CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA

CITY COUNCIL
CLOSED SESSION AGENDA

MARCH 20, 2012

5:00 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B.1 Conference with Legal Counsel - Existing Litigation, Pursuant to Section 54956.9(a)
Name of Case: California Clean Energy Committee v. City of Woodland et al

B.2 Public Employee Performance Evaluation, Pursuant to Section 54957
Title: City Manager Evaluation

B.3 Public Employee Appointment, Pursuant to Section 54957
Title: City Manager

JOINT REGULAR CITY COUNCIL/ WOODLAND FINANCE AUTHORITY

6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

updated a/o 10/9/2018

This 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

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. COMMITTEE REPORTS

F.1 Receive the Minutes of the Library Board of Trustees of February 2, 2012

G. PRESENTATIONS

1. Adopt Proclamation Declaring April 8-14, 2012 as National Library Week

2. Adopt Proclamation Recognizing April 2012 as DMV/Donate Life California Month

3. Adopt Proclamation Declaring March 2012 as Red Cross Month

H. CONSENT CALENDAR

4. Receive the Fire Department Monthly Status Report for December 2011

5. Receive the Public Works Department Monthly Status Report for December 2011

6. Adopt Resolution in Support of Healthy Eating Active Living (HEAL)

7. Accept as Complete Contract with Roadrunner Drilling & Pump Co. for Well Replacement Phase I – Well 28, CIP 10-08; Authorize Notice of Completion

I. REPORTS OF THE CITY MANAGER

8. Approve Advancement of Capital Budget Authorization in Fiscal Year 2012 for Pioneer Avenue Widening from Gibson Road to Patriot Drive, CIP 09-24; Approve Project Design and Bid Package; Authorize Bid Advertisement

9. Receive Report on Fiscal Year 2012/13 General Fund Budget

10. Authorize Use of Measure E Revenue, up to $2 million per Year Recorded as an Internal Loan, to cover on-going Debt Service Requirements; Review and Approve Updated Measure E Spending Plan

11. Appoint Voting Member and Alternate to League of CA Cities Annual Conference

12. Approve Draft Purchase Agreement for State Theater; Provide Direction to Staff Concerning Details of Purchase; Authorize Staff to Complete Purchase; Authorize Mayor to Execute Agreement

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for Tuesday, March 20, 2012 was posted on March 16, 2012 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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Library Board of Trustees minutes for February 2, 2012

Report in Brief

Staff recommends that the City Council receive the Library Board of Trustees meeting minutes for the February 20, 2012 regular meetings.

Recommendation for Action

No action required.

Prepared by: Heather Muller
Library Services Director

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Kevin O'Rourke
Interim City Manager

Attachment

WOODLAND PUBLIC LIBRARY
BOARD OF TRUSTEES
Minutes, February 2, 2012

Present: Alain Traig, Bod Goding, Kay Hodges
Staff: Heather Muller
Excused Absence: Jorel Difuntorum and Tom Pavao

The meeting was called to order at 4:00 p.m..

I. Welcome Visitors
Alain welcomed Diana Dearmore and Dr. Melissa Moreno

II. Public Comment: None

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

IV. Approval of Minutes
The minutes of the January 5, 2012 meeting were approved as submitted.

V. Communications
The Rose Club is hosting a Valentine Tea on February 12, 2012.

Mystery Night is scheduled for March 17, 2012.

The American Library Association's annual conference is scheduled for June 21-16, 2012, in Anaheim.

A Caltech workshop is scheduled for February 25, 2012 in Walnut Creek.

Heather reported that the PERS 960 rule, if enforced, would limit a retiree's ability to be employed for more than one year, which would have direct impact upon the retirees currently working part-time at the Library.

Over 2000 pounds of food were gathered during the Food for Fines program; the contributions were donated to the Food Bank.

On January 9, 2012, there was a bomb threat at the Court House. The judges and jurors were moved temporarily to the Library. Heather received a letter of appreciation from the Superior Court officers.

Heather recently participated in a meeting with other area library directors who share the catalog. Sacramento card holders will now be charged a $1 fee for failure to pick up items they have placed on hold. There is continued discussion regarding Sacramento's reluctance to continue providing delivery service to outlying areas such as Woodland; other options are being explored. Another meeting is scheduled March 7th.

VI. Old Business

A. Long Term Funding
Numerous options were discussed at length. Following discussion, Board members present voted to defer the sales tax issue for this election year. It was agreed that Heather will coordinate the scheduling of another "two-by-two" meeting between representatives of the Board and City Council.

B. Election of Board of Trustee officers
Deferred until next meeting.

C. Goals for library/library director
The Board reviewed Heather's input and offered suggestions. A final draft will be prepared for the next meeting.

D. Budget update
The figures for Literacy personnel costs on the City's budget report are incorrect, which present a potential shortfall . A Special Study Session regarding the budget is scheduled for February 7th at 2:00 p.m. The City Council's Mid-Year Budget Review is scheduled for February 21st.

VII. New Business

A. Programming partnership
Headstart contacted the library regarding partnering on a "Dr. Seuss Happy Birthday" celebration consisting of story times for children from March 2nd-9th ; volunteers are being sought.

Yolo Energy Watch has provided the library with a number of "Kill-a-Watts" that patrons can check out to measure their household appliance consumption. An energy-saving workshop will be held in the Leake Center on February 15th at 7:00 p.m and Yolo Energy Watch will demonstrate how to use the Kill-a-Watt meters. Heather continues to explore other partnership possibilities.

VIII. Reports
Director: Heather submitted her second quarter report to the Board.
Board:
1) Council meeting attendance: Alain attended the January 10th meeting..
2) Individual Board Reports: None

The meeting was adjourned at 6:20 p.m.
The next meeting will be March 1, 2012.
Minutes prepared by Kay Hodges
Approved March 1, 2012

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Proclamation of National Library Week – "You Belong @ Your Library" April 8-14, 2012

Report in Brief

The City Council is asked to proclaim April 8-14, 2012, as National Library Week, themed "You Belong @ your library."

Staff recommends that the City Council issue a Proclamation declaring April 8-14, 2012, as National Library Week and encourage residents to join the celebration at Woodland Public Library.

Background

The Council has shown their support for National Library Week in the past via issuing a Proclamation. This is the opportunity for the Council to recognize the importance of libraries for free public access to information as well as promoting reading, lifelong learning, and access to technology.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends adoption of a Proclamation declaring April 8-14, 2012, as National Library Week.

Prepared by: Heather Muller
Library Services Director

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Kevin O'Rourke
Interim City Manager

Attachment

National Library Week 2012
Proclamation

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all;

WHEREAS; libraries work to meet the changing needs of their users, including building collections, expanding outreach services and increasing programming;

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves;

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy;

WHEREAS, librarians design and offer programs to meet their community's economic needs, providing residents with resume writing classes, interviewing workshops and job seeking resources;

WHEREAS, libraries are part of the American dream, places for education, opportunity and lifelong learning;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that the City of Woodland proclaims National Library Week, April 8-14, 2012. I encourage all residents to visit the Woodland Public Library this week to take advantage of the wonderful library resources available @ your library. You Belong @ your library.

Dated this 20th day of March, 2012

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Artemio Pimentel, Mayor

Marlin H. Davies, Vice Mayor

William L. Marble, Council Member

Martie L. Dote, Council Member

Tom Stallard, Council Member

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Proclamation – Donate Life California Month

Report in Brief

The Woodland City Council has been asked to proclaim April as Donate Life California Month. This request has been presented by Tom Inks and Robyn McBurney, members of the DMV Donate Life Team. These volunteers are working with the Department of Motor Vehicles (DMV), local governments and other non-profit organizations with similar missions across the state to promote awareness of organ donation.

Staff recommends that the City Council adopt the attached Proclamation recognizing April 2012 as "DMV/Donate Life California Month".

Background

Donate Life California is a public awareness and education campaign to raise awareness of the need for organ donation and the options available to people who may consider such action. The campaign is focusing on local governments as a source of promoting public awareness through proclamations approved by City Councils, education of employees and public events.

Recommendation for Action

Staff recommends that the City Council adopt the attached Proclamation recognizing April 2012 as "DMV/Donate Life California Month".

Kevin O'Rourke
Interim City Manager

Attachment

CITY OF WOODLAND
PROCLAMATION
DMV/Donate Life California Month – APRIL 2012

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and every 90 minutes one person dies while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, nearly nine million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland proclaims April 2012 as **"DMV/Donate Life California Month"** in the City of Woodland, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFEcalifornia.org or www.doneVIDAcalifornia.org.

Dated this 20h day of March, 2012.

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Artemio Pimentel, Mayor

Marlin H. "Skip" Davies, Vice Mayor — Martie L. Dote, Council Member

William L. Marble, Council Member — Tom Stallard, Council Member

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Proclamation - Red Cross Month

Report in Brief

The Yolo County Chapter of the American Red Cross is requesting that the Council acknowledge their organization by proclaiming March 2012 as Red Cross Month. Ms. Tammy Crewdson, Red Cross Advisory Chair, will be present to receive the Proclamation.

Staff recommends that the City Council adopt a Proclamation declaring March 2012 as Yolo County Red Cross Month.

Background

Red Cross month is a time when we acknowledge those who have contributed in helping to achieve the Red Cross mission of providing disaster relief to those in need.

Recommendation for Action

Staff recommends that the City Council adopt a Proclamation declaring March 2010 as Yolo County Red Cross Month.

Prepared by: Ana Gonzalez
City Clerk

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Kevin O'Rourke
Interim City Manager

Attachment

CITY OF WOODLAND
PROCLAMATION
RED CROSS MONTH – MARCH 2012

WHEREAS, for more than 130 years, the American Red Cross has been at the forefront of helping Americans prevent, prepare for and respond to large and small disasters. Families and communities depend on the Red Cross in times of need; yet the Red Cross depends on the support of the American people to help sustain the foundation; and,

WHEREAS, each year during the month of March we formally recognize the American Red Cross and its essential humanitarian role in our community. We honor the role of the American Red Cross's contribution to making Yolo County a better place. This year, the Red Cross celebrates the incredible support received from donors as well as invites those who have not yet supported the Red Cross mission to do so, whether that be through a financial or blood donation, volunteering or taking a training or safety class; and,

WHEREAS, for more than 100 years, the Red Cross in Yolo County has relied on the everyday heroes who donate time, blood or money. The Red Cross in Yolo County is one of more than 700 chapters across the country who tirelessly serves their community; and,

WHEREAS, it has been the place where compassionate people freely give their time and talent to help prevent and ease human suffering among friends, neighbors and even strangers; and

WHEREAS, the citizens of Yolo County made contributions to fund the cost of providing immediate relief to 506 families who have undergone a local disaster. You learned CPR and Preventative Health & Safety to save the lives of friends, neighbors and strangers. You volunteered your time to help those in need; and,

WHEREAS, in the past year alone, the Capital Region Chapter responded to 365 local emergencies, assisted 3,173 military family members and trained 55,540 people in lifesaving skills such as CPR and First Aid. Red Cross volunteers are the core of the Red Cross, donating their time and energy to selflessly serve those in need; demonstrating the compassion and generosity for which Americans are known; and,

WHEREAS, the Capital Region Chapter and its nearly 2,709 volunteers and donors provide valuable tools and education to individuals, families, workplaces and schools, making us all stronger and more resilient.

NOW, THEREFORE, the City Council of the City of Woodland does hereby proclaim the month of March 2012 as Red Cross Month and urges recognition of the appropriate activities and educational opportunities that have been held and will continue throughout the year by the Yolo County Red Cross in their efforts to benefit the entire Yolo County Community.

Dated this 20th day of March 2102

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Artemio Pimentel, Mayor

Marlin H. "Skip" Davies, Vice-Mayor — Martie L. Dote, Council Member

William L. Marble, Council Member — Tom Stallard, Council Member

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Fire Department Monthly Report for January, 2012

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 January, 2012.

Prepared by: Shannon Collins
Management Analyst

Reviewed by: Dan Bellini
Chief of Public Safety

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Kevin O'Rourke
Interim City Manager

Attachment

Woodland Fire Department
Monthly Status Report
Summary – January 2012

(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			
Maintain Minimum Staffing	$16,475.73	16,771.08	+295.35
Maintain Line BC position	$15,244.70	17,325.65	+2,080.95
Call Back Staffing	$864.36	925.14	+60.78
Total	**$32,584.79**	**35,021.87**	+2,437.08
Strike Team (reimbursable, and **not** included above)	$0.00	0.00	
Total Incident Responses			
Fire	23	23	0
EMS/Rescue	259	325	+66
Hazardous Condition	8	17	+9
Public Service	45	53	+8
Good Intentions	40	63	+23
False Alarms	16	30	+14
Total	**391**	**511**	+120
Mutual/Auto-Aid/Strike Team	12	16	+4
Concurrent Incidents	124	178	+54
Fire Prevention			
Commercial Inspections	12	19	+7
Plan Reviews	1	2	+1
Business License Inspections	15	23	+8
Permitted Inspections	56	61	+5
Residential Inspections	3	7	+4
Resale Inspections	11	19	+8
Engine Company Inspections	55	32	-23
Total	**153**	**163**	+10
Weed Abatement	0 hours	0 hours	0
Fire Investigations	1.5 hours	11 hours	+9.5 hours
Pub Ed Events	1	3	+2
Training Hours	1,232.5	574.5	-658

Department Highlights:

The Woodland Fire Department just finished the year 2011 with the highest calls for service in our history. We responded to 4,906 calls for service in 2011 and have followed that up with the busiest month with 511 calls for service. In addition, we hosted Command 1A and held Engineer Testing, resulting in the promotion of our newest Engineer, John Schaufel.

DIVISIONS

ADMINISTRATION:

Emergency Management

- *There were no activities in the month of January, 2012.*

OPERATIONS:

Incident Activity

The WFD responded to a total of **511** incidents in January, 2012. They included:

- **23 Fires**, for a current annual total of **23.** The **23 fires** included:
  - **3** building/chemical, explosion, fire others
  - **4** grass, vegetation, brush fires
  - **13** dumpster, outside rubbish, trash fires
  - **3** passenger vehicle fires

- **325 EMS/Rescues**, for a current annual total of **325.** The EMS/Rescues included:
  - **51** Calls requiring medical assistance
  - **18** EMS calls, cancelled en route or on scene
  - **233** EMS Calls for people with injuries
  - **10** vehicle accidents with injuries
  - **13** motor vehicle/pedestrian accidents with or without injuries

- **17 Hazardous Conditions,** for a current annual total to **17.** The Hazardous Conditions included:
  - **8** toxic conditions, oil or chemical spills, gas leak, hazardous conditions, other
  - **8** electrical wiring, arcing, shorted electrical equipment
  - **1** vehicle accident cleanup

- **53 Public Service** Calls, for a current annual total of **53.** The Public Services Calls included:
  - **2** calls to assist police or other governmental agencies
  - **5** calls for public service
  - **8** invalid public assistance calls
  - **26** cover assignment, standby, move up, unauthorized burns
  - **12** lock-out, water problems, person in distress, other

- **63 Good Intentions** calls, for a current annual total of **63.** The calls included:
  - **36** calls that were cancelled en route or CAD error
  - **17** no incident found on arrivals
  - **6** Steam, smoke, odor of smoke, barbeque, authorized burning
  - **4** good intent call, other

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

Concurrent Incidents:

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.**

The breakdown of **concurrent incidents** for January, 2012 is:

2 companies committed simultaneously = 106 times
3 companies committed simultaneously = 37 times

4 companies committed simultaneously	=	23 times
5 companies committed simultaneously	=	5 times
6 companies committed simultaneously	=	7 times

The Woodland FD received **511** calls for service in January, 2012 with **178** being Concurrent Alarms = **34.8%** of the time. This means that approximately 1 out of every 3 calls would commit to two or more fire units simultaneously.

This month, our response time average for getting an initial fire engine on-scene is **6:06 Minutes** for fires and **4:47** for emergency medical services (EMS) calls.

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 January, 2012 **: 16**

Aid Received: 12

- **4** Davis Fire Department
- **7** Willow Oak Fire Protection District
- **1** Yolo Fire Protection District

Aid Given: 4

- **2** Davis Fire Department
- **2** Elk Horn Fire Protection District

Current annual total is **16.**

Overtime Summary

This is the fourth month we have been able to see the savings the SAFER Grant Firefighters have made. Our overtime expenses are significantly below this time last year. However, our overtime expenses are in direct correlation to the filling of the two (2) Line Battalion Chief positions, along with daily staffing requirements and emergency call-backs for large events. As our staffing has been reduced significantly, mainly due to attrition (the hiring of 6 SAFER Firefighters has reduced that number to 10), our ability to absorb vacancies resulting from illness, vacation, and injury with on-duty relief staffing has been improved. Now we are able to absorb most vacancies, except we hire back off-duty personnel on overtime to cover the vacant Battalion Chief's positions and some line positions depending on staffing levels. Having limited on-duty staffing each day has causes a reliance on **call-back staffing** when large events or multiple small events occur.

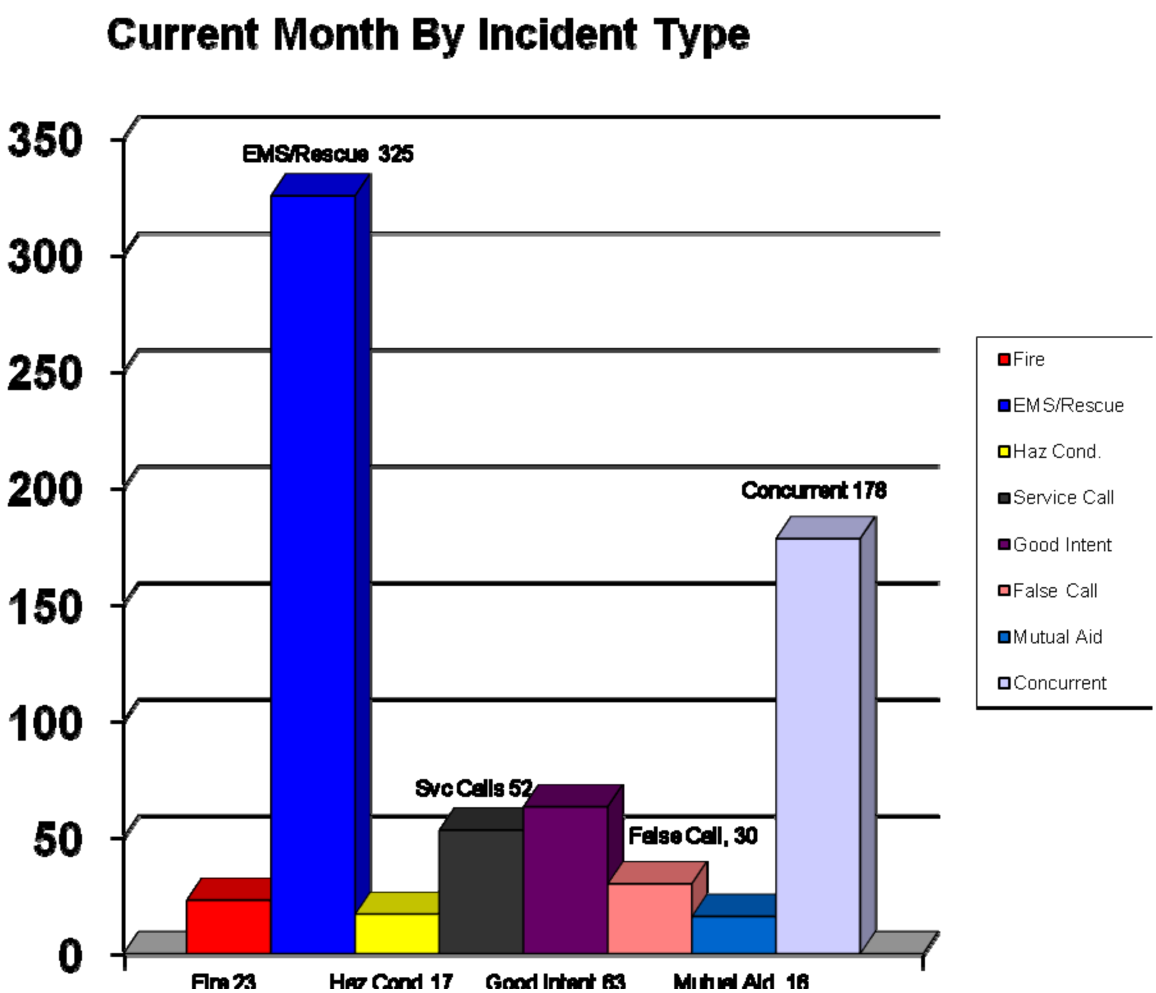
There were a total of **964** overtime hours worked during the month of January, 2012 for a total cost of **$42,653.39.** ***This includes 346 hours of coverage for two Line Battalion Chief's vacancies.*** (1**.0 FTE** of an entry level Firefighter, wages and benefits) This includes:

- **827** hours of **Minimum Staffing** at a cost of **$37,117.49** for the month of January 2012. ***This includes 346 hours of coverage for two Line Battalion Chief's vacancies.*** In addition this also included unusual circumstances, including worker's comp/light duty and FMLA.

- o There were **2191** hours of overtime used for the month of January 2011 at a cost of **$89,992.99**. In January 2012 it was **827** hours at a cost of **$37,117.49.**

- **23** hours were needed for **Call-Back Staffing** at a total cost of **$925.14** for the month of January 2012. *(Call Back Staffing is necessary to backfill the stations when a major incident occurs that depletes the minimum staffing levels).*

  - o There was an average of **53.88** hours per month used to provide Call Back Staffing at a cost of **$2,213.26** for the period January 2011 to January 2012.



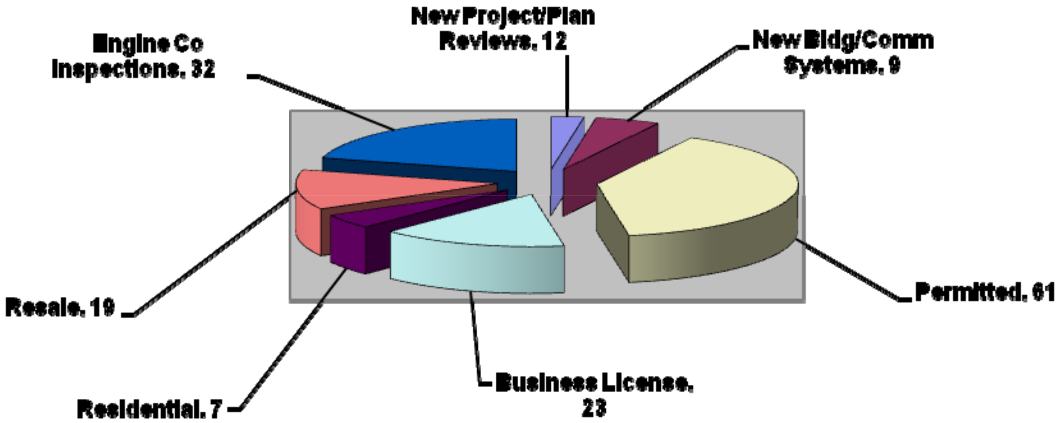
The graph above is a visual summary of the number of incidents that the Fire Department responded to during the weeks January 1, through 31, 2012.

Total Incidents to Date for 2012 - **511**

Average Response Time for First Due Units: Fire: **6:06** 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 January 2012 the Fire Prevention Specialists conducted the following inspections and plan reviews:

Commercial	
10	New Project Development Reviews
2	Plan Reviews
5	New Building Inspections
4	Commercial Fire Protection Systems
Permit	
61	Fire Permitted Annual Inspections
Business License	
23	Business License Inspections
Residential	
0	Residential Automatic Sprinkler System Plan Reviews
7	Residential Automatic Sprinkler System Inspections
19	Resale Residential Sprinkler Inspections
Engine Company	
32	Business and Mercantile Inspections

Weed Abatement

- **0** hours were spent on weed abatement activities in the month of January 2012.

Note: The process to abate property requires Council approval.

Fire Investigation/Code Enforcement

- **11 hours** of fire investigation was performed in the month of January, 2012.

Public Education

- Neighborhood Watch (1/19/12) Fire Safety Presentation
- Holy Rosary School (1/24/12) Fire Station Tour

- Daisy Girl Scout Troup (1/28/12) Fire Station Tour

Maps

- *No new activity for the month of January 2012*

TRAINING:

The following is a summary of training activities conducted in the Fire Training Division during the weeks of January 1 - 31, 2012. Training conducted at the Training Center including:

- 209 hours of Multi-Company Drills
- 9 hours of EMS Skills Testing
- 46.5 hours of Fire Academy Training
- 140+ hours of Firefighting Tactics and Strategy
- 115 hours of Engine, Ground Ladder and Hose Evolution Training

During the month of January, 2012, career staff reported a total of **572.5** hours of training, resulting in an average of **15.9** hours of training per person.

The reserve staff completed **0** hours of training in the month of January.

Battalion Chiefs had a total of **30** hours of training, and the Fire Prevention Staff had a total of **2** hours of training.

Highlights for the month of January 2012:

The Woodland Fire Department hosted Command 1A and held Engineer Testing, resulting in the promotion of our newest Engineer, John Schaufel.

January~ 2012 Training Hour(s):

Line staff	**562.5**
Battalion Chiefs	**30.0**
Fire Prevention	**2.0**
Reserves	**0.0**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Public Works Monthly Status Report

Report in Brief

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

Highlights

- Staff received an average of 64 requests for service per day during the month for a total of 1,275 requests during the month.
- Service Requests for the month of January 2012 decreased by 16% from January 2011.
- Staff completed 372 hours of training in the month of January, 2012.
- The Public Works Department has 10 Vacancies as of January 31, 2012.

The operations detail contained in this report is for the month of January 2012; all project related information is current as of February 23, 2012.

Prepared by: Stephanie Frank
Administrative Secretary

Reviewed by: Gregor G. Meyer
Public Works Director

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Kevin O'Rourke
Interim City Manager

Attachment

Public Works Department

Monthly Status Report

Summary – January 2012

For the Month of January 2012		
Division	**Service Requests**	**Work Orders**
Administration	542	
Electrical	47	55
Environmental Services		8
Facilities	53	60
Fleet		160
Parks	8	80
Pretreatment		43
Sewer	19	114
Signs & Markings	7	62
Storm Drain	19	8
Streets	25	46
Urban Forestry	10	35
WPCF		
Water	545	157
Grand Total	**1,275**	**828**

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

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

Total for Calendar Year 2012 Through 1/31/2012	
Service Requests	Work Orders Complete
1,275	**828**

20 Working Days This Month = 64 Requests for Service per Day

With **1,275 Service Requests received**, Public Works crews handled **828 Work Orders** for the month of January. They included:

Operations & Maintenance

Administration:

- The administration team received 1,275 Service Requests; 542 of which were handled through the front desk, and the other 733 requests were distributed to the appropriate division. (see chart above)

    - 24 Backflow Notifications were mailed to responsible parties regarding testing requirements
    - 157 Underground Service Alert (USA's) requests processed
    - 225 Delinquent Water Shut-Off's
        - 213 Residential Accounts
        - 12 Commercial Accounts

Electrical:

- Annual Pedestal Maintenance
- 11 Street Light Work Orders
    - Asset Management
    - 1 Graffiti Removal Service
    - 4 Street Light Services
    - Pole Number Identification Services
    - 1 Handhole Cover Replaced
    - 1 Vandalism Repair
- 16 Traffic Signal Repairs
    - Asset Management
    - Bi-Monthly Traffic Signal Inspections
    - 1 Damaged/Missing Backplate Repair
    - 1 Installation/Upgrades
    - 2 New Signal Installations
    - 1 Pole Knockdown Repair
    - 7 Signal Repairs
- 1 Facility Service Request
- 1 Final Inspection
- 2 Park Facility Service Requests
- 12 Water Pollution Control Facility Service Requests
- 9 Well Site Services (Install/Upgrade, Testing, Data Retrieval, SCADA Modification)
- Received/marked 157 Underground Service Alerts (USA's)

Environmental Services:

- 6 Green Waste Investigations
- 2 Metered Consumption Investigations

Facilities:

- 11 Repairs to City Hall
    - 1 Furniture Assistance Service
    - 2 Generator/Transfer Switch Tests
    - 2 HVAC Services
    - 1 Inspection
    - 2 Lighting Services
    - 1 Plumbing Service
    - 2 Wall Repair Services
- 9 Repairs to Fire Stations 1, 2 &3
    - 6 Generator/Transfer Switch Tests
    - 1 Lock Service
    - 1 Plumbing Services
    - 1 Lighting Service
- 9 Repairs to the Library
    - 3 Inspections
    - 1 Lighting Service
    - 3 Lock Services
    - 2 Plumbing Services
- 12 Repairs to the Municipal Service Center

- 1 Generator/Transfer Switch Test
- 2 HVAC Services
- 1 Installation/Upgrade Service
- 3 Lock Services
- 3 Plumbing Services
- 2 Wall Repair Services

- 18 Repairs to the Police Department
    - 6 HVAC Services
    - 4 Inspections
    - 2 Lighting Service
    - 6 Plumbing Services
- 1 Repair to the Water Pollution Control Facility
    - 1 Plumbing Service

Facilities has a backlog of 67 Service Requests

Fleet:

- 160 Work Order Repairs to 83 different units (vehicles, apparatus & equipment)

Parks:

- 80 Work Orders
    - 1 Interment
    - 1 Chemical Testing/Calibration Service
    - 7 Equipment Repair/Replacement Services
    - 2 Graffiti Removal Services
    - 1 Irrigation Repair/Replacement Service
    - 25 Litter/Garbage Cleanup Services
    - 18 Park Maintenance Services
    - 5 Playground Inspections
    - 16 Restroom Cleaning Services
    - 2 Restroom Lock/Unlock Service
    - 1 Sports Field Prep/Maintenance
    - 1 Vandalism Repairs

Pretreatment:

- 7 Auto Related Inspections
- 1 Business of Concern Public Outreach
- 34 Food Service Related Inspections
- 1 Significant Industrial User Inspection

Sewer:

- 10 Sewer Cleanout Services
    - 2 Preventive Maintenance Services - Installation
    - 7 Reactive Maintenance Services – Installation
    - 1 Replacement
- 75 Gravity Main Services
    - 5 Inspections
    - 57 Preventive Maintenance Service Utilizing the CCTV (Closed Circuit Television)
        - 1,346 Events
            - 18,512.4 Linear Feet Inspected

- 12 Preventive Maintenance service utilizing the HVVC (High Velocity Vacuum Truck)
  - 27,481 Linear Feet
- 1 Repair

- 21 Sewer Lateral Services
  - 9 Inspections
  - 5 Service Location Requests
  - 2 Preventive Maintenance Services Utilizing the CCTV (Closed Circuit Television)
    - 29 Linear Feet Inspected
  - 1 Repair Service
  - 1 Replacement Service
  - 3 Sanitary Sewer Overflow Event (SSOs)
- 7 Manhole Services (flushing/repair/inspection)
- Received/marked 157 Underground Service Alerts (USA's)

Signs & Markings:

- 2 Departmental Duty Services
  - 1 Banner Service
  - 1 Community Billboard Service
- 21 Guide Sign Services
  - 3 Installations
  - 2 Knockdown Repairs
  - 14 Routine Maintenance Services
    - 54 Signs
  - 1 Survey
- 4 Object Marker Services
  - 1 Installation
    - 7 Markers
  - 3 Routine Maintenance Services
    - 12 Markers
- 30 Regulatory Sign Services
  - 1 Sign Cleaning Service
  - 8 Graffiti Removal Services
    - 10 Signs
  - 5 Installations
  - 4 Knockdown Repairs
  - 10 Routine Maintenance Services
    - 50 Signs
  - 2 Surveys
- 1 Street Marking Services
  - 1 Marking Removal Services
    - 122 Square Feet
- 4 Warning Sign Services
  - 2 Graffiti Removal Services
  - 1 Installation
  - 1 Survey

Storm Drain:

- 1 Gravity Main Inspection

- 3 Inlet Point Services
  - 1 Illicit Discharge
  - 1 Inspection
  - 1 Rain Duty
- 4 Lift Station Services
  - 1 Debris Grate Cleaning Service
  - 2 Inspections
  - Generator Test

Streets:
- 1 Final Inspection
- 10 Road Edge Services
  - 1 Curb & Gutter Spot Repair
  - 4 Fence Maintenance Services
  - 1 Fixed Barrier Maintenance
  - 1 Guard Rail Maintenance
  - 1 Repair
  - 1 Shoulder Maintenance
  - Weed Abatement
- 1 Parking Lot Service
  - 1 Trash & Debris Cleanup
- 4 Sidewalk Path Services
  - 1 Downtown Maintenance Service
  - 1 Grinding Service
    - 5 Linear Feet
  - 1 Spot Repair Service Request
    - 10 Square Feet
  - 1 Survey
- 30 Road Services
  - Bike Lane Sweeping
    - 10.2 Miles
  - 9 Crack Sealing Services
    - 63,618 Linear Feet
  - 1 Dead End Maintenance
  - 1 Erosion Control Service
  - Pot Hole Patching
    - 73 Holes Patched
  - 3 Sink Hole Services
    - 38 Square Feet
  - 1 Slurry Seal
    - 4.5 Square Feet
  - 1 Spill Response
  - Traffic Control
  - Trash & Debris Clean-Up
  - Trench Repair

Urban Forestry:
- 1 Abatement
- 1 Hazardous Situation Response
- 2 Inspections

- 16 Tree Planting Services
  - 18 Trees
- Tree Pruning
- Tree Removal Program
  - 9 Trees
- Small Tree Care

Water:

- Produced 309,529,476 gallons of drinking water in January
- Received/marked 157 Underground Service Alerts (USA's)
- 5 Control Valve Services (exercise, locate, repair, replace, water turn off/on)
- 1 Enclosed Storage Facility Service
  - 1 Pressure Reading
- 9 Hydrant Services
  - 5 Flushing Services
  - 1 Maintenance Service
  - 3 Repair Services
- 2 Lateral Line Services
  - 1 Repair
  - 1 Replacement
- 29 Lateral Valve Services
  - 16 Leak Detection Services
  - 1 Water Quality Service
  - 12 Water On/Off Services (Finance, Contractor, Homeowner Request)
- 31 Meter Services
  - 3 Meter Installations
  - 14 Meter Investigations
  - 12 Meter Repairs
- 30 Pressurized Main Services
  - 15 Investigations
  - 15 Repairs
- 49 Production Well Services
  - 19 Inspections
  - Disinfection Services
  - 24 Maintenance Services
  - Monthly Reporting
  - No3 Monitoring
  - Sampling

Environmental Services

Solid Waste/Recycling

- C&D Recycling: Monitored 65 project units. Closed out 11.
- Green Waste: Issued 11 violation notices for unacceptable waste material. 774 tons of green waste collected, 47% in carts and 53% in street piles.
- Public Outreach/Assistance:
  - Provided 1 compost bin rebate
  - Focusing education/outreach and enforcement efforts for green waste on commercial properties

- Special Projects:
  - *Ordinances/City Code* – Drafting extensive updates.
  - *Commercial Recycling* – Submitted grant application to CalRecycle for a multifamily recycling program. Drafting local guidelines to complement state commercial recycling requirements that go into effect July 1, 2012.
  - *Closure of Old Woodland Landfill* – Awaiting RWQCB response to request for (1) acknowledgment that landfill cells are closed, (2) confirmation that further monitoring is unnecessary, and (3) input on feasibility of site use for solar arrays.
  - *Environmentally Preferred Purchasing Policy* – Revising draft policy based on BBK comments.
  - *Waste Advisory Committee* – Discussing potential for establishing a composting facility at Yolo County landfill. Waiting for more information from Yolo County.
  - *Hazardous Waste* – Designing postcard with Yolo County Landfill HHW disposal information for mass mailing to Woodland Residents.
  - *Pharmaceutical Disposal* – Researching permanent pharmaceutical take-back options.

Water Conservation

- Public Outreach/Assistance:
  - Working with technology services and finance staff on utility bill improvements.
- Special Projects:
  - *Public Events* – Finalized plans for February water-wise landscape workshop; soliciting presenters for March fix-a-leak workshop.
  - *Ordinances/City Code* –Drafting revisions to water conservation and drought declaration ordinances. Working on guidelines for low-water alternatives to grass in parking strips.
  - *Personnel* – Interviewed candidates, selected temporary program assistant.

Stormwater

- Special Projects**:**
  - *Municipal Permit Development* – Continuing to work through California Stormwater Quality Association and the Statewide Stormwater Coalition toward reasonable modifications to SWRCB's draft municipal stormwater permit.

Energy Conservation

- Special Projects:
  - *Annual GHG Inventory* – Third party verification underway.
  - *Climate Action Plan* – Received memos from UCD team (1) exploring approaches to setting targets for greenhouse gas emission reduction and (2) describing types of reduction measures used in others' climate action plans.
  - *Commercial Property-Assessed Clean Energy (PACE)* – Continuing to plan with Yolo County group of energy/climate change coordinators; waiting for Ygrene to provide program document tailored to the Yolo County jurisdictions.
  - *GroupEnergy* – Preparing to initiate collaborative purchasing program for residential energy efficiency upgrades for employees; municipalities and county to provide letters or resolutions of support in January/February.
  - *Sustainable Communities Planning Grant* – With CDD, preparing grant application for planning documents to address smart growth principles and climate/sustainability issues.

Water Pollution Control Facility

Laboratory

- Collected samples and performed over 300 process control and National Pollutant Discharge Elimination System (NPDES) permit compliance tests for the wastewater treatment plant.
- Collected monthly influent, effluent and receiving water monitoring samples; submitted to contract laboratories.
- Collected samples and performed 45 tests on treatment plant storage ponds.
- Collected/tested additional coliform samples and worked closely with Operations to troubleshoot and resolve issues with the UV disinfection system.
- Prepared monthly Discharge Monitoring Reports and electronic Self-Monitoring Reports; submitted to the Regional Water Quality Control Board (RWQCB).
- Attended weekly process control meetings

Pretreatment

- Inspections
    - ♦ Auto Related Businesses – 1
    - ♦ Food Service Business – 58
    - ♦ Business of Concern (BOC) – 3
    - ♦ Significant Industrial User (SIU) – 2

Plan review for Building/CDD

- Permit applications or permits issued – 49
- Public education & outreach visits – 20
- Call-outs for spills/illicit discharges – 1
- Notice of Violation issued – 1
- SIU Self-Monitoring Report Reviews – 2
- Submitted Annual Pretreatment Report to Regional Board
- Annual Pretreatment Compliance Inspection by Regional Board
- Development Review Committee Meeting
- Monthly staff meeting/safety tailgate
- WPCF Safety Committee meeting
- Yolo DA's office Environmental Task Force Meeting

Utility Engineering

Utility Engineering Legend: **Bolded text** indicates new information

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

(DB) Doug Baxter, Principal Civil Engineer (MS) Mark Severeid, Lab Supervisor

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

Status: In February 2009 the final NPDES permit was issued by the RWQCB. The new permit requires the City of Woodland to move to an improved source water supply. It also requires significantly more testing and studies that will substantially increase operating costs.

On April 12, 2010, Mayor Skip Davies, Councilmember Bill Marble, City Staff and City's permit writing consultant Dan Rich met with senior staff from the Regional Water Quality Control Board (RWQCB). The purpose of this City requested meeting was to verify that boron, salt and selenium final limits will be in our waste discharge permit, and that these limits will cause the City to move to an improved water quality supply or other substantially more expensive treatment processes. We discussed all the conceivable alternatives and why improving our water quality supply is the least costly viable option. RWQCB made it clear that boron, salt and selenium final limits will be in our permit. RWQCB also said that they would enforce these limits with fines to eliminate all incentives to delay moving forward and that fines could be as high as $10 per gallon per day of wastewater not in compliance (at current flows the fines would be up to $60,000,000 per day). Under our current permit each year we have to submit compliance reports on moving to an improved source water supply. If we delay for example 2 years and saved $11,000,000 in interest, the fines would exceed that amount to eliminate any incentive to delay implementation of salt reduction.

On 1/5/2011, we met with Board staff to discuss the Time Schedule Order. We presented a sample TSO and they indicated their plan to prepare an administrative draft based on that document. They requested additional data on selenium and salinity to help with setting performance based limits for both constituents. We were advised that the board had made a change to how they handle TSOs; there is now a provision for extending the 5 years for up to an additional 5 years in the event the discharger is unable be in full compliance by the end date of the order but has shown due diligence and has tried to meet the milestones set in the original order. The TSO was issued by the Executive Officer, by delegated authority of the Central Valley Regional Water Quality Control Board, on September 21, 2011. The TSO contains an interim effluent limit for selenium of 31 µg/ L which will be in force thru September 2016. The interim selenium limit should allow us to be in full Permit compliance until the completion of the surface water treatment plant.

The City of Woodland and the City of Davis evaluated the feasibility of combining treatment into a regional facility. The City of Davis is pursuing its own treatment facility. Both cities will continue to look for ways to work together when in the mutual interest of both cities.

What's Next: The surface water project will continue to be pursued. Fiscal impacts of the permit will continue to be evaluated. Staff is looking into long-term planning options. Wastewater treatment long-term planning is underway.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Healthy Eating Active Living (HEAL) Resolution

Report in Brief

Cities and their residents face increased health care costs and diminished quality of life due to the epidemic of obesity and overweight. City leaders across California are addressing the crisis by implementing land use and employee policies which encourage physical activity and nutritious eating.

Staff recommends adoption of Resolution No. _____ in support of Healthy Eating Active Living (HEAL).

Background

In 2004, the League of California Cities led the way with a resolution encouraging cities to embrace policies that promote healthier lifestyles and communities. Two years later, the League adopted a resolution to work together with the Institute for Local Government, and the Cities Counties and Schools Partnership to develop a clearinghouse of information that cities can use to promote wellness policies and healthier cities. The Healthy Eating Active Living Cities Campaign grew out of these resolutions and has partnered with the California Center for Public Health Advocacy and the League of California Cities to launch the "Healthy Eating Active Living Cities Campaign".

Discussion

All California cities adopting policies encouraging physical activity and good nutrition are eligible to be a Healthy Eating Active Living City and upon review and approval, become eligible for public relations and marketing resources including use of the HEAL Cities logo.

Park and recreation services play a vital role in creating active and healthy communities. Some facts that can be used to convey the health and physical activity benefits of parks and recreation are listed below. These facts are the result of rigorous scientific studies of different age groups, communities and across a variety of park and recreation services.

- 2/3 of older adults who visit parks report moderate or high levels of physical activity during their visit.
- Active users of public parks have a lower body mass index than people who use parks passively or not at all.
- People who visited for longer periods of time had significantly lower systolic blood pressures than those who only stayed for short periods of time.
- Park users who were more physically active and who made frequent contact with friends through their leisure time were less likely to report feeling depressed.
- Users of a community-based senior wellness program had significantly higher endurance levels, even after factoring their level of physical activity.
- Stress relief, clearing one's mind, and exercise were the most common benefits that older adults attributed to their park visits.
- People who visited parks with companions reported significantly higher levels of physical health.
- Citizens who had better access to parks, visited parks more frequently, and engaged in physically-active park behaviors also made fewer visits to their doctor.
- People who visited parks more frequently were more likely to have a positive perception of their general health.
- 50% of older adults who participated in light to moderate aerobic park activity reported being in a better mood after visiting parks.
- Research subjects who drove through a simulated park environment recovered more quickly from stressful situations than those who drove past a simulated environment dominated by built structures.
- Older adults who engaged in a broad repertoire of park and recreation activities were more likely to report higher levels of perceived physical health.

Livable and walk able communities put urban environments on a scale for sustainability of natural and economic resources and lead to more social interaction and physical fitness. Various studies have shown that walk able communities experience lower crime and other social problems and lead to whole, happy, healthy lives for the people who live in them.

Recommendation for Action

Staff recommends adoption of Resolution No. _____ in support of Healthy Eating Active Living (HEAL).

Prepared by: Ana Gonzalez
City Clerk

____
Kevin O'Rourke
Interim City Manager

Attachment

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
IN SUPPORT OF THE HEALTHY EATING ACTIVE LIVING CITIES CAMPAIGN

WHEREAS, in 2004, the League of California Cities adopted an Annual Conference Resolution to encourage Cities to embrace policies that facilitate activities to promote healthier lifestyles and communities, including healthy diet and nutrition and adoption of City design and planning principles that enable citizens of all ages and abilities to undertake exercise; and,

WHEREAS, the League of California Cities has a strategic goal to promote and develop safe and healthy Cities; and,

WHEREAS, in July 2010 the League of California Board of Directors resolved to partner with and support the national *Let's Move Campaign*, and encourages California cities to adopt preventative measures to fight obesity; and

WHEREAS, on November 18, 2011, the League of CA Cities Board of Directors unanimously voted to encourage 100% board participation in the HEAL Cities Campaign; and

WHEREAS, more than half of California's adults are overweight or obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke, and, hypertension; and

WHEREAS, more children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease; and

WHEREAS, the current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

WHEREAS, obesity takes a tremendous toll on the health, productivity of all Californians; and,

WHEREAS, the annual cost to California—in medical bills, workers compensation and lost productivity— for overweight, obesity, and physical inactivity exceeds $41 billion; and,

WHEREAS, teens and adults who consume one or more sodas or sugar sweetened beverages per day are more likely to be overweight or obese;

WHEREAS, local land use policy governs development of the built environment in which individuals make personal nutrition and physical activity choices; and

WHEREAS, by supporting the health of residents and the local workforce would decrease chronic disease and health care costs and increase productivity.

NOW, THEREFORE, LET IT BE RESOLVED that the City Council hereby recognized that obesity is a serious public health threat to the health and wellbeing of adults, children and families in Woodland. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are needed to support individual efforts to make healthier choices. To that end, Woodland adopts this Healthy Eating Active Living resolution:

BE IT FURTHER RESOLVED that City Departments, City Council Members and the City Manager work cooperatively with school officials, county officials, hospitals, the Chamber of Commerce and other interested parties to increase the health of Woodland's citizens.

PASSED AND ADOPTED by the City Council this 20th day of March 2012, by the following vote:

AYES: Council Members Davies, Dote, Marble, Stallard and Pimentel
NOES: None
ABSENT: None
ABSTAIN: None

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew J. Morris, City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Final Acceptance and Notice of Completion for Well Replacement Phase I-Well 28, CIP 10-08

Report in Brief

On February 15, 2011 the City Council awarded a *construction* contract to Roadrunner Drilling & Pump Co. in the amount of $605,812.00 to drill a new well. 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 drilling of the new well as complete and authorize the City Clerk to file a Notice of Completion.

Background

Well 1 is located in central Woodland and is considered to be one of the City's top producing wells both in production and water quality. Replacement of the well was not considered until the Court project needed the well to be abandoned. Construction of the replacement well is necessary to maintain the City's capability to meet water demands by supplying adequate flow to the downtown area while also maintaining adequate fire flows. Phase I involved drilling of a test hole and the production hole. Phase II involves equipping of the well with a building, on-site facilities, pump, motor, pipes and connection to the City water system. As part of the Court's construction budget, the State has agreed to reimburse the City $750,000 for part of the costs to relocate the well. The total budget is $2,753,000, which consists of $1,753,000 from Fund 210 Water Enterprise, $750,000 from Fund 821 Former Redevelopment/Successor Agency Bond Fund and $250,000 from Fund 520 Former Redevelopment/Successor Agency.

Discussion

The contractor began construction of the well drilling in July 2011 and finished the work in March 2012.

Two change orders were issued in the amount of $93,133 due to unforeseen aquifer conditions that required further well development. The total contract value paid to the Contractor is $689,945.

Fiscal Impact

The project is budgeted in the Capital Budget approved in the FY 09/10 thru FY 11/12. Currently the well project is budgeted for $2,703,000. The difference between the total project budget and the construction contract represents the amount budgeted for design, construction of the second phase, construction management and construction contingency. There is no impact to the General Fund.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

None recommended.

Recommendation for Action

Staff recommends City Council accept the well drilling as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Clara Olmedo
Associate Engineer

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

Reviewed by: Nicholas J Ponticello
CDD Director

____
Kevin O'Rourke
Interim City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Pioneer Ave from Gibson Road to Patriot Drive, CIP 09-24; Approve Plans and Specifications, and Authorize Bid Advertisement

Report in Brief

This project widens the segment of Pioneer Avenue from Gibson Road to the Pioneer High School Driveway and future Patriot Drive intersection. The roadway will be widened to the ultimate width between Gibson and the High School/Patriot intersection. A new traffic signal will also be constructed at the Pioneer and High School driveway intersection. The roadway will improve traffic circulation and reduce traffic congestion adjacent to the High School. The project is funded with Spring Lake cash call funding and interest earnings. The project is fully funded in the Capital Budget (see attached Capital Improvement Project Information Sheet). The total amount needed for this project phase is $2,400,000. However, the Capital Budget funding was split between the 2012 FY and the 2013FY. In order to approve the entire construction contract in the 2012 FY, Council is requested to approve the advancement of funds from the 2013 FY to the 2012 FY. It should be noted that most of the funding will actually be spent during the 2013 FY. However, it has been staff's past practice to have all of the project funding approved when the construction contract is signed.

Staff recommends that the City Council advance the capital budget authorization in FY 2012 from $1.4 million to $2.4 million, approve the project design and bid package, and authorize bid advertisement for the Pioneer Widening from Gibson Road to Patriot Drive, CIP 09-24.

Background

The Spring Lake Specific Plan (SLSP) circulation element includes Pioneer Avenue as a four lane arterial road south of Gibson Road. The Spring Lake Capital Improvement Program and financing plan includes funding for widening to the 4-lane ultimate width.

In 2004, the City sold bonds and collected cash from the development community to fund the initial infrastructure needed to support development in the Spring Lake area. In order to meet their respective schedules the Developers constructed many of the improvements included in the bond documents but did not construct the signal on Pioneer Avenue at the High School entrance.

Furthermore, development also triggered the need to widen the northern portion of Pioneer Avenue. Seven of the entitled properties are required to participate in construction of the widening. However, there is not a development interest that can carry the cost of these improvements (subject to reimbursement). Therefore, the City is stepping forward to complete the necessary infrastructure.

Discussion

The City is constructing the western two lanes of the ultimate roadway. Other features include city utilities (water, sewer, storm), street lighting, and a traffic signal at Pioneer and the High School driveway/future Patriot Drive intersection. The improvements will include 2 left turn lanes from southbound Pioneer into the main high school entrance. Pioneer Avenue will transition from 4 lanes to two lanes south of the signalized intersection. Construction is scheduled for summer 2012 with the majority of the work happening during school summer vacation. Staff is working with the school staff to minimize traffic impacts while school is in session and coordinating signal design details which affect the onsite high school circulation. The bid documents will provide contract incentives for finishing major construction work prior to school reopening in August.

In order to facilitate construction, the city will be ordering long lead items like the traffic signal poles, traffic signal controller and street lights. The contractor will use these city supplied materials during construction.

Upon Council authorization, the project bids will be solicited later in March with an approximate bid opening date of mid April. Staff anticipates a contract award date for the May 1st Council meeting with construction beginning in early-June.

Fiscal Impact

The project is fully funded in the Capital Budget. The total budget is $4,395,000 for the full widening to Farmers Central Road. The total amount needed for this phase from Gibson Ave to the High School entrance is $2,400,000. The Capital Budget was approved with all of the project funding available by the 2013 FY. As part of this Council approval, the project needs an advanced allocation from $1.4 million to $2.4 million for 2012 FY. These funds are Spring Lake cash call funding and interest earnings. These funds are currently available for use on this project. The engineer's estimate of construction cost is $1,800,000.

The $600,000 difference between the total project budget and the engineer's estimate is the amount budgeted for design, construction management and construction contingency. There is no impact to the General Fund.

Public Contact

This item was posted on the City Council agenda.

Recommendation for Action

Staff recommends that the City Council advance the capital budget authorization in FY 2012 from $1.4 million to $2.4 million, approve the project design and bid package, and authorize bid advertisement for the Pioneer Widening from Gibson Road to Patriot Drive, CIP 09-24.

Prepared by:	Michael Karoly, PE Sr. Civil Engineer
Reviewed by:	Brent Meyer, PE Principal Civil Engineer/City Engineer
Reviewed by:	Nicholas J Ponticello CDD Director

____
Kevin O'Rourke
Interim City Manager

Attachment: Pioneer Avenue Widening Capital Improvement Project Information Sheet

CITY OF WOODLAND
CAPITAL IMPROVEMENT PROJECT INFORMATION SHEET

Project Name: Pioneer Avenue, Gibson to Collector 4 (Slaven-Farmer's Central Road)

Project Proponent: Spring Lake Specific Plan

Project #: 09-24

MPFP:

Project Manager: Chris Fong

Funding Source(s): SLIF

User Department: Public Works

	Project Costs				Operating Costs	Revenues	Cost Savings
	SLIF						
Prior Year Allocation	$55,000	$0	$0	$0	$0	$0	$0
Fiscal Year							
2011-12	$1,400,000	$0	$0	$0	$0	$0	$0
2012-13	$2,940,000	$0	$0	$0	$0	$0	$0
2013-14	$0	$0	$0	$0	$0	$0	$0
2014-15	$0	$0	$0	$0	$0	$0	$0
2015-16	$0	$0	$0	$0	$0	$0	$0
2016-17	$0	$0	$0	$0	$0	$0	$0
2017-18	$0	$0	$0	$0	$0	$0	$0
2018-19	$0	$0	$0	$0	$0	$0	$0
2019-20	$0	$0	$0	$0	$0	$0	$0
2020-21	$0	$0	$0	$0	$0	$0	$0
Subtotal	$4,395,000	$0	$0	$0	$0	$0	$0
TOTAL	$4,395,000						

Statement of Justification, Service Level, and Issue(s):

Justification: The City is pursuing design of select Spring Lake infrastructure to (a) prepare projects for bid to take advantage of the current low cost construction environment; (b) incentivize Spring Lake development; and (c) improve traffic circulation. This project was brought before the City Council, approved, and funds authorized in FY10 by the Council on November 3, 2009.

Service Level: Provides improvements to an arterial roadway to support anticipated residential development and Pioneer High School.

Pertinent Issue: All funds for the Spring Lake infrastructure are generated from fees collected for the Spring Lake developers.

Status:

☐ New Project ☑ Continuing Project ☐ Preliminary Budget ☐ Final Budget
☐ Construction ☐ Preliminary Design ☐ Final Design ☐ Environmental ROW

Project Description: Currently, Pioneer Avenue has been constructed to its ultimate pavement width at Gibson Road but immediately begins transitioning to two lanes, achieving such once it is south of the Pioneer High School entrance. The required improvements in this design contract with Cunningham Engineering would consist of widening the pavement to the ultimate curb line along Pioneer from Gibson to and including the intersection with the future Collector 4 (tentatively designated as Slaven Drive). The full width traffic signal would also be installed at Slaven Drive. South of Slaven the interim design would transition back to the existing two lanes with the goal of salvaging as much of the infrastructure installed with Package A as possible.

Cost Estimate By Category:	Pre-Design Costs:	$0	Design Costs:	$0	Construction Costs:	$3,633,000
	Other Costs:	$762,000			**Total:**	**$4,395,000**

Reductions to the General Fund

March 20, 2012

General Fund Budget Scenarios

Scenario 1 – "Best Case Scenario"

$3 million of reductions by Fiscal Year **2013/14**

Scenario 2 – "Worst Case Scenario"

- Necessary if Measure E cannot be used for debt service

$3 million of reductions by Fiscal Year **2013/14**

PLUS

$2 million of reductions by Fiscal Year ***2012/13***

Total $5 million

General Fund Budget- "Best Case"

- Projected $3 million deficit in Fiscal Year 2013/14
  - Originally projected at $1.4 million in January 10 Council presentation
  - Additional projected deficits from the following:
    - Correction of development assumptions and related revenues (~$350,000)
    - Reallocation of staff from former Redevelopment Agency (~$230,000)
    - YGRIP (Youth Gang Reduction and Intervention Program) funding (~$50,000)
  - CalPERS change to investment return assumptions
    - Increases employer contribution rates by approximately 5% for Miscellaneous and 8% for Safety employees
    - Total General Fund impact of ~ $1 million in FY 2013/14

General Fund Budget Approach

- Two Year Budget – Achieves necessary reductions by FY2013/14
- Reduction targets allocated to departments based on share of General Fund costs (net of revenues generated)
  - Included costs for Internal Services (fleet and technology) and impacts of deficit coverage required by certain grant funds (SAFER, COPS)
- Same approach used for "Best" and "Worst" Case Scenarios

General Fund Reduction Target by Department

Department	% of Total	Target General Fund Reduction	
		Best Case Scenario ($3 million)	**Worst Case Scenario ($5 million)**
Administration	11.6%	$0.325 million	$0.581 million
Community Development	3.8%	.105 million	.188 million
Recreation	3.4%	$0.095 million	$0.170 million
Police	41.7%	$1.171 million	$2.091 million
Fire	25.5%	$0.71 million	$1.268 million
Library	2.6%	$0.072 million	$0.129 million
Public Works	11.5%	0.321 million	0.573 million

How Do We Fix This?

Structural Reductions Achieved through one of two ways:

1. 100% Service Level Reductions
   OR
2. Combination of Service Level Reductions and Changes to Employee Salaries and/or Benefits

Notes

- Budget Scenarios discussed herein are based on service level reductions **only**
  - No changes to employee pay/benefits have been assumed
- Budget is in DRAFT form and has not yet received any input from Council
- Discusses General Fund ONLY
  - Other Funds will be discussed at workshop

Administrative Services Department

Best Case Scenario: $.327 Million

- Loss of an Administrative Secretary position in Finance
  - Central service functions such as mail routing, centralized information & referral of phone calls, and all administrative support for audit, budget and cash management services is redirected to existing accounting positions which have already been tasked beyond normal levels
- Eliminate contract for SB90 reporting which creates a potential loss of future revenues
- Reduce City Attorney budget
  - City Attorney will only be in Woodland on City Council days. Other issues will be coordinated via phone or e-mail.
- Reduce various contracts within Technology Services
  - Increased response time for computer/network repairs which impacts productivity. Network security could be at greater risk.
- Eliminate funding for the Opera House ($5K)
- Eliminate City contribution to the League of California Cities ($16K)
- Eliminate contract for Liebert Cassidy training for City employees
- Eliminate Employee Service Award savings bonds for each 5 years of employment

Utilizing General Fund to Cover Debt Service: $.383 Million

- Elimination of a GIS Technology Position
  - Will impact department productivity and data deliverable to external regulatory agencies and the community (including public safety, community development and utilities)

Community Development Department

Best Case Scenario: $.104 Million

- Eliminate all Engineering Intern positions
  - Typical duties such as public meeting coordination, traffic counts, data gathering for pavement management system and grant work would all have to be done by existing engineering technicians
- Eliminate part-time Senior Building Inspector
  - Loss of position will impact ability of staff to meet our customer service goals during certain times. Cross training of certain staff will be required as well as utilizing the Building Official for inspection as a back up.
- Reductions in supplies & services and memberships/training budgets
  - Staff will need to pick up the cost for memberships and non-mandatory training. Supply budgets will be further stretched.

Utilizing General Fund to Cover Debt Service: $.2 Million

- Eliminates one Development Services Engineering position

Recreation Department

Best Case Scenario: $.099 Million

- Eliminate funding of officials for adult and youth sports
  - Fees would be increased by approximately $160- $200 per softball team ($16-$20 per player) to cover officiating fees. Minimal fee increases, a shifting of existing budget resources, or the use of existing temporary staff would be used to cover officiating needs for youth and adult basketball and also volleyball.
- Cancel fall softball
- Aquatic Reductions
  - Discontinue evening water aerobics and weekend lap swim
  - Close the pool for four months (November – February)
    - Impacts the beginning of practice season for high school swimming
    - Impacts Woodland Swim Club and eliminates tournaments during the closure period
- Eliminates City funding for 4th of July activities

Utilizing General Fund to Cover Debt Service: $.2 Million

- Close Charles Brooks Aquatics Center completely and eliminate one Recreation Supervisor position
  - Eliminates water safety classes, exercise classes, lap swimming, Woodland Swim Team, high school swimming, and rentals for swim and water polo meets would no longer be available within the City of Woodland

Police Department

Best Case Scenario: $1.23 Million

Year 1

- Loss of four sworn positions (Gang Investigator, Traffic Officer, Patrol Officer, & Traffic Sergeant) and one non-sworn Records Specialist position
  - Reduced hours the front counter is open
  - Reduced Traffic enforcement & accident investigation
  - Reduced Gang enforcement/investigations

Year 2

- Loss of five sworn positions (YONET, two Traffic Officers, one Patrol Officers, & one Detective) and one non sworn Community Services Officer position
  - Loss of graffiti program
  - Further reduction of traffic enforcement and accident investigation
  - Reduced ability to investigate major crimes
  - Elimination of participation in YONET
  - Reduced parking enforcement

Police Department Continued

Utilizing General Fund to Cover Debt Service: $2.1 Million

In addition to all losses in the Best Case Scenario-

- Loss of seven sworn positions (two Patrol Officers, two SET Officers, a School Resource Officer, Gang Investigator, & Captain) and one non-sworn position (Records Manager)
    - Elimination of directed enforcement for Post Release Community Supervision population
    - Further reduction in gang enforcement and investigation
    - Reduced presence and enforcement in middle and high schools
    - Loss of direct oversight of front office personnel, duties and obligations
    - Reduced management and oversight of police department operations

Fire Department

Best Case Scenario: $.679 Million

Year 1

- Loss of Deputy Fire Chief position
- Replace Management Analyst position with an Administrative Clerk position
  - Reduced management oversight of day to day operations of Fire Department
  - Reduced liaison with allied fire agencies
  - Loss of Fire representation in EOC
  - Reduced ability to provide Emergency Management training to City staff

Year 2

- Loss of three Firefighter positions
  - Reduced staffing on each fire shift which could result in slight increase in overtime

Fire Department Continued

Utilizing General Fund to Cover Debt Service: $1.3 Million

Year 1

- Loss of Deputy Fire Chief position
- Loss of 8 Firefighter positions (5 SAFER positions plus 3 General fund positions)
- Replace Management Analyst position with Administrative Clerk
  - Reduced management oversight of day to day operations of Fire Department
  - Reduced liaison with allied fire agencies
  - Loss of Fire representation in EOC
  - Reduced ability to provide Emergency Management training to City staff
  - Reduction from four to three fire companies
    - Reduced ability to provide adequate fire protection to City
    - Increased risk to firefighter safety on fireground

Year 2

- There are no additional cuts in year 2. Due to the expiration of the SAFER grant, the savings for five of the firefighters reduced in year one are realized in year 2.

Library Department

Best Case Scenario: $.072 Million

- Reduce part-time Library staff
  - Reduce hours of Library from 44 to 40 (close on Saturdays)
  - Close the reference desk – reference done from media or children's desk and only 4 hrs/day
  - Rolling closures due to staff shortages
- Eliminate delivery/sharing with Sacramento Public Library

Utilizing General Fund to Cover Debt Service: $.129 Million

- Eliminate Librarian 1 position and part time staff hours
  - Reduce hours of Library from 44 to 40 (close on Saturdays)
  - Close the reference desk – reference done from media or children's desk with reduced hours
  - Rolling closures due to staff shortages
- Eliminate delivery/sharing with Sacramento Public Library

*other options were presented with similar cost savings and service level impacts

Public Works Department

Best Case Scenario: $.322 Million + Additional reduction of $156K

- Closure of 4 parks
  - Gives Buchignani field maintenance over to Little League, closes Tredway, Beamer Circle and Dave Douglass parks and eliminates one Park Maintenance Worker III position
- Minimize facility maintenance services at City Hall and MSC
  - Eliminates Arc Flash Analysis, the majority of grounds maintenance at the MSC and various supplies as well as reduces the maintenance frequency to the HVAC system
- Eliminate pump testing and Big Bertha crane repairs (Storm Drain)
- Eliminate all City parking lot maintenance including leaf blowing and striping
- Close Charles Brooks Pool including elimination of a Pool Technician position (alternative reduction is to close pool from November – February, but we do not reach our reduction goal this way)
- Reduce contract tree pruning
  - Cyclical pruning extended to 11-15 year cycle causing potential insurance issues and severe health risks to trees

Public Work Department Continued

Utilizing General Fund to Cover Debt Service: $.576 Million

In addition to all losses in the Best Case Scenario-

- Close the Cemetery
  - Visits by appointment only and no new plots sold. Required internments only.
  - Loss of turf, overgrowth of vegetation and safety hazards
- Eliminate one Mechanic
  - Reduced service level on General fund fleet, mainly sedans and pickups
  - Loss of daily service at the Police Department
  - Departments will have to deliver their vehicles to shop for maintenance
- Eliminate Storekeeper position
  - Complete decentralization of the storeroom
  - Departments will be responsible for receivables, deliveries, inventory etc.

Reduction Summary

Best Case Scenario

Administration	$0.327 M
Comm Dev	$0.104 M
Recreation	$0.099 M
Police	$1.230 M
Fire	$0.679 M
Library	$0.072 M
Public Works	$0.478 M
TOTAL:	$3.0 million
Lost FTE's:	17 positions

Utilizing General Fund to Cover Debt Service

Administration	$0.383 M
Comm Dev	$0.200 M
Recreation	$0.200 M
Police	$2.100 M
Fire	$1.300 M
Library	$0.129 M
Public Works	$0.576 M
TOTAL:	$4.9 million
Lost FTE's:	37 positions

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Fiscal Year 2012/13 General Fund Budget

Report in Brief

On January 10, 2012, the City Council received a presentation regarding the City's fiscal situation and projected budgetary outlook for a ten year period. This presentation highlighted several areas with the City's finances that require attention and direction. This presentation was the beginning phase for refining projections and determining the schedule by which budgetary adjustments will be required.

This report is intended to be for Council information only and no action is requested at this time. A separate study session is scheduled for March 27, 2012, which will provide Council members the opportunity to further discuss the information presented herein and provide specific feedback and direction to staff.

Background

On January 10, 2012, the City Council received a presentation providing ten year financial projections for all City funds. This presentation highlighted several areas that will require special attention and development of strategies to alleviate large and chronic deficits and provide operating reserves consistent with the City's Budget and Fiscal Policies. This report focuses on the General Fund budget, proposed reductions and their impacts; the budgets for other City funds will be discussed in more detail during the March 27 study session. Because the revenues generated in these other funds are restricted by various laws and statutes and are specifically not permitted to assist with General Fund activities, the outcome of the budget discussion for those funds will likely not affect any of the General Fund information provided in this report.

The January 10 presentation indicated that, based on current projections, a reduction of $1.4 million in the General Fund would be required by fiscal year 2013/14. Fiscal year 13/14 represents an especially difficult year for the General Fund because the cessation of Measure V coincides with the expiration of grant funds to pay for three police officer and six firefighter positions. The estimated $1.4 million reduction did not take into consideration any General Fund impacts resulting from dissolution of redevelopment ($230,000), probable reduction in projections for future development activity ($350,000), or funding for the youth violence prevention program (referred to as YGRIP) for $50,000. In addition, CalPERS recently notified its member agencies of its intention to review and likely adjust the assumptions used for investment returns. CalPERS Board approval of the staff's recommendation would likely result in an increase to the City's employer contribution rate by approximately 5% for Miscellaneous and 8% for Safety employees. This adds about $1 million to the FY2013/14 projected deficit. In total, the projected deficit in FY2013/14 now totals approximately $3 million.

On February 21, 2012, Council held a study session focusing on Measure E and the Capital Program. A key policy decision discussed during that meeting was whether or not Council would approve the use of up to $2 million each year of Measure E revenues to be used to cover debt service shortfalls in the development fee funds related to debt on the Community and Senior Center and Sports Park. In the event that Measure E cannot loan money to cover these annual shortfalls, the General Fund will need to pay debt service beginning in FY 2012/13.

Council did not reach a decision on February 21 and Measure E revenues were not approved for reallocation pending additional information and review. The Measure E spending plan discussion will continue under separate cover tonight.

Discussion

Budget Alternatives

Without assurance that the General Fund will not be required to pay debt service beginning in FY 2012/13, the General Fund budget has been evaluated based upon two alternatives. The "Best Case" scenario is based upon a projected $3 million deficit beginning in FY 2013/14 (discussed above). The "Worst Case" scenario would occur if Council chooses not to loan Measure E to development fee funds for payment of debt service. In this case, the total deficit would be the same $3 million deficit in the Best Case, plus an additional $2 million related to debt service, for a total reduction of $5 million. The additional $2 million deficit would need to be addressed in the FY 2012/13 budget.

Budget Approach

Because the projected deficits do not occur entirely within the next fiscal year, and because the magnitude of the deficits will require very difficult decisions that take time to implement, the City Manager requested staff to prepare a two year budget. This allows the reductions to be achieved through a phased approach.

The fiscal year 2012/13 budget represents the fourth consecutive year of major budgetary reductions in the General Fund. All departments have been impacted by these previous reductions, all one-time options have been exhausted, and the ongoing fiscal health of the General Fund requires these reductions to be structural in nature. With this in mind, the approach taken to reach the budgetary savings needed was based on each department's respective net cost to the General Fund. This net cost was determined based on the budgeted expenditures, less any revenues recovered by those departments. In addition to the traditional department budgets, two of the City's internal service funds (for fleet and technology) were also included in the equation and were expected to participate in the reduction strategies. Any subsidy or support from the General Fund provided to other funds was also included in the reduction target amounts (i.e. Storm Drain, Cemetery, SAFER).

The General Fund reduction targets, for the Best and Worse Case scenarios, were as follows:

Department	**%**	**Target General Fund Reductions**	
		Best Case ($3m)	**Worst Case ($5m)**
Administration	11.6%	$.325 million	$.581 million
Community Development	3.8%	$.105 million	$.188 million
Recreation	3.4%	$.095 million	$0.170 million
Police	41.7%	$1.171 million	$2.091 million
Fire	25.5%	$.71 million	$1.268 million
Library	2.6%	$.072 million	$.129 million
Public Works	11.5%	$.321 million	$.573 million

There are essentially two strategies that can be used to reach these reduction targets. One option is reach the target entirely through major programmatic reductions and resultant service level cuts. An alternative option could be a combination of service level reductions and modification to employee salaries and/or benefits. It is important to note that all budget reductions discussed herein are based on service level reductions only. Employee labor costs are based on approved MOUs and no assumptions regarding potential changes have been assumed. Any savings that could be achieved through collective bargaining would reduce the need for implementation of some of the eliminations discussed below.

Department Reductions:
The following discussion outlines the reduction options provided by each department, with very brief comments regarding impact of those reductions. A more in-depth review of the proposed reductions and an expanded discussion of their related impact will occur at the March 27 meeting.

Administration Department

The Administration Department budget includes the costs associated with the City Council, City Manager, City Clerk, Human Resources, Finance and Technology Services.

<u>Best Case Scenario:</u> $0.327 million

- Elimination of Administrative Secretary position in Finance
  - Central service functions such as mail routing, centralized information & referral of phone calls, and all administrative support for audit, budget and cash management services is redirected to existing accounting positions which have already been tasked beyond normal levels
- Elimination of contract for SB90 (State Mandate) claims which may lead to loss of revenues
- Reduction of City Attorney budget

  - City Attorney will only be in Woodland on City Council days. Other issues will be coordinated via phone or e-mail.
- Reduction of part time staff and various contracts within Technology Services
  - Increased response time for computer/network repairs which impacts productivity. Network security could be at greater risk.
- Elimination of funding for the Opera House
- Elimination of City contribution to League of California Cities
- Elimination of Liebert Cassidy Whitmore training for City employees
- Eliminate Employee Service Award savings bonds given for each five years of service

Worst Case Scenario: $0.383 million
- Elimination of a GIS Tech position within Technology Services
  - Will impact department productivity and data deliverable to external regulatory agencies and the community (including public safety, community development and utilities)

Community Development Department

Best Case Scenario: $.104 million
- Eliminate all Engineering Intern positions
  - Typical duties such as public meeting coordination, traffic counts, data gathering for pavement management system and grant work would all have to be done by existing engineering technicians
- Eliminate part-time Senior Building Inspector
  - Loss of position will impact ability of staff to meet our customer service goals during certain times. Cross training of certain staff will be required as well as utilizing the Building Official for inspection as a back up.
- Reductions in supplies & services and memberships/training budgets
  - Staff will need to pick up the cost for memberships and non-mandatory training. Supply budgets will be further stretched.

Worst Case Scenario: $.2 million
- Eliminates one Development Services Engineering position

Recreation Department

Best Case Scenario: $.099 million
- Eliminate funding of officials for adult and youth sports
  - Fees would be increased by approximately $160- $200 per softball team ($16-$20 per player) to cover officiating fees. Minimal fee increases, a shifting of existing budget resources, or the use of existing temporary staff would be used to cover officiating needs for youth and adult basketball and also volleyball.
- Cancel fall softball

- Aquatic Reductions
- Discontinue evening water aerobics and weekend lap swim
- Close the pool for four months (November – February)
  - Impacts the beginning of practice season for high school swimming
  - Impacts Woodland Swim Club and eliminates tournaments during the closure period
- Eliminates City funding for 4th of July activities

Worst Case Scenario: $.2 million
- Close Charles Brooks Aquatics Center completely and eliminate one Recreation Supervisor position
  - Eliminates water safety classes, exercise classes, lap swimming, Woodland Swim Team, high school swimming, and rentals for swim and water polo meets would no longer be available within the City of Woodland

Police Department

Best Case Scenario: $1.23 million
Year 1
- Loss of four sworn positions (Gang Investigator, Traffic Officer, Patrol Officer, & Traffic Sergeant) and one non-sworn Records Specialist position
  - Reduced hours the front counter is open
  - Reduced Traffic enforcement & accident investigation
  - Reduced Gang enforcement/investigations

Year 2
- Loss of five sworn positions (YONET, two Traffic Officers, one Patrol Officers, & one Detective) and one non sworn Community Services Officer position
  - Loss of graffiti program
  - Further reduction of traffic enforcement and accident investigation
  - Reduced ability to investigate major crimes
  - Elimination of participation in YONET
  - Reduced parking enforcement

Worst Case Scenario: $2.1 million
In addition to all losses in the Best Case Scenario-
- Loss of seven sworn positions (two Patrol Officers, two SET Officers, a School Resource Officer, Gang Investigator, & Captain) and one non-sworn position (Records Manager)
  - Elimination of directed enforcement for Post Release Community Supervision population
  - Further reduction in gang enforcement and investigation
  - Reduced presence and enforcement in middle and high schools
  - Loss of direct oversight of front office personnel, duties and obligations
  - Reduced management and oversight of police department operations

Fire Department

Best Case Scenario: $.679 million
Year 1

- Loss of Deputy Fire Chief position
- Replace Management Analyst position with an Administrative Clerk position
  - Reduced management oversight of day to day operations of Fire Department
  - Reduced liaison with allied fire agencies
  - Loss of Fire representation in EOC
  - Reduced ability to provide Emergency Management training to City staff

Year 2

- Loss of three Firefighter positions
  - Reduced staffing on each fire shift which could result in slight increase in overtime

Worst Case Scenario: $1.3 million
NOTE: This is not additive to Best Case Scenario

Year 1

- Loss of Deputy Fire Chief position
- Loss of 8 Firefighter positions (5 SAFER positions plus 3 General fund positions)
- Replace Management Analyst position with Administrative Clerk
  - Reduced management oversight of day to day operations of Fire Department
  - Reduced liaison with allied fire agencies
  - Loss of Fire representation in EOC
  - Reduced ability to provide Emergency Management training to City staff
  - Reduction from four to three fire companies
    - Reduced ability to provide adequate fire protection to City
    - Increased risk to firefighter safety on fireground

Year 2

- There are no additional cuts in Year 2. Due to the expiration of the SAFER grant, the savings for five of the firefighters reduced in Year 1 are realized in Year 2.

Library

Best Case Scenario: $.072 million

- Reduce part-time Library staff
  - Reduce hours of Library from 44 to 40 (close on Saturdays)
  - Close the reference desk – reference done from media or children's desk and only 4 hrs/day
  - Rolling closures due to staff shortages
- Eliminate delivery/sharing with Sacramento Public Library

<u>Worst Case Scenario</u>: $.129 million

- Eliminate Librarian 1 position and part time staff hours
    - Reduce hours of Library from 44 to 40 (close on Saturdays)
    - Close the reference desk – reference done from media or children's desk with reduced hours
    - Rolling closures due to staff shortages
- Eliminate delivery/sharing with Sacramento Public Library

Public Works Department

<u>Best Case Scenario</u>: $.322 Million + Additional reduction of $156K

- Closure of 4 parks
    - Gives Buchignani field maintenance over to Little League, closes Tredway, Beamer Circle and Dave Douglass parks and eliminates one Park Maintenance Worker III position
- Minimize facility maintenance services at City Hall and MSC
    - Eliminates Arc Flash Analysis, the majority of grounds maintenance at the MSC and various supplies as well as reduces the maintenance frequency to the HVAC system
- Eliminate pump testing and Big Bertha crane repairs (Storm Drain)
- Eliminate all City parking lot maintenance including leaf blowing and striping
- Close Charles Brooks Pool including elimination of a Pool Technician position (alternative reduction is to close pool from November – February, but we do not reach our reduction goal this way)
- Reduce contract tree pruning
    - Cyclical pruning extended to 11-15 year cycle causing potential insurance issues and severe health risks to trees

<u>Worst Case Scenario</u>: $.576 million
In addition to all losses in the Best Case Scenario-

- Close the Cemetery
    - Visits by appointment only and no new plots sold. Required internments only.
    - Loss of turf, overgrowth of vegetation and safety hazards
- Eliminate one Mechanic
    - Reduced service level on General fund fleet, mainly sedans and pickups
    - Loss of daily service at the Police Department
    - Departments will have to deliver their vehicles to shop for maintenance
- Eliminate Storekeeper position
    - Complete decentralization of the storeroom
    - Departments will be responsible for receivables, deliveries, inventory etc.

In total, the reduction scenarios presented herein achieve budgetary savings of $3 million dollars for the Best Case scenario, with a loss of 17 full time employees. The Worst Case scenario achieves $4.8 million in savings, with a loss of 37 full time employees.

Fiscal Impact

No fiscal impact directly related to this report.

Public Contact

Posting of the City Council agenda.

Additionally, the City Manager held meetings with the leadership of the City's bargaining units on March 14, and a meeting for all City employees on March 15 to share the information discussed herein.

Recommendation for Action

This report is intended to be for Council information only and no action is requested at this time. A separate study session is scheduled for March 27, 2012, which will provide Council members the opportunity to further discuss the information presented herein and provide specific feedback and direction to staff.

Prepared by: Kimberly McKinney
Finance Officer

Kevin O'Rourke
Interim City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE March 20, 2012

SUBJECT: Measure E Spending Plan

Report in Brief

On February 21, 2012, the City Council received a presentation regarding the City's fiscal situation surrounding Measure E (MSE) and the Capital Improvement Program (CIP). The presentation highlighted projected MSE revenues, previous MSE expenditures and focused on the future use of MSE to cover capital related deficits and ongoing debt service.

In addition to deciding how to cover a portion of the City's debt service requirements, an update to the MSE Spending Plan is required based on voter desire to receive an update bi-annually and Council request to update the MSE Spending Plan annually. The last MSE Spending Plan was approved by Council on December 7, 2010.

Staff recommends that the City Council 1.) authorize the use of Measure E revenue to cover on-going debt service requirements related to the Community and Senior Center and Sports Park up to $2 million per year and direct that a loan be established from MSE to the necessary development fee fund to be repaid to MSE and revenue becomes available and 2.) review and approve the updated Measure E Spending Plan which alters the allocation of these resources among the various projects as described herein as Alternatives A and B. (Note: Changes to the originally adopted Measure E Spending Plan require a 4/5 approval from the City Council.)

Background

On June 6, 2006 the Woodland voters approved Measure E, which extended the ½ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland. Additionally, the voters approved three advisory measures outlining the types of projects for which proceeds from MSE would be spent.

- Measure B allocated a minimum of $30.2 million or 45% of MSE for road rehabilitation;
- Measure C approved funding for Community and Senior Center Phase II, Sports Park and renovation and improvements of parks, recreation facilities and pools;

- Measure D approved funding for expansion of the Library, City Hall and the Opera House.

The purpose of the MSE Spending Plan is to allocate the anticipated revenue between the various categories based on the advisory measures and overall community need.

During the Council Study Session on February 21, 2012, staff sought Council direction regarding the use of MSE to cover on-going debt service. This policy decision is recommended for several reasons:

- MSE is the only revenue source except for General Fund available to cover the shortfall in development revenue pledged to debt service;
- The majority of debt service obligation is related to the Community Senior Center and Sports Park projects, which were the highest vote recipient among the Measure E advisory measures; and
- MSE has been utilized for the past two years ($2 million each year) to cover debt service and sufficient development fee revenue will not be available in the foreseeable future to change the practice;
- A long term loan can be established whereby MSE will loan the necessary development fee funds up to $2 million/year to cover debt service to be repaid as development fee revenue becomes available.

Although the use of MSE for debt service was intended to be a short term inter fund loan, development projections over the next ten years do not show enough of an increase in revenue to allow the development funds to fully support their debt service obligation. Staff is in the process of receiving bids for a potential refinancing of the 2007 Lease Revenue Bonds (which are supported by MSE) and believe that a savings will likely be achieved. To the extent that debt service costs can be reduced, additional MSE funds may be freed up for allocation to other project categories. Additionally, we will be moving forward with an update to our AB1600 Development Fee Nexus Study. We expect some of our impact fees to increase based on more realistic growth assumptions. If the number of new homes constructed rises and our development revenue escalates as a result of increases to our impact fees, we can reduce the amount of MSE required to pay debt service. Even with increased impact fee revenue, we will still need MSE to meet the majority of the debt service obligation.

Before making a definitive policy decision on the use of MSE to cover debt service Council requested additional information, specifically on how certain dedicated revenues were being utilized in the area of road maintenance.

<u>Transportation Funding</u>

Transportation Development Act (TDA) – TDA is made up of the Local Transportation Fund (LTF) which is ¼ cent of the statewide sales tax and State Transit Assistance (STA) which is derived from sales tax on gasoline and diesel fuel. Fifty percent of STA funds are allocated according to population. The other fifty percent is allocated according to the ratio of the total public transit revenues that were generated in each area during the prior fiscal year. TDA funding must be used for public transportation requirements first including all "unmet transit needs" and then any unused amount can be used for local road maintenance. This funding has historically fluctuated several hundred thousand dollars each year. Based on conversation with the Yolo County Transportation District and staff projections, this revenue will not be sufficient on its own to cover the road maintenance program over the next ten years. Use of MSE and/or reductions in service will be needed to sustain any kind of road maintenance program.

Highway User Tax Allocations (HUTA) – This funding is derived from an 18 cent/gallon tax on gasoline (previously known as Gas Tax) as well as other lesser amounts from gasoline and diesel sales. Recently the Prop 42 replacement revenue was added as an increase to the HUTA allocation. This funding must be used for transportation related maintenance. We use this revenue for our Street Light, Traffic Signal and Signs & Markings Program. The revenue stream is barely sufficient to cover these three program areas. Any excess revenue is used annually to help meet any funding gap in the street maintenance program.

MSE – On October 2, 2007, Council authorized the use of $750,000 per year of MSE revenue to be used by in-house road crews to purchase materials and perform all of the preparatory road maintenance work necessary before pavement overlay projects are done as well as general pavement maintenance and repair. Since this funding was authorized, staff has used approximately $400,000/year on average. Unused MSE road funds are used to perform pavement maintenance seal coat/overlay projects as enough project funds become available.

<u>Current Condition of Our Roads</u>

Our Pavement Condition Index (PCI), over the past five years that we've been closely tracking it, is in the low 60's. The statewide goal is 75 (as defined in the California Local Streets and Roads Statewide needs Assessment Project). The table below shows the PCI impact for different levels of funding:

PCI Level	Annual Funding Required	Backlog Effect
75	$6.4 million	eliminated
70	$4.5 million	reduced
Low 60s	$2.5 million	increased
Low 50s	none	increased

To help put costs and resultant PCI's into perspective, the average annual road funding between 2007 and 2011 was $1.5M per year (including the $750k allocated to in-house road maintenance). With this funding, which includes Proposition 1B and American Recovery and Reinvestment Act (ARRA) funds, the local street PCI increased by 3 points and collectors and arterials decreased by 2 PCI points over the 5-year period. Continued funding at this level would result in a PCI in the mid- to high 50's at the end of 10 years. (For reference, Court Street between First and College is rated as a PCI of 86 and Kentucky Avenue from West to College has an average PCI of 40.)

Over the past five years we have maintained our PCI with less than the required funding by focusing our efforts on the local streets which can be brought back into serviceable condition with less money than is required for collectors and arterials. This approach will not continue to keep our PCI steady into the future as our major streets are continuing to degrade, dragging our PCI down.

Increases in PCI of more than 4-5 points will only be obtained by performing required rehabilitation on collector and arterial streets. As we finish the major effort of local street repair and we move into a preventive maintenance mode for local streets, the annual funding required for road maintenance will decrease, but only if preventative maintenance is performed at regular intervals.

Staff is still proposing to do certain preparatory work and general pavement maintenance work with in-house crews. We regularly evaluate the cost and time efficiency of the O&M crews compared to contracting out. This information is used to determine which work to contract out to ensure the highest use of our funding. When roads treated by O&M (and received no other contract treatment such as overlay) were analyzed, the average PCI increase was 16%. This increase further clarifies the benefit of the O&M funding continuing the in-house preventative maintenance and repair program currently underway.

The alternatives presented for road maintenance vary in both total allocation and timing. The total allocation for roads in Alternative A is $ 14,869,199 and Alternative B is $ 15,669,199. While the total dollar amount is not that different, the timing of the pavement maintenance varies. Delayed pavement maintenance will eventually result in higher cost of road repair as a greater number of roads move from maintenance needs to full rehabilitation at a significant cost increase. Other than road projects that already have approved grants, specific sites of proposed road work are not included in this discussion. Council will have an opportunity to provide input on detailed locations when we get closer to project execution

Discussion

Given the need to move forward with the development of the City's FY 2012/13 Operations & Maintenance Budget, it is important that we get Council guidance on how MSE will be used in the future, specifically as it relates to its use for debt service obligations.

Option 1 – Redirect up to $2 million/year to debt service obligations and authorize the remaining MSE revenues as follows:

Note that these are total allocations by category. Specific annual allocations are shown on the attachments. Although the goal was to present a "pay as you go" set of alternatives, funding some of the larger projects proved challenging. In each alternative, within certain years, we must dip into the $2 million reserve set aside of MSE revenue to cover our costs. These are considered very short term cash flow adjustments and typically correct within a year.

Alternative A

Internal Loan for Debt Service	$18,000,000
Roads	$14,869,199
Opera House	$ 852,793
Community Senior Center/Sports Park	$ 8,890,885
Parks/Pool Rehab	$ 4,901,020
Library Renovation	$ 723,688
Civic Center Expansion	$ 339,455
Overhead Allocation	$ 806,296
Reserve	$ 2,000,000
	$51,383,336

Alternative A allows us to build the Literacy Center, the 6th field at the Sports Park, and rehabilitate Brooks Swim Center between FY 2012/13 and FY2014/15. Contract pavement maintenance projects begin in 2014/15 with the larger ones scheduled in FY2017/18 and FY2018/19.

Alternative B

Internal Loan for Debt Service	$18,000,000
Roads	$15,669,199
Opera House	$ 852,793
Community Senior Center/Sports Park	$ 8,890,885
Parks/Pool Rehab	$ 4,151,020
Library Renovation	$ 723,688
Civic Center Expansion	$ 339,455
Overhead Allocation	$ 806,296
Reserve	$ 2,000,000
	$51,433,336

Alternative B allows us to complete a large contract pavement maintenance project in FY2013/14 kicking off a series of three annual pavement maintenance projects. The Brooks Swim Center, addition of the 6th field at the Sports Park, the Literacy Center, and Clark Field Improvements occur later in the plan allowing some of the deferred pavement maintenance to be completed in the earlier years.

Both Alternative A and B leave the $2 million reserve available for allocation at the end of the twelve year sales tax measure. As we get closer to the sunset of the ½ cent tax, Council can begin discussion of how best to use the remaining reserve funds.

Option 2

This option does not utilize MSE to pay on-going debt service obligations. All MSE revenue will be allocated based on the advisory measures and modifications approved with the December 2010 MSE Spending Plan. This option will require the use of General Fund revenue to cover the on-going debt service with the associated General Fund impacts described in the previous agenda item on Fiscal Year 2012/13 General Fund Budget as Worst Case Scenario. A $2 million per year reduction to the General Fund, on top of reductions required to meet current General Fund deficiencies and increases to our PERS rates will require a $5 million General Fund structural reduction over the next two years. Achieving a $5 million reduction would cause the loss of up to 37 FTE's and service level reductions in all areas of our government. In addition to severe reductions in both Police and Fire services, the community would see the closure of several parks, the closure of the Charles Brooks Swim Center, and the closure of the Cemetery. These are some of the more visible reductions, but ALL areas of service delivery will be impacted. Should Council select this option, staff will return with spending alternatives at a subsequent Council meeting.

Fiscal Impact

Total MSE revenues are projected to be just over $51 million which is close to the revenues projected in December 2010. The revised spending plan provides two primary options, one utilizing a portion of the MSE revenue to pay on-going debt service and providing two alternatives for allocation of the remaining funds. The second option does not use MSE to pay debt service. Should Council wish to select this option, staff will return with several options for allocation of the full MSE revenue.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council 1.) authorize the use of Measure E revenue to cover on-going debt service requirements related to the Community and Senior Center and Sports Park up to $2 million per year and direct that a loan be established from MSE to the necessary development fee fund to be repaid to MSE and revenue becomes available and 2.) review and approve the updated Measure E Spending Plan which alters the allocation of these resources among the various projects as described herein as Alternatives A and B. (Note: Changes to the originally adopted Measure E Spending Plan require a 4/5 approval from the City Council.)

Prepared by: Lynn Johnson
Sr. Management Analyst

Reviewed by: Kimberly McKinney
Finance Officer

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Kevin O'Rourke
Interim City Manager

Attachments: Option 1, Alternatives A and B

Alternative A

	Previous Expenditures	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	Totals
MSE Annual Revenue	$ 18,335,818	$ 3,860,605	$ 4,062,316	$ 4,256,388	$ 4,497,604	$ 4,773,857	$ 5,036,240	$ 5,288,052	$ 1,388,114	$ 51,498,994
Roads	$ 4,764,349	$ 1,704,850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Kentucky Avenue Widening & Recon Grant Matcl	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000	$ -	$ -	
E. Main St & SR25 Grant Match	$ -	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	
O&M Road Maintenance - In House	$ -	$ -	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ 350,000	$ -	
Road Program Management	$ -	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -	
Contract Pavement Maintenance	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000	$ -	$ 1,500,000	$ 1,000,000	
Subtotal for Roads	$ 4,764,349	$ 1,704,850	$ 400,000	$ 900,000	$ 900,000	$ 900,000	$ 2,400,000	$ 1,900,000	$ 1,000,000	$ 14,869,199
Opera House	$ 577,793	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Library	$ 273,688	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Literacy Center	$ -	$ -	$ 450,000	$ -	$ -	$ -	$ -	$ -	$ -	
Community Senior Center/Sports Park	$ 4,563,428	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 97,457	
Addition of the 6th Sports Field	$ -	$ -	$ -	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	
Misc. Park Improvements	$ 1,313,975	$ 394,106	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Park Irrigation Phase 3 & 4	$ -	$ -	$ 430,479	$ 262,460	$ -	$ -	$ -	$ -	$ -	
Rehabilitation of Brooks Swim Center	$ -	$ -	$ 152,000	$ -	$ 1,048,000	$ -	$ -		$ -	
Clark Field Improvements	$ -		$ -	$ -	$ -	$ -	$ 1,300,000		$ -	
Facilities/City Hall	$ 279,455	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
ADA bathrooms at City Hall (If no CDBG)	$ -	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Overhead Allocation	$ 356,296	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 30,000	
Reserve	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Long Term Loan for Debt Service	$ 4,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ -	
Total Expenditures	$ 18,128,984	$ 4,883,956	$ 3,882,479	$ 5,112,460	$ 4,398,000	$ 3,350,000	$ 6,150,000	$ 4,350,000	$ 1,127,457	$ 51,383,336
MSE Fund Balance	$ 206,834	$ (816,517)	$ (636,680)	$ (1,492,752)	$ (1,393,148)	$ 30,709	$ (1,083,051)	$ (144,999)	$ 115,658	

Alternative B

	Previous Expenditures	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	Totals
MSE Revenue	$ 18,335,818	$ 3,860,605	$ 4,062,316	$ 4,256,388	$ 4,497,604	$ 4,773,857	$ 5,036,240	$ 5,288,052	$ 1,388,114	$ 51,498,994
Roads	$ 4,764,349	$ 1,704,850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Kentucky Avenue Widening & Recon Grant Match	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000,000	$ -	$ -	
E. Main St & SR2S Grant Match	$ -	$ -	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ -	
Matching Funds for Transportation Grants	$ -	$ -	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ -	
O&M Road Maintenance - In House	$ -	$ -	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ -	
Road Program Management	$ -	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -	
Contract Pavement Maintenance	$ -	$ -	$ -	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ -	$ 500,000	$ -	
Subtotal for Roads	$ 4,764,349	$ 1,704,850	$ 450,000	$ 2,050,000	$ 1,550,000	$ 1,550,000	$ 2,550,000	$ 1,050,000	$ -	$ 15,669,199
Opera House	$ 577,793	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Library	$ 273,688	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Literacy Center	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450,000	
Community Senior Center/Sports Park	$ 4,563,428	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 390,000	$ 97,457	
Addition of the 6th Sports Field	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	$ -	
Misc. Park Improvements	$ 1,313,975	$ 394,106	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Park Irrigation Phase 3 & 4	$ -	$ -	$ 430,479	$ 262,460	$ -	$ -	$ -	$ -	$ -	
Rehabilitation of Brooks Swim Center	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200,000	$ -	$ -	
Clark Field Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550,000	
Facilities/City Hall	$ 279,455	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
ADA bathrooms at City Hall (If no CDBG)	$ -	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Overhead Allocation	$ 356,296	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 30,000	
Reserve	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Long Term Loan for Debt Service	$ 4,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ -	
Total Expenditures	$ 18,128,984	$ 4,883,956	$ 3,330,479	$ 4,762,460	$ 4,000,000	$ 4,000,000	$ 6,200,000	$ 5,000,000	$ 1,127,457	$ 51,433,336
MSE Fund Balance	$ 206,834	$ (816,517)	$ (84,680)	$ (590,752)	$ (93,148)	$ 680,709	$ (483,051)	$ (194,999)	$ 65,658	

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Select Delegate for the Annual League of California Cities Conference

Report in Brief

The City Council is asked to consider who will represent the City as voting delegate to the Annual League of California Cities Conference in September. While this Conference affords Woodland the opportunity to vote on resolutions of importance to cities, the City is committed to reducing expenditures associated with travel and conferences. Therefore, it is recommended that only one voting member be authorized to attend at City expense.

Staff recommends that the City Council designate Council member Marble as the voting delegate representing the City at the Annual Conference of the League of California Cities to be held in San Diego from September 5-7, 2012.

Background

Each year the Council is asked by the League of California Cities to designate a voting delegate and an alternate to cast the City's vote at the general business session of the League's annual conference. Each City regardless of size has one vote at the business session where resolutions on a variety of topics are presented for action. Adopted resolutions become the League program of action for the coming year and in many instances result in legislation being introduced. The designation will be forwarded to the League.

Discussion

It is important for the City to remain active and engaged in the League of California Cities and designate a Council member to act on behalf of the City at the annual conference. The League will be involved in several critical issues affecting California cities this year, including the State budget, the pension reform and various issues associated with public safety and infrastructure. The designated representative will be asked to vote on League resolutions that will form the legislative platform for these issues and many others that will impact California cities.

Council member Marble has been the most active Council member in activities associated with the League. These activities include Past President of the Sacramento Valley Division, Director on the League's Board, membership on the Public Safety Policy Committee and the league Board Water Task Force. These activities provide Woodland with a voice as issues which impact cities are developed by the League.

Given the City's current fiscal constraints, staff believes only one Council member should be designated as the City's voting representative and attend the League's annual conference in San Diego. Council member Marble's significant involvement in the League makes him well qualified to fulfill this role at the annual conference September 5-7, 2012.

Fiscal Impact

The annual conference attendance costs for one Council member have been included in the FY 2012 General Fund budget.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council designate Council member Marble as the voting delegate representing the City at the Annual Conference of the League of California Cities to be held in San Diego from September 5-7, 2012.

Prepared by: Ana Gonzalez
City Clerk

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Kevin O'Rourke
Interim City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Agreement for Purchase of the State Theater

Report in Brief

The City Council has previously provided direction to staff to negotiate the purchase of the State Theatre. The City Manager has reached agreement in principle with the owner on the purchase for a price of $275,000. The City Attorney's office has drafted a purchase and sale agreement, but a number of issues remain outstanding concerning the purchase.

Staff recommends that the City Council provide direction concerning the purchase and authorize staff to finalize the agreement and purchase of the theater consistent with Council direction.

Background

The State Theatre is a longtime community landmark in Woodland and an important part of the downtown area. The theater is no longer operating, and has faced an uncertain future. Various potential future uses of the theater have been discussed by members of the community, but a lack of funding and consensus on the future use of the theater have hindered efforts to acquire it. The City Council has identified acquisition of the theater as the best way to protect it against demolition or significant deterioration while discussions continue about future uses of the building.

Fiscal Impact

Under the terms currently proposed, the City would spend $275,000 for the purchase of the State Theatre. Future costs for renovation or rehabilitation are presently unknown.

Recommendation for Action

Staff recommends that the City Council approve the attached draft purchase agreement in principle, provide further direction to staff concerning details of the purchase, authorize staff to complete the purchase and authorize the mayor to execute the purchase agreement.

Prepared by: Andrew Morris
City Attorney

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Kevin O'Rourke
Interim City Manager

Attachment: Purchase agreement

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PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this "**Agreement**") is made as of ____________________, 2012 (the "**Effective Date**"), between ____ ("**Seller**") and CITY OF WOODLAND, a California municipal corporation ("**Buyer**").

ARTICLE 1. AGREEMENT OF SALE.

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the "**Property**"):

1.1 Land. The real property which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the "**Land**");

1.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) and other improvements located upon the Land, including, but not limited to, movie theater improvements and property known as the "Woodland State Theater" located at 322 Main Street, Woodland, California (collectively, the "**Improvements**").

The Land and the Improvements are sometimes collectively referred to in this Agreement as the "**Property**";

1.3 Personal Property. All of Seller's right, title and interest in and to any personal property located within or used in connection with the Property, including, without limitation, that described in the Personal Property Inventory attached hereto as Exhibit B (collectively, the "**Personal Property**".

1.4 Service Contracts. Those Service Contracts (defined in Section 5.8) which Buyer expressly agrees to assume; and

1.5 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering drawings and prints relating to the construction of the Improvements, (c) all distribution rights or license agreements, copyrights, logos, designs, trademarks, trade names, service marks and all goodwill associated with the Property, (d) all other intellectual or intangible property used by Seller in connection with the Property; and (e) all claims and causes of action arising out of or in connection with the Property.

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be $275,000.

2.2 Deposit/Purchase Price. Within 10 business days after the Effective Date, Buyer shall deposit $5,000 into Escrow (as defined below) into an interest bearing account on behalf of Buyer (the "**Deposit**"). The deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be material breach of this Agreement and Seller may terminate the Agreement. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the Purchase Price, subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of federal funds, cashiers check or in another immediately available form.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The "Due Diligence Period" means the period beginning on the date on which Buyer receives the Document Delivery Certificate (defined in Section 3.2) from Seller and ending at 5:00 p.m. on the date 45 days following such date of receipt.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements and review of the Plans; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to

Buyer at the Property pursuant to Section 3.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

3.2 Delivery of Preliminary Documents. Within 5 business days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control. At such time as Seller has delivered all of the Preliminary Documents to Buyer, Seller shall deliver a certificate ("**Document Delivery Certificate**") to Buyer certifying that Seller has delivered to Buyer all Preliminary Documents required to be delivered pursuant to this Section 3.2 or that Seller does not possess or control such documents. To the extent Seller does not possess or control a Preliminary Document, Buyer may obtain it at Buyer's cost.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Plans. Copies of all as-built plans and specifications for the Improvements, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property and all rentable space therein, and as-built drawings for all underground utilities (collectively, the "**Plans**"), together with a certificate from an architect approved by Buyer certifying to Buyer that the Improvements were constructed and completed in accordance with the Plans;

3.2.3 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

3.2.5 Operating Statements; Tax Bills. Copies of operating statements for the Property certified by Seller including an itemization of income and expenses and copies of all real property tax bills for the Property for such periods;

3.2.6 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses, film distribution agreements, license agreements, exclusive or nonexclusive showing rights;

3.2.7 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 3.1, the documents and information described in this Section 3.3 (collectively, the "**Additional Documents**"):

3.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 3.2. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.2 Warranties/Roof Inspections/HVAC Inspections. Copies of any and all guarantees or warranties and other rights given to Seller in connection with the construction, maintenance, repair or remodeling of the Improvements, periodic inspections, or the purchase of any of the Personal Property. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.3 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

3.3.4 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date; and

3.3.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within five business days of such termination.

3.5 Title Review.

3.5.1 Monetary Liens. At its expense, Seller shall remove as liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1.

3.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1.

3.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) a CLTA Owner's policy of title insurance, provided that Buyer may require an ALTA Owner's Policy if Buyer pays the incremental premium for ALTA coverage ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit C.

4.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Defects. Except as disclosed on Schedule 5.1, the Improvements and the Personal Property are in good condition and repair and are free of any latent or patent design, construction, physical or mechanical defects and there is no actual or threatened settlement, earth movement, termite infestation or damage affecting the Property.

5.2 Compliance. The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The zoning of the Property permits the current Improvements and use of the Property, and, there is no pending or to Seller's knowledge, contemplated rezoning. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.3 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.4 Intentionally Omitted.

5.5 Taxes and Condemnation. Except as disclosed on Schedule 5.5, there are no presently pending or, to Seller's knowledge, contemplated special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.6 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property and (d) in good working order and repair. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

5.7 Licenses. To Seller's knowledge, Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

5.8 Contracts. Schedule 5.8 contains a description of all contracts entered into by Seller or its property manager or leasing agent relating to the management, maintenance, leasing or operation of the Property ("**Service Contracts**"). Except for the Service Contracts, there are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property. Except as set forth in Schedule 5.8, Seller has fully performed all the obligations required to be performed by Seller under the Service Contracts, and to Seller's knowledge, the other parties to the same are not in default thereunder. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

5.9 Litigation. Except as disclosed on Schedule 5.9, there are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.10 Agreements with Governmental Authorities. To Seller's knowledge, there are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.11 Operating Statements. All operating statements furnished to Buyer in connection with or pursuant to this Agreement accurately reflect the financial condition of the Property as of the date thereof.

5.12 Hazardous Materials.

5.12.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the

Toxic Substances Control Act, 15 U.S.C. Sections 2601 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) "**Release**" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.12.2 Representations. Except as otherwise disclosed in Schedule 5.14.2:

(a) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) Neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) There is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To Seller's knowledge, there are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) To Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(h) To Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.13 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal, rights of reverter or options relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.14 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.15 Parking. Seller has received no written notice from any governmental agency that the parking spaces on the Property are in violation of law.

5.16 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

5.17 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.18 No Employees. There are no on-site employees of Seller at the Property, and following the Closing Buyer shall have no obligation to employ or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

5.19 Inspections. Schedule 5.21 accurately describes (a) all inspections of the Property by any governmental agency or insurance company occurring within three (3) years prior to the Effective Date, (b) all matters which were noted by such governmental agency or insurance company as requiring correction, requesting or recommending modifications or termination of uses of the Property and (c) the present status of each such noted matter.

5.20 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement of a material fact.

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty in Articles 5 and 6, respectively, shall survive the Closing Date and shall not merge with the delivery to Buyer of the Grant Deed.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 Indemnification.

7.3.1 Seller's Indemnity. Seller's obligations pursuant to this Section 7.3.1 shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

(b) Seller's ownership of the Property or the operation of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

7.3.2 Buyer's Indemnity. Buyer's obligations pursuant to this Section 7.3.2 shall survive the Closing. Buyer at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Seller, and their respective directors, officers and agents from and against any and all Losses, arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Buyer contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Buyer contained in this Agreement;

(b) Buyer's ownership of the Property or the operation of the Property after the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material after the Closing Date, any Release of any Hazardous Material, on, under or from the Property after the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials after the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Service Contract, Preliminary Document or Additional Document, or (b) enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the Service Contracts, the other Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate all of the Service Contracts described in Section 5.8 at or before the Closing Date, except for those contracts which Buyer expressly agrees to assume and which are actually assumed by Buyer pursuant to Section 9.3.3.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property, or remove any of the Personal Property therefrom, without Buyer's prior consent, unless such Personal Property so removed is simultaneously replaced with new Personal Property of similar quality and utility.

8.7 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is 15 days after delivery of the Document Delivery Certificate (the "**Closing Date**"), as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as __________________________, _________________________, Sacramento, California _____, Attn: ______________ ("**Escrow Holder**"), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**");

9.3.2 A duly executed bill of sale, in the form of Exhibit D, conveying the Personal Property to Buyer free and clear of liens, encumbrances and restrictions ("**Bill of Sale**");

9.3.3 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller's interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, (c) in all intangible assets of the Property, and (d) in the Service Contracts which Buyer has elected to assume (the "**General Assignment**");

9.3.4 A certificate executed by Seller stating that all representations and warranties made by Seller pursuant to this Agreement are true and correct as of the Closing Date ("**Seller's Certificate**");

9.3.5 The originals of the Service Contracts Buyer has elected to assume, and estoppel certificates from the other parties to such Service Contracts in form and substance satisfactory to Buyer;

9.3.6 All costs of Closing, including, but not limited to, the CLTA increment of the premium for the Title Policy, recording fees, transfer taxes and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

9.3.7 Seller's Non-foreign Certification;

9.3.8 All records and files relating to the management or operation of the Property, including, without limitation, property tax bills, insurance, and property taxes; and

9.3.9 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date; and

9.5.2 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4

(disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies. If Buyer breaches this Agreement, Seller shall be entitled to pursue all remedies permitted herein and by law.

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) fully executed original counterparts of the Bill of Sale, the General Assignment; and (c) the Seller's Certificate, the Service Contracts referred to in Section 9.3.5, the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations. Subject to the other provisions of this Section 9.8, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required.

9.8.1 Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) which have been performed or contracted for, by or on behalf of Seller prior to the Closing Date, and all sums due for accounts payable which have been incurred with respect to the Property prior to the Closing Date shall be paid by Seller and shall be subject to the indemnification provisions of Section 7.3. Buyer shall furnish to Seller for payment any bills for such period received after the Closing Date, and Buyer shall have no further obligation with respect thereto.

9.8.2 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other.

9.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds $200,000; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds $200,000. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER: ______________________
Attn: ______________________
____
____

BUYER: City of Woodland
Attn: ______________________
300 First Street
Woodland, CA 95695

with a copy to Andrew Morris
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. The parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to Buyer or Buyer's designee and in no event will Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Commissions, Indemnity, Disclosure. Each party represents to the other party that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 11.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

11.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF WOODLAND a California municipal corporation

By_______________________________

Its_______________________________

SELLER:

____

By_______________________________

Its_______________________________

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____________, 2012

____

By:_______________________________

Name:_____________________________

Title:______________________________

EXHIBIT A
LAND DESCRIPTION

EXHIBIT B

PERSONAL PROPERTY INVENTORY

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF WOODLAND, a California municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by ____________________________ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is _______________; and

3. The Transferor's office address is ______________________________________.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: ________________, 2012.

____

Title:________________________________

EXHIBIT D

BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of _______________, 2012, by ____ ("Transferor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Purchase and Sale Agreement dated _______________, 2012 (the "Agreement"), Transferor hereby sells, transfers, assigns and delivers to the CITY OF WOODLAND, a California municipal corporation ("Transferee"), any and all personal property (the "Personal Property") located within or used in connection with that certain improved real property commonly known as _____________________________ (the "Real Property"), as more particularly described in Schedule 1 attached hereto. The Personal Property shall include, without limitation, the items described in the Personal Property Inventory attached hereto as Schedule 2.

1. Transferor hereby assigns all warranties, guarantees and indemnities, whether those warranties are express or implied, and all similar rights which Transferor may have against any other manufacturer or supplier of the Personal property or any portion thereof or against any seller, engineer, contractor or builder, in respect of the Personal Property.

2. Transferor warrants that each item of the Personal Property is in good condition, order and repair and suitable for its intended purpose on the date of this Bill of Sale.

3. Transferor at any time at or after the date of this Bill of Sale shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Transferee, and shall take any other action consistent with the terms of this Bill of Sale that may reasonably be requested by Transferee for the purpose of granting and confirming to Transferee, or reducing to Transferee's possession, any or all of the Personal Property. If requested by Transferee, Transferor further agrees to prosecute or otherwise enforce in its own name for the benefit of Transferee any claims, rights or benefits included in the Personal Property that require prosecution or enforcement in Transferor's name. Transferor also hereby appoints Transferee as its agent to act in Transferor's name and on Transferor's behalf to take any action necessary to effect the transfer of any of the Personal Property to Transferee, or prosecute or otherwise enforce any claims, rights or benefits included in the Personal Property in Transferor's name, including bringing suit in Transferor's name.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

DATED: ________________, 2012.

TRANSFEROR:

____

____

By____________________________________

Its____________________________________

SCHEDULE 1

LEGAL DESCRIPTION OF REAL PROPERTY

SCHEDULE 2

PERSONAL PROPERTY INVENTORY

EXHIBIT E

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Nancy A. Park
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

Space Reserved for Recorder's Use Only

GENERAL ASSIGNMENT

This Assignment (the "Assignment") is made as of ________________, by ____ ("Assignor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated ___________________, 2012 (the "Agreement"), Assignor hereby assigns and transfers to the CITY OF WOODLAND, a California municipal corporation ("Assignee"), with respect to the real property described in Schedule 1, following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "Contracts"), as more particularly described in Schedule 2 attached hereto;

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the "Approvals"), which Approvals are more particularly described in Schedule 3 attached hereto;

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the "Improvements"); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the "Personal Property") (collectively, the "Plans"); and

D. All warranties of which Assignor is the beneficiary (the "Warranties") with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

____

____

By______________________________________

Its______________________________________

[Acknowledgments Required]

SCHEDULE 1

REAL PROPERTY

SCHEDULE 2

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REPAIRS

PURCHASE AND SALE AGREEMENT

AND JOINT ESCROW INSTRUCTIONS

Between

_______________________________________,
a _______________________________

as Seller

and

CITY OF WOODLAND, a
California corporation

as Buyer

Covering

Woodland State Theater

Dated: ____________________, 2012

PURCHASE AND SALE AGREEMENT

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