donations made after the adoption of this policy.

D. These donations may include, but are not limited to, buildings, building enhancements, other facilities, facility enhancements, parks enhancements, park benches, bicycle racks, picnic tables, monuments (by exception only), drinking fountains, and other types of park accessories. Acceptable donations are always dependent upon the specific needs of the City of Woodland, and an updated list of acceptable donation opportunities is maintained by the Parks and Recreation Department.

E. Replacement and Repair of Donations

1. The City will make every effort to repair damaged donations and memorials within available resources. Repair and/or replacement may not be immediate and will depend on available funding and staffing.

2. Should a donated item or material become unusable or unneeded or the City is unable to repair or replace the item, , the City will make every effort to contact the donor to inform them of the loss or planned removal of a donated item or plaque. The City will collaborate with the donor with replacement or repair efforts. The donor may replace the item and/or plaque, or provide a substitute donation. If replacement or repair will not be feasible, then the City may remove the donated item at its discretion.

II. Donations

A. Donations may be accepted from public and private sources for the purposes of enhancing all City parks and park pathways, and will become the property of the City.

B. Donations may be accepted for all facilities, parks and park pathways with the exception of those areas where human activity is discouraged to protect habitat and sensitive lands.

C. All costs associated with the donation request will be covered by the donor.

D. Donations greater than $50,000 toward a public facility entitles the donor to a discounted use of that facility or portion thereof in a cumulative amount equal to ten (10) percent of the donation. This could be a single use or multiple uses until the 10 percent is exhausted/used.

E. Proposed donations may be incorporated into the landscape and facilities of parks and pathways according to the following criteria:

1. Donations must be compatible with and meet a specific facility, park or amenity need identified in the approved master plan,

2. In areas not covered by master plans, compatibility with existing facilities and local conditions shall be considered as long as the donation meets a specific park need.

3. Age and anticipated general condition of the donation.

4. Anticipated maintenance requirements.

F. Specific Criteria:

1. Cash Donations - Unspecified cash donations may be used to build, repair or upgrade existing or new facilities at the City's discretion.

2. Structures and Site Furnishings - The City has established general aesthetic standards for furnishings in parks. Donations of structures or furnishings should maintain this aesthetic. Therefore the Department Director will offer donors a list of pre-approved furnishings and associated costs that they may choose from. The list shall include the following items, and may be added to as needed.

a) Picnic Tables

b) Benches

c) Drinking Fountains

d) Park/Trail Marker Signs

e) Buildings

f) Building Enhancements

g) Other Facilities and Park Enhancements

G. Occasionally a donor identifies a specific park for a donation, yet the park has no need for additional amenities. In this case, donors may choose to contribute funds towards an existing park amenity.

H. Other furnishings

Other furnishings or structures outside of the pre-approved list such as fountains, plazas, and landscapes will be reviewed on a case by case basis.

I. Artwork

Donations of art or cash donations to purchase or commission art with and the location must be approved by the Parks and Recreation Commission to ensure there is public review.

J. Plant Donations

1. Donation of plant material is allowed as long as the donation is purchased from a nursery.

2. Acceptance of plant material by the City is based upon whether the plant material is compatible and furthers the design theme established in the park and a need exists for additional plants.

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3. The City's ability to hold quantities of plants until needed is limited. Therefore, only plant materials that can be planted at the time of acceptance are allowed.

4. Plant material occasionally must be relocated or conditions may lead to the demise of some plants. Therefore, donations may only be accepted as long as donors understand that plants may need to be relocated. The City will make every effort within available resources to replace plants that do not survice. Replacement plants may vary in type and size depending on the location and available funding.

III. Memorial & Donor Recognition

A. Approved individual memorial or donation plaques may be placed directly on donated items (i.e. benches, drinking fountains, etc.).

B. Memorial or donation plaques will not be placed on individual landscape materials. If a plaque is desired, the City will determine the plaque size appropriate to the landscape and the plaque may be placed near the landscape material.

C. The Parks & Recreation Commission will strive to establish a "Memorial Grove" at a City facility.

D. Park facilities of historical significance may include a design feature recognizing significant individuals.

E. Park facilities may include architectural features intended to recognize donors toward facility construction or rehabilitation.

F. Memorial Field at Community Sports Park

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1. A monument shall be placed at a field at the Community Sports Park which will be designated as Memorial Field.

2. Memorial Field is intended to recognize persons who are deceased, have made significant personal sacrifice in service to the community, and who have contributed to recreation & parks as a coach, player, or volunteer in youth or adult sports activities associated with the Woodland Parks & Recreation Department.

3. Nominations for placement on the Memorial Field monument shall be received by the Director of Parks and Recreation (or designee). Nominations may be received from any member of the public. The nomination must completely identify the nominee and provide any other pertinent information to be considered when reviewing the nomination. The nomination must also identify the source of funds to pay for inscription/inclusion on the monument.

4. The Parks and Recreation Director (or designee) should seek input from league officials associated with nominee (if still active) on the nomination.

5. Nominations received shall be presented to the Parks & Recreation Commission for consideration and approval.

6. Inscription/ inclusion on the monument shall be in a form prescribed by the Parks & Recreation Department and limited to name and associated youth or adult activity.

7. The Parks & Recreation Director (or designee) shall place approved nominees on the monument as soon as possible once the funds for placement have been received by the Park & Recreation Department. The Director (or designee) may delay in order to coordinate the inclusion of multiple nominees on the plaque.

8. This policy/procedure recognizes that limited space exists on the monument and makes no commitment beyond the monument(s) in place at Memorial Field at the time of nomination.

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City of Woodland

REPORT TO MAYOR AND CITY COUNCIL AND AGENCY CHAIR AND BOARD

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL
AGENCY CHAIR AND BOARD

DATE: March 1, 2011

SUBJECT: Sale of Land from Redevelopment Agency to Administrative Office of the Courts for New Woodland Courthouse Project

Report in Brief

The Woodland Redevelopment Agency has been assisting the Judicial Council of California, State Administrative Office of the Courts (AOC) in acquiring the parcels that will be used for the new Woodland Courthouse Project. Now that the Agency has finalized those purchases, the Agency is ready to sell the land to the AOC. This is the last step needed before the AOC can start the construction phase of the project. The $173 million project will result in the construction of a 163,000 square foot building with fourteen courtrooms on the block of Main Street between Fifth and Sixth streets, allowing for the consolidation of seven local court facilities into one building.

One of the conditions associated with this transaction is the relocation of the City-owned water well on the City parcel at 445 Fifth Street. The AOC has agreed to contribute $750,000 to the cost of capping the existing well and constructing a new well in Freeman Park. The total cost of the well project is $2.3 million.

Agency staff has been working with the AOC to prepare a mutually acceptable Purchase Acquisition Agreement (Acquisition Agreement) included as Attachment I that sets forth the terms and conditions for the sale and conveyance of the site by the Agency to the AOC. In addition, a Water Well Relocation Agreement (Attachment II) between the City and the AOC has also been completed that will facilitate relocation of the well and the $750,000 contribution to offset a portion of the total cost. A Public Works Advance of Funds Agreement (Public Works Agreement) (Attachment III) between the Agency and the City has been prepared providing for the advance of funds by the Agency in the amount of $750,000 to enable the City to commence design and engineering for the relocation of the water well.

Attachments IV, V, and VI are Agency and Council resolutions authorizing and approving the agreements described above. The final attachment is a document required by California Health and Safety Code Section 33433 that satisfies the requirement for the use of redevelopment funds associated with the alleviation of blight.

Staff recommends that the Agency Board and City Council hold a Joint Public Hearing and approve the following actions as described herein:

- Adopt Agency Resolution No. ____ authorizing the Executive Director to execute the Acquisition Agreement, Public Works Agreement and all necessary documents relating to the sale of the site to AOC, reimbursement of out-of-pocket expenses incurred by the Agency as provided for in the Memorandum of Understanding approved by the Agency Board on May 18, 2010 and the relocation of the City-owned water well and amend the Agency budget to accept funds of $2,525,000, to cover the purchase price as well as additional funds to cover all of the escrow fees, recording fees, any costs related to title insurance, and reimbursement for all out of pocket expenses incurred by the Agency as provided for in the Memorandum of Understanding approved the Agency Board on May 18, 2010 and the Public Works Agreement;

- Adopt Council Resolution No. ____ approving and authorizing the sale of property by the Agency to the AOC; and

- Adopt Council Resolution No. ____ approving and authorizing the execution of the Well Relocation Agreement and Public Works Agreement, and all necessary documents regarding the removal and relocation of a City water well and a related public works advance of funds between the Agency and the City and amend the City and Agency's budgets to accept the $750,000 for the replacement costs as described in the Well Agreement.

Background

The Agency Board and the City Council at their September 7, 2010 meeting authorized redevelopment staff to complete the property acquisition of four parcels needed for the new Woodland Courthouse project. The addresses of the parcels are 1000 Main Street, 1021 Lincoln Avenue, 1011 Lincoln Avenue, and 445 Fifth Street. This included authorization of the sale of the City-owned lot at 445 Fifth Street to the Redevelopment Agency.

The total Agency cost to acquire the parcels through an amicable negotiation process with the former owners was $2,835,000. Total appraised value of the parcels was $2,525,000 which is the amount the State is authorized to pay. Therefore, the Acquisition Agreement (Attachment No. 1) obligates the State to pay $2,525,000 for the acquisition of the parcels described herein.

In addition, the Acquisition Agreement obligates the State to pay certain other costs associated with the transaction that include escrow and recording fees, appraisals, legal expenses, geotechnical work, and relocation costs. The estimated expenses, with some updated numbers and the addition of relocation costs, are summarized in the following table that was presented to the Redevelopment Agency Board/City Council on May 18 when the Memorandum of Understanding between the City/Agency and the State was approved:

EXPENSES		
Acquisition	**Cost**	**AOC Reimbursement**
1000-22 Main, 1021 Lincoln, City Lot/445 Fifth Street, 1011 Lincoln	$2,835,000	$2,525,000
Technical services		
Professional Services	$210,310	$145,310
Environmental	$73,605	$73,605
Appraisal Fees	$71,310	$71,310
Relocation	$200,000	$200,000
TOTAL ACQUISITION COST	**$3,390,225**	**$3,015,225**

One of the sites included in the sale is the City–owned lot at 445 Fifth Street. This is the site of Well #1, which must be relocated in order to accommodate the new courthouse.

As the Council is aware, this well was scheduled for replacement in the 10-year capital program. The total cost of the Water Well Project is $2.3 million. Initially, $1.3 million to be paid from the Water Enterprise Fund was budgeted in the CIP for the well replacement on the existing site. Most of the well relocation costs will be paid from State Proposition 84 loan/grant funds and Water Enterprise funds

However, relocation of the well to Freemen Park will cost an additional $1 million. Of that amount, the AOC has agreed to contribute $750,000 (the "AOC Reimbursement") to the costs of capping the existing well and constructing a new well in Freeman Park (the "Water Well Project"). The City and AOC have cooperated in the preparation of an Agreement Regarding the Removal and Relocation of a City Water Well (the "Well Relocation Agreement") setting forth the terms and conditions for the relocation of the well, including the AOC Reimbursement.

Pursuant to the Public Works Agreement (the "Public Works Agreement", see Attachment III), the Agency will advance the amount of $750,000 (the "Agency Advance") to assist with the costs of the Water Well Project until such time as the City receives the AOC Reimbursement and repays the Agency. Council approval of the Well Relocation Agreement and the Public Works Agreement will facilitate this project and insure that all of the funds are available when needed.

Timely completion of the well relocation is a critical component of the courthouse project and the City Council has already taken the necessary steps to facilitate this by authorizing the advertisement of bidding on February 15.

Discussion

If the Board and Council approve execution of the documents as presented herein, it is estimated the courthouse could be completed by the end of 2014. The estimated schedule is shown below:

- March 2011 - Public Works Board (PWB) meeting to approve the acquisition and simultaneous escrow for the purchase of the court sites;
- May 2011 - Escrow closes, land title transfers to the AOC and funds are paid to the Agency;
- June 2011 - Escrow closes on the parking lot site (a two-acre site located near Lincoln and Sixth);
- May 2011 - Request for Proposals for a construction manager/general contractor is released;
- July 2011 - Construction manager/general contractor is selected;
- December 2011 – Groundbreaking at the new courthouse site;
- January 2012 - Construction starts;
- December 2014 - Construction is completed. Grand Opening.

In addition to relocating all 14 courtrooms to one site, the courthouse project provides modernized and seismically safe court facilities and improved security. The $173 million project will also provide a tremendous economic boost to the region. It is anticipated that over 1,300 direct and indirect jobs will be created within the local economy as a result of the two-year construction project during a period of time when such activity is needed within Woodland.

Fiscal Impact

The Agency Board at its May 18, 2010 meeting approved the authorization of $3,109,370 in redevelopment bond proceeds for the purchase of the parcels needed for the Woodland Courthouse Project. Pursuant to the existing MOU and the pending agreements relating to the site acquisition between the Agency and the State (AOC), the Agency will be reimbursed for all but $310,000 of the land acquisition cost. In addition, the Agency will be reimbursed for all out-of-pocket expenses for appraisals, legal fees, geotechnical studies, escrow closing fees, approximately 40% of the broker's commission and all costs of the relocation activities as described within the chart shown in the Background section.

The Well Relocation Agreement between the AOC and the City shown in Attachment II obligates the City to front the $750,000 for the well relocation costs. However, in accordance with the Public Works Agreement, shown in Attachment III, the Agency will front the costs and be reimbursed by the City at the completion of the well relocation. The City's $750,000 payment to the Agency will occur after the AOC pays the City following completion of the well relocation.

Agency Board and City Council approval of the attached documents will result in $535,000 being transferred to the City's General Fund for the sale of the City owned land to the Agency which will then be sold to the State as part of the Acquisition Agreement. There are available funds within the Redevelopment Bond proceeds to support the costs described herein.

Public Contact

This item was publically noticed through the City Council/Redevelopment Agency Board agenda.

Alternative Courses of Action

1. The Agency Board and City Council hold a Joint Public Hearing and approve the following actions as described herein:

- Adopt Agency Resolution No. ____ authorizing the Executive Director to execute the Acquisition Agreement, Public Works Agreement and all necessary documents relating to the sale of the site to AOC, reimbursement of out-of-pocket expenses incurred by the Agency as provided for in the Memorandum of Understanding approved by the Agency Board on May 18, 2010 and the relocation of the City-owned water well and amend the Agency budget to accept funds of $2,525,000, to cover the purchase price as well as additional funds to cover all of the escrow fees, recording fees, any costs related to title insurance, and reimbursement for all out of pocket expenses incurred by the Agency as provided for in the Memorandum of Understanding approved the Agency Board on May 18, 2010 and the Public Works Agreement;

- Adopt Council Resolution No. ____ approving and authorizing the sale of property by the Agency to the AOC; and

- Adopt Council Resolution No. ____ approving and authorizing the execution of the Well Relocation Agreement and Public Works Agreement, and all necessary documents regarding the removal and relocation of a City water well and a related public works advance of funds between the Agency and the City and amend the City and Agency's budgets to accept the $750,000 for the replacement costs as described in the Well Agreement.

2. Do not approve the Acquisition Agreement providing for the sale of the site to the AOC, the Well Agreement providing for the relocation of Well #1 or the Public Works Agreement providing for the Agency Advance if funds for the relocation of Well #1 and provide alternative direction to staff.

Recommendation for Action

Staff recommends that the Redevelopment Agency Board and the City Council approve Alternative No. 1.

Prepared by: Cynthia Shallit
Redevelopment and Housing Manager

____
Mark G. Deven
City Manager/Executive Director

Attachment I: Acquisition Agreement between the Redevelopment Agency of the City of Woodland and the Judicial Council of California, Administrative Office of the Courts

Attachment II: Agreement Regarding the Removal and Relocation of a City Water Well Between the City of Woodland and the Judicial Council of California, Administrative Office of the Courts Regarding the Relocation of Well #1

Attachment III: Public Works Advance of Funds Agreement between the Agency and City relating to the advance by the Agency of $750,000 for the relocation of Well #1.

Attachment IV: Resolution of the Redevelopment Agency of the City of Woodland Approving and Authorizing the Execution of the Acquisition Agreement Between the Agency and the Judicial Council of California, Administrative Office of the Courts and the related Public Works Advance of Funds Agreement between the Agency and City

Attachment V: Resolution of the City Council of the City of Woodland Approving the Acquisition Agreement Between the Agency and the Judicial Council of California, Administrative Office of the Courts

Attachment VI: Resolution of the City Council of the City of Woodland approving and authorizing the Execution of an Agreement Regarding the Removal and Relocation of a City Water Well Between the City of Woodland and the Judicial Council of California, Administrative Office of the Courts Regarding the Relocation of Well #1 and a related Public Works Advance of Funds Agreement between the Agency and City

Attachment VII: Amended and restated Summary Report Pursuant to Section 33433 of the California Health and Safety Code

ATTACHMENT I

Project:	New Woodland Courthouse
Location	Woodland, California
Project File No.:	57-A10
Parcel Nos:	006-121-004; 006-121-007; 006-121-008; 006-121-011; 006-121-012; 006-121-013
County:	Yolo County

PROPERTY ACQUISITION AGREEMENT

The parties to this agreement are the REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND hereinafter referred to as SELLER, and the STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, hereinafter referred to as STATE. The SELLER and STATE are hereafter collectively referred to as the PARTIES. The PARTIES agree as follows:

RECITALS

A. SELLER desires to sell to STATE, and STATE desires to purchase from SELLER certain real properties located in the City of Woodland, County of Yolo, State of California, such properties are more particularly described in Exhibit A, attached and made a part hereto (collectively, "Property").

B. In accordance with Government Code Section 15853 and Government Code Section 70371.6, the STATE is authorized to acquire the Property.

C. Site Selection for the Property was authorized by SPWB on August 17, 2009.

D. The Property consists of several parcels, and of these parcels, either the City of Woodland ("City") or the SELLER has owned the parcel identified as assessor parcel number 006-121-004 and located at 445 Fifth Street, Woodland ("City Parcel") for over 20 years prior to SELLER's execution of this Agreement while the remaining parcels were acquired by the SELLER from private parties within the past year ("Private Parcels"). The Private Parcels are as follows:

APN 006-121-007	1011 Lincoln Avenue
APN 006-121-008	1021 Lincoln Avenue
APN 006-121-011	1000-1022 Main Street
APN 006-121-012	1000-1022 Main Street
APN 006-121-013	1000-1022 Main Street

The legal description for the City Parcel is attached to this Agreement as Exhibit B. The legal descriptions for the Private Parcels are attached to this Agreement as Exhibit C.

E. The City currently operates a water well which is located upon the Property ("Water Well"), and after the STATE acquires the Property, the City will remove and relocate the Water Well to a park site near the Property which site is currently owned by the City pursuant to a Water Well

Relocation Agreement which the City and the STATE will execute pursuant to this Agreement prior to the close of escrow for the Property.

AGREEMENT

In consideration of the foregoing Recitals and for other good and valuable consideration, the PARTIES agree as follows:

1. Transaction Summary. SELLER agrees to sell and grant to STATE fee title to the Property described in Exhibit A, to be conveyed by a grant deed substantially in the form of Exhibit D, attached hereto, subject to terms and conditions hereof.

2. Purchase Price The STATE agrees to pay Two Million Five Hundred Twenty Five Thousand Dollars ($2,525,000) (the "Purchase Price") to SELLER subject to the conditions outlined in this Agreement.

3. Other Liens. Chicago Title Company (Title Company) may expend any or all monies payable under this Agreement to discharge any obligations which are liens upon the Property, including but not limited to those arising from judgments, assessments, taxes, or debts secured by deeds of trust or mortgages. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by SELLER in escrow to and including the date of Close of Escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.

4. Escrow and Recording Fees. STATE shall pay all of the escrow fees and recording fees, if any. In addition, STATE shall pay any costs related to premiums and endorsements with respect to title insurance. The parties acknowledge that STATE, as a governmental entity, is exempt from the payment of documentary transfer taxes and recording fees. Notwithstanding the foregoing, STATE shall not be obligated to pay for STATE's share of these closing costs unless and until STATE receives a commitment from Title Company that Title Company will issue an acceptable title insurance policy issued to STATE in accordance with Paragraph 8(c) of this Agreement, along with an invoice itemizing STATE's share of the closing costs.

5. Title and Escrow. Title to said Property shall pass immediately upon Close of Escrow, free and clear of all liens, leases, reservations, encumbrances, assessments, easements of record or otherwise, and other defects of title not specifically approved by the STATE in writing. The issuance of any escrow instructions shall be the sole responsibility of the STATE and shall govern the escrow. STATE will open an escrow account with Chicago Title Company (Escrow Holder), 700 S. Flower Street, Suite 800, Los Angeles, California 90017, Attention: Mark Raskin; telephone number: (213) 488-4303, facsimile no. (213) 629-3828. The escrow account established for this transaction is: 80901467.

6. Close of Escrow. Escrow shall be scheduled to close on or before thirty (30) days after the authorization of the acquisition by the State Public Works Board ("SPWB") at a duly noticed public meeting, subject to reasonable extension upon mutual agreement by the PARTIES ("Close of Escrow").

7. <u>Seller's Conditions Precedent</u>. SELLER's obligation to perform under this Agreement and the Close of the Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:

   a. The timely deposit by STATE with Escrow Holder of all documents and funds required to be deposited by STATE under this Agreement.

   b. Performance by STATE of all obligations, covenants and agreements on STATE's part to be performed under this Agreement within the time provided in this Agreement for such performance.

8. State's <u>Conditions Precedent</u>. STATE's obligation to perform under this Agreement and the Close of Escrow shall be subject to and contingent upon satisfaction of each of the following conditions precedent prior to the Close of Escrow:

   a. *ALTA/ACSM Survey.* STATE shall have the right to obtain, at its sole cost and expense, a certified survey of the Real Property prepared by a licensed land surveyor in accordance with the 1999 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, as adopted by the American Land Title Association, American Congress on Surveying and Mapping, and the National Society of Professional Surveyors.

   b. *Condition of Property.* Prior to the Close of Escrow, STATE shall have the right, but not the obligation, to deliver to SELLER a written notice approving the condition of the Property ("Due Diligence Contingency Notice"). If STATE does not deliver the Due Diligence Contingency Notice on or prior to the Close of Escrow, STATE shall be deemed to have disapproved of the condition of the Property, and STATE shall have the right to terminate this Agreement.

   c. *Title Insurance Policy.* On the date of the Close of Escrow, Title Company shall be irrevocably and unconditionally committed to issue to STATE a CLTA Owner's Policy of Title Insurance – Extended Coverage, with liability coverage in the amount of the Purchase Price and showing fee title to the Property vested in STATE, free and clear of all liens, leases, taxes, assessments, reservations, easements of record or otherwise, and encumbrances, except for any exceptions shown on the Title Report which STATE has specifically approved in writing.

   d. *Authorization by SPWB.* Approval of the Director of the Department of General Services and authorization of the acquisition by the SPWB at a duly noticed public meeting.

   e. *Deposit of all Documents.* The timely deposit by SELLER with Escrow Holder of all documents required to be deposited under this Agreement, including without limitation all applicable grant deeds for the Property.

   f. *Seller's Performance of Obligations.* Performance by SELLER of all material obligations, covenants and agreements on SELLER's part to be performed under this Agreement within the time provided in this Agreement for such performance.

g. *No Breach by SELLER.* SELLER shall not be in material breach of this Agreement.

h. *Accuracy of Representations and Warranties.* As of the Close of Escrow, all of SELLER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by SELLER in a separate certificate at the Close of Escrow.

i. *Agreement Regarding the Removal and Relocation of a City Water Well.* Prior to the Close of Escrow, the City of Woodland and STATE shall have executed the Agreement Regarding the Removal and Relocation of a City Water Well substantially in the form attached hereto as Exhibit E ("Water Well Relocation Agreement").

9. Seller's Representations and Warranties. In addition to any express agreements of SELLER contained herein, the following constitute representations and warranties of SELLER to STATE:

a. Representations Regarding Seller's Authority.

(1) SELLER has full right, power and legal authority to enter into this Agreement, sell, transfer and convey the Property to STATE under this Agreement and to carry out SELLER's obligations under this Agreement. Upon the Close of Escrow, STATE will have legal title to the Property.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of SELLER have the legal power, right and actual authority to bind SELLER to the terms hereof and thereof.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by SELLER in connection with this Agreement are and shall be, duly authorized, executed and delivered by SELLER and shall be valid, legally binding obligations of and enforceable against SELLER in accordance with their terms, subject only to enforcement that may be limited by applicable bankruptcy, insolvency or similar laws, and do not, and as of the Close of Escrow will not, violate any provisions of any agreement, law, rule, regulation or judicial order to which SELLER is subject.

b. Warranties and Representations Pertaining to Real Estate and Legal Matters. To the best of SELLER's knowledge as to the matters set forth in Paragraphs (1) through (6) with the exclusion of any information which is set forth in any written document provided by SELLER to STATE:

(1) There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the Property or pending against SELLER relating to the Property.

(2) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against SELLER which may affect the Property.

(3) SELLER has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. SELLER is not a party to any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on STATE or otherwise affects title to the Property.

(4) There shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and no improvements on the Property that encroach upon the Property of a third party.

(5) There are no and have been no:

(i) actual or pending public improvements contracted for by SELLER or City which will result in the creation of any liens upon the Property, including public assessments or mechanics liens and SELLER agrees to indemnify, defend and hold STATE free and harmless from and against any claims, liabilities, losses, costs, damages, expenses and attorneys' fees arising from any liens, encumbrances or assessments that have been, or may be, imposed upon the Property as a consequence of actual or impending public improvements as of the Close of Escrow, including any obligations to pay a fee or assessment for infrastructure to the extent such liability survives or continues after the Close of Escrow, and STATE agrees to cooperate with SELLER, at SELLER's costs and to the extent permitted by law, with respect to SELLER's efforts to remove any such liens, fees, assessments, or encumbrances.

(ii) uncured written notices to SELLER from any governmental agency notifying SELLER of any violations of law, ordinance, rule, or regulation, including Environmental Laws, occurring on the Property.

(6) Excepting information included in environmental reports concerning the Property, prepared by Geocon Consultants, Inc., dated June 8, 2009, June 30, 2009, and May 7, 2010, copies of which SELLER has furnished to STATE, SELLER has no actual knowledge (including any notice from any local, state or federal agency) of any Hazardous Materials (as defined in Paragraph15) which exists or has existed above, on, or beneath the Property.

c. Warranties, Representations and Covenants Regarding Operation of the Property through Close of Escrow.

(1) SELLER hereby agrees that SELLER will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of STATE, which consent the STATE may withhold or grant in its absolute discretion.

(2) SELLER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement that will not be eliminated prior to the Close of Escrow.

(3) SELLER shall promptly notify STATE of any event or circumstance that makes any representation or warranty of SELLER under this Agreement untrue or misleading in any material respect, or of any covenant of SELLER under this Agreement incapable or less likely of being performed. It is understood that the SELLER's obligation to provide notice to STATE shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement.

(4) As of the Close of Escrow, all of SELLER's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by SELLER in a separate certificate at the Close of Escrow.

d. <u>Representations Pertaining to Leases, Subleases and Tenancies</u>. SELLER warrants and represents that as of the Close of Escrow, there will be no leases, subleases or tenancies in effect pertaining to the Property. Notwithstanding the preceding, at the time that SELLER acquired the Private Parcels, the following leases were in existence with respect to the Private Parcels:

(1) Lease, dated, April 1, 2010, between Lourdes Hernandez and Tom W. Fields relating to Assessor Parcel No. 006-121-007;

(2) Lease, dated, September 1, 2008, between David Hayes, dba The Undresser and Garner Family Revocable Trust relating to Assessor Parcel No. 006-121-008; and

(3) Lease, dated, September 1, 2008, between Suzanne Gerttula, dba Studio Artists Gallery and Garner Family Revocable Trust relating to Assessor Parcel No. 006-121-008

(4) Lease, dated, September 1, 2008, between Stewart Construction and Garner Family Revocable Trust relating to Assessor Parcel No. 006-121-008

(5) Lease, dated, September 1, 2008, between Rodney Paschke, dba Paschke Electrival Co. and Garner Family Revocable Trust relating to Assessor Parcel No. 006-121-008

(6) Lease, dated, September 1, 2008, between Dave Hoblit Dodge, Chrysler, Jeep and Dave Gillette relating to Assessor Parcel No. 006-121-011 (collectively, "Private Parcel Leases").

e. General Representation. No representation, warranty or statement of SELLER in this Agreement or in any document, certificate or schedule furnished or to be furnished to STATE pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.
SELLER's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by SELLER in a separate certificate at that time. The truth and accuracy of SELLER's representations and warranties made herein shall constitute a condition for the benefit of STATE to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the grant deed(s) in the Official Records, and shall survive the Close of Escrow.

10. State's Representations and Warranties. In addition to any express agreements of STATE contained herein, the following constitute representations and warranties of STATE to SELLER, subject to Paragraph 26 of this Agreement:

a. Representations Regarding State's Authority.

(1) STATE has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(2) The individuals executing this Agreement and the instruments referenced herein on behalf of STATE have the legal power, right, and actual authority to bind STATE to the terms and conditions hereof and thereof, subject to the conditions in Paragraph 26 of this Agreement.

(3) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by STATE in connection with this Agreement are and shall be, duly authorized, executed and delivered by STATE and shall be valid, legally binding obligations of and enforceable against STATE in accordance with their terms.

(4) The State is authorized to acquire the Property in accordance with Government Code Section 15853 and Government Code Section 70371.6.

(5) Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any

terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which STATE is a party or affecting the Property.

(6) *Accuracy of Representations and Warranties.* As of the Close of Escrow, all of STATE's representations and warranties set forth herein shall be true and accurate with the same force and effect as if remade by STATE in a separate certificate at the Close of Escrow.

b. General Representation. No representation, warranty or statement of STATE in this Agreement or in any document, certificate or schedule furnished or to be furnished to SELLER pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.

STATE's representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the Close of Escrow with the same force and effect as if remade by STATE in a separate certificate at that time. The truth and accuracy of STATE's representations and warranties made herein shall constitute a condition for the benefit of SELLER to the Close of Escrow (as elsewhere provided herein) and shall not merge into the Close of Escrow or the recordation of the grant deed(s) in the Official Records, and shall survive the Close of Escrow.

11. Seller's Obligations. SELLER shall comply with the following requirements prior to the Close of Escrow; however, to the extent that the deadline for SELLER to complete an obligation expressly extends beyond the Close of Escrow as set forth herein, SELLER covenants to perform and complete the obligation within the time period set forth herein notwithstanding the Close of Escrow:

(a) *No Grants or Conveyances.* SELLER shall not grant, convey, or enter into any easement, lease, license, agreement, lien, encumbrance, or any other legal or beneficial interest in or to the Property, without the prior written consent of STATE, which consent shall not be unreasonably withheld or delayed.

(b) *No Violation of Laws.* After execution of this Agreement by SELLER and up to the Close of Escrow, SELLER shall not knowingly violate, nor knowingly allow the violation of, any law, ordinance, rule, or regulation affecting the Property.

(c) *Preservation of Easements and Other Rights.* Prior to the Close of Escrow, SELLER shall do or cause to be done, all things within its reasonable control to preserve intact and unimpaired any and all rights of way, easements, grants, appurtenances, privileges, and licenses in favor or consisting of any portion of the Property.

(d) *Taxes and Assessments.* SELLER shall pay, if and when the same are due, all payments on any encumbrances or assessments presently affecting the Property and any and all taxes, assessments, and levies in respect of the Property through the

Close of Escrow.

(e) *Zoning*. Prior to the Close of Escrow, SELLER shall not take any action, or fail to take any action, that would result in any change, alteration, modification, addition to, or termination of any of the presently-existing general plan or zoning designation of the Property, without STATE's prior written approval, and SELLER shall immediately provide STATE with a copy of any written materials received by SELLER evidencing or relating to any proposal or attempt to effect any such change, alteration, modification, addition to, or termination other than those sought by STATE.

(f) *No Modification to Condition of Property*. SELLER shall (i) not alter the physical condition of the Property; (ii) maintain the Property in substantially the same condition as that which existed as of the date that STATE executed this Agreement; and (iii) deliver possession of the Property to STATE at the Close of Escrow in substantially the same condition that existed as of the date that STATE executed this Agreement except for any remediation that SELLER agrees to do in response to STATE's due diligence.

(g) *Notification to STATE*. SELLER shall promptly notify STATE of any event or circumstance following SELLER's actual knowledge of the same that would render any representation or warranty of SELLER under this Agreement to be materially untrue or misleading, or of any material covenant of SELLER under this Agreement incapable of being performed.

(h) *No Recordation of CCR's*. SELLER shall not record any covenants, conditions or restrictions against the Property, including without limitation any design restrictions with respect to the development of the Property.

(i) *No Assessment Districts or Special Tax Districts*. SELLER shall not assist with the formation of, vote for, or agree to any assessment districts or special tax districts which results in a special tax or assessment upon the Property.

(j) *Relocation Assistance*. Pursuant to a separate agreement between the STATE and SELLER, SELLER is responsible for carrying out relocation activities with respect to the Private Parcels. In consideration of SELLER carrying out such relocation activities, the STATE will reimburse SELLER for the actual, reasonable, documented relocation expenses/payments ("Relocation Expenses") paid to or on behalf of the previous owners and/or tenants of the Private Parcels ("Relocation Recipients") in an amount not-to-exceed $265,250.00 ("Maximum Relocation Amount"). SELLER shall have up to six months after the Close of Escrow to submit to STATE all documentation which evidences the payment of such Relocation Expenses to the Relocation Recipients, if any, and the STATE will reimburse SELLER for such Relocation Expenses within ninety (90) days of providing such documentation to the STATE to the extent that such Relocation Expenses do not exceed the Maximum Relocation Amount. SELLER agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless STATE (including its officers, employees and agents, from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, STATE relating to or arising from: (i) any obligation to pay any relocation expenses or costs pursuant to California law with respect to the Private Parcels, and/or (ii) the termination of the Private Parcel Leases. This indemnity by SELLER herein contained shall survive the Close of Escrow. Any references to the STATE in this Paragraph 11(j) shall also include the Judicial Council of California and the Administrative Office of the Courts.

12. Additional Terms of Sale.

a. Loss, Destruction and Condemnation. The PARTIES agree that the following provisions shall govern the risk of loss, destruction and condemnation:

(1) If, before SELLER transfers legal title or possession of the Property, all or a material part of the Property is destroyed without fault of STATE, or is taken by eminent domain by any governmental entity, STATE shall be entitled to terminate its obligations under this Agreement by written notice to SELLER and SELLER shall not have the right to enforce against STATE this Agreement. If STATE does not elect to terminate this Agreement, then STATE shall, as applicable, either: (a) proceed to close as provided herein with the Purchase Price being reduced, as applicable, and in the case of any eminent domain proceedings, by the total of any awards or other proceeds received or assured to be received by SELLER as a result of such proceedings, or (b) proceed to close as provided herein with an assignment, as applicable, by SELLER of all of the SELLER's rights, title and interest in and to all such eminent domain awards and proceeds. SELLER will promptly notify STATE in writing of any eminent domain proceedings affecting the Property.

(2) If, after SELLER transfers legal title of the Property to STATE at the Close of Escrow, all or any part of the Property is destroyed without fault of SELLER, or is taken by eminent domain by any governmental entity, STATE is not relieved from STATE's obligation under this Agreement to pay the full price for the Property.

b. Any title evidence, which may be desired by the STATE, will be procured by STATE. The SELLER will cooperate with the STATE or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the Property involved, as it may have available. It is understood that the SELLER will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property except with respect to removing any liens or encumbrances.

c. If this Agreement is accepted, the SELLER shall convey to the STATE by a grant deed(s), title to the real property as described in Exhibit D. Subject to the provisions of the escrow instructions, yet to be prepared, the conveyance is subject to the Property vesting in STATE, free and clear of all liens, leases, reservations, encumbrances, assessments, easements, of record or otherwise, and of taxes, except:

(1) Items 6, 10 and 13 of Preliminary Title Report No. 10-31118047-DP, dated November 23, 2010.

d. Reimbursement of Seller Costs. Pursuant to a separate agreement between the STATE and the SELLER, STATE will reimburse the SELLER for reasonable out-of-pocket expenses incurred by the SELLER, and not already paid by the STATE to the SELLER, which are associated with obtaining appraisals, Phase I and II reports, and other reasonable out-of-pocket expenses incurred by the SELLER in connection with SELLER's acquisition of the Private Parcels ("Reimbursement Costs"). In furtherance of the separate agreement between the STATE, SELLER shall have up to six months after the Close of Escrow to submit to the STATE all documentation which evidences the payment of these Reimbursement Costs, and the STATE will pay the SELLER such costs within 60 days after proper documentation, as long as such costs were pre-approved in writing by the STATE and do not exceed $65,000. The STATE will not reimburse SELLER for staff time or other internal operating costs. Reimbursement of Relocations Expenses is governed by Section 11(j) of this Agreement.

e. Brokers. STATE represents and warrants to the SELLER that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement with the exception of CBRE. STATE will be responsible for paying CBRE any brokerage fees owed to CBRE as a result of the sale contemplated by this Agreement directly to CBRE and such fees will be paid outside of escrow.

SELLER represents that it has had no dealings with any real estate broker or agent in connection with the sale contemplated by this Agreement with the exception of Sheffield Real Estate ("Sheffield"). The STATE will reimburse SELLER for a portion of the brokerage commissions, if any, directly related to the acquisition of the Private Parcels, promised to Sheffield in the Professional Services Agreement between SELLER and Sheffield, dated May 1, 2009, ("Sheffield Brokerage Agreement"). At the Close of Escrow and through escrow, the STATE shall reimburse the SELLER the lesser of the following: a) $50,000; or b) half of the total amount owed by the SELLER to Sheffield under the Sheffield Brokerage Agreement. Prior to payment pursuant to this provision, the SELLER must provide STATE with all documentation supporting payment pursuant to this provision.

STATE represents and warrants to SELLER that STATE will pay, outside of escrow, all brokerage fees, if any, which are due to CBRE, if any, in connection with this transaction, and STATE shall indemnify, protect, defend, and hold harmless SELLER against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) from CBRE with respect to payment of any commission alleged to be owing to CBRE in connection with this transaction. SELLER represents and warrants to STATE that SELLER will pay all brokerage fees, if any, which are due to Sheffield, if any, in connection with this transaction, and SELLER shall indemnify, protect, defend, and hold harmless STATE against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) from Sheffield with respect to payment of any commission alleged to be owing to Sheffield in connection with this transaction except for the reimbursement as described herein. With respect to any other broker besides Sheffield or CBRE, each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any such real estate broker or agent.

f. Water Well Relocation Agreement. Prior to the Close of Escrow, STATE will execute the Water Well Relocation Agreement Well substantially in the form attached hereto as Exhibit E, and the SELLER shall cause the City of Woodland to execute the Water Well Relocation Agreement substantially in the form attached hereto as Exhibit E.

g. Seller's Waiver of Rights Under Redevelopment Plan. SELLER agrees that it will not exercise at any time any rights it may have under SELLER's redevelopment plan adopted on July 5, 1988, and amended most recently on May 15, 2007, which amendment was approved and adopted on May 15, 2007 by Ordinance No. 1481 pursuant to the California Community Redevelopment Law (Cal. Health & Safety Code §§ 33000 et. seq.) (collectively, the "Plan") or other document implementing the Plan, or impose any restrictions, controls, limitations or prohibitions on the STATE's (including the Judicial Council of California and the Administrative Office of the Courts) use or development of the Property, construction of the STATE's project, or maintenance and operation of the STATE's project, including but not limited to any restriction, controls, limitations or prohibitions set forth in the Plan or other document implementing the Plan (e.g. design guidelines). In addition, as long as the STATE holds title to the Property, SELLER waives forever any and all rights it may have under the Plan or other document implementing the Plan to enforce against the STATE (including the Judicial Council of California and the Administrative Office of the Courts) by litigation or any other means on its own behalf any provision of the Plan or other document implementing the Plan.

13. Property is not Occupied. SELLER hereby warrants that said Property will not be owner occupied as of Close of Escrow, nor shall any tenants occupy or have a right to occupy the Property.

14. Access to Property. STATE shall be provided with access to the Property and be entitled to undertake, at STATE's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information, and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports,

engineering data, regulations, ordinances, and laws affecting the Property, if any.

15. Indemnification. SELLER agrees, at its sole cost and expense, to indemnify, protect, defend and hold harmless STATE and its officers, employees and agents, from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, STATE relating to or arising from (i) the presence, use, handling, generation, storage, release or disposal of Hazardous Materials by SELLER or SELLER's lessee's, or any prior owner or operator on, under or about the Property; (ii) the cost of any required or necessary remediation, repair, cleanup or detoxification and the preparation of required plans as a result of the presence, use, generation, storage, release, threatened release or disposal of Hazardous Materials by any person on the Property prior to transfer of title thereto to STATE, whether or not such remedial action is required or necessary prior to or following transfer of title to Property to STATE; and (iii) the use on or before the Close of Escrow of the Property by any third party, including, without limitation, any invitee or licensee of SELLER, and (iv) the violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the transfer of title to the Property to STATE. For the purpose of this Paragraph, "Hazardous Materials" shall include, without limitation, substances defined as "hazardous substances"," hazardous materials", "hazardous wastes", "toxic substances", "extremely hazardous waste" or "restricted hazardous waste" or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; and any substances regulated pursuant to any Environmental Law(s). The term "Environmental Law(s)" means each and every applicable federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority pertaining to the protection of human health and safety or the environment.

15.1 Private Parcels. Notwithstanding anything in this Agreement to the contrary, with respect to the Private Parcels, SELLER's indemnification obligations shall be limited to any use, handling, generation, storage, release or disposal of Hazardous Materials during the period of time when either the City or SELLER owned the Private Parcels and shall not extend to any presence, use, handling, generation, storage, release or disposal of Hazardous Materials upon the Private Parcels which preceded the City's or the SELLER's ownership of the Private Parcels.

15.2 Preservation of Rights against Third Parties. Notwithstanding anything in this Agreement to the contrary, the SELLER and STATE preserve and retain any rights under all laws including without limitation the Environmental Laws that either may have against any third party.

15.3 Survival. This indemnity by SELLER herein contained shall survive the transfer of title to STATE in perpetuity. Any references to the STATE in this Paragraph 15 shall also include the Judicial Council of California and the Administrative Office of the Courts.

16. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in the manner provided in this Agreement, to the following persons:

If to SELLER:

Redevelopment Agency of the City of Woodland
300 First Street
Woodland, CA 95695

If to STATE:

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
Attn: Assistant Director, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

and

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
Attn: Director
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833

17. Assignment. SELLER shall not assign its interest under this Agreement at any time prior to the Close of Escrow. STATE shall not assign its interest under this Agreement prior to the Close of Escrow without the prior written consent of SELLER.

18. Calculation of Time. Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

19. Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

20. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent

breach of that or any provision of this Agreement.

21. Entire Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.

22. Amendments. This Agreement may not be modified or amended except in writing by the PARTIES.

23. Applicable Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.

24. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

25. Legislative Approval. Any obligation of the State created by or arising from this Agreement shall not impose a debt upon the State, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.

26. Authorization, Approvals, Binding Nature. This Agreement has no force and **effect and is not binding on the State of California until and unless it is authorized by the SPWB at duly noticed public meeting.**

27. Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraph at the head of which it appears the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others whenever the context so requires.

28. Survival. All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to Close of Escrow shall survive Close of Escrow and transfer of title to STATE and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Close of Escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement),

shall survive the execution and delivery of this Agreement and the Close of Escrow, or, to the extent the context requires, beyond any termination of this Agreement.

29. Further Action. Each party hereto shall, before the Close of Escrow, duly execute and deliver such papers, documents and instruments and perform all acts reasonably necessary or proper to carry out and effectuate the terms of this Agreement.

30. Facsimile Signatures. Facsimile signatures shall not be accepted unless prior agreement is obtained in writing by both PARTIES. If agreed that facsimile signatures are acceptable, they will be treated as original signatures; however, in no instance shall facsimile signatures be accepted on any document to be recorded. Such documents must bear original signatures.

31. Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference herein:

Exhibit A	Legal Description of Property
Exhibit B	Legal Description of City Parcel
Exhibit C	Legal Descriptions of Private Parcels
Exhibit D	Deed with attached Certificate of Acceptance
Exhibit E	Form of Water Well Relocation Agreement.

32. State Budget. Notwithstanding anything in this Agreement to the contrary, it shall not be deemed an event of default if the STATE (including the Judicial Council of California and the Administrative Office of the Courts) is unable to make any payment(s) as a result of the State of California's failure to timely approve and adopt a State Budget.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

2/1

IN WITNESS WHEREOF, the PARTIES have executed this Agreement.

SELLER:

REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND

By: ______________________________
Name: Mark G. Deven
Title: Executive Director
Date: ______________________________

STATE:

STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: ______________________________
Name: William C. Vickrey
Title: Administrative Director of the Courts
Date: ______________________________

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

By: ______________________________
Name: Leslie G. Miessner
Title: Supervising Attorney, Real Estate Unit
Dated: ______________________________

AUTHORIZED:
STATE OF CALIFORNIA
State Public Works Board

By: ______________________________
Jerry Leong
Assistant Administrative Secretary

Date: ______________________________

2/17

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

2/11/17

EXHIBIT "B"

LEGAL DESCRIPTION OF CITY PARCEL

2/11/11

EXHIBIT "C"

LEGAL DESCRIPTIONS OF PRIVATE PARCELS

2/17/17

EXHIBIT "D"

DEED WITH ATTACHED CERTIFICATE OF ACCEPTANCE

2/11/17

EXHIBIT "E"

FORM OF WATER WELL RELOCATION AGREEMENT

ATTACHMENT II

AGREEMENT REGARDING THE REMOVAL AND RELOCATION OF A CITY WATER WELL BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS AND THE CITY OF WOODLAND

This Agreement Regarding The Removal And Relocation Of A City Water Well ("**Agreement**") is made and entered into as of the last dated executed below ("**Effective Date**") by and between the CITY OF WOODLAND (the "**City**"); and the STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS (the "**State**").

WHEREAS, on ________, ____, 2011, the State and the Redevelopment Agency of the City of Woodland ("RDA") entered into a Property Acquisition Agreement ("Acquisition Agreement") in which the State agreed to purchase certain real properties from the RDA which are located in the City of Woodland, County of Yolo, State of California, and further described in Exhibit A, (collectively, "Property");

WHEREAS, the City currently operates a water well which is located upon the Property ("Water Well");

WHEREAS, after the State acquires the Property, the State will be constructing a new courthouse upon the Property ("New Courthouse") which requires the removal and relocation of the Water Well to a park site near the Property which site is currently owned by the City (collectively, "Water Well Project");

WHEREAS, the City of Woodland's City Council has approved: (1) the City to perform the Water Well Project; (2) the cost of the Water Well Project in the amount of $2.3 million and that such funds are available to complete the Water Well Project as documented in the City's Capital Improvement Plan and Budget for Fiscal Year 2010-2011 which was adopted by the City on June 22, 2010;

WHEREAS, the City has agreed to complete the Water Well Project, and the State has agreed to compensate the City for a portion of the costs associated with the Water Well Project; and

WHEREAS, the State is willing to provide the City a license to access and operate the Water Well for a limited period of time pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the State and the City agree as follows:

Section 1. Relocation and Removal of Water Well.

(a) Water Well Project. Within 12 months from the date that the State provides the City notice that escrow for the Property has closed pursuant to the Acquisition Agreement ("Removal Deadline Date"), City shall complete the Water Well Project including, without limitation, the relocation of the Water Well to the City-owned park site and the disconnecting, filling and capping of the Water Well and the removal of all related surface structures and equipment including, but not limited to pumps, generators, and enclosure walls, and roof. All work with respect to the Water Well Project shall be in accordance with any and all applicable laws and regulations. City shall provide the State with any documentation relating to the Water Well Project which reasonably could have any impact upon the future use of the Property, including without limitation, the construction of the New Courthouse upon the Property.

(b) Liquidated Damages. City agrees that if the Water Well Project is not completed by November 1, 2012, it is understood, acknowledged, and agreed that the State will suffer damages. Accordingly, the City shall pay to the State, as fixed and liquidated damages, and not as a penalty, the sum of $2,000.00 per day for each calendar day that the completion of the Water Well Project is delayed beyond November 1, 2012, which amounts the State may withhold from the Water Well Compensation (defined in section 2 below).

Section 2. Compensation for Water Well Project. In consideration of City causing the completion of the Water Well Project, the State will reimburse the City in the amount of $750,000 ("Water Well Compensation"). The City acknowledges that the cost of the Water Well Project exceeds the Water Well Compensation and that the City will fully and completely bear any costs for the Water Well Project in excess of the Water Well Compensation amount notwithstanding the cause of such additional costs. City shall invoice the State for the Water Well Compensation amount after a Notice of Completion has been recorded for the Water Well Project, and State will pay the City within 90 days after being invoiced. Notwithstanding the preceding, in the event that the California Department of Finance ("DOF") has not yet been authorized the release of construction funds for the New Courthouse at the time that the State receives the invoice from the City, in lieu of paying within 90 days after receiving the invoice, the State will pay the City within 90 days of the date that DOF authorizes the release of construction funds for the New Courthouse.

Section 3. License. State hereby grants the City a license to enter upon the Property for the purpose of maintaining and operating the Water Well and doing any work necessary to complete the Water Well Project. This license shall automatically terminate upon the completion of the Water Well Project.

Section 4. Indemnification. City, at its sole cost and expense, shall indemnify, protect, defend and hold harmless State (including its officers, employees and agents, from and against any and all claims (including, without limitation, personal injury and consequential damages claims), demands, damages, losses, liabilities, obligations, penalties, fines, actions, cause of action, judgments, suits, proceedings, costs and expenses (including, without limitation, attorneys' fees, court costs, administrative procedural costs and experts' fees) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, the State relating to or arising from (a) the City or any contractor of the City using or accessing of the Property in relation to maintaining or operating the Water Well; and/or (b) the City or any contractor of the City doing any work with respect to the Water Well Project. Any references to the State in this Section 4 include the Judicial Council of California and the Administrative Office of the Courts.

Section 5. Miscellaneous.

(a) Notices. All notices required to be given by either party will be made in writing and may be effected (i) by personal delivery, (ii) via reputable overnight courier service, (iii) by mail registered or certified postage prepaid with return receipt requested, or (iv) by facsimile transmission. Notices sent by courier or mail must be addressed to the parties at the addresses and faxed notices must be sent to the parties at the facsimile numbers appearing below in this Section 5 (a), but each party may change its designated address or facsimile number by giving written notice to the other party in accordance herewith. Notices delivered personally will be deemed communicated as of actual receipt; notices sent via overnight courier will be deemed communicated as of the date delivered by the courier; mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever occurs first; and faxed notices will be deemed communicated as of the time and date of the facsimile confirmation printout of the recipient. The parties' addresses, telephone numbers and facsimile numbers are as follows (telephone numbers are provided for convenience only):

City:

City of Woodland
Attn: City Manager
300 First Street
Woodland, CA 95695
Telephone: 530-661-5800
Facsimile: 530-406-0832

State: Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
Attn: Assistant Director, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102
Telephone: 415-865-4040
Facsimile: 415-865-8885

and

Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
Attn: Director
455 Golden Gate Avenue
San Francisco, CA 94102
Telephone: 916-263-1493
Facsimile: 916-263-2342

In addition, all audit requests and notices by the City related to termination of this Agreement or any notice alleging any breach or default by the State of this Agreement must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102-3688

(b) Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (1) implement the terms and provisions set forth in this Agreement, and (2) consummate the transactions contemplated herein, and shall execute any the agreements described herein, subject to the conditions attached thereto, and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

STATE OF CALIFORNIA, acting by and through the JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

By: ______________________
Name: Grant Walker
Title: Senior Manager, Business Services
Date: ______________________

APPROVED AS TO FORM:
Office of City Attorney

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

CITY OF WOODLAND

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

ATTACHMENT III

PUBLIC WORKS ADVANCE OF FUNDS AGREEMENT

WOODLAND COURTS PROJECT
(Relocation of City Water Well #1)

THIS PUBLIC WORKS ADVANCE OF FUNDS AGREEMENT ("Agreement") is entered into as of ________________, 2011, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND**, a public body, corporate and politic ("Agency"), and the **CITY OF WOODLAND**, a municipal corporation ("City").

Recitals

A. Pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 *et seq.*), the Agency is a duly constituted redevelopment agency under the laws of the State of California and pursuant to said laws is carrying out the Redevelopment Plan ("Redevelopment Plan") for the Woodland Redevelopment Project ("Redevelopment Project"). The Agency currently owns certain real property (the "Site") consisting of approximately 1.072 acres located generally at 445 Fifth Street, in the City of Woodland (APN 006-121-004) and within the boundaries of the Redevelopment Project (the "Redevelopment Project Area").

B. The City owns and operates a water well, known as Well #1, that is located upon the Site.

C. The City and Agency have cooperated with the Judicial Council of California, Administrative Office of the Courts ("AOC") in the planning and preparation of a Property Acquisition Agreement (the "Acquisition Agreement") and other related documents providing for the sale of the Site, together with other adjacent property, by the Agency to AOC for the proposed construction of the consolidation and expansion of the Juvenile Courthouse and Downtown Courthouse in the City (the "Courts Project").

D. In furtherance of section 2.5.4 of the Final Initial Study and Mitigated Negative Declaration for the New Yolo County Superior Court Courthouse Project, dated April 12, 2010, this Well #1 is scheduled to be relocated as part of the Courts Project. Pursuant to that certain Agreement Regarding the Removal and Relocation of a City Water Well (the "Well Agreement") being entered into between the City and AOC, the City has agreed to relocate Well #1 to a location offsite, including without limitation, disconnecting, filling and capping Well #1 (collectively, the "Water Well Project"), all in accordance with all applicable laws and regulations. Pursuant to the Well Agreement, upon completion of the Water Well Project, the AOC will reimburse the City a portion of the costs incurred by the City for the Water Well Project, up to a maximum of $750,000 ("AOC Reimbursement").

E. In furtherance of the Acquisition Agreement, the Agency desires to cooperate with the City and advance funds to the City to be used for the Water Well Project until such time as the City receives the AOC Reimbursement.

F. Pursuant to Health and Safety Code Section 33445, the Agency is authorized, with the consent of the City Council, to pay all or part of the value of the land for and the cost of the design, installation and construction of any building, facility, structure, or other improvements which are publicly owned either within or without the Redevelopment Project Area, upon a determination by the City Council and Agency that such buildings, facilities, structures or other improvements are of benefit to the Redevelopment Project by helping to eliminate blight within the Redevelopment Project Area, that no other reasonable means of financing such buildings, facilities, structures, or other improvements are available to the community, and that the payment of funds for the cost of such buildings, facilities, structures or other improvements is consistent with the Agency's five-year Implementation Plan for the Redevelopment Project.

G. Section 33678 of the Community Redevelopment Law provides that the portion of taxes allocated to the Agency pursuant to Section 33670(b) of the Community Redevelopment Law (Tax Increments) will not be deemed the receipt or appropriation of proceeds of taxes for the purposes of Article XIII.B. of the California Constitution so long as such Tax Increments are used for redevelopment activity which primarily benefits the Redevelopment Project Area.

H. In order to enable the City to commence the planning and engineering to undertaken the Water Well Project for the benefit of the Redevelopment Project Area, and as an inducement to the City to do so, the parties desire to enter into this Agreement providing for the Agency to advance funds to the City to pay a portion of the costs relating to the Water Well Project.

Agreement

THE AGENCY AND THE CITY HEREBY AGREE AS FOLLOWS:

1. The City shall be responsible for all of the design, engineering, disconnecting, filling and capping, and relocating the Well #1 currently located on the Site in accordance the Well Agreement, and in accordance with all applicable laws and regulations.

2. In consideration of the undertakings of the City under Section 1 of this Agreement, the Agency shall pay to the City as a reimbursement (or pay to a third party on behalf of the City) a portion of the actual costs incurred by the City as necessary for such activities relating to the Water Well Project, in a total amount not to exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) ("Agency Advance"). All remaining costs to complete the Water Well Project shall be paid by the City from other sources that may become available to the City for such purpose.

The Agency shall make such Agency Advance to (or on behalf of) the City from any funds that are or may become available to the Agency for such purpose, including the proceeds of any bonds issued by the Agency, loans and Tax Increments from the Redevelopment Project Area, at the Agency's sole discretion.

3. In consideration of the Agency making such Agency Advance under Section 2 the City shall actively seek to and obtain the AOC Reimbursement from the AOC in accordance with the Well Agreement, in the amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS

($750,000.00). Upon receipt of all or any portion of the AOC Reimbursement by the City, the City shall promptly use such funds to repay the Agency for the amount of the Agency Advance paid pursuant to this Agreement.

4. Failure by either party to perform its obligations hereunder shall constitute a default under this Agreement, and the other party may institute legal action to cure, correct or remedy such default, to recover damages for such default or to obtain any other remedy, including injunctive or declaratory relief, consistent with the purpose of this Agreement.

In the event of a default by the City hereunder, the Agency may, at its sole option, declare all sums owing under this Agreement immediately due and payable. The City shall pay reasonable attorneys' fees, costs and expenses incurred by the Agency in connection with or as a result of any default by the City. In the event of a default under this Agreement, interest on the amount due and owing to the Agency shall begin to accrue as of the date of default and continue until such time as all amounts due and owing by the City under this Agreement are repaid in full at the default rate of the lesser of ten percent (10%) per annum, simple interest, or the highest rate then permitted by law.

5. This Agreement constitutes an indebtedness of the Agency incurred in carrying out the Redevelopment Project, and a pledge of Tax Increments from the Redevelopment Project to repay such indebtedness, under the provisions of Section 16 of Article XVI of the California Constitution and Section 33670 *et seq.* of the Health and Safety Code; provided, however, that such pledge of Tax Increments shall always be subordinate and subject to the right of the Agency to pledge or commit Tax Increments from the Redevelopment Project Area to repay bonds or other indebtedness incurred by the Agency in carrying out the Redevelopment Project.

6. Pursuant to Section 895.4 of the Government Code, the Agency and City agree that each will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and each party agrees to indemnify and hold harmless the other party for any loss, costs or expense that may be imposed upon such other party by virtue of Sections 895.2 and 895.6 of the Government Code.

7. This Agreement and the obligations of the City and the Agency hereunder shall terminate upon the completion of the Water Well Project by the City and the repayment by the City of the Agency Advance as set forth above in this Agreement.

IN WITNESS WHEREOF, the Agency and the City have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND

By: ______________________________
Executive Director

Attest:

By: ______________________________
Secretary

CITY OF WOODLAND

By: ______________________________
City Manager

Attest:

By: ______________________________
City Clerk

ATTACHMENT IV

AGENCY RESOLUTION NO. ______________

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE EXECUTION OF A PROPERTY ACQUISITION AGREEMENT BETWEEN THE AGENCY AND THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS, AND A RELATED PUBLIC WORKS ADVANCE OF FUNDS AGREEMENT BETWEEN THE AGENCY AND CITY OF WOODLAND
[445 Fifth Street, 1000-Main Street, et al, 1011 Lincoln, 1021 Lincoln, Woodland, CA]

WHEREAS, the Redevelopment Agency of the City of Woodland (the "Agency") is carrying out the Redevelopment Plan (the "Redevelopment Plan") for the Woodland Redevelopment Project (the "Redevelopment Project"); and

WHEREAS, the Agency currently owns certain real property (the "Site") consisting of approximately 3.75 acres on the site bounded by Main Street, Fifth Street, Lincoln Avenue and Sixth Street in the City of Woodland (APN 006-121-011, 006-121-012, 006-121-013, 006-121-004, 006-121-007, 006-121-008) and within the boundaries of the Redevelopment Project (the "Redevelopment Project Area"); and

WHEREAS, Section 33430 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) provides that an agency may, within a survey area or for purposes of redevelopment, sell or otherwise dispose of any real property and any improvements on it; and

WHEREAS, the Agency desires to aid the Judicial Council of California, Administrative Office of the Courts ("AOC") in its efforts to implement the Courts Facilities Master Plan and the 2000 Yolo County Facility Master Plan with the project funding identified in the Courts Facilities Budget, which calls for the expansion and consolidation of the Juvenile Courthouse and Downtown Courthouse in Woodland (the "Courts Project"); and

WHEREAS in furtherance of the Redevelopment Plan and for the purposes of redevelopment, the Agency wishes to sell the Site to the AOC for the new Woodland Courthouse project to remove blight, develop underutilized parcels in the Redevelopment Project Area, and stimulate further investment and activity in the downtown area; and

WHEREAS, the Administrative Office of the Courts and the Agency have cooperated in the preparation of a Property Acquisition Agreement (the "Acquisition Agreement") setting forth the terms and conditions for the sale and conveyance of the Site by the Agency to the AOC; and

WHEREAS, Section 33431 of the California Community Redevelopment Law provides that any sale of property made pursuant to Section 33430 may be made without public bidding but only after a noticed public hearing; and

WHEREAS, the Community Redevelopment Law further provides in Section 33433 that before any property acquired, in whole or in part, with tax increment monies, is sold or leased for development pursuant to a redevelopment plan, such sale or lease shall first be approved by the legislative body after a public hearing, that notice of the time and place of the hearing shall be published in a newspaper of general circulation in the community for at least two (2) successive weeks prior to the hearing, and that the Agency shall make available for public inspection a copy of the proposed sale or lease and a report containing specified information and the financial aspects of the proposal; and

WHEREAS, the Agency has prepared a report pursuant to Section 33433 of the Health and Safety Code (the "Report"), describing the cost of the Acquisition Agreement to the Agency, the value of the property interest to be conveyed, the purchase price and other information required by said Section 33433, and the Report, together with the Acquisition Agreement, was made available to the public for inspection; and

WHEREAS, the City owns and operates a water well, known as Well #1, that is located upon the Site; and

WHEREAS, in furtherance of section 2.5.4 of the Final Initial Study and Mitigated Negative Declaration for the New Yolo County Superior Court Courthouse Project, dated April 12, 2010, this Well #1 is scheduled to be relocated as part of the Courts Project; and

WHEREAS, pursuant to that certain Agreement Regarding the Removal and Relocation of a City Water Well (the "Well Agreement") being entered into between the City and AOC, the City has agreed to relocate Well #1 to a location offsite, including without limitation, disconnecting, filling and capping Well #1 (collectively, the "Water Well Project"), all in accordance with all applicable laws and regulations; and

WHEREAS, in furtherance of the Acquisition Agreement, the Agency desires to cooperate with the City and advance funds to the City to be used for the Water Well Project in the amount of $750,000 (the "Agency Advance") until such time as the City receives the AOC Reimbursement, and the City and Agency have cooperated in the preparation of a Public Works Advance of Funds Agreement (the "Public Works Agreement") providing for such advance of funds by the Agency; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, with the consent of the City Council, to pay all or part of the value of the land for and the cost of the design, installation and construction of any building, facility, structure, or other improvements which are publicly owned either within or without the Redevelopment Project Area, upon a determination by the City Council and Agency that such buildings, facilities, structures or other improvements are of benefit to the Redevelopment Project by helping to eliminate blight within the Redevelopment Project Area, that no other reasonable means of financing such buildings, facilities, structures, or other improvements are available to the community, and that the payment of funds for the cost of such buildings, facilities, structures or other improvements is consistent with the Agency's five-year Implementation Plan for the Redevelopment Project; and

WHEREAS, Section 33678 of the Community Redevelopment Law provides that the portion of taxes allocated to the Agency pursuant to Section 33670(b) of the Community

Redevelopment Law (Tax Increments) will not be deemed the receipt or appropriation of proceeds for the purposes of Article XIII.B of the California Constitution so long as such Tax Increments are used for redevelopment activity which primarily benefits the Redevelopment Project Area;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the sale of the Site to the AOC as provided for in the Acquisition Agreement will assist in the elimination of blight, and is consistent with the Five-Year Implementation Plan adopted by the Agency pursuant to Health and Safety Code Section 33490. This finding is based upon the facts and information contained in the Report prepared by the Agency pursuant to Health and Safety Code Section 33433.

Section 2. The Agency hereby finds and determines that the consideration for the Site to be paid by the AOC under the Acquisition Agreement is not less than the fair market value at its highest and best use in accordance with the Redevelopment Plan. This finding is based upon the facts and information contained in the Report prepared by the Agency pursuant to Health and Safety Code Sections 33433.

Section 3. The Agency hereby further finds and determines that the Water Well Project is of primary benefit to the Redevelopment Project Area by helping to eliminate blight within the Redevelopment Project Area; that no other reasonable means of financing the Agency Advance portion of the Water Well Project are available to the community; and that completion of the Water Well Project, and the Agency Advance to be provided pursuant to the Public Works Agreement to assist in commencing the Water Well Project is consistent with the Implementation Plan prepared by the Agency pursuant to Health and Safety Code Section 33490. This finding is based upon the facts and information contained in the Report prepared by the Agency pursuant to Health and Safety Code Sections 33433.

Section 4. The Agency further finds and determines that the Agency Advance to assist with the costs necessary to commence the Water Well Project is a redevelopment activity as prescribed in Sections 33020 and 33021 of the Community Redevelopment Law, the Water Well Project and the Courts Project will primarily benefit the Redevelopment Project Area, and none of the funds used for the Agency Advance will be used for employee or contractual services of any local government agency except those relating directly to the design, engineering and actual work related to the Water Well Project.

Section 5. The Agency hereby approves the Acquisition Agreement in substantially the form currently on file with the Agency Secretary, including without limitation the sale of the Site by the Agency to the AOC pursuant to the terms and conditions set forth in the Acquisition Agreement.

Section 6. The Agency hereby approves the Public Works Agreement in substantially the form currently on file with the Agency Secretary, including without limitation the advance of funds by the Agency to pay a portion of the costs of the Water Well Project sale pursuant to the terms and conditions set forth in the Acquisition Agreement.

Section 7: The Executive Director is hereby authorized to amend the Agency budget to accept funds of $2,525,000, plus funds to cover all of the escrow fees and recording fees, any costs related to premiums and endorsements with respect to title insurance as provided for in the Acquisition Agreement; and reimbursement funds for all out of pocket expenses incurred by the Agency as provided for in the Memorandum of Understanding approved for execution by the Agency Board on May 18, 2010.

Section 8. The Executive Director and Secretary of the Agency are hereby authorized and directed to execute the Acquisition Agreement and the Public Works Agreement on behalf of the Agency, subject to any additional minor conforming, technical or clarifying changes approved by Agency Counsel. The Executive Director and Secretary are hereby further authorized and directed to take such further actions and execute such documents as are necessary to carry out the Acquisition Agreement and the Public Works Agreement on behalf of the Agency, including without limitation the execution of deeds and all other actions and documents necessary for the sale of the Site to the AOC in accordance with the Acquisition Agreement and payment of the Agency Advance to pay a portion of the costs for the Water Well Project in accordance with the Public Works Agreement.

PASSED AND ADOPTED this __1st_____ day of __March________________, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Chairperson

ATTEST:

____
Secretary

ATTACHMENT V

COUNCIL RESOLUTION NO. ____________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE EXECUTION OF A PROPERTY ACQUISITION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND AND THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
[445 Fifth Street, 1000-Main Street, et al, 1011 Lincoln, 1021 Lincoln, Woodland, CA]

WHEREAS, the Redevelopment Agency of the City of Woodland (the "Agency") is carrying out the Redevelopment Plan (the "Redevelopment Plan") for the Woodland Redevelopment Project (the "Redevelopment Project"); and

WHEREAS, the Agency currently owns certain real property (the "Site") consisting of approximately 3.75 acres on the site bounded by Main Street, Fifth Street, Lincoln Avenue and Sixth Street in the City of Woodland (APN 006-121-011, 006-121-012, 006-121-013, 006-121-004, 006-121-007, 006-121-008) and within the boundaries of the Redevelopment Project (the "Redevelopment Project Area"); and

WHEREAS, Section 33430 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) provides that an agency may, within a survey area or for purposes of redevelopment, sell or otherwise dispose of any real property and any improvements on it; and

WHEREAS, the Agency desires to aid the Judicial Council of California, Administrative Office of the Courts ("AOC") in its efforts to implement the Courts Facilities Master Plan and the 2000 Yolo County Facility Master Plan with the project funding identified in the Courts Facilities Budget, which calls for the expansion and consolidation of the Juvenile Courthouse and Downtown Courthouse in Woodland; and

WHEREAS in furtherance of the Redevelopment Plan and for the purposes of redevelopment, the Agency wishes to sell the Site to the AOC for the new Woodland Courthouse project to remove blight, develop underutilized parcels in the Redevelopment Project Area, and stimulate further investment and activity in the downtown area; and

WHEREAS, the Administrative Office of the Courts and the Agency have cooperated in the preparation of a Property Acquisition Agreement (the "Acquisition Agreement") setting forth the terms and conditions for the sale and conveyance of the Site by the Agency to the AOC; and

WHEREAS, Section 33431 of the California Community Redevelopment Law provides that any sale of property made pursuant to Section 33430 may be made without public bidding but only after a noticed public hearing; and

WHEREAS, the Community Redevelopment Law further provides in Section 33433 that before any property acquired, in whole or in part, with tax increment monies, is sold or leased for development pursuant to a redevelopment plan, such sale or lease shall first be approved by the legislative body after a public hearing, that notice of the time and place of the hearing shall be published in a newspaper of general circulation in the community for at least two (2) successive weeks prior to the hearing, and that the Agency shall make available for public inspection a copy of the proposed sale or lease and a report containing specified information and the financial aspects of the proposal; and

WHEREAS, the Agency has prepared a report pursuant to Section 33433 of the Health and Safety Code (the "Report"), describing the cost of the Acquisition Agreement to the Agency, the value of the property interest to be conveyed, the purchase price and other information required by said Section 33433, and the Report, together with the Acquisition Agreement, was made available to the public for inspection;

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

Section 1. The City Council hereby finds and determines that the sale of the Site to the AOC as provided for in the Acquisition Agreement will assist in the elimination of blight, and is consistent with the Five-Year Implementation Plan adopted by the Agency pursuant to Health and Safety Code Section 33490. This finding is based upon the facts and information contained in the Report prepared by the Agency pursuant to Health and Safety Code Section 33433.

Section 2. The City Council hereby finds and determines that the consideration for the Site to be paid by the AOC under the Acquisition Agreement is not less than the fair market value at its highest and best use in accordance with the Redevelopment Plan. This finding is based upon the facts and information contained in the Report prepared by the Agency pursuant to Health and Safety Code Sections 33433.

Section 3. The City Council hereby approves the Acquisition Agreement in substantially the form currently on file with the City Clerk, including without limitation the sale of the Site by the Agency to the AOC pursuant to the terms and conditions set forth in the Acquisition Agreement.

Section 4: The Agency is hereby authorized to amend the Agency budget to accept funds of $2,525,000, plus funds to cover all of the escrow fees and recording fees, any costs related to premiums and endorsements with respect to title insurance as provided for in the Acquisition Agreement; and reimbursement funds for all out of pocket expenses incurred by the Agency as provided for in the Memorandum of Understanding approved for execution by the Agency Board on May 18, 2010.

Section 5. The Agency is hereby authorized to execute the Acquisition Agreement on behalf of the Agency, subject to any additional minor conforming, technical or clarifying changes approved by Agency Counsel, and to take such further actions and execute such documents as are necessary to carry out the Acquisition Agreement on behalf of the Agency, including without limitation the execution of deeds and all other actions and documents necessary for the sale of the Site to the AOC in accordance with the Acquisition Agreement.

PASSED AND ADOPTED this __1st_____ day of __March_________________, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

ATTACHMENT VI

COUNCIL RESOLUTION NO. ______________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING THE REMOVAL AND RELOCATION OF A CITY WATER WELL BETWEEN THE CITY OF WOODLAND AND JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS REGARDING THE RELOCATION OF WELL #1, AND A RELATED PUBLIC WORKS ADVANCE OF FUNDS AGREEMENT BETWEEN THE AGENCY AND CITY

[Relocation of Well #1]

WHEREAS, the Redevelopment Agency of the City of Woodland (the "Agency") is carrying out the Redevelopment Plan (the "Redevelopment Plan") for the Woodland Redevelopment Project (the "Redevelopment Project"); and currently owns certain real property (the "Site") consisting of approximately 1.072 acres located generally at 445 Fifth Street, in the City of Woodland (APN 006-121-004) and within the boundaries of the Redevelopment Project (the "Redevelopment Project Area"); and

WHEREAS, the City owns and operates a water well, known as Well #1, that is located upon the Site; and

WHEREAS, the City and Agency have cooperated with the Judicial Council of California, Administrative Office of the Courts ("AOC") in the planning and preparation of agreement and other related documents providing for the sale of the Site, together with other adjacent property, by the Agency to AOC for the proposed construction of the consolidation and expansion of the Juvenile Courthouse and Downtown Courthouse in the City (the "Courts Project"); and

WHEREAS, in furtherance of section 2.5.4 of the Final Initial Study and Mitigated Negative Declaration for the New Yolo County Superior Court Courthouse Project, dated April 12, 2010, this Well #1 is scheduled to be relocated as part of the Courts Project, and

WHEREAS, the City agrees to relocate Well #1 to a location offsite, including without limitation, disconnecting, filling and capping Well #1 (collectively, the "Water Well Project"), all in accordance with all applicable laws and regulations; and

WHEREAS, the City and the AOC have cooperated in the preparation of an Agreement Regarding the Removal and Relocation of a City Water Well (the "Well Agreement") which sets for the respective terms, conditions and responsibilities of the City and AOC with respect to the Water Well Project, including a reimbursement by the AOC of a portion of the costs for the Water Well Project, in the amount of $750,000 (the "AOC Reimbursement"); and

WHEREAS, the City does not have sufficient funding to pay for all the costs associated with the Water Well Project, and has requested an advance of funds from the Agency until such time as the City receives the AOC Reimbursement from the AOC, and the Agency and City have cooperated in the preparation of a Public Works Advance of Funds Agreement (the "Public Works Agreement") providing for such advance by the Agency; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Agency is authorized, with the consent of the City Council, to pay all or part of the value of the land for and the cost of the design, installation and construction of any building, facility, structure, or other improvements which are publicly owned either within or without the Redevelopment Project Area, upon a determination by the City Council and Agency that such buildings, facilities, structures or other improvements are of benefit to the Redevelopment Project by helping to eliminate blight within the Redevelopment Project Area, that no other reasonable means of financing such buildings, facilities, structures, or other improvements are available to the community, and that the payment of funds for the cost of such buildings, facilities, structures or other improvements is consistent with the Agency's five-year Implementation Plan for the Redevelopment Project;

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

Section 1. The City Council hereby finds and determines that the Water Well Project is of primary benefit to the Redevelopment Project Area by helping to eliminate blight within the Redevelopment Project Area; that no other reasonable means of financing the Agency Advance portion of the Water Well Project are available to the community; and that completion of the Water Well Project, and the Agency Advance to be provided to assist in commencing the Water Well Project is consistent with the Implementation Plan prepared by the Agency pursuant to Health and Safety Code Section 33490. This finding is based upon the facts and information contained in the Report prepared by the Agency pursuant to Health and Safety Code Sections 33433 relating to the Acquisition Agreement.

Section 2. The City Council hereby approves the Well Agreement in substantially the form currently on file with the City Clerk, including without limitation the abandonment and relocation by the City of Well # 1 in coordination with the new Courts Project.

Section 3. The City Council hereby approves the Public Works Agreement in substantially the form currently on file with the City Clerk, including without limitation the advance of funds by the Agency and repayment of such advance by the City for the Water Well Project.

Section 4. The City Manager is hereby authorized and directed to execute the Well Agreement and the Public Works Agreement on behalf of the City, subject to any additional minor conforming, technical or clarifying changes approved by the City Attorney. The City Manager and City Clerk are hereby further authorized and directed to take such further actions and execute such documents as are necessary to carry out the Well Agreement and the Public Works Agreement on behalf of the City, including without limitation all actions necessary for the abandonment and relocation of the Well #1 existing on the Site, in accordance with the Well Agreement and the repayment to the Agency of any costs advanced by the Agency pursuant to the Public Works Agreement.

PASSED AND ADOPTED this __1st _____ day of ___March, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

ATTACHMENT VII

AMENDED AND RESTATED SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA HEALTH AND SAFETY CODE ON A PROPOSED PROPERTY ACQUISITION AGREEMENT BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND AND JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

The following Summary Report has been prepared pursuant to Section 33433 of the California Health and Safety Code. The report sets forth certain details of the proposed Property Acquisition Agreement (the "Agreement") between the Redevelopment Agency of the City of Woodland ("Agency") and Judicial Council of California, Administrative Office of the Courts ("AOC"). The purpose of the Agreement is to effectuate the Redevelopment Plan for the Woodland Redevelopment Project Area ("Redevelopment Plan") and to eliminate blight within the Redevelopment Project Area by assisting the AOC in implementing the Courts Facilities Master Plan and the 2000 Yolo County Facility Master Plan which calls for the expansion and consolidation of the Juvenile Courthouse and Downtown Courthouse in Woodland (the "Courts Project").

The Agreement provides for the Agency to sell to the AOC certain real property, consisting of seven (7) parcels of land, located in the City of Woodland (the "Site") for the anticipated development by the AOC of the Courts Project.

I. SUMMARY OF AGREEMENT

A. Project Description

The Site consists of seven (7) parcels of land, located generally at 1011 Lincoln Avenue (APN 006-121-007), 1021 Lincoln Avenue (APN 006-121-008), and 1000-1022 Main Street (APN 006-121-001, -012, -013) all previously owned by private parties (the "Private Parcels"); and 445 Fifth Street (APN 006-121-004), previously owned by the City (the "City Parcel"), all located in downtown Woodland. The Agency has acquired and currently owns the Site. The Site will be sold to the AOC for the anticipated future development of the Courts Project.

B. Agency Responsibilities

The Agreement requires the Agency to sell the Site to the AOC and complete the following actions:

1. Under the Agreement, the Agency would sell the Site to the AOC for the appraised value of $2,525,000, plus reimbursement to the Agency of certain other costs incurred by the Agency to acquire the Site, as more fully set forth below.

2. The Agency is responsible for relocation of all owners and tenants occupying any portion of the Site, subject to reimbursement by the AOC of certain costs relating to such relocation pursuant to a separate Cost Reimbursement Agreement ("Reimbursement Agreement") to be entered into between the Agency and AOC.

3. The City and AOC will enter into an Agreement Regarding the Removal and Relocation of a City Water Well ("Well Relocation Agreement," attached to the Agreement as Exhibit E), whereby the City will relocate the Water Well currently existing on the City Parcel to an off-site location, and the AOC will pay a portion of the costs up to $750,000 upon completion of the relocation of the Water Well. The Agency and City will also enter into a Public Works Advance of Funds Agreement whereby the Agency will advance $750,000 to the City to enable the City to commence work relating to such relocation, which amount will be repaid to the Agency upon receipt by the City of the AOC's $750,000 contribution toward the relocation.

C. AOC Responsibilities

The Agreement, Reimbursement Agreement and Well Relocation Agreement require the AOC to acquire the Site and accept the following responsibilities:

1. The AOC must pay the purchase price and all of the escrow fees, plus all costs related to premiums and endorsements with respect to title insurance for the Site.

2. The AOC must reimburse the Agency for the actual, reasonable, documented relocation expenses/payments paid to or on behalf of the previous owners and/or tenants of the Private Parcels, up to a maximum amount of $265,250.

3. Pursuant to the Well Relocation Agreement, the AOC must pay a portion of the costs for relocation of the Water Well in the amount of $750,000 upon completion of the relocation of the Water Well.

4. The AOC must reimburse the Agency for certain pre-development costs incurred by the Agency, including without limitation appraisals, Phase I and II reports, and other out-of-pocket costs incurred by the Agency, up to a maximum amount of $50,000.

5. The AOC must reimburse the Agency for a portion of the broker fee incurred by the Agency in connection with the sale of the Site to the AOC, in the amount of $50,000.

II. COST OF THE AGREEMENT TO THE AGENCY

The following costs have been or will be incurred relating to the Agreement:

1. <u>Land Acquisition Costs</u>. The Agency has acquired the Site from the previous third-party owners, including private owners and the City. The costs incurred or will be incurred by the Agency with respect to the acquisition include:

a. Purchase Price equal to $2,950,000, which includes the purchase price for the Agency to acquire the seven parcels that constitute the Site, relocation of all occupants, closing and escrow costs, plus broker's commission. AOC to purchase the Site for $2,525,000, plus reimbursement of $50,000 of the broker's commission, providing for an Agency net cost of approximately $375,000.

b. Staff and administrative costs and legal fees associated with the preparation and approval of the purchase and sale agreements to acquire the parcels constituting the Site from the previous owners, and closing transactions.

2. Water Well Relocation Advance of Funds. The Agency will advance funds in the amount of $750,000 to the City to assist the City with funding the costs for relocation of the Water Well. The Agency will be repaid the amount of the advance upon completion of the relocation work and upon receipt by the City of the AOC's contribution toward the relocation costs.

3. Other Costs. In addition to the above, the Agency has incurred, and will continue to incur, the following costs in connection with the Agreement:

a. Staff and administrative costs and legal fees for the preparation of the Agreement and related documents.

b. The Agency will also incur ongoing staff and administrative costs associated with performance of its obligations under the Agreement, as well as monitoring of the performance by the AOC of its obligations under the Agreement, although these costs are expected to be minimal.

III. ESTIMATED VALUE OF THE INTERESTS TO BE CONVEYED DETERMINED AT THE HIGHEST AND BEST USE PERMITTED UNDER THE REDEVELOPMENT PLAN

Section 33433 of the California Health and Safety Code requires the Agency to identify the value of the interests being conveyed at the highest use allowed by the Site's zoning, and the requirements imposed by the Redevelopment Plan. The Agency and AOC cooperated in obtaining appraisals for the parcels constituting the Site, prepared by Clark-Wolcott, Inc., Real Estate Analysts and Consultants during the negotiation and preparation of the Agreement. Based on those appraisals, the fair market value for the Site being conveyed to the AOC is estimated at $2,525,000.

IV. CONSIDERATION RECEIVED AND COMPARISON WITH THE ESTABLISHED VALUE OF THE SITE

Based on the information and appraisals identified above, it is determined that the current fair market value of the Site at the highest and best use permitted by the Redevelopment Plan is approximately $2,525,000. Under the Agreement, the AOC will acquire the Site from the Agency for a purchase price of $2,525,000, which is equal to the estimated fair market value of the Site.

V. BLIGHT ELIMINATION

California Health and Safety Code Section 33433 requires that all projects that are assisted by a redevelopment agency must alleviate blighting conditions. The major goals and objectives of the Redevelopment Plan include, among others, the elimination of blighting influences and the correction of environmental deficiencies in the Project Area; the assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Project Area; the re-planning, redesign and development of areas which are stagnant or improperly utilized; and the strengthening of the economic base of the Project Area and strengthening retail and other commercial functions in the downtown area.

The Site is located within the Gateway Revitalization Area. As noted in the Agency's Five-Year Implementation Plan, blight within this sub-area include the deterioration and dilapidation of buildings, defective design and character of physical construction, including a failure on the part of some buildings to meet modern code standards; age and obsolescence of structures, and impaired investments.

In 2008, the Agency began the process of assembling property and working to retain the Yolo County courts facility in Woodland. With Agency assistance, the AOC selected the Site for construction of a new 145,000 square foot courthouse to consolidate all of the court's operations at one location in downtown Woodland and increase the number of courtrooms in Woodland. Closure of the courts in Woodland would have meant the loss of 380,000 visitors every year to downtown Woodland, which would have been a huge blow to the community's retail and commercial base. It is critical for the economic health of Woodland to retain the Court's operations in downtown Woodland, with the visitors and employees patronizing local restaurants and retail establishments.

The Agency assistance to the Court Project includes not only financial assistance, but also assistance with the assembly of property at this prime location in order to accommodate this modern development to assist with the consolidation and expansion of the court facilities in downtown Woodland. This project will also eliminate previously existing aged building types and mixed character uses, as well as complete another key element of the Gateway Revitalization Area.

Construction of the Court Project in downtown Woodland would also provide a further benefit from the local purchases the courts make for its services and supplies. Construction of the Court Project, and expansion of the number of courtrooms, is also expected to help spur growth in new office space for private attorneys and other users of the court system, as well as provide a catalyst to other retail and commercial development within the Project Area and particularly within the Gateway Revitalization Area.

VII. CONFORMANCE WITH THE AB1290 IMPLEMENTATION PLAN

Pursuant to the requirements of Health and Safety Code Section 33490, the Agency adopted a Five-Year Implementation Plan for the Redevelopment Project Area covering the period 2010 to 2014. The New Yolo County Courthouse Project was specifically identified as one of the redevelopment activities to be undertaken by the Agency during the Implementation Plan period. Thus, the Court Project conforms with the AB1290 Implementation Plan.