CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA

CITY COUNCIL
CLOSED SESSION AGENDA

APRIL 3, 2012

5:00 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

C.2 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: Kevin O'Rourke, Amy Buck and Kimberly McKinney
Employee Organization(s): Professional Police Employees' Association, Police Supervisors Association, Police Mid Management Employees, Professional Firefighters' Association, Fire Mid-Management Employees, Woodland City Employees' Association, Mid-Management Association and Confidential Employees

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

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. COMMUNICATIONS – WRITTEN

F.1 Receive Notice from PG&E Regarding Rate Increase Related to Joint Application for Recovery of Costs

F.2 Receive Notice from PG&E Regarding Possible Rate Increase Related to Application Filing for 2012 Rate Design Window

F.3 Receive Notice from PG&E Regarding Rate Increase Related to Application Filing to Recover Costs Associated with Customer Data Access Application

G. COMMUNICATIONS - COMMITTEE REPORTS

G.1 Receive the Commission on Aging Meeting Minutes of November 10, 2011, January 12, 2012 and February 23, 2012

G.2 Receive the Parks & Recreation Commission Meeting Minutes for November 28, 2011 and January 23, 2012

H. PRESENTATIONS

1. Adopt Proclamation Declaring April 8 – 14, 2012 as National Public Safety Telecommunications Week

2. Adopt Proclamation Declaring April 30, 2012 as Día de Los Niños

I. CONSENT CALENDAR

3. Receive the Quarterly Status Report from Community Development Department

4. Receive the Capital Budget Execution Status Report from Community Development

5. Accept as Complete, Contract with Teichert Construction, Inc. for Water Meter Project Phase 2 Project, CIP 09-22; Authorize Notice of Completion

6. Approve Resolution for Execution of Conditioned Renewal Grant Agreement for Supportive Housing Grant and Execution of Subrecipient Agreement with Yolo Wayfarer Center

J. REPORTS OF THE CITY MANAGER

7. Approve Project Design and Bid Package for Lemen Avenue/North Street/East Street Realignment Project; Authorize Bid Advertisment

8. Approve Addition of Article 21.5 to Chapter 25 (Zoning) of the Municipal Code relating to Medical Marijuana Cultivation

9. Adopt Resolution of Intention to Approve Amendment to Contract for Safety Police Members; Authorize Certification of Compliance with Government Code Sections 7507 and 20475; Certification of Governing Body's Action; Waive First Reading and Read by Title Only Ordinance to Amend PERS Contract

10. Approve and Authorize Execution of Final Memorandum of Understanding for the Yolo Emergency Services Program

11. Adopt Council and Woodland Finance Authority Resolutions Approving and Authorizing Execution and Delivery of a Site Lease, a Facilities Lease, an Assignment Agreement and an Escrow Agreement; Authorize Additional Actions Relating to the Refunding of Bonds of the Woodland Finance Authority.

K. 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, April 3, 2012 was posted on March 30, 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

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such request must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.
Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Council Communications

Report in Brief

Attached are communications received for information only.

1. Notice from Pacific Gas and Electric dated February 7, 2012 regarding Joint Application for Recovery of Costs of the Market Redesign and Technology Upgrade (MRTU) Initiative and rate increase associated with this application.

2. Notice from Pacific Gas and Electric dated March 9, 2012 regarding Application Filing for 2012 Rate Design Window and customers may see bill increases or decreases depending upon their monthly usage levels.

3. Notice from Pacific Gas and Electric dated March 13, 2012 regarding Application Filing to Recover Costs Associated with its Customer Data Access Application and rate increase associated with this filing.

Prepared by: Ana Gonzalez
City Clerk

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Kevin O’Rourke
Interim City Manager

Attachments

February 7, 2012
TO: STATE,COUNTY AND CITY OFFICIALS

NOTICE OF JOINT APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY, SOUTHERN CALIFORNIA EDISON COMPANY, AND SAN DIEGO GAS & ELECTRIC COMPANY FOR RECOVERY OF COSTS OF THE MARKET REDESIGN AND TECHNOLOGY UPGRADE (MRTU) INITIATIVE

On January 31, 2012, Pacific Gas and Electric Company (PG&E) filed a joint application with Southern California Edison and San Diego Gas & Electric Company (collectively, "Joint Utilities") with the California Public Utilities Commission (CPUC) for recovery of costs of the Market Redesign and Technology Upgrade (MRTU) initiative. PG&E originally filed the 2010 MRTU Initiative Application in February 2011 (A.11-02-011). The CPUC requested that PG&E re-submit its original request as a joint application with the other Joint Utilities.

In this Application, PG&E restates its original request to make changes to electric rates, updated to go into effect January 1, 2013. In the original Application, PG&E requested to recover in rates the costs associated with complying with the mandated MRTU initiative. The inclusion of the rate recovery request was provided by CPUC Decision 09-12-012. PG&E also proposed recovery of additional costs forecast to be incurred in the 2012 and 2013 MRTU initiatives.

The MRTU initiative, which was developed by the California Independent System Operator and approved by the Federal Energy Regulatory Commission, is mandated technology that allows electricity to be bought and sold by participants in energy markets in California. Costs presented in this application represent actual costs incurred by PG&E in 2010 to upgrade the initially deployed system to include greater functionality, as well as costs PG&E forecasts to incur in 2012 and 2013 for this same purpose.

The total electric revenue requirement request (the total amount PG&E is requesting to collect in rates from all customers) is $64.9 million. PG&E requests that electric rates designed to recover this amount become effective on January 1, 2013.

Will rates increase as a result of this application?

Yes, the approval of this application will increase electric rates by 0.55 percent in 2013, relative to current rates. This rate change will impact bundled service customers (those customers who receive electric generation and transmission and distribution service from PG&E) and customers who purchase electricity from other suppliers (e.g., direct access and community choice aggregation).

FOR FURTHER INFORMATION
To request a copy of the application and exhibits or for more details, call PG&E at **1-800-743-5000.**
For TDD/TTY (speech-hearing impaired), call **1-800-652-4712.**
Para más detalles llame al **1-800-660-6789**
詳 情 請 致 電 **1-800-893-9555**

You may request a copy of the application and exhibits by writing to:
Pacific Gas and Electric Company
Joint MRTU Application
P.O. Box 7442, San Francisco, CA 94120.

THE CPUC PROCESS
The CPUC's Division of Ratepayer Advocates (DRA) will review this application. The DRA is an independent arm of the CPUC, created by the Legislature to represent the interests of all utility customers throughout the state and obtain the lowest possible rate for service consistent with reliable and safe service levels. The DRA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. The DRA's views do not necessarily reflect those of the CPUC. Other parties of record will also participate.

The CPUC has indicated that it will hold workshops (a more informal version of evidentiary hearings) soon after this Application is filed. The CPUC may also hold evidentiary hearings where parties of record present their proposals in testimony and are subject to cross-examination before an Administrative Law Judge (ALJ). These hearings are open to the public, but only those who are parties of record may present evidence or cross-examine witnesses during evidentiary hearings. Members of the public may attend, but not participate in, these hearings.

After considering all proposals and evidence presented during the hearing process, the ALJ will issue a draft decision. When the CPUC acts on this application, it may adopt all or part of PG&E's request, amend or modify it, or deny the application. The CPUC's final decision may be different from PG&E's application.

If you would like to learn how you can participate in this proceeding or if you have comments or questions, you may contact the CPUC's Public Advisor as follows:

Public Advisor's Office
505 Van Ness Avenue
Room 2103
San Francisco, CA 94102
1-415-703-2074 or **1-866-849-8390** (toll free)
TTY **1-415-703-5282** or TTY **1-866-836-7825** (toll free)
E-mail to **public.advisor@cpuc.ca.gov**

If you are writing a letter to the Public Advisor's Office, please include the name of the application to which you are referring. All comments will be circulated to the Commissioners, the assigned Administrative Law Judge and the Energy Division staff.

A copy of PG&E's Joint MRTU application and exhibits are also available for review at the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, Monday–Friday, 8 a.m.–noon, and on the CPUC's website at **http://www.cpuc.ca.gov/puc.**

March 9, 2012
TO: STATE, COUNTY AND CITY OFFICIALS

NOTIFICATION OF APPLICATION FILING BY PACIFIC GAS AND ELECTRIC COMPANY (PG&E) FOR 2012 RATE DESIGN WINDOW

On February 29, 2012, Pacific Gas and Electric Company (PG&E) filed its 2012 Rate Design Window (RDW) Application with the California Public Utilities Commission (CPUC). The application proposes several rate design changes, described below, and submits reports and studies in compliance with previous Commission Decisions (D.11-05-047, D.10-02-032, and D.11-11-008).

This application proposes to adjust residential electric baseline quantities to 50% of average usage (currently 55%), and for all-electric customers in the winter season, to 60% from current 65% level, as allowed by law. These changes will bring the current rate structures more in line with the cost it takes for PG&E to produce, procure and deliver safe and reliable electric service. In addition, PG&E proposes to modify the minimum bill charge that is calculated for customers with very low or no energy usage in any month. The proposed changes will make it more consistent with the minimum bill charge methodology adopted by the CPUC for another California utility.

This application also proposes minor changes to PG&E's dynamic pricing rates, which are its Peak Day Pricing (PDP) rate for non-residential customers and its SmartRate program for residential customers. Both of these dynamic pricing rates are overlays on top of the basic underlying tariff, which introduce a very high price that is dispatched on a limited number of "event days" when temperatures (and thus energy usage loads) are high, in exchange for lower rates during all other hours of the year. Specifically, this application proposes to:

- Ensure that the hours on event days when peak day prices are dispatched cover the period from 1 p.m. - 6 p.m., aligning with the requirements of CPUC Decision 11-06-022.
- Make minor changes to bring greater consistency and uniformity to the operating seasons, number of events per year, event triggers and day-ahead notice for PG&E's dynamic pricing programs.

What Impact will this Application have on Rates?

Since this application proposes no change to the amount of total revenues collected by PG&E, the average residential rate will not change. However, some customers will see bill increases while others see bill decreases, depending upon their monthly usage levels, whether they are basic or all-electric service customers and in what climate zone they live. Many non-CARE customers (53 percent) will see an average bill increase of $1.95 per month; 21 percent of non-CARE customers will see an average bill decrease of $8.46 per month; and, 16 percent will see virtually no change. For customers enrolled in the CARE program, 84 percent will see an average bill increase of $1.25 per month, and 16 percent will see virtually no change.

FOR FURTHER INFORMATION
To request a copy of the application and exhibits or for more details, call PG&E at **1-800-743-5000**
For TDD/TTY (speech-hearing impaired), call **1-800-652-4712**
Para mas detalles llame al 1-800-6789
詳 情 請 致 電 1-800- 893-9655

You may request a copy of the application and exhibits by writing to:

Pacific Gas and Electric Company
2012 RDW Application
P.O. Box 7442, San Francisco, CA 94120

THE CPUC PROCESS
The CPUC's Division of Ratepayer Advocates (DRA) will review this application.

The DRA is an independent arm of the CPUC, created by the Legislature to represent the interests of all utility customers throughout the state and obtain the lowest possible rate for service consistent with reliable and safe service levels. The DRA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. The DRA's views do not necessarily reflect those of the CPUC. Other parties of record may also participate.

The CPUC may hold evidentiary hearings where parties of record present their proposals in testimony and are subject to cross-examination before an Administrative Law Judge (ALJ). These hearings are open to the public, but only those who are parties of record may present evidence or cross-examine witnesses during evidentiary hearings. Members of the public may attend, but not participate in, these hearings.

After considering all proposals and evidence presented during the hearing process, the ALJ will issue a draft decision. When the CPUC acts on this application, it may adopt all or part of PG&E's request, amend or modify it, or deny the application. The CPUC's final decision may be different from PG&E's application.

If you would like to learn how you can participate in this proceeding or if you have comments or questions, you may contact the CPUC's Public Advisor as follows:

Public Advisor's Office
505 Van Ness Avenue
Room 2103
San Francisco, CA 94102
1-415-703-2074 or **1-866-849-8390** (toll free)
TTY **1-415-703-5282** or TTY **1-866-836-7825** (toll free)
Email to **public.advisor@cpuc.ca.gov**

If you are writing a letter to the Public Advisor's Office, please include the name of the application to which you are referring. All comments will be circulated to the Commissioners, the assigned Administrative Law Judge and the Energy Division staff.

A copy of PG&E's 2012 RDW application and exhibits are also available for review at the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, Monday–Friday, 8a.m.–noon and on the CPUC's website at www.cpuc.ca.gov/puc.

March 13, 2012
TO: STATE, COUNTY AND CITY OFFICIALS

NOTIFICATION OF APPLICATION FILING BY PACIFIC GAS AND ELECTRIC COMPANY TO RECOVER COSTS ASSOCIATED WITH ITS CUSTOMER DATA ACCESS APPLICATION (A.12-03-002)

What is the Customer Data Access Application?
On July 28, 2011, the California Public Utilities Commission (CPUC) issued Decision (D.) 11-07-056 which ordered Pacific Gas and Electric Company (PG&E), Southern California Edison and San Diego Gas and Electric Company to file applications with the CPUC to provide third party access to a customer's energy usage data via the utility backhaul when authorized by the customer.

On March 5, 2012, PG&E filed application 12-03-002 (Customer Data Access Project) with the CPUC to comply with the CPUC's order. Through its Customer Data Access Project, PG&E will develop a system that will allow third parties to access customer energy usage data **once the third party has been authorized to do so by the customer.** To implement this project, PG&E is requesting **$19.4 million** to be recovered from rates from 2013 through 2016.

Will Electric Rates Increase?
Yes, this request will result in a slight increase to electric rates for bundled service customers (those using electric generation, transmission and distribution service from PG&E) and for direct access and community choice aggregation customers (those purchasing electricity from non-PG&E suppliers). Approval of this application will increase bundled rates by less than one percent. Using the 2016 (highest single year) combined cost of $5.59 million, the bundled system average rate increase will be 0.05 percent, relative to current rates.

FOR FURTHER INFORMATION
To request a copy of the application and exhibits or for more details, call PG&E at **1-800-743-5000.**
For TDD/TTY (speech-hearing impaired), call **1-800-652-4712.**
Para más detalles llame al 1-800-660-6789
詳 情 請 致 電 1-800-893-9555

You may request a copy of the application and exhibits by writing to:
Pacific Gas and Electric Company
Customer Data Access Application
P.O. Box 7442, San Francisco, CA 94120

THE CPUC PROCESS
The CPUC's Division of Ratepayer Advocates (DRA) will review this application.

The DRA is an independent arm of the CPUC, created by the Legislature to represent the interests of all utility customers throughout the state and obtain the lowest possible rate for service consistent with reliable and safe service levels. The DRA has a multi-disciplinary staff with expertise in economics, finance, accounting and engineering. The DRA's views do not necessarily reflect those of the CPUC. Other parties of record may also participate.

The CPUC may hold evidentiary hearings where parties of record present their proposals in testimony and are subject to cross-examination before an Administrative Law Judge (ALJ). These hearings are open to the public, but only those who are parties of record may present evidence or cross-examine witnesses during evidentiary hearings. Members of the public may attend, but not participate in, these hearings.

After considering all proposals and evidence presented during the hearing process, the ALJ will issue a draft decision. When the CPUC acts on this application, it may adopt all or part of PG&E's request, amend or modify it, or deny the application. The CPUC's final decision may be different from PG&E's application.

If you would like to learn how you can participate in this proceeding or if you have comments or questions, you may contact the CPUC's Public Advisor as follows:

Public Advisor's Office
505 Van Ness Avenue
Room 2103
San Francisco, CA 94102 **1-415-703-2074** or **1-866-849-8390** (toll free)
TTY **1-415-703-5282** or **1-866-836-7825** (toll free)
Email to **public.advisor@cpuc.ca.gov**

If you are writing a letter to the Public Advisor's Office, please include the number of the application (12-03-002) to which you are referring. All comments will be circulated to the Commissioners, the assigned Administrative Law Judge and the Energy Division staff.

A copy of PG&E's Customer Data Access Application and exhibits is also available for review at the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, Monday–Friday, 8 a.m.–noon, and the CPUC's website at **www.cpuc.ca.gov/puc.**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Commission on Aging Minutes November 10, 2011, January 12, 2012, and February 23, 2012

Report in Brief

Commission on Aging meeting minutes for November 10, 2011, January 12, 2012, and February 23, 2012 are attached for information only. No meeting minutes will be provided for December 2011(no meeting).

Recommendation for Action

No action is required, informational report only.

Prepared by: Christine Engel
Interim Recreation Manager

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Kevin O'Rourke
Interim City Manager

Attachment

Commission on Aging

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

Regular Meeting Minutes

Regular Meeting Minutes of November 10, 2011

Call to Order

Meeting convened at 3:36 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Vice Chair Overholt presiding.

Commissioners Present:	Garman, Overholt, Campbell
Absent:	Wright, Talkington
Staff:	Haynie, Bain, Engle
Guests:	

Pledge of Allegiance

Minutes

1. <u>Meeting Minutes of September 8, 2011 (Item 1)</u>
   Commissioner Garman moved to approve the Meeting Minutes of September 8, 2011 Commissioner Campbell seconded. Motion carried.

Correspondence (None)

Public Comment (None)

Communications Written-Staff

2. Senior Center Report-Bain
   Bain informed Commission that the HICAP has been filling up on Mondays, Karen Penrose runs this service. Bain also reported that most of the volunteers she has interviewed were interested in the Care Car instead of the front desk. SCI has added Tuesdays to their Senior Store hours hoping to lure participants of the food distribution program into the store.

Presentations (none)

New Business-Action Items

3. Apartment List
   The Commissioner will update the Apartment List information.

New Business-Information Items

4. Commissioner Terms- Yearend
   Commissioner Campbell and Commissioner Talkington terms are up in December 2011. Commissioner Campbell stated that he would like to serve another term. Commissioner

Commission on Aging

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

Talkington did not attend this meeting; staff will try to contact Commissioner Talkington to inquire if she would like to serve another term on the COA.

Old Business-Action Items

5. Guest Speaker Series

   Bain informed the Commission that the survey for the Guest Speaker Series was inserted in the October 2011 Senior Gram and on the counter of the help desk. Bain received no response from either survey. Commissioners discussed stopping by during the ENP and personally asking seniors what topics they would be interested in having at the Senior Center.

Old Business-Information Items

Committee Reports (None)

Communication-Commission/Staff Statements and Requests

Commissioner Campbell informed the Commission that he has resigned from AARP as an instructor.

Bain commented that Ms. Kregel, Life History instructor, mentioned a program for isolated seniors. Bain stated that this would be like a buddy system (friends, pals), where one senior/volunteer would call the isolated senior regularly to talk. Bain also informed the Commission that she has still not been able to find out the start date of the 211 service.

Commissioner Garman stated that he had attended the trial Badminton program. This is a fun intergenerational program.

Other Business (None)

Business Items for Next Meeting:

Apartment List

Guest Speaker Series

Next Meeting Date: January 12, 2012

Adjourn: Vice Chair Overholt adjourned the meeting at 4:30 p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department

Commission on Aging

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

Regular Meeting Minutes

Regular Meeting Minutes of January 12, 2012

Call to Order

Meeting convened at 3:30 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Wright presiding.

Commissioners Present:	Garman, Overholt, Campbell, Wright,
Absent:	Talkington
Staff:	Haynie, Bain, Engle
Guests:	None

Pledge of Allegiance

Minutes

1. Meeting Minutes of November 11, 2011 (Item 1)
   Commissioner Garman moved to approve the Meeting Minutes of November 11, 2011 with the correction that Debbie would assist with the health fair; Commissioner Campbell seconded. Motion carried.

Correspondence (None)

Public Comment (None)

Communications Written-Staff

2. Senior Center Report-Bain
   Commissioner Garman asked for information on the programs AARP, Changes to Choices and Hear Here! Bain explained that AARP was the driver safety class, Changes to Choices was a peer support group and Hear Here! was a peer support group for the hearing impaired. Commissioner Garman made the motion to accept the staff report as written, Commissioner Overholt seconded the motion. Motion carried 4-0.

Presentations (none)

New Business-Action Items

3. Elect Officers
   Commissioner Overholt made the motion to elect Commissioner Garman as Chair and Commissioner Campbell as Vice Chair, Commissioner Wright seconded the motion. Motion carried 4-0.

New Business-Information Items

Commission on Aging

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

Old Business-Action Items

4. *Guest Speaker Series*
   Commissioner Garman read the Guest Speaker topics from the September meeting Trusts, Wills, COA Important Records, Nutrition, Physical Activity Modifications, Alternatives, Vision and Hearing Challenges, Typical/Atypical Symptoms of Illness, Complimentary treatments (free), Important Health Screening and Vaccinations, Mobility and Exercise, Home Modifications for Senior Safety, Researching Family Ancestry, Current Event Discussion, Status of Woodland/Yolo County (finance, planning, projects), Emergency Response, Medical Resources-what a senior needs and where to get it and Panel of Hospice/End of Life Issues.

   Commissioner Overholt stated that health issues were always on the top of the list for seniors. Discussion ensued with Commissioners narrowing down the list and choosing the first presentation to be on Important Documents. Commissioner Overholt will spearhead the first program witch will start in March 2012. Programs will be held in Banquet Room 3 and run approximately 70 minutes before the ENP Lunch program. This location should make it more convenient for the seniors. The second program will be on Elder Abuse, commission will come up with a title that is more attractive to Seniors, most seniors are not aware of the different kinds of abuse there are. This item will be brought back to the next meeting for Commission approval and the second program finalized at that time.

5. *Apartment List*
   Commission discussed what questions to ask of the apartment management. Commissioner Campbell will contact Commissioner Talkington for clarification on ADA questions and answer to the questions. Each of the Commissioners present will take three pages of the list and call each to verify the information. Commissioner Garman will email Haynie the question list to add to the minutes.
   Questions List:
   How many bedrooms and bathrooms do you have?
   What is the rent?
   What is the deposit? First and last month?
   What is the price for a credit check? What about for background checks?
   Are pets allowed?
   Do you accept Section 8?
   Is your unit's handicap/wheelchair accessible?
   What amenities are included with the rent?
   Do you have a website address and/or email you would like us to list?

Commission on Aging

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

6. Commissioner Talkington –Term
   Commissioner Talkington term expired on December 31, 2011, staff has had no response from Commissioner Talkington on whether she wishes to extend her term or not. Commissioner Campbell will contact Commissioner Talkington and report back to the Commission at the next meeting.
7. Work Plan
   Commissioner Garman started with item 6 Senior Resource Fair. Needed clarification of the date and contact information for vendors. Commissioner Campbell will contact Commissioner Talkington to obtain the list of vendors. Haynie will confirm date of resource fair at next meeting.

   Item 1 COA Infomercial Presentation to Woodland City Council. Engle will put this on May 1st Council Agenda.

   Item 2 Focal Point Coordination will be put on hold until we here from Focal Point.

   Item 3 Intergenerational Project- Teens Helping Seniors Program, this program will be removed.

   Item 4 Replace Promotion and Advertising of programs and services with Speaker Series.

   Item 5 Senior Discount List- Put on hold for 3 years or until economy is healthy enough to support this project.

Old Business-Information Items

Committee Reports (None)

Communication-Commission/Staff Statements and Requests

Discussed Buddy System program where seniors who live alone will have a buddy to call and be called by. Bain reported that the lack of this program was brought home this past week. Bobby Ochoa, volunteer for the help desk, passed away this week. Ms. Ochoa lived alone and when she did not show up for her shift staff became concerned. Commissioner Campbell will research a similar program and bring the information to the next meeting. Names were considered for the program with “Checking on You” the current favorite.

Commission on Aging

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

Bain reported that she had discussed with Crum that SCI would no longer fund Crum's position. Crum will be adjusting her hours which mean that either Bain or Crum will be on site during the Senior Center operating hours. Engle and Bain will pursue funding for this crucial position.

Advertise with guest editorial was also discussed.

Other Business (None)

Business Items for Next Meeting:

Date of Resource Fair

"Checking on you" buddy phone program

Status on first presentation of Guest Speaker Series

Update Work Plan

Next Meeting Date: February 9, 2012

Adjourn: Commissioner Wright adjourned the meeting at 5:02 p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department

Commission on Aging

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

Special Meeting Minutes

February 23, 2012

Call to Order

Meeting convened at 5:00 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Garman presiding.

Commissioners Present:	Garman, Overholt, Campbell, Wright,
Absent:	Talkington
Staff:	Haynie, Engel
Guests:	None

Pledge of Allegiance

Speaker Series

Chair Garman commented that he was trying to understand the rules that govern committees and subcommittees. Engel stated that the COA will empower the subcommittees and the subcommittees will bring back recommendations to the commission for direction and action.

After discussion Chair Garman made the motion that Commissioners Wright and Talkington be assigned to the Resource Fair Committee; Commissioner Campbell seconded the motion. Motion carried 4-0.

Chair Garman lead the discussion concerning a Committee for the Speaker Series. Engel stated that an additional committee may not be needed and that the Commission could assign a Commissioner to work on the Speaker Series.

Commissioner Overholt was assigned to plan and implement the first speaker, which will be scheduled in April 2012. Commissioner Overholt will create a worksheet for contacting speakers, which could include assignments for additional Commissioners.

Business Items for Next Meeting:

2-1-1 Presentation

“Checking on you” program

Speaker Guidelines

Discussion of meeting times

Grout at front entrance

Commission on Aging

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

Important Documents

Next Meeting Date: March 8, 2012

Communication-Commission/Staff Statements and Requests

Chair Garman stated that he was planning on attending the Senior Art Show. In addition, Chair Garman requested that staff arrange for the equipment needed for Adalita's presentation on 2-1-1.

Chair Garman stated that he heard that Council received a complaint about the devices for the hearing impaired. Engel explained the issues and complaint received. Staff will meet with Ms. Childers February 27 to allow Ms. Childers to demonstrate the problems she is having with the devises. Chair Garman asked if at a future meeting the devises could be demonstrated.

Adjourn: Commissioner Campbell made the motion to adjourn the meeting at 5:36 pm., Commissioner Wright seconded the motion, and motion carried 4-0.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Parks & Recreation Commission Minutes for November 28, 2011 and January 23, 2012

Report in Brief

Parks & Recreation Commission meeting minutes for November 28, 2011 and January 23, 2011 are attached for the Council's review (no meeting was held in December 2011). No action is necessary, this is informational only.

Recommendation for Action

No action is required, informational report only.

Prepared by: Christine Engel
Interim Recreation Manager

Kevin O'Rourke
Interim City Manager

Attachments

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

Commission Meeting Minutes November 28, 2011

Call to Order
Meeting convened at 6:35 p.m. at the Woodland Community & Senior Center, 2001 East Street, Woodland, California by Vice Chair Groom.

Commissioners Present: Groom, Murphy, Stephens, Salinas, Romero, 2 Vacant
Absent: None
Staff: Engel, Haynie, Sanders, Meyer

Pledge of Allegiance

Public Comment
Engel stated that Commissioner Chavez has resigned from the Parks & Recreation Commission. Meyer wished to publicly thank Commissioner Chavez for her excellent work as Chair of the Parks & Recreation Commission.

Consent Calendar
Commission Minutes of October 24, 2011
Commissioner Stephens made motion to accept the October 24, 2011 minutes as written, Commissioner Salinas seconded the motion. Motion carried 5-0.

Communications Written-Staff Reports
Recreation Division Report-Christine Engel
Engel informed the Commission that the Labyrinth group would focus their efforts at Ferns Park and have dropped plans for the Sports Park. YMCA is currently evaluating if they will be able to keep their lease and run the wellness center. Their board will be meeting in December. Will report to Commission in January as we may need to continue to explore reuse options for the facility. Youth recreation will not be transferred to the YMCA. Staff looked at the numbers and felt that this transfer was not financially beneficial. A CDBG grant was approved for the summer parks programs; we are also planning on adding Beamer Park to the summer camp list. Father/Daughter Dance had over 200 attending the 10th Annual Event. Senior Softball has concluded for the year. The pool will be closed from December 5th through January 20th for annual maintenance and repairs. City Staff will be furloughed the last week in December. We will be taking advantage of this time for floor repairs. The banquet room and gymnasiums will be closed the week before Christmas.

Commissioner Salinas stated that with the movement towards youth violence prevention, it would not make sense to shift programs. It would be a good time for an efficiently analysis and pursue different funding and not shift income from recreation to the YMCA.

Parks Report/Street/Tree Report-Rob Sanders
Sanders informed the Commission of tree removal of Oak Tree that was damaged in the wind. 40 plus trees were planted on Main Street.

Commissioner Stephens asked if the Tree Report could include location and species for tree removal. Also if there was any plans of expanding tree wheels for trees. Sanders stated that this is still in discussion.

Commissioner Salinas made the motion to accept the staff reports as written, Commissioner Stephens seconded the motion. Motion carried 5-0.

Presentations-None

New Business-Action Items
Committee Assignments for new Commissioners
The following changes were approved by the Commission for the Committee assignments. Chair will be voted on at the next Commission meeting.

Facilities Committee – Commissioners Groom and Murphy
Budget and Finance Committee- Commissioners Salinas and Romero
Child Youth & Playground Committee- Commissioner Romero and Stephens
Community/Senior Center/Sports Park Committee- Commissioners Groom and Salinas
Woodland Sports Council- Vacant until needed
Urban Forest Committee- Commissioners Murphy and Stephens
Ad Hoc Committee- Commissioners Salinas and Romero

Tree City USA
Sanders explained the Tree City USA certification to the new Commissioners. Discussion ensued concerning perusal of the Growth Award. It was determined with the current staff shortages this will not happen.
Commissioner Stephens made the motion that the Parks & Recreation Commission supports staffs decision to submit the application packet that will recertify the City of Woodland as a Tree City USA and encourage staff to pursue Growth Award. Commissioner Salinas seconded the motion. Motion carried 5-0.

New Business- Information Items
Christiansen Park Parking Issues
Engel reported that Lieutenant Beal would like to be informed when each season of use at Camarena Field begins so that PD can be proactive in patrolling the area. Lieutenant Beal also encouraged the residents to report violations to dispatch.

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

New Parks & Recreation Commissioner
Commissioner Joe Romero applied for a Commission in May 2010 and is pleased to be assigned to the Parks & Recreation Commission. He founded the International Peace and Conflict Resolution Society at CSUS. As an organization and as a society they focus on creating peace in violent places of the worked. Commissioner Romero is interested in working with people that represent the whole community of Woodland. Commissioner Romero wants to be involved and making small changes to make the end result better that it began.
Commissioner Murphy thanked Commissioners Stephens and Romero for donating their time. Stating that staff is great and they will enjoy working with them.

Cleats on Turf
Sanders reported that due in part to the information obtained and the need to preserve our synthetic sports fields, staff will impose and enforce the following rules beginning January 1, 2012 which we feel will give us the best chance of extending the useful life of our synthetic fields while meeting the needs of the user groups:
Softball/Baseball- Turf or tennis shoes only.
Soccer- Turf shoes are commended, but traditional rubber soccer cleats will be allowed.
Budget and Finance Committee will assist staff in setting up plans for future replacement of turf.

Conceptual Design of Dave Douglass Detention Basin and Water Storage Tank
Meyer went over the Conceptual Design of Dave Douglass Detention Basin and Water Storage Tank for the Commission. Explaining that an arborist will review final species of plants before the project is started.

Old Business-Action Items (None)

Old Business-Information Items

Cricket Update
Meyer informed the Commission that the Cricket group has signed their contract for use of Dave Douglass Park. Staff will meet with this group to determine the location of the pitch.

Committee Reports

Dave Douglass Field Use Update
Commissioner Murphy reported that the Facility Committee scheduled a meeting with the Dave Douglass neighborhood at 5 p.m. on November 28, 2011. No one showed up to the meeting. Commissioner Murphy explained the history of Dave Douglass Park to the new Commissioners and the need for more field space. Commissioner Murphy will present six month report to Council in January.

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

Communications-Commission/Staff Statements and Requests
Commissioner Salinas asked staff to look into partnership options. Commissioner Stephens would like to see what percentage of trees by species and what the top five trees are in the City. Commissioner Romero would like to see more donations of equipment for the Boxing Program. Vicente Escobedo could be interested in donating gloves and equipment. Engel informed that Commission on the "postmortem" of the July 4th event and that the Woodland Recreation Foundation is no longer interested in running the whole event.

Other Business (None)

Business Items for Next Meeting:
January 23, 2012
Budget and Finance Committee Report
Chair and Vice Chair Election

Next Meeting Date: January 23, 2012, 6:30 p.m.

Adjourn: meeting adjourned at 8:15 p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department

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

Commission Meeting Minutes January 23, 2012

Call to Order
Meeting convened at 6:35 p.m. at the Woodland Community & Senior Center, 2001 East Street, Woodland, California by Commissioner Murphy.

Commissioners Present: Murphy, Stephens, Salinas, 2 Vacant
Absent: Groom, Romero
Staff: Engel, Haynie, Sanders,

Pledge of Allegiance

Public Comment

David Wilkinson from the Woodland Tree Foundation, invited the commission to the March 10, 2012 Arbor Day event at City Park starting at 9 a.m. The foundation will be planting 40 trees in Woodland. Mr. Wilkinson invited people interested in the events to visit the foundations web page at woodlandtree.org, additionally; Mr. Wilkinson requested permission to place a monument at City Park near the corner of Walnut/Oak Street. The monument will explain that the Paradox Walnut tree was donated and planted by Luther Burbank on Arbor Day in 1925.

Luther Burbank (7 March 1849 – 11 April 1926) was an American botanist, horticulturist and a pioneer in agricultural science. He developed more than 800 strains and varieties of plants over his 55-year career. Burbank's varied creations included fruits, flowers, grains, grasses, and vegetables. He developed a spineless cactus (useful for cattle-feed) and the plumcot.

Sanders stated that staff did not have any issues with the request and would work with Mr. Wilkinson.

Consent Calendar
Commission Minutes of November 28, 2011

Commissioner Salinas made motion to accept the November 28, 2011 minutes with changes he will give to staff, Commissioner Stephens seconded the motion. Motion carried 3-0.

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

Communications Written-Staff Reports

Recreation Division Report-Christine Engel
Engel informed the Commission that the YMCA has decided to continue their lease of the Fitness Center for one more year. The Y's is currently doing a membership drive and looking for volunteers to run the program in order to save on staff costs.

Engel also informed the Commission that staff was looking for Score Keepers for the upcoming softball season. The summer 2012 guide will be published and delivered by the end of February. The summer park program is adding Beamer Park back as a site for Summer Time Fun Club. Staff has received a grant that will provide 30 "Camperships" to the summer park program. Engel explained that on December 16, 2011 the gym was rented for a televised boxing event. The promoter is returning for another event on March 3, 2012 and Vicente Escobedo will box in the main event. Vicente learned to box in the Parks & Recreation boxing program and went on to the Olympics before he turned professional.

Parks Report/Street/Tree Report-Rob Sanders
Sanders informed the Commission that staff had met with Sportex, the supplier of the synthetic turf at the Sports Park. They made suggestions on additional equipment that would benefit our field maintenance program and stated that the rule against cleats was a positive step in extending the life of the fields.

Presentations-None

New Business-Action Items

New Officers
This is tabled until all Commissioners can be present.

New Business- Information Items

Old Business-Action Items (None)

Old Business-Information Items

YMCA Update
Engel provided this information during “staff reports”.

Work Plan
Discussions on the work plan were moved to the February meeting.

Committee Reports

Budget & Finance Committee Report
Commissioner Salinas will update Commission at the February meeting.

Communications-Commission/Staff Statements and Requests
Commissioner Stephens discussed the planters on the south side of Gibson Road and the need to address the poor condition of the trees. Sanders responded that the required funds were not available to address this and other plant issues in Springlake, at this time. Commissioner Stephens asked aboutthe 102 Interchange and the plans for those planting areas. Sanders explained that Gateway L&L would fund the east side and the Gibson L&L would fund the Westside. The remaining improvements would be funded by the developer. Commissioner Stephens asked what safeguards were in place so that the soil is properly amended before planting so that the issues at Springlake will not be duplicated in this area. Sanders explained the planters will be emptied of the soil and debris and refilled with new soil.

Commissioner Murphy stated that the Crawford Tennis Courts seem in worse condition than the other courts.

Commissioner Murphy asked Robert Marin, President of Woodland Soccer Club to tell the Commission about the State Cup Tournament that WSC was hosting at the Woodland Sports Park. Mr. Marin informed the Commission over 600 teams has played soccer during the State Cup playoffs. Mr. Marin was very pleased to inform the Commission that the girl’s team that Mr. Marin coaches won their semi final matches and have made it into the State Cup finals. Commissioner Salinas stated that Woodland was being put on the map with youth soccer. Commissioner Murphy said that he attended the tournament and was pleased to see so many families enjoying the event. Commissioner Murphy wanted to thank WSC for their efforts on this event.

Mr. Marin stated that without the ability to charge for parking WSC is missing out on fundraising opportunities. Engel suggested a field trip with staff at the Sports Park since staff thinks that charging a gate fee should work out well at the Sports Park and help them achieve their fundraising objective without affecting other users at the facility.

Other Business (None)

Business Items for Next Meeting:
February 27, 2012
Chair and Vice Chair Election
Dave Douglass Update
Arbor Day Update

Next Meeting Date: February 27, 2012, 6:30 p.m.

Adjourn: meeting adjourned at 7:13 p.m.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: March 20, 2012

SUBJECT: Proclamation Naming April 8^{th} – 14^{th} 2012 as National Public Safety Telecommunications Week

Report in Brief

Council is asked to Proclaim April 8^{th} – 14^{th}, 2012 as National Public Safety Telecommunications Week.

It is recommended that Council issue a Proclamation declaring April 8^{th} – 14^{th}, 2012 as National Public Safety Telecommunications Week.

Background

National Public Safety Telecommunications Week was established to raise awareness of the hard work and dedication of 9-1-1 calltakers, dispatchers, and other telecommunications staff. These include the technicians that maintain radio and emergency phone systems, those that train communications staff and the supervisors, and managers of communications centers across the country. Telecommunicators provide a vital link to the public safety services on which Americans rely every day.

Public Safety telecommunicators perform the mission critical tasks behind the scenes supporting police, fire and emergency medical personnel on the street. This week each year is a small way our community can share our gratitude for the telecommunicators who are just a phone call away in times of personal or national crisis.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends adoption of a Proclamation declaring April 8th – 14th, 2012 as National Public Safety Telecommunications Week.

Prepared by: Dan Bellini
Chief of Public Safety

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Interim Kevin O'Rourke
City Manager

Attachment: Proclamation of Appreciation and Recognition of National Public Safety Telecommunications Week

Proclamation
National Public Safety Telecommunications Week
April 8th – 14th, 2012

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Yolo Emergency Communications Agency; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link between the citizen and the public safety responder who may apprehend a criminal, save their possessions from fire, save their life or the life of a loved one; and

WHEREAS, Public Safety Telecommunicators of YECA have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients.

THEREFORE BE IT RESOLVED, that the City Council of Woodland declares the week of April 8-14, 2012 to be National Telecommunications Week in Woodland in honor of the men and women whose diligence and professionalism keep our community and citizens safe.

Signed this _____ day of ____________ 2012.

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City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Proclamation – Día de los Niños

Report in Brief

Children's Day (El Día de los Niños) was founded in 1925 as a means of bringing attention to the well-being and importance of children. In 1996, children's book author Pat Mora encouraged the linking of El Día de los Niños to a program supporting literacy for children, El Día de los Libros, (Book Day).

Staff recommends that Council proclaim the annual recognition of the Día de los Niños as April 30, 2012.

Background

This program is nationally recognized and came about through grants from the W. K. Kellogg Foundation and the Association for Library Service for Children. Support continues to grow with additional sponsors to recognize our children and the continuing need for literacy for all young people.

Recommendation for Action

It is recommended that Council proclaim April 30, 2012 as the Día de los Niños and encourage citizens to participate in activities to support this day.

Prepared by: Ana Gonzalez
City Clerk

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Kevin O'Rourke
Interim City Manager

Attachment: Proclamation

City of Woodland

MAYORAL PROCLAMATION

DESIGNATING APRIL 30, 2012 AS DÍA DE LOS NIÑOS: CELEBRATING YOUNG AMERICANS

WHEREAS, many nations throughout the world, and especially within the Western hemisphere, celebrate Día de los Niños on the 30th of April, in recognition and celebration of their country's future--their children; and

WHEREAS, this celebration exists in Yolo County because of the partnership between government agencies, non-profits and community members; and

WHEREAS, children are the center of families and represent the hopes and dreams of the people of Yolo County and children should be nurtured and invested in, to preserve and enhance economic prosperity, democracy, and social responsibility; and

WHEREAS, Latinos in the State of California, the youngest and fastest growing ethnic community in the State, continue the tradition of honoring their children on this day, and wish to share this custom with the rest of the State; and

WHEREAS, the primary teachers of family values, morality, and culture are parents and family members, and we rely on children to pass on these family values, morals, and culture to future generations; and

WHEREAS, the importance of literacy and education are most often communicated to children through family members; and

WHEREAS, families should be encouraged to engage in family and community activities that include extended and elderly family members and encourage children to explore, develop confidence, and pursue their dreams; and

WHEREAS, the designation of a day to honor the children of the County of Yolo will help affirm for the people the significance of family, education, and community; and

WHEREAS, the designation of a day of special recognition for the children of the County of Yolo will provide an opportunity for children to reflect on their future, to articulate their dreams and aspirations, and to find comfort and security in the support of their family members and communities; and

WHEREAS, the National Latino Children's Institute, serving as a voice for children, has worked with cities throughout the country to declare April 30th as `Día de los Niños: Celebrating Young Americans'--a day to bring together Latinos and other communities nationwide to celebrate and uplift children; and

WHEREAS, the children of a nation are the responsibility of all its people, and people should be encouraged to celebrate the gifts of children to society--their curiosity, laughter, faith, energy, spirit, hopes, and dreams.

NOW, THEREFORE, I, Artemio Pimentel, Mayor of the City of Woodland do hereby join the residents of Woodland and cities across the United States to observe the day with appropriate ceremonies, including activities that center around children’s interests; Develop skills; Instill confidence; Capture children’s dreams and hopes; Involve families and community; Reflect cultural diversity; Inspire and empower new generations of achievers; Create advocacy for children’s issues and Engage civic leaders, media, sponsors and volunteers.

Dated this 3rd Day of April, 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: April 3, 2012

SUBJECT: Community Development Department's *Quarterly* Status Report

Report in Brief

Attached is the new Community Development Department's *Quarterly* Status Report that highlights the status of major development projects. Below are the scheduled dates for City Council to receive the Quarterly Report in fiscal year 2012/2013.

Dates: April 2012 July 2012 October 2012 January 2013

Prepared by: Evis Morales
Management Analyst

Reviewed by: Nicholas J. Ponticello
CDD Director

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Kevin O'Rourke
Interim City Manager

Attachment: CDD Quarterly Project Status Report

DETAILED PROJECT LISTING

Changes will be highlighted in bold

PLANNING

Project: **Spring Lake**

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

Location: n/a

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

Status: Spring Lake City Council Subcommittee Reviews

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

- On October 6, 2009 the City Council recommended that staff proceed with measures to complete the financing proposal and allow release of "Second Release" Building Unit Allocations (BUAs).
- The update to the SLIF fees were approved by City Council on January 19, 2010 and updated fees became effective on January 20, 2010. The updated fee provides an increase of $809 per home. Final review of the SLIF Nexus study and fee update was approved by the City Council on February 16, 2010 and the urgency ordinance was extended.
- Proposed amendments to the BUA Ordinance were approved by City Council on October 5, 2010. The amendments allow the third release to be concurrent with second release; and allow the City to consider the possibility of increasing the maximum BUA allocation.
- Staff is working to facilitate the completion of Pioneer improvements in front of Pioneer High School.

Project Application Review (Norris)
Active applications are summarized below:

- Cal West Tentative Map submittal: Cal West Investors, LLC has submitted a Tentative Map application for 113 lots on a portion of the site located east of Hwy 113, north of future Farmers Central Rd and west of Harry Lorenzo Avenue. **At this time applicant has chosen to not continue funding the remaining work on the application.**

- Parkview: A proposal to amend the Spring Lake Specific Plan zoning to downzone the R-20 multi-family designation to an R-8 designation on the parcel located south

Project: **Spring Lake**

of Mack Way and east of Meikel Avenue and to change the school designation to an R-8 density on the 10 acre parcel located north of Mack Way and east of Meikle Avenue and south of Jack Slaven Park. **The land use amendments and Tentative Map were approved by the Planning Commission on January 19, 2012. Follow up work is required, however, prior to scheduling for City Council to resolve Spring Lake financing and BUA/release issues. Staff is working with the applicant and Spring Lake development community on this matter.**

- Spring Lake Central inquiries: This site is currently bank owned, however, it is currently up for sale. Staff continues to meet with prospective buyers and interested parties to inform them of Spring Lake standards and requirements for this property. This is a key piece of the development and the ability to do future public bond financing hinges on this property being in private ownership.

- Spring Lake Neighborhood Meeting: The City continues to hold and/or attend Spring Lake neighborhood meetings as requested by the neighborhood. The City also responds to the Spring Lake neighborhood web site to answer questions and provide information.

Project: **Gateway II**

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

Location: The project site is currently located in Yolo County, south of the existing Gateway I center east of County Rd 102 and north of Gibson Rd.

Description: The project site encompasses approximately 154 acres in size and proposed a mix of retail and auto related uses. The current City of Woodland General Plan land use designation is Urban Reserve. The current Yolo County Zoning designation for the site is Agriculture (A-1). Surrounding land uses include the approved Woodland Gateway commercial center under construction in the City to the north, agricultural land in the County to the south, residential development in the City to the west, and the City Wastewater Treatment Plant to the east.

The project includes an annexation, a General Plan Amendment to re-designate and prezone the site for **63.2 Acres of** General Commercial development **and approximately 92 acres of Agriculture,** in order to accommodate a future commercial development. In addition, a General Plan Amendment to modify the acceptable level of service from (LOS) from C to D for County Road 102 (CR 102) from Maxwell Avenue south to the City limits is also requested. The specifics of the commercial development are not in the project application.

Status: The Gateway II Final EIR was approved were approved by City Council at their September 20, 2011 meeting. **The Prezoning and Development Agreement were approved by City Council at their December 7, 2011 meeting.**

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

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

Location: n/a

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

Status: **The Historical Preservation Commission meets on the Third Wednesday of each month as necessary depending on availability of review matter**.

HPC has determined that with available staffing, the two key priorities of the Commission at this time are Heritage Home Awards and review of demolitions and development projects in the Downtown National Register District. An additional priority that has been carried forward is the modification of the Historic Resources Ordinance 12A. This is required in order to apply for Certified Local Government Status.

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

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

Location: The project is located on East Street south of the County Fair Mall and north of the Senior and Community Center.

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

Status: **The applicant has put the application on hold while they determine whether they wish to move forward and if they wish to amend the development concept. With the previous application review,** the draft Initial Study and Mitigated Negative Declaration was released for 30-day review. With the current application the applicant is requesting the following entitlements from the City of Woodland:

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

Project: **Cinema West**

Phase: Application on hold. **PM:** Hanson

Location: The project is located at 801 Main Street.

Description: **The project application was submitted in November 2010 and was deemed incomplete on December 10, 2010. There has been no response by the applicant to resubmit required application materials.** The project is proposing 35,000 sq. ft of theater and 15,000 sq, ft of retail space.
The project review includes a Conditional Use Permit, Site Plan, Design Review, , and environmental review.

Status: **The application was deemed incomplete for processing on December 10, 2012. The applicant has not provided further information.**

Project: **CommuniCare Health Centers**

Phase: The Planning Commission has approved a CUP. **PM:** Hanson

Location: The project is located at southwest corner of West Beamer and Cottonwood Streets.

Description: Construction of a 21,053 sq. ft medical clinic.

Status: The project was approved by the Planning Commission on July 20, 2011. **Anticipated submittal for Building Plan Review is expected soon.**

Project: **Velocity Island Park at Dubach Park (Wake Board Cable Park)**

Phase: Project is under review by city staff **PM:** Hanson

Location: The project is located at Dubach Park (detention basin) Highway113 & Interstate5.

Description: The project is ***Velocity Island Park***, a cable wake board park within the 15-acre Dubach Park (detention basin). The facility is an outdoor recreation activity for people to wakeboard, using an overhead tow line to wake board the circumference of a proposed 9-acre lake. The facility proposes 76 parking spaces, restrooms (624 sq. ft.), operations building (1,200 sq. ft.) and observation deck, and starting docks.

Status: **The Initial Study is being prepared and the project will be circulated for review.**

Project: **Knaggs/Adams Annexation Request: A request to annex to the City the approximately 150 acres of land located at the NE corner of Main Street and CR 102. Rubicon Partners is the applicant.**

Phase: Initiation of the CEQA process **PM:** Sokolow/RBF

Location: The project is located at the NE corner of Main Street and CR 102.

Description: The applicant has submitted an application to initiate the proposed annexation of land which has a General Plan designation and Pre-Zoning designation for Industrial. Environmental review is required and future LAFCO review. The applicant has also submitted a tentative map for review and processing. The City has contracted with the firm of RBF to manage the environmental analysis for the site.

Status: **All technical studies used for the environmental review have been completed and staff is finalizing the Draft EIR for circulation to the public.**

Project: **Inland Terminal, (Agriform) request to add a 52,000 square foot dry fertilizer building on 18.56 acres adjacent to the nine (9) 600,000 gal storage tanks.**

Phase: Plan Check **PM:** Norris

Location: The property is located at 1002 N East Street and is east of Hwy 113 and south of CR 18C.

Description: Project request includes a modification of the existing Conditional Use permit, Site Plan and Design Review and a Mitigated Negative Declaration.

Status: The project was approved by the Planning Commission on May 19, 2011. **The applicant's public art proposal will be revised by the Planning Commission on March 15, 2012. The project is under construction and has been issued a Temporary Certificate of Occupancy**.

Project: **SACOG/MTP/RHNA**

Phase: Continued attendance and participation in long range planning efforts **PM:** Norris

Location: n/a

Description: Staff participation in regional and locally focused long range planning efforts.

Status: **(No Change)** Continued participation. Staff met with SACOG, County, and local governments to discuss the methodology regarding housing allocation number for the next housing element cycle in 2013.

Project: **Yolo County Transportation District**

Phase: Building plans under **PM:** Hanson

Project: **Yolo County Transportation District**
review

Location: The project is located at 350 Industrial Way

Description: The project proposes improvements to the project site in order to expand the Yolo County Transportation District administrative operations, dispatch, and maintenance facilities. In particular, the Project proposed the following improvements:

• Construction of a new 7,110-square-foot administration building, located on the eastern side of the existing large shop and south of the existing administration building, to accommodate current and planned YCTD administrative staff and functions
• Conversion of the existing administration building (3,100 square feet) to dispatch and operations uses and construction of an approximately 1,730-square-foot dispatch and operations addition located on the western side of the converted building, for a total of approximately 4,830 square feet of dispatch and operations space
• Conversion of a portion of the small shop to storage and a fare box vault
• Demolition of the existing modular building
• Construction of a new containment structure, with a footprint of approximately 3,000 square feet, over the existing bus wash
• Construction of an outdoor employee comfort space to the north of the proposed dispatch and operations addition
• Installation of an aboveground 10,000-gallon diesel tank, including spill-proof accommodations and fueling island, on 0.34 acre of the currently undeveloped northern portion of the site
• Construction of a new bus parking area on approximately 1.05 acres of the currently undeveloped northern portion of the site (proposed northern parking area)
• Construction of a new bus driveway that would allow two-way bus traffic to and from the proposed northern parking area from Cannery Road
• Addition of 41 new employee and visitor, bus, and paratransit parking spaces
• Construction of a 2- to 5-foot high retention wall around the developed portion of the site where most building structures are located
• Safety and security improvements, including fencing upgrades around employee parking and the perimeter of the site, and an automatic gate system
• Other site improvements, including drainage, lighting, and landscaping

Status: **(No Change)** The project is under construction.

Successor Agency/Former Redevelopment

Project: **New Woodland Courthouse**

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

Location: The project is located at 1000 Main Street.

Description: Construction of 163,066 square foot courthouse at an estimated cost of $165.3 million to consolidate all of the court's operations at one location in downtown Woodland and increase the number of courtrooms to 14. The project will also include the provision of on- and off-site parking to support the new courthouse. The State Administrative Office of the Courts (AOC) is responsible for design and construction of the project as well as the acquisition/design/construction of the off-site parking. The Redevelopment Agency acquired the property for the new courthouse and handled the relocation of the court site's tenants.

Status: **The AOC late last year selected Hensel Phelps, a general contractor based in Colorado, as the construction manager at risk/general contractor for the New Woodland Courthouse project. Hensel Phelps will staff the project from its San Jose office and anticipates bidding out the individual construction trades for the project late this year.**

Project: **Facade Grants/Interior Loans**

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

Location: Various locations in the Redevelopment Area.

Description: Downtown storefront improvement program, which will award up to $30,000 in matching funds per applicant for each storefront, and loans for interior improvements.

Status: Porter Building (501-511 Main Street) – The Agency Board on June 21, 2011 approved a loan of $200,000 to assist the property owners with the construction of the required improvements for occupancy of the second and third floors of the Porter Building. A new PG&E transformer needed for occupancy of the upper floors was installed last year while work on bringing the elevator on line and improving the electrical system on the second floor continues.

Oddfellows Building (723 – 729 Main Street) – On June 21, 2011 the Agency Board approved a loan of $112,500 to assist the property owner with interior improvements for the Oddfellows Building. **The interior improvements were completed in January and the Common Grounds coffee shop opened up on the first floor during the same month.**
Muscle World Building (514 Main Street) **–** On June 21, 2011 the Agency Board approved a loan of $100,000 to assist the property owners with interior improvements to the Muscle World Building. The property owners also received an over the counter façade reimbursement grant of up to $90,000. **First floor interior improvements and façade work are expected to begin this spring.**

Hunt Building-Sean Denny (416 – 418 First Street) – **All work on the façade is complete with the exception of the installation of signage. A new tenant began leasing the property owner's vacant office space in February.**

Jackson Building (Former Morrison's location, 426 First Street) **-** – On May 3, 2011 the Agency Board approved a loan of $245,000 to assist the property owners with interior improvements to the Jackson Building. The property owners also received an over the counter façade reimbursement grant of up to $90,000. **Interior improvements have been**

Project: **Facade Grants/Interior Loans**

completed and the facade work is nearly complete. Mojo's Lounge and Bar and the Restaurant 428 opened up on the first floor of the Jackson Building in January.

Project: **Casa del Sol Mobile Home Park**

Phase: Construction **PM:** Ross

Location: Project is located at 621-709 East Street.

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

Status: **The HOME loan was approved and the developer has installed 30 new coaches that were manufactured in Woodland by Skyline Homes.**

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

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

Location: The project would improve Main Street between Third and East Streets.

Description: Grant application to fund construction of streetscape improvements (landscaping, sidewalks, bulb outs, traffic signal, etc.).

Status: **(No Change)** In January 2010, the SACOG Board of Directors approved $915,000 in grant funds under the SACOG Community Design Program for the City's project. SACOG has not yet made a determination on when the funding will be available for the City's project. Staff submitted a new grant request for $100,000 in July 2011. SACOG will review the applications and announce awards in early 2012.

Project: **Farmer's Market**

Phase: Design **PM:** Ross

Location: Freeman Park-6th and Main Streets

Description: Design of park improvements to better accommodate the Farmer's Market.

Status: Design work is continuing. There was good response at the community meeting held August 27 and lively discussion ensued. Community input was received and recorded at that meeting and over 400 community residents were surveyed in person or by phone. Most of the ideas focus on creating more activities in the park that attracts more people.

Project: **CDBG Administration**

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

Location: n/a

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

Status: **Staff has begun the application process for funding projects for FY12-13 allocation. Staff is also preparing an amendment to this year's allocation in order to distribute additional income that was received through loan repayments.**

Project: **Inclusionary Housing Program**

Phase: Ongoing **PM:** Sokolow

Location: n/a

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

Status: **Standard Pacific (Huntington Square) has released three low-income affordable units and Pulte (Starlyn Park) has released one moderate- income unit and one low-income unit. Staff continues to work developers to identify potential buyers. To date, three low-income units have closed escrow. A fourth low-income unit is in escrow.**

BUILDING

Project: **Porter Building/Cambridge College Tenant Improvement**

Phase: Construction **PM:** Luevano

Location: The project is located at 501 – 511 Main Street.

Description: Seismic Retrofit/Tenant Improvements.

Status: **(No Change)** Permanent Certificate of Occupancy was issued for the first floor. Staff is receiving calls from people requesting construction information on the second floor; however no plans have been received. Cambridge College is now holding classes at the Porter Building Monday through Friday with approximately 180 students attending, while work on the building continues.

Project: **Yolo County Transportation District**

Phase: Construction **PM:** Luevano

Location: The project is located at 350 Industrial Avenue.

Description: Construction of a new 7,110-square-foot administration building, located on the eastern side of the existing large shop and south of the existing administration building, to accommodate current and planned YCTD administrative staff and functions.

- Conversion of the existing administration building (3,100 square feet) to dispatch and operations uses, construction of an approximately 1,730-square-foot dispatch, and operations addition located on the western side of the converted building, for a total of approximately 4,830 square feet of dispatch and operations space
- Conversion of a portion of the small shop to storage and a fare box vault
- Demolition of the existing modular building
- Construction of a new containment structure, with a footprint of approximately 3,000 square feet, over the existing bus wash
- Construction of an outdoor employee comfort space to the north of the proposed dispatch and operations addition
- Installation of an aboveground 10,000-gallon diesel tank, including spill-proof accommodations and fueling island, on 0.34 acre of the currently undeveloped northern portion of the site
- Construction of a new bus parking area on approximately 1.05 acres of the currently undeveloped northern portion of the site (proposed northern parking area)
- Construction of a new bus driveway that would allow two-way bus traffic to and from the proposed northern parking area from Cannery Road

Status: **The project is moving forward and nearing completion.**

Project: **Party Store**

Phase: Construction **PM:** Luevano

Location: The project is located at 1386 East Main Street “Cross Roads”

Description: The remodel of 12,700 square-foot retail space.

Status: **The project is under construction; permit issued in November but construction did not start until February.**

Project: **Chase Bank**

Phase: Construction **PM:** Luevano

Location: The project is located at 304 Main Street

Description: The construction of a new 4,120 square-foot Chase Bank with remote drive-up banking.

Status: **The project is complete. Public Art was installed over the last month. A Certificate of Occupancy has been issued.**

Project: **Black Dragon Brewery**

Phase: Construction **PM:** Luevano

Location: Located at 175 W Main Street.

Description: Small micro-brewery and tasting room/brewpub with liquor sales (both on and off site)

Status: **The project was issued a Certificate of Occupancy for the retail store; the brewery is still under construction.**

Project: **Target Expansion**

Phase: Construction **PM:** Luevano

Location: Located at 2050 East Beamer Street

Description: 344,065 square foot addition to existing 1.5 million existing warehouse.

Status: **Exterior is complete. Interior finishes are being installed.**

Project: **Agriform / Inland Terminals**

Phase: Construction **PM:** Luevano

Location: The project is located at 1002 North East Street

Description: The construction of a new 54,304 square foot building.

Status: **The building has been issued a Temporary Occupancy Permit. Product is being delivered by rail car.**

Project: **Subdivisions Under Construction**

Subdivision: Huntington Square by Standard Pacific Homes

Location: Matmor Road and Sports Park Drive.

Description: **A 163 lot single family home subdivision. Forty-one (41) homes have been issued with four (4) under construction.**

Subdivision: Starlyn Park by Centex/Pulte Homes

Location: East Gibson Road and Ogden Street

Description: **A 79 lot single family home subdivision. Twenty-six (26) homes have been issued permits with nine (9) under construction.**

	Building Division Year to Date
Permits Issued	880
Total Inspections	2,522 total inspections; 15.6 per day
Total Revenue	**$296,660**
Total Valuation	$24,756,737

Projects Finaled Since Last Quarterly Status Report

The following projects were finaled within the last three months:

1. 601 Main Street; Seismic upgrade; ADA improvements; and new store front
2, 1830 East Main: Popeye's Chicken Tenant Improvement.
3. 467 Pioneer: Yolo Coffee Company tenant improvement and reuse of Starbucks space.
4. 460 N Pioneer; Tenant Improvement for a 38,000 sq. ft. warehouse: 19,000 sq ft office with 16,000 sq. ft of warehouse.
5. 428 First Street-"MOJO's": Issued Certificate of Occupancy. Open for business.
6. 729 Main Street: Common Grounds Coffee in the Odd Fellows Building.
7. Pacific Dental Services Office Expansion TI, 2041 Bronze Star Drive

Project: **Plan Review**
Phase: n/a **PM:** Essenwanger

Location: n/a
Description: Projects currently being plan checked in CDD's Building Inspection division.

Status: The following projects: in review or completed within the last three months.

1. **Olam Tomato Processors Warehouse Electrical TI, 1400 Churchill Downs Avenue, has been reviewed, and approved.**
2. Yolo County Transportation District Diesel Fueling Facility, 350 Industrial Way PC1 submittal received, reviewed, and comments sent. **Plan Check 2 revisions received, reviewed, and approved.**
3. **Agriform Water Tank for Fire Fighting, 2002 N. East Street, has been reviewed and approved**.
4. **AT&T Office HVAC Upgrade Project, 629 Lincoln Avenue, has been reviewed and approved.**
5. **Broekema Beltway USA Warehouse Office17456-ft2 Tenant Improvement,**

Project: Plan Review

460 N Pioneer Avenue, has been reviewed and approved.

6. **Yolo County Housing Authority Playgrounds ADA, 1285 & 1230-12244 Lemen Avenue, has been reviewed and approved.**
7. **Coffee Shop TI on IOOF Hall, 729 Main Street, has been reviewed and approved.**
8. **Pacific Dental Services Office Expansion TI, 2041 Bronze Star Drive, reviewed and approved.**
9. **City of Woodland Pump Building, 1001 Main Street, has been reviewed and approved pending submittal of wet-signed for-construction plan sets.**
10. **Radio Shack Warehouse Steel Awnings, 660 N Pioneer Avenue, has been reviewed and approved.**
11. **Agriform Inland Terminal 54,000-ft2 S-2 Fertilizer Storage Building – Revisions to Approved Plans Submittal for Revised Electrical Room Structural Plans, 1002 N East Street (Hwy 113 & County Rd 18C), has been reviewed and approved.**
12. **Jackson ADA Bathroom Remodels, 428 First Street, has been reviewed and approved.**
13. **Target Distribution Center 363,000-ft2 Expansion -- DEFERRED Fire Barrier submittal for Horizontal Exits, 2050 E Beamer Street, has been reviewed and approved.**
14. **Yolo Co Transport Dist 4-Solar Light Poles at Bus-stop at County Fair Mall, 1264 E Gibson Road, has been reviewed and approved.**
15. **Adams Grain Dust Collection Structure Deferred Electrical Plans Submittal, 1006 East Street, has been reviewed and approved.**
16. **Stallard Commercial Building Seismic Retrofit & ADA Updates, 610 Main Street, has been reviewed and approved.**
17. **Party City 12,700-ft2 Retail Tenant Improvement, 1386 E Main Street, has been reviewed and approved.**
18. **Woodland Hotel Cell-Communications Antennas replaced & new electrical cabinet, 436 Main Street, has been reviewed and approved.**
19. **Jackson ADA Bathroom Remodels (Old Morrison Bldg), 428 First Street, has been reviewed and approved.**
20. **Popeye's Louisiana Kitchen Restaurant tenant improvement in former Burger King building, 1830 E Main Street, has been reviewed and approved.**
21. **Herbal Life Commercial TI in County Fair Mall, 1264 E Gibson Road, has been reviewed and approved.**
22. **Razz Yogurt Shop TI – revisions to approved plans Submittal for Revised ADA Route of Travel to Public Sidewalk, 353 W Main Street, has been reviewed and approved.**
23. **PGP Industrial Bag House, Filter and 90-ft Cross-Over Truss FOUNDATION ONLY Permit, 351 Hanson Way, has been reviewed and approved.**
24. **Yolo Coffee Shop Grease Interceptor, 421 Pioneer Avenue, has been**

Project: Plan Review

reviewed and approved.

25. **DK's Place Pizza Parlor Tenant Improvement, 1495 East Street #A, has been reviewed and approved.**
26. **Yolo Co Housing Authority Playgrounds ADA – revisions-to-approved-plans for Revised HUD Disabled Access Ramps, 1285 & 1230-12244 Lemen Avenue, has been reviewed and approved.**
27. **PGP Ducting for Baghouse, 351 Hanson Way, has been reviewed and approved.**
28. **Fruteria Mi Destino Market TI, 175 W Main Street Unit-A, submittal has been received and initial plan review comments sent to applicant for revisions.**
29. **Wallace Music & Audio-Visual Store TI, 527 Main Street, has been reviewed and approved.**
30. **PGP Five Make-Up Air Roof Fans, 351 Hanson Way, has been reviewed and approved.**
31. **Broekema Beltway USA Plant – Electrical upgrades, 460 N Pioneer Avenue, has been reviewed and approved.**
32. **AT&T Wireless 285-feet tall Cell Tower Upgrades, 824 N East Street, has been reviewed and approved.**
33. **Western Power Products Office infill in Warehouse TI, 1542 Tanforan Avenue, has been reviewed and approved.**
34. **Burger Saloon & Grill (in former Capital Saloon & Grill location), 601 Main Street, has been reviewed and approved.**
35. **La Fogata Dining Courtyard Addition, 906 Main Street, submittal has been received and initial plan review comments sent to applicant for revisions.**
36. **Applebee's Restaurant Tenant Improvement, 1790 E Main Street, has been reviewed and approved.**
37. **The Andersons Commercial Modular Railroad Office, 1144 Oak Avenue (on the California Northern Railroad Property), has been submitted and is in the process of being reviewed.**
38. **Westgate Shopping Center ADA Path of Travel & Parking Lot Upgrades, 353 W Main Street, has been reviewed and approved.**
39. **Forty-six (46) residential remodel projects have been reviewed and approved**
40. **Twenty-two (22) Commercial Sign projects have been reviewed and approved.**
41. **Nineteen (19) residential remodel photovoltaic solar system projects have been reviewed and approved.**
42. **Fifteen residential addition projects have been reviewed and approved.**
43. **Ten (10) residential fire-damage repair projects have been reviewed and approved.**
44. **Ten (10) residential patio cover projects have been reviewed and approved.**
45. **Three (3) residential walls and fences have been reviewed and approved.**

Project: **Plan Review**

46. **Three (3) residential swimming pool projects have been reviewed and approved.**

47. **Four (4) additional commercial revisions-to-approved and deferred submittals have been reviewed and approved.**

Project: **Code Enforcement**

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

Location: n/a

Description: Major code enforcement efforts.

Status: <u>ONGOING CASES</u>

1. **Implementation of Tyler/Eden database software to track code compliance cases.**
2. **132 Fifth Street – Intentional blockage of sewer line which flooded all six units of downstairs of multi-family apartment complex: The Red Cross relocated four families which were displaced due to the sewage backup. Staff contacted property owner(s) to hire a plumber immediately to avoid the displacement of the upstairs tenants due to lack of water. A plumber arrived at 1:30p.m. and was finished clearing the line at 3:00 p.m., and water was re-established at 3:15p.m. A restoration/cleanup company has been hired to do the necessary work to make the bottom units habitable once again. Once work is complete, staff will verify if they are cleaned to the City's satisfaction prior to allowing the bottom units to be re-occupied.**
3. **628 California Street – Illegally converted garage into a residential unit without building permits or inspection.**
4. **719 Cleveland Street – Single family residence illegally converted into a duplex without the required building permits or inspections.**
5. **152 Walnut Street – Unsecured vacant building (foreclosure) and junk/debris accumulation.**
6. **417 W. Southwood Drive – Storage container being stored in driveway area in excess of one year in time.**
7. **322 Main Street – Old State Theater – Junk/debris accumulation, homeless encampment and graffiti.**

<u>ONGOING ISSUES</u>

- Business license inspections and violations.

ENGINEERING

Project: **Spring Lake Implementation**

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

Location: n/a

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

Status: **(No Change)** Staff is working on facilitating various developments in Spring Lake from the first and second release.

Project: **Pulte/Centex/Beeghly**

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

Location: The project is located north of Marston Drive at the intersection Parkland Avenue and Heritage Parkway.

Description: Residential Subdivision on Beeghly Ranch Property.

Status: Staff and City Attorney working to resolve issues with Breach of Development Agreement City attorney working with Centex's attorney to draft amendment. Staff is also working on property acquisition and Quiet title action. The City put a demand letter on Centex and after meeting with Pulte, the City has since put the demand in abeyance. **Staff is in the process of developing a Tentative Agreement with Pulte Homes.**

Project: **On Site/Off Site Civil Improvements**

Phase: Plan Check **PM:** Weichel

Location: n/a

Description: Various projects in for plan check.

Status: 2012: **One (1) Complete, One (1) Plan Checks in Process**.

Project: **Encroachment Permits**

Phase: Application Processing **PM:** Weichel

Location: n/a

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

Project: **Encroachment Permits**

Status: 2012: **Forty (40) issued and Five (5) in process.**

Project: **Solara Ranch**

Phase: Pre Submittal **PM:** Fong

Location: Project is located north of Marston Drive between Harry Lorenzo Avenue and Parkland Avenue.

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

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

Project: **CommuniCare Health Centers**

Phase: Preparing entitlement requirements. **PM:** Pollard/Fong

Location: The project is located at southwest corner of West Beamer and Cottonwood Streets.

Description: Construction of a 21,053 sq. ft medical clinic.; and parcel map

Status: **(No Change)** Project has been approved. Staff has been meeting with the Architect.

Project: **Parkview Subdivision**

Phase: Re-zone. and Tentative Map **PM:** Pollard

Location: Spring Lake at the intersection of Meikle and Heritage Parkway.

Description: Conversion of multi family and school property to SFD

Status: **(No Change)** Staff completed conditions/comments and is now reviewing DA changes for zoning and is now reviewing and preparing conditions for Tentative Map.

Project: **Pioneer Village – Unit 1 (AKA: Merritt Murphy)**

Phase: Plan Check **PM:** Fong

Location: Located north of Farmer's Central Road between Harry Lorenzo Avenue and Pioneer Avenue.

Description: Residential Subdivision in Spring Lake.

Project: **Pioneer Village – Unit 1 (AKA: Merritt Murphy)**

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

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

Phase: Tentative map **PM:** Pollard

Location: The project is located on East Street south of the County Fair Mall.

Description: 38-acre Residential senior housing subdivision.

Status: **(No Change)** Prepared revised comments and met with applicant to discuss fees.

Project: **Final Map Processing**

Phase: Processing final Maps PM: Hatch

Location: n/a

Description: Processing final Parcel Maps or Sub Division Maps for recordation and division of land.

Status: 2012: **Zero (0) Subdivision Maps completed; Zero (0) Subdivision Maps in process; Zero (0) Parcel maps completed; and Zero (0) Parcel Map in process**.

Project: **Transportation Permits**

Phase: Permit Issuance PM: Hatch

Location: n/a

Description: Receiving Requests, Processing, and issuing oversized truck permits.

Status: 2012: **138 issued.**

Project: **Subdivision 4675 Parkside**

Phase: Final Map and Plan Submittal PM: Fong/Pollard

Location: The project is located at the intersection of Matmor and Sportspark Drive.

Description: Final map for a subdivision located in the Spring Lake with 162 Residential lots and over $7 million in public improvements.

Project: **Subdivision 4675 Parkside**

Status: Construction is near completion except for Sports Park Drive and East Street intersection. City has received Court order for immediate possession of land (30 days after serving papers) to acquire property to allow for completion of the Sports Park Drive and East Street intersection improvements. Staff also reviewing requests of the developer to modify reimbursement agreements. **Partial acceptance of improvements was adopted by the City in December 2011.**

Project: **Knaggs Annexation II**

Phase: Annexation PM: Pollard

Location: See description below.

Description: Annexation of approximately 160 acres near East Main Street and Road 102.

Status: **(No Change)** Staff is starting to work on technical studies and is meeting with the applicant and consultant, and also preparing conditions for the maps and DA requirements.

Project: **Court House**

Phase: Preliminary Design PM: Fong/Pollard

Location: 5th Street and Main Street

Description: Construction of $2 million traffic, sewer, water, and sidewalk improvements to support the new Courthouse.

Status: **(No Change)** Staff met with project engineer to determine infrastructure requirements and is working with the Court to determine project processing requirements

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Project: **Heidrick II**

Phase: Final Map PM: Fong/Pollard

Location: Located south of Farmer’s Central Road between Harry Lorenzo Avenue and Pioneer Avenue.

Description: Final of 69 lots on the Heidrick tentative map in Spring Lake.

Status: **(No Change)** Applicant has requested plan review prior to map submittal. Plan review has been completed and returned to applicant. Draft agreements have been prepared for prospective buyer. Prepared revised conditions for Development Agreement Amendment. Staff is reviewing the third submittal of improvement plans. The project on hold pending applicant’s payment of funds owed.

Project:	**Parkland Landscape Design**		
Phase:	Landscape Design for Parkland	PM:	Fong
Location:	See Description below.		
Description:	Landscape plans for Parkland Avenue between Heritage and Marston between Parkland and Road 101.		
Status:	**(No Change)** Staff has received re-submittal of plans.		

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

Project:	**Road 25A (CIP 09-25)**		
Phase:	Road Rehabilitation	PM:	Fong
Location:	The road rehabilitation will occur east of Highway 113 and west of Harry Lorenzo Avenue.		
Description:	Overlay and widening to standard width of 24 feet plus shoulders.		
Status:	**(No Change)** Received funding for design from Pulte Homes and executed contract for services with Cunningham Engineering Corporation. Environmental document being prepared by consultant.		

Project:	**Starlyn Park, Phase 2**		
Phase:	Construction	PM:	Heath
Location:	South of Branigan, West of Phase 1, North Gibson, East of Shopping Center		
Description:	Construction of public infrastructure improvements.		
Status:	**Improvements have been accepted and the subdivision is in the warranty period.**		

Project:	**Misc. Encroachment Permits**		
Phase:	Construction	**PM:**	Heath
Location:	Various locations.		
Description:	Minor improvements performed with the Public Right of Way		
Status:	Encroachment Permit Inspection –**Five (5) 2011 permits are still active; Forty One (41) permits issued thus far in 2012 with twenty (20) remaining active; five (5) in process of issuance.**		

Project:	**SCADA Project**		
Phase:	Construction	**PM:**	Okupe
Location:	Various locations.		
Description:	Installation of SCADA System		
Status:	**The project is 98% complete. Wells are being brought online gradually.**		

Project:	**Surface Water Project**		
Phase:	Design	**PM:**	Baxter
Location:	Various locations.		
Description:	The project involves supplementing existing water sources with treated water from the Sacramento river.		
Status:	**The rate study in progress; intake structure design is 60% complete.**		

Project:	**South West Tank**		
Phase:	Design	**Phase:**	Design
Location:	Davis Douglass Park	**Location:**	Davis Douglass Park
Description:	The project involves building storage tanks in the south west region to provide water supply for max day and peak hour demand.		
Status:	**Design is 60% complete.**		

Project: **North East Tank**

Phase: Design **PM:** Okupe

Location: North East Area

Description: The project involves building storage tanks in the north east region to provide water supply for max day and peak hour demand.

Status: **Expecting proposal from Kamilos LLC by March 15, 2012.**

Project: **Well 28**

Phase: Construction **Phase:** Construction

Location: **Location:**

Description: The project involves construction of a new well to replace well 1.

Status: **Below ground structure has been completed; above ground under construction.**

Project: **Water Meter 3**

Phase: Design **PM:** Okupe

Location: City wide

Description: The project involves the installation of water meters on the condominium.

Status: **Easement acquisition underway; design is 95% complete.**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

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

Report in Brief

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

Staff is available to address any questions Council may have.

Compiled by: Michael Karoly, PE
Sr. Civil Engineer

Reviewed by: Brent Meyer, PE
Principal Civil Engineer
Doug Baxter, PE
Principal Civil Engineer

Reviewed by: Nicholas J. Ponticello
CDD Director

Kevin O'Rourke
Interim City Manager

Attachment: Capital Budget Status Report

MILESTONE EVENTS

08-21, Annual Sewer Repair and Replacement	**Staff opened Informal Bids for sewer system repairs; Dept. Director to award construction contract.**
09-21, Series Street Light Replacement, Phase 3	**Council approved design and authorized bidding at March 6th meeting.**
09-24, Pioneer Avenue Widening from Gibson Avenue to Farmers Central Road	**Infrastructure Subcommittee to review and recommend to City Council on March 20th; staff recommendation is to approve design and authorize bidding.**
10-08, Well 28 at Freeman Park	**Phase I well drilling work is complete and scheduled for Council acceptance on March 20th.**
12-04, 2011/12 ADA Improvements	**Awarding construction contract to RSC General Engineering.**

DETAILED PROJECT LISTING

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

Phase: Completed **PM:** Ayon

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

Status:

- Contractor started work during August 2010 and construction substantially completed during December 2011. Staff and construction management consultant **compiled** corrective items. Staff expects corrective items to be completed by Contractor by **end of** March 2012.

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

Phase: Design **PM:** Camacho

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

Status:

- Traffic Engineering staff's recommendation of the parking restriction was presented to the Traffic Safety Commission on May 2 and was unanimously approved 3-0.
- Designing traffic signal using approved recommendation of the parking restriction.

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

Phase: Design **PM:** Ayon

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

Status:

- State Funding: Per Caltrans' and FHWA's request, City staff completed **revisions to** utility relocation documents **and sent to** Caltrans **for their** review **and approval** for all project work that includes City utilities (new FHWA requirement). Once Caltrans' review **and approval** process of the utility relocation documents is complete, Caltrans and FHWA will finish processing staff's request for construction funding authorization.
- Completing design documents and including plan review comments.
- Staff plans to bid the project in spring 2012 and start construction in summer 2012.

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

Phase: Delayed **PM:** Ayon

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

Status:

- City is working with Caltrans to place this project on hold. **Existing Federal earmark funding will be used to relocate utilities**

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

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

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

Status:

- Council approval is planned for 2012.

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

Phase: Completed **PM:** Burnham

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

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

Status:

- The City Contractor has completed their contract work. City and Contractor are resolving change orders.
- **Scheduled for Council acceptance on April 17th.**

Project: **06-12, Springlake East Regional Pond**

Phase: Construction **PM:** Cocke

Description: This project will landscape the center island and western portions of the existing Spring Lake East Regional Pond. Native plants and grasses will be used to minimize future maintenance and create/maintain a natural habitat.

Status:

- The Yolo County Resource Conservation District has planted native plant material at the site. Tamarask Trees have been removed. A drip system has been installed to establish the vegetation. **Plant material is continuing to be planted, dry weather is delaying some planting.**

Project: **08-07, Surface Water Project**

Phase: Design **PM:** Baxter

Description: This project includes a regional water supply project jointly funded with the City of Davis and UCD. It would provide 21 million gallons of water per day for the City of Woodland, including storage tanks and related water transmission lines to get the high quality water into the City. Existing wells would be used to supplement peak hour and peak day water demands.

Status:

- Final Request for Proposal documents for the Design Build Operate contract is expected to be issued November 2012. Public involvement meetings and outreach is continuing. CEQA documents for amendment of water right permit underway.

Project: **08-21, Annual Sewer Repair and Replacement**

Phase: Design **PM:** Chavez

Description: Repair and/or replacement of existing sewer mains and laterals based on priorities as determined during routine maintenance work and video surveys of facilities.

Status:

- Investigating sewer trunk mains from Beamer & CR 102 to SS lift station at E. Main Street for purposes of designing rehabilitation.
- **Bids have been submitted** to repair the cracks, breaks and offsets found during the CCTV investigation on the existing sewer mains in the Sycamore Ranch/South-East Area part of town. This is the area of town where the “sinkhole” occurred a few months ago. Staff expects **repairs to be completed in** March**/April**.
- **Designing manhole rehabilitation project for flat-bottom brick manholes that are leaking/failing at various locations around town. This initial phase will consist of approximate 20-30 manholes.**
- Issuing RFP to video inspection companies to provide services to investigate and report on existing ‘Orangeburg’ laterals for future replacement.
- Designing sewer point repairs at various locations around town.
- Kentucky Ave Trunk Main east of Pioneer: Designing relining of existing 30” (35 LF) concrete pipe.

Project: **08-28, Modify Well Casings**

Phase: Design **PM:** Baxter

Description: Work to include modifications to well casings to extend life expectancy and reduce the level of nitrates in the well water. Specific wells) to be modified will be determined the year before work is to be done. At this time the most likely of wells to be modified are Wells #5, 10, 11, 13, and 17. Work will also include video inspection, cleaning, doing minor repairs to pump shaft and bearings and minor repairs to casing.

Status:

- Video inspections of Wells 17 and 5 are underway. Work is being coordinated with the Surface Water Project.

Project: **08-33, 1st Ground level Storage Tank**

Phase: Design **PM:** Okupe

Description: This project would include building a new ground level 3 million gallon tank with a booster pump station. Current location is at the west end of the holding pond at the comer of CR 98 and El Dorado. Pipeline work to connect to existing system at El Dorado and Ashley is included.

Status:

- Consultant preparing final design and bid documents.
- As requested by Council the visual impacts have been reduced by reducing the width of the tank, partially burying the tank deeper and adding more trees for screening. Landscaping will be reviewed by the Parks Commission.

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

Phase: Design (delayed) **PM:** Karoly

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

Status:

- Construction funding not available until 2013.
- Frontage improvement ideas from Freeman Park enhancements will be incorporated into project as appropriate.
- Preliminary design work delayed due to elimination of Redevelopment **Agency; awaiting confirmation of successor agency funding.**

Project: **09-15, FloodSAFE Yolo**

Phase: Pre-Design **PM:** Cocke

Description: This project engages local, regional state and federal agencies in the development of comprehensive strategies to minimize the risk of flooding from Lower Cache Creek while enhancing water supply and the ecosystem in a manner that reflect community values. The FY 2011 focus areas will be on initiating studies in cooperation with the US Army Corps of Engineers, California Department of Water Resources and other regional agencies and outreach that will inform the community of the conceptual solution.

Status:

- Due to a lack of federal funding, the state and local agencies are developing agreements to accelerate their studies and pay for the federal sponsor to provide QA/QC of their work so that when federal funding is available the federal portions will proceed in a timely manned. In addition, A meeting wes held with John Garamendi, the new House Representative for Woodland, and he was given information that I-5 will flood and become impassable during a 30 year event.
- Updated the City Council at the January 17th meeting on City Cost share and funding. Paperwork for Sponsor work in-kind in advance of the Corps has been approved by the City and State Sponsors and has been submitted to the Corps HQ. A progress meeting was held on Feb. 6, 2011. The Corps will be submitting an invoice for a total of ~$54,500 to the local Sponsors for progress to date, in the next two weeks. The Hydrology will be approved by the Sacramento District at the end of February and submitted to an Agency Review Team in March. Final Approval is expected in April.
- **No Change, still waiting for the invoice and contract signatures.**

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

Phase: Design **PM:** Karoly, Burnham

Description: Design and construct a replacement lighting system for about 1/3 of the Gibson-College circuit. CDBG Funding approved for first part of Phase 3 replacement in the Gibson-College circuit.

Status:

- **Managing** public relations effort to inform residents and property owners.
- **Council approved** design and **authorized bidding at** Mar. 6th Council meeting. **City Manager authorized to award construction contract if within budget.**

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

Phase: Completed **PM:** Heath

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

Status:

- Work started on September 28, 2009.
- The contractor has completed approximately **9, 600** meter **installations**. Contract work was completed **during December 2011**.
- Scheduled for City Council acceptance on March 20, 2012**.**

Project: **09-23, Water System Maintenance Repairs**

Phase: Pre-Design **PM:** Okupe

Description: Conduct repairs and install upgrades to the water system as part of the annual upgrade and repair project. Work may include: eliminate undersized water mains, rehabilitate unlined cast iron pipe, replace rusted service lines, cure pipe looping deficiencies, and valve replacement.

Status:

- Utility Services Associates performed leak detection work on 93 miles of the city water system and indentified 26 mostly minor leaks. All leaks repaired by city crews. Water waste eliminated is about 31 million gallons per year.
- Currently determining scope of subsequent rehabilitation work.

Project: **09-24, Pioneer Avenue Widening from Gibson Avenue to Farmers Central Road**

Phase: Design **PM:** Karoly, Heath

Description: Widen Pioneer Avenue to ultimate width (4 lanes) from Gibson to the future Collector 4 intersection (also High School entrance). Includes installing Traffic Signal at Pioneer/Collector 4, transitioning from full width road section north of Collector 4 to the existing two lanes south of Collector 4, and related sewer and storm drain improvements.

Status:

- **Obtaining right of entry from** School District **for striping and signing improvements in the High School parking and driving areas. This will minimize traffic backups into Pioneer Avenue at the new signal.**
- **At the March 6th Council meeting, project was referred to Council Infrastructure Sub-Committee for review and discussion. Sub-Committee met on March 12th and recommended the project for design approval and bid authorization.**
- **Scheduled for City Council on March 20th to approve design and authorize bidding.**
- **Bids will be opened in April. Scheduled for Council award of construction contract on May 1st.** Construction will start in June.

Project: **09-25, County Road 25A from County Road 101 to State Highway 113**

Phase: **CEQA** **PM:** Fong

Description: Pavement rehabilitation and widening of County Road 25A between Highway 113 and County Road 101. Final configuration will be a 2-lane roadway.

Status:

- Design funding provided by Pulte (Centex) in January 2010.
- Project is under design

Project: **09-27, Pioneer Widening from Farmers Central Road to Heritage Parkway**

Phase: **Completed** **PM:** Heath

Description: Construct 2-lanes of future 4-lane roadway, including street lighting, along Pioneer Avenue, south of Farmer's Central Road to Pioneer/Parkland to Parkland/Heritage Parkway, to provide better connectivity within Springlake area.

Status:

- Construction started on July 25th.
- **Construction was completed and the new roadways were opened to traffic on March 6th.**

Project: **09-31, Storz Pond Maintenance**

Phase: Construction **PM:** Cocke

Description: This contract with the YCRCD will provide on-going maintenance of the pond for minimal cost. Maintains Storz Pond to meet City and area-wide drainage needs. Funding is from Storm Drain In-Lieu revenue already collected.

Status:

- The first spring mowing and broadleaf treatment is scheduled for February. Native grasses are responding to the winter rains.
- **Broadleaf weed treatment is scheduled for March.**

Project: **10-01, Irrigation Rehabilitation Phases 3 & 4**

Phase: Design **PM:** Burnham (ph 3)
Karoly (grant admin)

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

Status:

- Phase 3 (2012) work will include complete replacement of the irrigation systems at Beamer Park (& Circle), Tredway Parks, and Buchignani Field, and installation of controllers at Everman, Clark Field, Roddy, Traynham, Streng Pond and Woodland Cemetery. This work will be constructed during summer 2012.
- Phase 4 (2013) work will include Freeman Park. Delayed due to new water well construction. Will require extension of Grant Agreement with State DWR.
- **Staff will request a redistribution of grant funds between the specific grant tasks to fully utilize the Proposition 50 funds.**
- **Completed review of the Phase 3 plans. Scheduling for Council approval of the design and bid authorization at the April 17th Council meeting.**

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

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

Description: Project will rehabilitate E. Kentucky from East Street to Harter Avenue; including adding bike lanes to close the bike system gap on Kentucky. The project will reconstruct the pavement, valley gutters and curb. This project is Federal-Aid funded by SACOG in 2012. Local funds are being used for design.

Status:

- **Continuing** utility relocation negotiations as required by FHWA regulations. This process could take six to nine months.
- **Continuing** public relations effort with fronting businesses and property owners.
- Bidding likely **to occur for** 2013 construction season.

Project: **10-08, Well 28 at Freeman Park**

Phase: Construction **PM:** Olmedo

Description: The project will construct new water well to replace the existing Well # 1. The new well will be constructed at Freeman Park.

Status:

- Phase I: Drilling of new well completed. Test pumping results yielded a low production rate. Contractor is currently swabbing or re-developing the well in the hopes of getting a higher pumping rate. Completion extended to **mid March**2012. **Council Final acceptance scheduled for March 20, 2012.**
- Phase 2 Well Equipping: opened bids on January 25th for the above ground building, facilities and well pump/motor. Council award for construction February 21, 2012. Construction expected to begin **April** 2012.

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

Phase: Design **PM:** Karoly

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

Status:

- Construction will be coordinated with Phase 3 of the Parks Irrigation Rehab (10-01) project. Work will be performed during Summer 2012.
- **Reviewed construction plans. Scheduling for Council approval of the design and bid authorization at the May 1st Council meeting.**

Project: **10-11 Treatment Plant Expansion – Biosolids**

Phase: Construction **PM:** Cocke

Description: This project consists of the disposal of biosolids that have accumulated in the storage ponds at the Water Pollution Control Facility (WPCF). To date, over twenty years of biosolids have been stored in approximately five storage ponds and the Regional Water Control Board requested that the City present a disposal plan during the application process for the waste discharge permit adopted in February 2009. The Regional Board will expect the City to begin the process for biosolids removal from the ponds in accordance with the submitted plan. The disposal plan includes removing one pond from service every other year, dry out the solids and have a disposal company contracted to remove the biosolids for either landfill disposal or farmland application. If the City does not follow through with the biosolids disposal plan by the end of the new NPDES permit cycle, which will be in 2014, then we can anticipate the Regional Board will give the City a biosolids requirement that may prove to be very costly to comply with in the next NPDES permit.

Status:

- The North Ponds # 1 through #8 have been cleaned out and the bio-solids have been moved into Pond #9. This portion of the project was accelerated in order to allow the cleaned ponds to be available to the DBO contractor as a borrow area for construction of the new Water Treatment Plant for the Woodland Davis Water Supply Project. The total volume of material moved was ~134,000 cubic yards of bio-solids. These bio-solids have been tested to be "Class A of exceptional quality" which could facilitate their use as a soil amendment. Pond # 10 of the south pond was also cleaned out to test whether it is feasible to dry and haul a pond in a single summer without causing an odor problem offsite. Pond #10 was successfully dried this summer without causing an offsite odor problem. The materials in the pond also tested out as Class A of exceptional quality. Total volume of Bio-solids exported to the landfill was 55 metric tons.

Project: **11-14, 36" Water Main – East Street to Pioneer Avenue**

Phase: Design **PM:** Olmedo/**Cocke**

Description: Install a 36 inch water main instead of a 12 inch water main in the Spring Lake area to meet the needs of the surface water project.

Status:

- Design and preparation of contract documents underway.
- Right of way and easements also underway.
- Scheduled for bidding in August 2012.

Project: **11-15, Community Center – Sports Park Frontage Landscaping**

Phase: Design **PM:** Olmedo

Description: Fronting landscape along the south side of Sports Park Drive as well as the 10' bike path of the Community Center/Sports Park Master Plan.

Status:

- Project will be managed concurrently with CIP 11-14, 36" Water Main from East to Pioneer.
- **Amended contract with** 36" Water main designer, Cunningham Engineering **to include** landscape design services.

Project: **11-24, I-5 & CR 102 Interchange Landscaping**

Phase: Pre-Design **PM:** Ayon

Description: This project is the landscaping phase of the 1-5/CR-102 Interchange Improvements Project (#97-24).

Status:

- Callander Associates has been selected for landscaping design. Staff **completed contract negotiations with Callander and is processing contract so Callander can commence work.**
- **First task will be to study opportunities and constraints and provide alternatives for City review and selection of a design.**

Project: **11-27, Main St and Cleveland Traffic Signal Improvements**

Phase: Pre-Design **PM:** Camacho

Description: This project will upgrade the existing intersection and traffic signal equipment and will install vehicle detection on Cleveland St, new signal poles, new signal heads, pedestrian audible signals, and pedestrian signal heads. Project will also reconstruct the non-compliant ADA curb ramps at the intersection. This intersection is one of the top 10 accident locations, thus its selection for grant use.

Status:

- Base survey has been completed.
- Authorization to begin design work was received from Caltrans.
- Designing traffic signal and ADA curb ramps.

Project: **12-02, Oxidation Ditch Retrofit – Phase 1**

Phase: Pre-Design **PM:** Cocke

Description: During the analysis done by Carollo Engineers for the Woodland Davis Regionalization Study, it was learned that the present ditch rotor system was not performing at a level to give the Water Pollution Control Facility (WPCF) its rated capacity for solids (Biological Oxygen Demand) of 8.0 MGD. The several rotor sets are reaching the end of their useful life and are scheduled to be replaced. Instead of replacing the inadequate rotor system, it is proposed that a new solids aeration system be retrofitted into the existing ditches to raise the solids capacity to match the existing hydraulic capacity (10.4 mgd). This project will result in increasing the solids capacity of the WPCF to match the hydraulic capacity of 10.4 mgd. It will also improve "settling characteristics" in the clarifiers and better UV disinfection and save $100K per year in electric costs when the WPCF is operating at capacity.

Status:

- An RFP was sent to the three city on-call sewer consultants including Carollo Engineers for proposals for final design and construction management services. This will help refine budgets for the project and facilitate going out for construction. Carollo Engineers was selected for design services and Brown and Caldwell was selected for CM and VE services. The Scope for both contractors are being finalized with work expected to start in March.

Project: **12-03, WWTP Headworks Concrete Repair**

Phase: Design **PM:** Cocke

Description: The concrete in the top of the screw pump lift station and inlet channel has deteriorated over time from hydrogen sulfide corrosion. This has exposed the concrete aggregate and could expose the structural steel. Develop bid documents for repair, bid project, construction management, repair concrete and bypass pump during repair.

Status:

- The Headwork's concrete repair area and a void in the clarifier bottom has been repaired using a high strength grout. The Headwork's grade beam was also epoxy coated to reduce the potential for sulfide corrosion in the future. The trash compactor replacement with a JWC unit by staff has been added to this project.
- **The compactor should be ordered in March.**

Project: **12-04, 2011/12 ADA Improvements**

Phase: **Construction** **PM:** Camacho

Description: Project will construct ADA required improvements such as compliant curb ramps, driveways and sidewalks to improve existing pedestrian paths. The project will continue the W. Beamer St priority path (Ashley to West St.) that was started with the 2010/2011 ADA Improvement Project. It will also continue with the City's ADA curb ramp priority list, which has various locations through out the City.

Status:

- **Bids opened on March 1.**
- **The lowest bidder has been determined to be RSC General Engineering Inc. and has been sent the Project Contract for processing.**

Project: **12-05, Surface Water – Local Pipelines, Phase 1**

Phase: Hold **PM:** Okupe

Description: These pipeline projects are needed as part of the surface water project to improve water quality and offset the declining water quality from the groundwater supplies. The pipeline will be used to convey the surface water to all areas in the City. The pipelines for improvement before surface water project is complete are Farmers Central Pipe from East St to Ashley Ave. Then pipe connections from Farmers Central to the distribution system and a new Miekle Ave pipeline.

Status:

- Staff received design proposal from Brown and Caldwell. On-hold; insufficient design funds in FY 11/12.

Project: **12-06, 2nd Ground Level Storage Tank – Phase 1**

Phase: Design **PM:** Okupe

Description: This project will build a new ground level 2 million gallon tank with a booster pump station. The tank will be located in the northeast area of the City to improve water quality in the future. Pipeline improvements work to connect to existing system and regional pipeline from the WTP are included.

Status:

- Design underway, project expected to go to bid in June 2012.

Project:	**12-07, 2012 Road Maintenance Project**
Phase:	Construction **PM:** Burnham
Description:	Project will perform pavement maintenance seals on the area bounded by CR102, SR113, I-5 and Gibson Road
Status:	• Construction started in September and was substantially completed during November. Remaining work is awaiting warmer weather during Spring 2012.

Project:	**12-08, Freeman Park – Farmers Market**
Phase:	Hold **PM:** Karoly
Description:	Prepare a plan to provide amenities for the Farmers Market at Freeman Park. Improvements will be coordinated with the Parks Irrigation Rehabilitation Project (CIP 10-01) and the new Water Well 28 (CIP 10-08).
Status:	• Council study session held on Nov. 29, 2012. • No further effort is anticipated until new funding is identified as a result of the RDA dissolution.

Project:	**12-09, Water Meter Ph. 3**
Phase:	Design **PM:** Okupe
Description:	Project will install water meters at common-ownership multi-family (MF) complexes and other commercial properties using city only funds.
Status:	• Preparing designs for MF sites • Preparing plans and specifications for changeover of condominium type properties (Phase 3). Final quantities and scope of work will be determined after completion of Phase 2 work. Bidding is scheduled for winter 2012. • Researching and obtaining needed permissions to enter properties for installation and maintenance of city meters.

Project:	**12-10, Water Meter Road Maintenance**
Phase:	Design **PM:** Wurzel
Description:	Project will perform pavement maintenance work on roadways with pavements cuts from the Ph 2 Water Meter installation work.
Status:	• Commencing design work.

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 Water Meter Project Phase 2, CIP No. 09-22

Report in Brief

On September 1, 2009, the City Council awarded a construction contract to Teichert Construction, Inc. in the amount of $12,310,279 for the installation of approximately 9,600 water meters. The final construction contract amount is $12,492,094. The work has been performed in accordance with the plans and specifications and is now ready for acceptance by the City Council.

Staff recommends that the City Council accept the contract with Teichert Construction, Inc. for their work on the Water Meter Project Phase 2 Project as complete and authorize the City Clerk to file a notice of completion.

Background

Assembly Bill 2572 requires the City to install water meters on all water service connections that are located in its service area by January 1, 2025. It also requires water connections that were installed after 1991 to be billed based on consumption by January 1, 2010. All other customers are required to be billed based on consumption by January 1, 2025.

The Water Meter Phase 2 Project is now complete. The project involved the installation of meters and Automatic Meter Reading (AMR) equipment on the existing unmetered water service connections with the exception of some multifamily complexes with private internal water systems. These multifamily units will be upgraded with meters and AMR equipment in the Water Meter Phase 3 Project. The design of the Water Meter Phase 3 Project is approaching completion. The acquisition of the construction and maintenance easements needed to install and service meters and AMR equipment on the private systems will determine when this project can start.

Discussion

In June of 2009 the City was notified that it was in line to receive an American Recovery and Reinvestment Act (ARRA) grant and low interest loan for this project. To obtain the ARRA funding, the design was required to be completed and submitted with the grant application within seven days. The application was approved and the City advertized for bids in July 2009. Teichert's bid was accepted by the City Council on September 1, 2009.

The contractor began work in September 2009, and work was substantially completed in December 2011. The work was completed within the working days allowed in the contract. The work included the installation of water meters, repair of service lines, replacement of meter boxes, modification of meter covers as required, and the installation of AMR equipment. Thirty-two change orders were issued. These change orders were for adjustments to the original bid quantities (both additive and deductive), additional work sites, and unforeseen site conditions due to underground work. These change orders resulted in an additional cost of $181,815. The final construction contract amount is $12,492,094.

The contractor completed the project 5 months ahead of the contract time allowed in the contract. This early completion provided approximately $300,000 in savings to the costs of City staff time and consultant construction management costs.

Public relations were a critical function for this project. Work was performed on approximately 9600 separate properties which required contact with each property owner. A customer feedback log was maintained so that the concerns of the property owners could be addressed and resolved in a timely manner. There were less than 15 customers that expressed dissatisfaction with the resolution of their concerns. This public relations success was due to the outstanding efforts of the contractor, City staff, and the construction management team.

The multi-disciplinary project team performed an outstanding job of coordinating the project to completion. The team included shared project inspection with the engineering division and the consultant construction manager, grant coordination with the engineering division, coordination with the Public Works water crew to plan for isolated shut offs of the water system, coordination with Information Services to verify the accuracy of the meter reading equipment and coordination with finance to implement consumption based billing.

Since the completion of the project, the per capita water demand has been reduced from 243 gallons per day to approximately 200 gallons per day. This reduction in water use is a result of many factors including the detection of water leaks, residents being able to know their water use, water rate increases, the economy, and weather patterns. There were 87 major residential leaks (leaks greater than 34,000 gallons/month) repaired as a result of metering during Phases I & II. One house had a front yard leak that was using over 240,000 gallons per month. This significant reduction in water use is saving the City millions of dollars in capital costs due to the reduced sizing of water supply infrastructure

Fiscal Impact

The funding sources for this project include ARRA grants and loans and the Water Enterprise fund. The total budget for this project was $17.15 million. The total cost of this project was $14.58 million. The available balance of $2.57 million will be used for the resurfacing of the pavement that was disturbed during the implementation of the Water Meter Phase 2 Project and for the installation of meters and AMR equipment in the multi-family complexes under the Phase 3 Water Meter Project. The balance between the total project cost and the construction contract amount represents the total expenses on project design, construction management and construction contingency.

There is no impact to the General Fund.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council accept the contract with Teichert Construction, Inc. for their work on the Water Meter Project Phase 2 Project as complete and authorize the City Clerk to file a notice of completion.

Prepared by: James Heath, PE
Associate Civil Engineer

Reviewed by: Akin Okupe, PE
Senior 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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: 2011 Supportive Housing Grant Renewal

Report in Brief

The City of Woodland has been receiving annually renewable Supportive Housing grants from the U.S. Department of Housing and Urban Development (HUD) for ten years in the amount of approximately $177,000. The City basically serves as a pass-through entity for the Yolo Wayfarer Center which uses the funds to provide services to the homeless at its shelter on 217 Fourth Street. To renew the grant, HUD requires that the City Council authorize the City Manager to execute a Conditioned Renewal Grant Agreement with HUD and a Subrecipient Agreement with the project sponsor, Yolo Wayfarer Center.

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a Conditioned Renewal Grant Agreement with HUD for the 2011 Supportive Housing Grant in the amount of $177,343 and execute a subrecipient agreement with the Yolo Wayfarer Center.

Background

Initially, on December 30, 1994 HUD approved the City of Woodland's Supportive Housing Grant application in the total amount of $481,871 for a three-year project, followed by another 3 year renewal in the amount of $496,388. The project, operated by the Yolo Wayfarer Center as the subrecipient of the City's grant funds, focused on expanding transitional housing availability for homeless families and singles. The Transitional Housing/Safe Haven program also established specialized services for the homeless and mentally ill.

In 2001, the City was approved by HUD for a new one-year (annually renewable) Supportive Housing Grant in the amount of $175,151 for the Transitional Housing/Safe Haven program and has been funded each subsequent year since 2001.

For the last three years the City's renewal grant amount was slightly increased to $177,343. According to HUD, SHP renewal projects that included a leasing line item were given a four percent (4%) increase in the line item amount.

Discussion

For program year 2011-12 the City's renewal grant was approved for $177,343. This year again, the City will retain the grant administration funds of $8,340 and enter into a subrecipient agreement for the balance of the funds ($169,003) with the Yolo Wayfarer Center once Council has approved the grant renewal. Once this agreement has been signed by the Yolo Wayfarer Center's Executive Director as well as the City Manager, grant funds may be drawn down from the Federal government for the program. The 2011 grant funds will be used by the Yolo Wayfarer Center to provide comprehensive supportive housing services and transitional housing to at-risk homeless residents of Woodland. The funds have become a critical component of the Wayfarer's budget and comprise approximately 35% of its transitional and supportive housing program budget.

Fiscal Impact

The City annually receives $8,340 to administer the grant funds. This does cover the amount of staff time required to administer the grant disbursements, prepare the annual reports and monitor the subrecipient. There is no impact on the General Fund or other City funding sources.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Approve Resolution No. ____, authorizing the City Manager to execute a Conditioned Renewal Grant Agreement with HUD for a 2011 Supportive Housing Grant in the amount of $177,343 and execute a subrecipient agreement with the Yolo Wayfarer Center.

2. Do not approve Resolution No. ____, do not accept the 2011 Supportive Housing Program grant ($177,343) and provide alternative direction to staff.

Recommendation for Action

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

Prepared by: Wendy Ross
Economic Dvlpt. Mgr.

____

Kevin O'Rourke
Interim City Manager

Attachment I: Resolution
Attachment II: Sub recipient Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A CONDITIONED RENEWAL GRANT AGREEMENT FOR A SUPPORTIVE HOUSING GRANT AND EXECUTE A SUBRECPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER

WHEREAS, the Supportive Housing Program is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended;

WHEREAS, the City of Woodland has annually received a Supportive Housing grant renewal since 2001;

WHEREAS, the Supportive Housing renewal grant annually funds the Yolo Wayfarer's Center families transitional program and singles transitional program.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute a Conditioned Renewal Grant Agreement with HUD for a 2011 Supportive Housing Grant in the amount of $177,343;

Section 2: This City Council hereby authorizes the City Manager to execute a subrecipient agreement with the Yolo Wayfarer Center and any other documents necessary to implement this program;

Section 3: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 4: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this____ day of _______, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana Gonzalez,
City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

SUPPORTIVE HOUSING PROGRAM

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(SUPPORTIVE HOUSING PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this sixteenth (4th) day of April 4, 2012 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

<u>RECITALS</u>

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2012 (but PY 2011).

B. SUBRECIPIENT proposes to provide the following scope of services for the Supportive Housing Program components: Single Men's Transitional Housing, Safe Haven, and Family Transitional Housing. The Single Men's Transitional Housing program component will provide a transitional shelter program for homeless men; The Safe Haven program component will assist the mentally ill homeless population with a transitional housing facility in the City of Woodland and; The Family Transitional Housing program component will provide Family Transitional Housing. The clients of the program will be provided with supportive services. The subrecipient's mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Ms. Leona Jull, Executive Director.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2011 to assist with the administration of a Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2011 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about December 16, 2011, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2011 McKinney-Vento Act homeless assistance competition.

F. WOODLAND and SUBRECIPIENT (jointly, the "Parties") desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT's provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Development Director" means the Director of Community Development for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Supportive Housing Program.

"Covenants Re: Use of Federal Funds" means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits to paid by SUBRECIPIENT to Staff.

"Schedule of Performance" means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

"Scope of Services" means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

"Services" is defined in Section 4.1 of this Agreement.

"Staff" means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

"SUBRECIPIENT" means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT's Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT's Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or thee context should otherwise require.

"SUBRECIPIENT's Representative" means Ms. Leona Jull, Executive Director of the Yolo Wayfarer Center.

"WOODLAND" means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the "Executive Director"), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Seventy-Seven Thousand, Three Hundred Forty-three

Dollars ($177,343) (less administrative costs of $8,340 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Supportive Housing Program services for Single Men's Transitional Housing, Safe Haven, and Family Transitional Housing as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Funds allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the "Disbursement Schedule"):

A. The sum of one hundred sixty-nine thousand and three dollars ($169,003) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Development Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND's customary conditions for a Grant (the "Conditions of Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Development Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the "Term") shall commence on April 4, 2012 and shall terminate on January 31, 2013 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the "Services") as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT's Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT's application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this

Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT’s risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT’s actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form.

The Executive Director, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

> "The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland."

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attoneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event, SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3^{rd}) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND:	City Clerk City of Woodland 300 First Street Woodland, California 95695 FAX No. (530) 661-5813
With copies to:	City of Woodland Economic Development 300 First Street Woodland, California 95695 FAX No. (530) 668-1127
If to SUBRECIPIENT:	Yolo Wayfarer Center P.O. Box 1248 Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to “WOODLAND” or “SUBRECIPIENT” shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default of breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

> "A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Kevin O'Rourke
Interim City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Leona Jull
Executive Director

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95776.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

> **3.1 Schedule.** All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).
>
> **3.2 Contents.** Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:
>
> > **A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
> >
> > **B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.
>
> **3.3 Certification.** Each Quarterly Report shall be certified as complete and correct by the Executive Director of SUBRECIPIENT.

Section 4. Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the three Supportive Housing Program components: Single Men's Transitional Housing, Safe Haven and Family Transitional Housing in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of One Hundred Seventy-Seven Thousand and Three Hundred Forty-Three Dollars ($177,343), WOODLAND shall retain a total of Eight Thousand Three Hundred Forty Dollars ($8,340) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Supportive Housing Program components (Single Men's Transitional Housing, Safe Haven, and Family Transitional Housing) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Seventy-Seven Thousand and Three Hundred Forty-Three Dollars ($177,343) less City administrative costs of ($8,340) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Act funds allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the

Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

   i. Abide by the terms of the statement; and

   ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Single Men's Transitional Housing and Family Transitional Housing shall be performed within the term of this Agreement commencing on April 4, 2012 and terminating on January 31, 2013.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	SHP Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	27,007	60,722	117,710
2 Supportive Services*	44,167	77,795	121,962
3. Operations**	97,829	150,748	218,596
4. HMIS ***			
5. SHP Request (subtotal lines 1 thru 4)	169,003		
6. Administration (up to 5% of line 5)	8,340		
7. Total SHP Request (total lines 5 and 6)	177,343		

* By law, SHP can pay no more than 80% of the total supportive services budget.
** By law, SHP can pay no more than 75% of the total operating budget.
*** By law, SHP can pay no more than 5% of the total HMIS request.
\+ Information provided by the Yolo Wayfarer Center administration

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Lemen Ave/North St/East St Realignment Project, CIP 00-04; Approve Project Design and Authorize Bid Advertisement

Report in Brief

This project will address longstanding operational and safety issues at two intersections on East Street. After reviewing this project with Council at the January 17, 2012 meeting, staff conducted two public outreach meetings. One meeting was held on February 29, 2012 at the Council Chambers. The other meeting was held on March 8, 2012 at the Yolano-Donnelly Computer Learning Center for Yolo County Housing staff and residents. There was widespread support for the realignment and signalization of the Lemen Ave/North St/East St intersection. There was a mixed response to the median on Court St with a majority of attendees favoring placement of the median. At the January 17 meeting, Council directed staff to include a project alternative without the median island. Staff has included that option within this report.

Staff recommends that City Council approve the project design and bid package for the Lemen Ave/North St/East St Realignment Project, provide direction regarding the inclusion of the median island at the Court St/East St intersection and authorize bid advertisement.

Background

The Lemen Ave/North St/East St Realignment Project consists of the following improvements:
-Realignment of Lemen Avenue with North Street and East St making a four leg intersection instead of the current offset intersection
-Signalization of this new intersection
-Constructing left turn lanes on all four approaches to this intersection
-Optionally: Adding a raised median on East Street at Court St

Discussion-Realignment Project with the median island included

These improvements have been collectively proposed in order to achieve the following goals related to traffic operations and traffic safety:

-Reduce collisions at the Court/East intersection by restricting left turn access in all directions
-Provide a controlled intersection at North St/East St/Lemen Ave that allows for the safe movement of eastbound/westbound through movements as well as left turns in all directions
-Provide a positive pedestrian connection at the new intersection from the residential areas on Lemen Ave to the downtown area

While this project does address the concerns that the public, the Police Department, and the traffic engineering branch have expressed for some time, there are some challenges that the project will likely create:
-Increased traffic on North Street
-Increased traffic on the Lemen Avenue corridor (Industrial Way/Cannery Road/Matmor Road/Lemen Aveue)
-The redirection of traffic that currently turns left at the Court St/East St intersection

Other alternatives that have been suggested/considered:
-Signalize Court St/East St intersection (Not feasible due to significant right of way and cost issues; traffic would back up into the Main St/East St intersection)
-Widen Main St west of 6th Street (right of way and/or parking issues would result; inconsistent with multi-modal goals of downtown area)
-One way couplet on Lincoln Ave and Court St (significant benefits and challenges compared to existing; this concept was dismissed by a previous Council)

Traffic Pattern Changes
This project and other associated improvements are really about "how do we get traffic from the freeways into downtown". The current primary routes into downtown from the east are as follows:
-Westbound on Main St through the East St intersection
-Westbound on Main St, North on East St, West on Court St

With this project and the Main St improvement constructed last summer, there are now four (or five) primary traffic movements into downtown:
-Westbound on Main St through the East St intersection
-Westbound on Main St, north on 6th St, west on Court St
-Westbound on Main St, north on East St, west on North St (with possible transition to Court St)
-Westbound on North St through the combination of Industrial Way/Cannery Road/Matmor Road/Lemen Ave (with possible transition to Court St)
-Westbound on Main St, north on East St, west on Court St (if the median island is not placed at the Court St/East St intersection)

Traffic Analysis
In preparing this staff report, staff reviewed traffic studies for the Court Project and the City Center Lofts project. Staff made some general assumptions regarding the flow of traffic into downtown using the information contained in these traffic studies. Staff performed estimates of traffic patterns with and without the median island. The results of the staff analysis were peer reviewed by four other licensed traffic engineers.

Traffic volumes on North St (west of East St) will likely increase by a factor of two in the morning and evening peak hours. Regardless of the presence of the median island at the Court/East intersection, traffic on North Street will still experience these significant increases. The presence of the realigned and signalized intersection at North St/East St/Lemen Ave tends to increase “through” traffic in the eastbound/westbound direction, increase northbound left turns and eastbound left turns. If the median island is removed at the Court St/East St intersection, then northbound left turns will be decreased at the North/East/Lemen intersection, but there will still be increased traffic from the other three movements. It is estimated that traffic volumes will be 10-15% lower on North St in the morning peak hour if the median island is not constructed. It is estimated that traffic volumes will be 5-10% lower on North St in the evening peak hour if the median is not constructed.

It should be noted that traffic volumes along North Street will be higher initially when this project is completed in 2012. When the Yolo County Court is relocated in 2015, then traffic volumes will decrease as more of the Court related traffic will move to Main St and possibly Oak Avenue. The traffic volume that North Street is estimated to experience is similar to the traffic volume on other streets in the older areas of town (Lincoln Avenue, College Street and Cross Street). In the General Plan build out scenario, it is expected that traffic volumes on North St will likely increase by a factor of 3 in the morning peak hour and by a factor of 2 in the evening peak hour. Even with these increases, the traffic volumes will remain within the General Plan level of service criteria.

<u>Collision History</u>
This project was originally considered as a transportation need because of the traffic operations and traffic safety concerns at the eastern entrance to the downtown area. There are a significant amount of accidents at both the Court St/East St and North St/East St intersection. There are no clearly delineated pedestrian crossings in between Main St and Beamer St despite the presence of a significant residential population east of East St. The realignment of the North St/East St/Lemen Ave intersection addresses the safety issue and pedestrian needs at that intersection. The median island at the Court St/East St intersection was intended to address the safety concerns at that intersection. In the last five years, the Court St/East St intersection has been ranked in either first or second place in highest accident ratio citywide. In the same five year period, the intersection has had 9 injury collisions and 36 property damage only (PDO) collisions. If the median island had been in place, it is estimated that 34 of these collisions would have been prevented.

In addition to the safety concerns at this intersection, there could be tort liability concerns as well. Staff has discussed this issue with YCPARMIA staff. Their concern was that because of the collision history, the City does have constructive notice of a problem at this intersection. If the City chooses to build the project without the median island, then the City could be at risk.

<u>Possible mitigations</u>
In order to address some of the traffic challenges as a result of this project, staff has looked at the following projects:

1) Place an all way stop at the 6th St/Court St intersection – This would help facilitate incoming traffic that would be redirected from the Court St/East St intersection to the Main St/6th St/Court St traffic movement.

2) Place an all way stop at the 5th St/North St intersection – This would discourage traffic from continuing on North St and encourage traffic to take 5th Street to Court St.
3) Place traffic calming on North St west of 5th St – Same goal as #2 above that could be used as a stand-alone project or in combination with the all way stop at 5th St. It should be noted that there is no funding for traffic calming.

Each of these projects will be evaluated after the project is complete.

Discussion-Project Alternative without the median island

If this project were constructed without the median island, there would be noticeable traffic safety improvements. However, staff believes that the safety improvements would not be as significant compared to the project with the median island. The presence of the traffic signal at the North St/East St/Lemen Ave intersection should cause the southbound traffic to travel in platoons. This should in turn create gaps in traffic that will make it easier for northbound traffic to turn left at the Court St/East St intersection. Given the variation in traffic movements, it would be difficult to predict the reduction in vehicle collision (as compared to the option with the median island).

Given the traffic safety concerns with the East St/Court St intersection, it is incumbent upon the City to consider remedial actions. The installation of the signal at the East St/North St/Lemen Ave intersection is considered to be one such remedial action.

This alternative should reduce the volume of traffic on North Street although traffic volumes will still be elevated on North Street as a result of the signalized intersection of North St/East St/Lemen Ave.

Given the volume of traffic within the Court St/East St intersection, staff has included in these project plans signage that prohibits eastbound left turns.

Other Considerations

Upon Council authorization the project bids will be solicited later in April with an approximate bid opening date of mid May. Staff anticipates a contract award date for the early June Council meeting with construction beginning in early July. Staff is anticipating final approval from Caltrans in early April (their approval is based on the use of federal funding for this project). If Caltrans delays their approval then the project will be similarly delayed.

Landscaping
The park strip on East St south of the North St/East St/Lemen Ave intersection will be performed by the fronting property owner. There is a small piece of land on the northeast corner of the intersection that will have ground cover and trees. The City will need to continue maintenance of this area because of the presence of the following underground utilities: a storm drainage line, a sewer line, an electrical line, cable, Yolo Telecom, and telephone. These utilities follow the current alignment of Lemen Avenue. They were deemed too expensive to move to the new alignment so it was decided to leave them in their current location.

Construction Impacts
Lemen Avenue will be closed between East Street and Yolano Drive for approximately 2 to 4 weeks at the beginning of the project. Bicycle and pedestrian traffic will be routed through the construction area during this closure and for the remainder of the project. During the widening of East Street, traffic on East Street will be reduced to 3 lanes of traffic to accommodate construction work and equipment.

Fiscal Impact

The project is fully funded in the capital budget. The total budget for construction is $1,337,000 which consists of $1,195,000 of Federal funding and $142,000 of Road Development funding. The engineer's estimate of construction cost is $1,150,000. The difference between the total budget for construction and the engineer's estimate is the amount budgeted for construction management and construction contingency.

There is no impact to the General Fund.

If the median island is taken out of the project, there will be a slight decrease in the cost of the project (approximately $20,000).

Public Contact

This project has been planned for many years. A public meeting was held in October 2001. The project report and environmental document was approved in 2002. Public meetings were held on February 29, 2012 and March 8, 2012.

There have been monthly updates regarding this project in the Capital Budget Status Report. There have been periodic Council staff reports and press releases regarding the associated PG&E utility undergrounding project and the previously constructed water and sewer line relocation work.

Posting of the City Council agenda.

Alternative Courses of Action

1) Approve the project design and bid package for the Lemen Ave/North St/East St Realignment Project including the median island at the Court St/East St intersection and authorize bid advertisement.

2) Approve the project design and bid package for the Lemen Ave/North St/East St Realignment Project without the median island at the Court St/East St intersection and authorize bid advertisement.

Recommendation for Action

Staff recommends that the City Council approve Alternative No 1.

Prepared by: Brent Meyer, PE, TE
Principal Civil Engineer/City Engineer

Reviewed by: Nicholas J. Ponticello
CDD Director

____

Kevin O'Rourke
Interim City Manager

Attachments: Summary of public meetings from 2012

City of Woodland

Community Development Engineering 520 Court Street, Woodland, CA 95695 (530) 661-5961 www.cityofwoodland.org

MEMORANDUM

Date: March 16, 2012

To: File

From: Brent Meyer, Principal Civil Engineer/City Engineer

Dean Zurcher, Student Intern

Subject: Public Meeting Summary for Lemen Ave/North St/East St Realignment Project

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Staff conducted two public meetings for the Lemen Ave/North St/East St Realignment Project. The first was held in the Council Chambers located at City Hall on Wednesday, February 29, 2012 and the second was held at the Yolano-Donnelly Computer Learning Center at 1230 Lemen Ave on Thursday, March 8, 2012.

At the first public meeting, approximately 25 people attended, with 14 of them signing in and 4 completing comment cards. From the City staff that fielded questions during the open house portion of the meeting, there was strong support for the median to be included in the project. The comments left were;

1) I highly support the installation of the median at Court and East. This also forces traffic patterns to use the Sixth St right turn off of Main, ensuring a safer flow of traffic.

2) I cannot express enough, my support for including the median on east street in the Lemen Realignment project. Unlike most of the council members, I live in the effected neighborhood and drive West Street every day. Witnessing accidents and alternate (including severe injuries) is enough -- and should be enough -- to support the inclusion of the median. I appreciate the opportunity to comment.

3) Do not like the idea of a median at East and Court. A turning lane off East and no left turn off Court would work. Also train schedules during construction.

4) My son became happy when we received the news of the project of the signal and crossing because my son Kristian walks a lot of from Lemen to North and he feels more secure walking around the area. Many thanks.

At the second public meeting, approximately 15 people attended (approximately half of which were Yolo County Housing Authority personnel), with 4 of them signing in and 3 completing comment cards. From the City staff that fielded questions during the open house portion of the meeting, there was strong support for the median to be included in the project. The comments left were;

1) We agree on your project, hopefully, you build everything. The driver drive with precaution.

2) Need cameras on playground.

3) I think we are going to need speed limit for more traffic. We also have school bus stop in Yolano and Lemen and I am concerned.

Additionally, one resident provided a comment via telephone on February 27th. Their comment was;

1) I don't like the idea of blocking left turns on Court Street. I think accidents will be alleviated by traffic signal on North/East/Lemen.

Overall, there was strong support for the realignment and signalization of the Lemen Ave/North St/East St intersection.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Addition of Article 21.5 to Chapter 25 (Zoning) of the Woodland Municipal Code relating to Medical Marijuana Cultivation

Report in Brief

The proposed article would regulate the cultivation of medical marijuana in a manner that protects the health, safety and welfare of the community. This article is not intended to interfere with a patient's right to medical marijuana, as provided for in California Health & Safety Code Section 11362, nor does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This article is not intended to give any person independent legal authority to grow marijuana; it is intended simply to impose zoning restrictions on the cultivation of marijuana when it is authorized by California state law for medical or other purposes.

Staff recommends that the City Council approve the addition of Article 21.5 to Chapter 25 of the City of Woodland Municipal Code.

Background

The Federal Controlled Substances Act (21 USC §§ 801 *et seq.*) classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, transport, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of marijuana for medical purposes.

The voters of the State of California approved Proposition 215 (codified as Health and Safety Code § 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances. The State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

At the October 4, 2011 City Council meeting, the Council expressed a desire for staff to develop a City Ordinance regulating the cultivation of medical marijuana in a manner that protects the health, safety and welfare of the community.

Discussion

Medical marijuana cultivation, without certain safeguards, increases the risk of criminal activity, degradation of the natural environment and malodorous smells, particularly if substantial amounts of medical marijuana are concentrated in one place.

As marijuana plants begin to flower, and for a period of approximately two months or more during the growing season, they produce an extremely strong odor that is offensive to many people and detectable well beyond property boundaries upon which they are grown.

The strong odor of marijuana may create an attractive nuisance, alerting individuals to the location of plants, thereby creating the risk of potential crimes. The cultivation of medical marijuana in or near residential zones increases the risk of such activity and intrudes upon residential uses.

As recognized by the California Attorney General's August 2008 *Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use*, the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

The cultivation of medical marijuana at locations or premises within the vicinity of schools creates unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with the cultivation or distribution of medical marijuana at such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of marijuana at such locations or premises is especially hazardous to public safety and welfare, and to the protection of juveniles and the person(s) cultivating the marijuana plants.

Health and Safety Code section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with SB 420. The limited right of qualified patients and their primary caregivers under state law to cultivate marijuana for medical purposes does not confer upon them the right to create or maintain a public nuisance or otherwise exempt these persons from local land use regulations.

Fiscal Impact

No fiscal impact on the City.

Public Contact

Posting of the City Council agenda

Alternative Courses of Action

Staff foresees the following alternative courses of action:

1. Approve the addition of Article 8 to Chapter 14A of the City of Woodland Municipal Code regarding the abatement of chronic nuisance properties.

2. Do not enact the ordinance and continue to allow qualified patients or primary caregivers to cultivate medical marijuana outdoors within a six-hundred-foot radius of any school or within any residential zone.

Recommendation for Action

Staff recommends that the City Council approve the addition of Article 21.5 to Chapter 25 of the City of Woodland Municipal Code relating to medical marijuana cultivation as stated in alternative 1.

Prepared by: Dan Bellini
Chief of Public Safety

____
Kevin O'Rourke
City Manager

Attachment: Ordinance relating to cultivation of Medical Marijuana

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING ARTICLE 21.5 TO CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA CULTIVATION

WHEREAS, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code § 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances;

WHEREAS, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations laws consistent with SB 420;

WHEREAS, the City Council of the City of Woodland wishes to regulate the outdoor cultivation of medical marijuana as set forth in this ordinance; and

WHEREAS, these regulations are based on the following findings:

1. Medical marijuana cultivation, without certain safeguards, increases the risk of criminal activity, degradation of the natural environment and malodorous smells, particularly if substantial amounts of medical marijuana are concentrated in one place.

2. The cultivation of medical marijuana at locations or premises within the vicinity of schools creates unique risks that the marijuana plants may be observed by juveniles, and therefore be especially vulnerable to theft or recreational consumption by juveniles. Further, the potential for criminal activities associated with the cultivation or distribution of medical marijuana at such locations poses heightened risks that juveniles will be involved or endangered. Therefore, cultivation of marijuana at such locations or premises is especially hazardous to public safety and welfare, and to the protection of juveniles and the person(s) cultivating the marijuana plants.

3. As marijuana plants begin to flower, and for a period of approximately two months or more during the growing season, they produce an extremely strong odor that is offensive to many people and detectable well beyond property boundaries upon which they are grown.

4. The strong odor of marijuana may create an attractive nuisance, alerting individuals to the location of plants, thereby creating the risk of potential crimes such as burglary, robbery, armed robbery, assault, attempted murder, and murder. The cultivation of medical marijuana in or near residential zones increases the risk of such activity and intrudes upon residential uses.

5. As recognized by the California Attorney General's August 2008 *Guidelines for the Security and Non- Diversion of Marijuana Grown for Medical Use*, the cultivation or other concentration of marijuana in any location or premises without adequate security increases the

risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime.

6. Health and Safety Code section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with SB 420.

7. The limited right of qualified patients and their primary caregivers under state law to cultivate marijuana for medical purposes does not confer upon them the right to create or maintain a public nuisance or otherwise exempt these persons from local land use regulations.

8. The Federal Controlled Substances Act (21 USC §§ 801 *et seq.*) classifies marijuana as a Schedule I Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful, under federal law, for any person to cultivate, manufacture, distribute or dispense, transport, or possess with intent to manufacture, distribute or dispense, marijuana. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of marijuana for medical purposes.

9. It is the City Council's intention that nothing in this ordinance shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. § 841, nor to otherwise permit any activity that is prohibited under that Act. It is further the City Council's intention that nothing in this ordinance shall be construed to (1) allow persons to engage in conduct that endangers others or causes a public nuisance, (2) allow the use of marijuana for non-medical purposes, or (3) allow any activity relating to the cultivation, distribution, or consumption of marijuana that is illegal under California law.

The City Council of the City of Woodland, California, does hereby ordain as follows:

Section 1. **<u>Recitals</u>.** The above recitals are incorporated as though set forth in this section.

Section 2. **<u>Authority.</u>** The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and acknowledged by Health and Safety Code section 11362.83.

Section 3. **<u>Amendment</u>.** Article 21.5 of Chapter 25 is hereby added to read as set forth in the attached Exhibit "A," incorporated by this reference.

Section 4. **<u>Severability</u>.** If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

Section 5. **Effective Date and Notice**. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of ___________________, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Art Pimentel, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

Exhibit “A”

ARTICLE 21.5
MEDICAL MARIJUANA CULTIVATION

Sec. 25-21.5-010. - Purpose.

The purpose and intent of this article is to regulate the cultivation of medical marijuana in a manner that protects the health, safety and welfare of the community. This article is not intended to interfere with a patient’s right to medical marijuana, as provided for in California Health & Safety Code Section 11362, nor does it criminalize medical marijuana possession or cultivation by specifically defined classifications of persons, pursuant to state law. This article is not intended to give any person independent legal authority to grow marijuana; it is intended simply to impose zoning restrictions on the cultivation of marijuana when it is authorized by California state law for medical or other purposes.

Sec. 25-21.5-020. – Applicability.

(a) Applicability. No part of this article shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. § 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule or regulation.

(b) Nothing in this article shall be construed to allow any conduct or activity relating to the cultivation, distribution, dispensing, sale, or consumption of marijuana that is otherwise illegal under local or state law. No provision of this article shall be deemed a defense or immunity to any action brought against any person by the Yolo County District Attorney’s Office, the Attorney General of the State of California or the United States of America.

Sec. 25-21.5-030. – Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section.

(a) “Cultivation” means the planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof.

(b) “Marijuana” shall have the same meaning as that set forth in California Health and Safety Code section 11018.

(c) “Medical marijuana” means medical marijuana that: (i) has been grown by a “person with an identification card,” “qualified patient,” or “primary caregiver,” as those terms are defined in California Health and Safety Code section 11362.7; and (ii) is intended to be, and is, cultivated and distributed in strict accordance with California Health and Safety Code sections 11362.5 and 11362.7 through 11362.83, inclusive, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program.

(d) “Primary caregiver” shall have the same definition as set forth in California Health and Safety Code section 11362.7(d), as it may be amended.

(e) “Qualified patient” shall mean a person identified in California Health and Safety Code sections 11362.7 (c) or (f), as they may be amended.

Sec. 25-21.5-040. – Prohibited locations.

(a) No person shall cultivate marijuana which is not medical marijuana at any location in the city of Woodland. No person, including any qualified patient or primary caregiver, shall cultivate medical marijuana outdoors within:

(1) a six-hundred-foot radius of any school or residential use; or

(2) any residential zone.

(b) The distance specified in this section shall be the horizontal distance measured in a straight line from the property line of the school or residential use to the closest property line of the lot on which the outdoor medical marijuana cultivation is located without regard to intervening structures.

Sec. 25-21.5-050. – Public nuisance.

Any violation of this article is declared to a public nuisance and may be abated by the City pursuant to chapter 14A of this code.

Sec. 25-21.5-060 – Penalty.

A violation of this article shall either be a misdemeanor or an infraction at the discretion of the prosecuting attorney. However, notwithstanding anything in this code to the contrary, persons violating this article shall not be subject to criminal liability under this code solely to the extent such conduct or condition is immune from criminal liability pursuant to the Compassionate Use Act of 1996 (Health & Safety Code, § 11362.5) and/or the Medical Marijuana Program (Health & Safety Code, § 11362.7 *et seq.*) as they may be amended. This section does not prohibit the city from abating violations of this article by any administrative, civil or other non-criminal means. In such cases, a violation of this article may be considered the civil or administrative equivalent of an infraction or misdemeanor as applicable.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Second Tier Pension Plan for Police Safety Employees

Report in Brief

Recent negotiations with the Police Employees Association, Police Supervisors, and Police Mid-Management bargaining units have resulted in an agreement to establish a second tier pension plan for future safety employees. As the Police Chief is covered by the same Public Employees Retirement System (PERS) contract for safety police members, this second tier pension plan would also apply to future Police Chiefs and Public Safety Chiefs.

Staff recommends that the City Council adopt a Resolution of Intention to add a second tier pension plan (3% at 55 retirement formula with the 36 months final compensation provision) to the existing PERS contract for safety police members hired after the effective date of the provision. Staff also recommends that the City Council authorize the City Clerk to sign a Certification of Compliance with Government Code Sections 7507 and 20475 and to sign a Certification of Governing Body's action. Additionally, staff recommends the City Council waive first reading and read by title only the Ordinance to amend the PERS contract.

Background

The retirement formula for current police safety employees ("first tier") covered by the existing PERS contract is 3% at 50 with the highest 12 months of compensation. Current safety employees also pay 4% of the employer rate under the PERS cost share amendment. It should be noted that the 4% contribution from police safety employees is done via a PERS cost-sharing program that increases the employees' contribution by 4% and reduces the City's contribution by 4%. Police employees have participated in this cost-sharing program since 2005. No changes are proposed for current safety employees.

In November 2011, the City approved MOU side letter of agreements for the Police Employees Association, Police Supervisors and Police Mid-Management. The side letters includes the establishment of a second tier pension plan for future police safety employees. As the Police Chief is covered by the same Public Employees Retirement System (PERS) contract for safety police members, this second tier pension plan would also apply to future Police Chiefs and Public Safety Chiefs.

Discussion

As outlined in the side letters, future safety employees ("second tier") would be covered by a 3% at 55 retirement formula with the 36 months final compensation provision. These second tier employees would also pay an additional 4% above the normal contribution for the cost of the 3% at 55 retirement formula.

To amend the PERS contract, PERS requires that proposed benefit contract amendments be made public at a public meeting at least twenty (20) days prior to the adoption of the final Ordinance. Therefore, the final ordinance to approve this change will be scheduled for adoption at the May 1, 2012 City Council meeting.

Fiscal Impact

Government Code Section 7507 requires that the future annual costs or benefit change of the proposed contract be made available at a public meeting at least two weeks prior to the adoption of the final Ordinance. Decreases in the employer rate will occur as employees are hired into the Second Tier. This council report meets the requirements of Government Code Section 7507.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council adopt a Resolution of Intention to add a second tier pension plan (3% at 55 retirement formula with the 36 months final compensation provision) to the existing PERS contract for safety police members hired after the effective date of the provision. Staff also recommends that the City Council authorize the City Clerk to sign a Certification of Compliance with Government Code Sections 7507 and 20475 and to sign a Certification of Governing Body's action. Additionally, staff recommends the City Council waive first reading and read by title only the Ordinance to amend the PERS contract.

Prepared by: Amy Buck
HR Manager

____
Kevin O'Rourke
Interim City Manager

Resolution of Intention to Add a Second Tier Retirement Formula for New Safety Employees
Certification of Compliance with Government Code Sections 7507 and 20475
Certification of Governing Body's Action
Ordinance to Amend PERS Contract

RESOLUTION OF INTENTION

TO APPROVE AN AMENDMENT TO CONTRACT

BETWEEN THE

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

AND THE

CITY COUNCIL
CITY OF WOODLAND

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

> To provide Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local police members entering membership for the first time in the police classification after the effective date of this amendment to contract; and to include Section 20516 (4% Employees Sharing Cost of Additional Benefits) for second tier police members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By:______________________________
Presiding Officer

____
Title

____
Date adopted and approved

(Amendment)
CON-302 (Rev. 4/96)

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT CODE SECTION 7507

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase/change in retirement benefit(s) have been made public at a public meeting of the

____ of the
(governing body)

____
(public agency)

on ____________________ which is at least two weeks prior to the adoption of the
(date)

Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent calendar.

____
Clerk/Secretary

____
Title

Date ____________________

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF COMPLIANCE WITH GOVERNMENT CODE SECTION 20475

I hereby certify that the ____ of the
(governing body)

____
(public agency)

has fully discharged all of the obligation imposed by Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, Government Code.

By________________________________

____
Title

____
Witness

____
Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

______________________________ of the
(governing body)

____
(public agency)

on ______________.
(date)

____
Clerk/Secretary

____
Title

ORDINANCE ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF WOODLAND AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City Council of the City of Woodland does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of Woodland and the Board of Administration, California Public Employees' Retirement System is hereby authorized. A copy of said amendment being attached hereto, marked as an Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council of the City of Woodland is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of thirty (30) days from the passage thereof, shall be published at least once in the Daily Democrat, a newspaper of general circulation, published and circulated in the City of Woodland, County of Yolo, and thenceforth and thereafter the same shall be in full force and effect.

This ordinance adopted and approved this ___ day of __________, 2012 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Artemio Pimentel, Mayor

ATTEST:

____
Ana G. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Andrew Morris, City Attorney

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Woodland

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 1, 1946, and witnessed August 5, 1946, and as amended effective January 1, 1956, June 1, 1960, April 1, 1963, August 1, 1964, November 1, 1968, July 1, 1973, October 4, 1973, May 1, 1974, January 1, 1977, February 1, 1979, September 1, 1979, January 1, 1980, October 1, 1980, July 1, 1991, July 31, 1992, January 1, 1993, June 6, 1993, July 5, 1996, June 30, 1997, July 23, 1998, December 4, 1998, March 21, 2001, June 26, 2001, December 1, 2003, April 1, 2005, May 17, 2005, March 1, 2006, June 1, 2006 and September 1, 2010 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective September 1, 2010, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:

   1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members and for those local police members entering membership in the police classification on or prior to the effective date of this amendment to contract and age 55 for local police members entering membership for the first time in the police classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after September 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

   (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.

   (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

(f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

(g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. Local Police Officers (herein referred to as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. PERSONS HIRED ON OR AFTER OCTOBER 4, 1973, WHO ARE EMPLOYED AS "SLEEPERS" IN THE FIRE DEPARTMENT.

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after December 1, 2003 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after December 1, 2003 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member and for those local police members entering membership in the police classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

10. The percentage of final compensation to be provided for each year of credited current service as a local police member entering membership for the first time in the police classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

11. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

    c. Section 20965 (Credit for Unused Sick Leave).

    d. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

    e. Section 20020.1 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972 and who elected to be local safety members within six months of January 1, 1977). Legislation repealed said Section effective January 1, 1985.

    f. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.

g. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.

h. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.

i. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members and for those local police members entering membership on or prior to the effective date of this amendment to contract.

j. Section 20903 (Two Years Additional Service Credit).

k. Section 21024 (Military Service Credit as Public Service).

l. Section 21574 (Fourth Level of 1959 Survivor Benefits).

m. Section 21583 (Additional Opportunity to Elect 1959 Survivor Benefits) for local police members only.

n. Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service).

o. Section 20516 (Employees Sharing Cost of Additional Benefits):

   Section 21362.2 (3% @ 50 Full formula) and Section 21363.1 (3% @ 55 Full formula). From and after April 1, 2005 the police employees of Public Agency shall be assessed an additional 4% of their compensation for a total contribution rate of 13% pursuant to Government Code Section 20516.

   Section 21362.2 (3% @ 50 Full formula). From and after June 1, 2006 the fire employees of Public Agency shall be assessed an additional 4% of their compensation for a total contribution rate of 13% pursuant to Government Code Section 20516.

p. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local safety members only.

q. Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local police members entering membership for the first time in the police classification after the effective date of this amendment to contract.

12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

14. Public Agency shall also contribute to said Retirement System as follows:

    a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

    b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

    c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _______________, ______.

BOARD OF ADMINISTRATION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CITY COUNCIL CITY OF WOODLAND
BY_________________________________ KAREN DE FRANK, CHIEF CUSTOMER ACCOUNT SERVICES DIVISION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	BY_____________________________ PRESIDING OFFICER
	_____________________________ Witness Date
	Attest:
	_____________________________ Clerk

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: Memorandum of Understanding for the Yolo Emergency Services Program

Report in Brief

On November 2, 2010, the City Council adopted Resolution No. 5141 to affirm the Council's support for the vision statement, values, ground rules and guiding documents for the exploration of shared service opportunities between local/public entities in Yolo County. Executive level staff in each agency began the exploration of the shared services opportunities with the joint operation of an Office of Emergency Services (OES) heading the list of priorities.

Through the collaboration of the four incorporated Yolo cities, the County, Yolo Housing Authority and the Yocha Dehe Wintun Nation, an interim Memorandum of Understanding and funding formula was developed that enabled a separate OES program, referred to as Yolo Emergency Services, to remain in operation during FY 2012.

Staff recommends that the City Council approve the final Memorandum of Understanding between the County of Yolo, the Cities of Davis, West Sacramento, Winters and Woodland, the Yocha Dehe Wintun Nation and Yolo County Housing Authority and authorize the Mayor to execute the MOU as described herein to continue participation in the Yolo Emergency Services.

Background

Since the onset of the current recessionary economy, it has become imperative for the City of Woodland as well as all local governments to revise the way they conduct business and deliver services. In Yolo County, the city managers of Woodland, Davis, Winters and West Sacramento, the County Chief Administrative Officer and other allied organizations committed to reviewing opportunities to share services. This commitment was formalized through a concept called the Yolo Shared Services program.

On November 2, 2010, the Woodland City Council adopted Resolution No. 5141 to affirm policy level support for the Yolo Shared Service Program and executive level staff began the exploration of shared service opportunities.

The joint operation of the OES rose to the top of the priority list due to the imminent loss of funding from the County. In 2010, the Yocha Dehe Wintun Nation provided approximately $160,000 to maintain OES after the County stated that funding for the program was uncertain. While supportive of OES, the commitment from the Nation was not intended to be a permanent solution. In recognition of this fact, County staff began discussion of the joint operation of OES with city managers, the Nation and Yolo County Housing Authority in early 2011.

The discussion included a review of alternative options for maintaining a County OES. It is important to note that the Standardized National Incident Management System (NIMS) which all Yolo local governments have adopted as required by Federal law requires an Operational Area to coordinate emergency services in the event of a disaster. The Council approved an interim Memorandum of Understanding and funding formula in July 2011 committing to the joint operation of OES. The final Memorandum of Understanding is attached.

Discussion

The following information represents the scope of services available to signatory agencies and jurisdictions based on the Yolo Emergency Services Memorandum of Understaning. This summary serves to highlight the range of available emergency management services, activities, and assistance available to the participating members. It is anticipated that this list respresents a sample of the services available through the program and does not include other services rendered to the partners which may yet to be identified and agreed upon following adoption of the MOU.

Emergency Planning

OES produces emergency response and recovery plans and procedures for the County of Yolo and for the Yolo Operational Area. These plans/procedures are designed to standardize and coordinate emergency response to a variety of threats affecting the Operational Area. Planning for jurisdiction-specific emergency management plans would be coordinated through the local leadership, with an emphasis on local needs and issues. OES is also able to develop response plans reflective of emerging threats, both for individual jurisdictions as well as the Operational Area.

Emergency Management Grant Administration

County OES functions as the designated Administering Agency for federal grants for the Yolo Operational Area. Current federal grant programs being administered on behalf of the Operational Area include the Homeland Security Grant Program (HSGP) and the Emergency Management Performance Grant (EMPG). In addition, OES works closely with local, state, and federal partners in the identification, application for and eventual administration of additional funding sources to enhance collective emergency management within the Operational Area.

Training

OES works with partner jurisdictions and agencies to identify training needs and opportunities for local staff relating to the overall enhancement of emergency management capabilities. This will include identifying jurisdiction/agency-specific training needs, identifying potential training opportunities, and implementation of intermediate and long-term training plans.

Exercise and Evaluation

County OES administers a comprehensive exercise development, presentation and evaluation program designed to test and enhance all levels of emergency management response and recovery. OES has developed a 3-year exercise schedule for the Operational Area and has exercises planned through 2012 to include one in Woodland. Similar to training, the availability of this service is a significant benefit to the City.

Risk Assessment and Threat Analysis

County OES has a developed risk assessment capability that can identify, analyze, track and communicate threats to all levels of the Operational Area. This capability is linked to local, state, and federal situation assessment networks and has the capacity to deliver advanced, real time, and theoretical products to the Operational Area and members of the MOU.

Communication and Warning Systems

County OES currently maintains or utilizes a variety of communications and warning systems designed to provide reliable and redundant capabilities in the event of a major disaster. One example is the Reverse 911 system that would notify resident and business owners in an area affected by a disaster to evacuate.

Multi Hazard Mitigation Plan

OES is coordinating the revision of the local hazard mitigation plan and will submit the plan to FEMA for approval and adoption. Once adopted, OES will work to integrate the plan throughout the Operating Area.

Communications Interoperability

OES is continuing the ongoing planning and coordination for the development of a unified communications plan through the Operating Area Interoperable Communications Working Group.

Disaster Service Worker (DSW) Registration

For MOU member jurisdictions, OES maintains a uniform method of registering volunteers as Disaster Service Workers, will administer a central database of all registered DSWs, and can prepare appropriate identification for each new registered DSW. OES ensures compliance with state workers compensation regulations as they pertain to DSW registration.

Liaison and Coordination

County OES functions as the designated liaison between Operational Area jurisdictions and local, state, and federal government agencies, as well as multiple community-based service and support organizations including. Typical examples include the California Emergency Management Agency, Federal Emergency Management Agency and American Red Cross.

Response and Recovery Operations

Through the established Yolo County Emergency Management System, OES administers, maintains, and coordinates the functioning of a dedicated emergency operations center (EOC). This EOC serves the unincorporated areas of the county and functions as the central point of coordination for the Operational Area when two or more jurisdictions are impacted during a major emergency.

Special Projects and Programs

County OES has developed and maintains an active environment enriched by innovation and collaboration among all segments of the community. Special services and programs available to MOU members might include Community Emergency Response Team mobilization and integration.

Emergency Operations Consulting and Support

OES can provide client-specific consulting services for MOU member jurisdictions upon request. As an example, a member organization may seek support in reviewing the functionality of its Emergency Operations Center or Post Event Performance Review.

It is important to note that the range of services described herein may be modified depending on the needs of each jurisdiction. Staff believes the joint operation of the OES through the Yolo Emergency Services Program provides an excellent level of emergency services for Woodland and the entire Yolo County area.

Fiscal Impact

The cost to the City of Woodland to be a partner in the Yolo Emergency Services Program as described herein is $29,721 for FY 2013, a decrease of $2,692 from FY 2012.

Public Contact

Posting of the City Council agenda.

Alternative Recommendations

1. Approve the Memorandum of Understanding between the County of Yolo, the Cities of Davis, West Sacramento, Winters and Woodland, the Yocha Dehe Wintun Nation, and Yolo County Housing Authority and authorize the Mayor to execute the MOU as described herein.

2. Cease further consideration of the Yolo Emergency Services Program and direct staff to try to meet the need for emergency services planning through the resources remaining within the City organization.

Recommendation for Action

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

____
Kevin O'Rourke
City Manager

Attachment No. 1: Yolo Emergency Services Memorandum of Understanding
Attachment No. 2: Yolo Emergency Services Scope of Services
Attachment No. 3: Yolo Emergency Services Funding Formula

MEMORANDUM OF UNDERSTANDING

JOINT EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into this _______ day of ____________, 2012, by and between the County of Yolo, a Political Subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as "County," the Cities of Davis, West Sacramento, Winters and Woodland, municipal corporations of the State of California, the Yocha Dehe Wintun Nation, a sovereign, federally recognized Indian Tribe located in the Capay Valley, County of Yolo, State of California (Tribe), and Yolo County Housing (Housing). All above-mentioned entities are collectively referred to herein as the "Parties."

WHEREAS, the Parties have adopted the Standardized Emergency Management System pursuant to the provisions of Division 2, Title 19 of the California Government Code; and

WHEREAS, the Parties have adopted the National Incident Management System pursuant to the provisions of the President's Homeland Security Directive-5 (Management of Domestic Incidents); and

WHEREAS, the Parties have presently existing a well-established Emergency Operations Plan, and a presently existing, well-established Emergency Organization functioning under the County Director of Emergency Services pursuant to Section 4-1.01 of the Yolo County Code; and

WHEREAS, it would be naturally advantageous to the Parties hereto to have the County's Office of Emergency Services perform certain functions for the Parties;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed, in accordance with the terms and provisions of the California Emergency Services Act (Title 2, Division 1, Chapter 7 of the Government Code), as follows:

I. <u>GOVERNANCE</u>

A. JOINT EMERGENCY MANAGEMENT COUNCIL

All Parties agree to the establishment of a Joint Emergency Management Council (Council), consisting of designated senior leadership from each of the Signatory Agencies to this Agreement. The organization and functions of the Council will be as follows:

1. The County Emergency Services Director will serve as Council Chair for the purposes of facilitating all meetings.

2. The County Emergency Services Manager will serve as staff to the Council for all meetings and proceedings.

3. Meet on a regularly scheduled basis, but no less than twice per fiscal year. Council members will conduct business in accordance with mutually agreed upon rules or order and proceedings.

4. Provide executive level oversight and guidance of the shared services component of the joint emergency management agreement.

5. Review periodically the County OES programmatic work plans and initiatives, approve as appropriate, and provide direction to staff in accordance with mutually agreed upon goals and objectives within the established scope of services.

6. Provide County with recommendations for potential program enhancements, including potential expansion of Parties to this Agreement.

B. OFFICE OF EMERGENCY SERVICES PROGRAM ADMINISTRATION

County, functioning as the Coordinating Agency for the designated Yolo Operational Area, shall oversee the administration and functioning of the Office of Emergency Services. Functions and responsibilities retained by County in association with program administration will include, but not be limited to:

1. Overall program policy and direction
2. Staff appointment, management, and supervision
3. Program budget preparation, administration, and oversight
4. Program operating facilities and spaces functioning, and support

C. OFFICE OF EMERGENCY SERVICES FUNCTIONS

As directed by County, the Office of Emergency Services shall be responsible for the delivery of the mutually agreed upon scope of services under this Agreement. The general duties and functions of OES will be as follows:

1. Act as County Representative and apprise Parties on issues relating to emergency management under the provisions of this Agreement.
2. Facilitate the scheduling, organization, and support of all Council meetings.

3. Coordinate with Party liaisons in the development and implementation of collective and local emergency management strategies and projects, as identified by the mutually agreed upon scope of services.

4. Continue to perform all duties, responsibilities, and functions in accordance with County policy, state regulations, or other activities associated with the OES program, within or beyond the conditions of this Agreement.

D. EMERGENCY COORDINATION

Administrative and programmatic requirements of this Agreement notwithstanding, the direct coordination and direction of emergency response and recovery operations, within the statutory role and authority of the individual jurisdiction or agency, shall remain the responsibility of each of the signatories to this Agreement, except as provided for under State provisions, or as agreed upon by each Party. County will, as required under its recognized responsibilities as Operational Area Coordinating Agency, and to the extent possible given operational and situational priorities, provide technical assistance and support to any Party to this Agreement during periods of real or emerging threat.

II. PROGRAM LIAISON

All Parties agree to appoint a person, at staff level, as a liaison to Joint Emergency Management Services, hereinafter referred to as JEMS. The employee(s) who is (are) assigned to act as liaison to JEMS shall not be an employee of JEMS. The personnel management of such employee is the responsibility of the assigning party.

III. SERVICES

County shall cause the County Emergency Services Director, and other County Officers and employees subject to his direction and control, to perform in coordination with and at the request of the Parties, during the term of this Agreement those functions identified in Exhibit A (Scope of Services Statement).

IV. INDEMNIFICATION

Each Signatory Agency to this Agreement shall protect, indemnify, and hold harmless the other Signatory Agencies to this Agreement, their respective officers, officials, employees, volunteers, and agents from and against any and all liability, loss, expense, including attorneys fee, or claims for injury or damages arising out of the performance of this Agreement and resulting from the negligent or intentional acts or omissions of the Signatory Agency, its officers, officials, employees, volunteers, or agents.

V. COMPENSATION

A schedule of fees will be established, attached hereto as Exhibit B, in which all Parties agree to share the cost of Joint Emergency Management Services. County agrees to provide annual program cost figures to all Parties by March 1st of each year that the Agreement remains in effect.

VI. TERMS

This agreement shall commence on the date of execution and shall continue, self-renewing, from year to year unless a notice of termination is received by all Parties or upon the happening of any one or more of the following events: (a) the Party's governing body fails to appropriate sufficient funds for the participation in this Agreement; (b) the Party's governing body discontinues, in whole or in part, the program or agency for which the Agreement is executed; or (c) the funding, whether County, State or Federal, for the program or agency for which the Agreement is executed is reduced or withdrawn. Any party may terminate this Agreement, effective at the end of the County fiscal year, June 30th, by written notice to do so on or before May 1st. The rights and obligations of the withdrawing party shall terminate at the end of the County fiscal year after the date of notice.

IN WITNESS WHEREOF, County of Yolo, acting by and through its Board of Supervisors, and the Cities of **Davis, West Sacramento, Winters and Woodland**, acting by and through their Councils, **the Yocha Dehe Wintun Nation**, acting by and through its Tribal Council, together with **Yolo County Housing**, acting by and through its Board of Commissioners, have caused this Agreement to be executed as of the dates set forth below.

COUNTY OF YOLO,
A Political Subdivision of the State of California,

Dated: ________________________

By ______________________________

Jim Provenza, Chair, Board of Supervisors

CITY OF DAVIS,
A Municipal Corporation of the State of California,

Dated: ________________________

By ______________________________

____
(Title)

CITY OF WEST SACRAMENTO, Dated: ______________________
A Municipal Corporation of the State of California,

By ______________________________

____
(Title)

CITY OF WINTERS, Dated: ___________________
A Municipal Corporation of the State of California,

By ______________________________

____
(Title)

CITY OF WOODLAND, Dated: ___________________
A Municipal Corporation of the State of California,

By ______________________________

____
(Title)

YOCHA DEHE WINTUN NATION, Dated: ___________________
A federally recognized Indian Tribe,

By ______________________________

____
(Title)

YOLO COUNTY HOUSING, Dated: ___________________

By ______________________________

____
(Title)

Attest:

By ________________________________

____
(Title)

Approved as to form

____
Robyn Truitt Drivon, County Counsel

2011-2012 SCOPE OF SERVICES

Background

The following represents the scope of services agreed upon between Yolo County OES and the partne rjurisdictions and agencies representing the shared services agreement. This attachment to the inter-governmental Memorandum of Understanding (MOU) serves to highlight the emergency management services, activities, and assistance deliverables to the participating members during FY11-12. This is an updated list that represents modifications to the original non-specific enumeration of services available through County OES, as developed in ongoing discussions with members of the shared services group.

This list does not include other services rendered to the partners in the normal course of collaboration under the Office of Emergency Services role as Operational Area Coordinator.

1. INDIVIDUAL AGENCY COORDINATION

OES will meet with designated staff from the partner jurisdictions and agencies, to identify local emergency management needs and expectations. OES will work with each agency to craft appropriate strategies for local enhancement of existing emergency management capabilities, and as appropriate provide assistance in implementation of approved improvement plans of action. As part of this process, surveys will be developed and disseminated to partners for the purpose of helping to focus on needs assessments and solutions for local program improvements.

Anticipated deliverables will include:

- Completed local needs assessments and gap analysis
- Crafted strategic plans and action guidelines that can be implemented over time
- Regularly scheduled meetings with solution-oriented planning

2. STAFF EMERGENCY MANAGEMENT TRAINING

OES will work with partner jurisdictions and agencies to identify training needs and opportunities for local staff relating to the overall enhancement of emergency management capabilities. Partners will identify appropriate levels of performance based upon OES-provided guidance to help facilitate training needs and implementation.

Anticipated deliverables will include:

- List of identified jurisdiction/agency-specific training needs
- Identification of potential training opportunities matched with needs
- Development of intermediate and long-term training implementation plan

3. EOC DEVELOPMENT

OES will provide organizational information and technical assistance to member agencies on the development or enhancement of local Emergency Operations Center (EOC) capabilities. Key elements will include a review of staffing and organization, facility features and capabilities, communications and information management systems available or needed, and development of enhanced operating guidance for assigned staff. OES may also assist with the development of training materials specific to the EOC environment, as well as to incorporate provided guidance and training into related emergency management exercises.

Anticipated deliverables will include:

- Survey and assessment of local EOC capabilities and needs based upon identified key capabilities
- Presentation of recommended EOC organizational and technical enhancements in association with partner-identified goals and needs
- Development of staff training materials
- Development of exercise strategies to test EOC concepts and capabilities

4. EXERCISE DEVELOPMENT & PRESENTATION

OES will work with member agencies/jurisdictions for the development, presentation, and assessment of emergency management activities to meet local and operational area capability requirements. Based upon communicated need and expectation of member agencies, OES will work to develop and present an assortment of emergency exercises; utilizing nationally adopted standards and methodologies. Examples of presentation options may include guided seminar, operational drill, tabletop, functional (EOC activation), or full scale (field response) exercises. OES will also assist in the development of appropriate after-action evaluations, and provide guidance in the creation of realistic and measureable corrective action strategies.

Anticipated deliverables will include:

- Identification of exercise needs and expectations based upon local emergency management program capabilities
- Development of realistic and measureable exercise schedule
- Development of local exercise plans
- Presentation and facilitation, and/or assistance with local exercise presentation
- Assistance with post-exercise evaluation and corrective action planning

5. OA COMMAND TEAM CONCEPT

OES will work with partner jurisdictions and agencies to investigate options for the establishment of an appropriate cross-disciplinary and multi-functional interagency command team concept within the Yolo Operational Area. OES will identify methods of incorporating OA command team or emergency management overhead support into existing operational area and local government systems to achieve maximum integration.

Anticipated deliverables will include:

- Identification of local expectations and perception of need
- Research and reporting on available concept options
- Development of recommendations for creation of OA command teams, including implementation strategy and timeline

6. OA MULTI HAZARD MITIGATION PLAN REVISION

OES will continue to coordinate and facilitate the revision of the inter-jurisdictional Multi Hazard Mitigation Plan on behalf of the partner agencies. OES will function as the project lead, coordinate interagency meetings, function as liaison between the operational area and the State on hazard mitigation planning, and plan submission. OES will also perform the physical document development, facilitate planning team meetings, conduct community outreach, and serve as the point of contact for inter-jurisdictional mitigation planning and implementation.

Anticipated deliverables will include:

- Continued coordination of inter-jurisdictional hazard mitigation planning effort
- Development of plan document
- Community-based collaboration
- Submission of presentation document to the California Emergency Management Agency Cal EMA) for review prior to transfer to the Federal Emergency Management Agency (FEMA) for final approval
- Continue coordination of OA Multi Hazard Mitigation Plan implementation and maintenance following FEMA approval and local adoption

7. BUSINESS CONTINUITY PLANNING

OES will assist member jurisdictions/agencies to identify continuity needs, options, and models based upon nationally accepted standards. Efforts will focus on identification of risk, current continuity practices, suitable planning models, and recommended strategies for implementing more robust and effective business and operational continuity capabilities to sustain local operability and functionality during periods of major emergency. This activity will be based upon partner expectations and identified need; using available resources and existing continuity policies.

Anticipated deliverables will include:

- Review of existing risks and threats to continuity of operations
- Presentation of planning resources and guidance for consideration
- Development of implementation plan, based upon identified need and desire
- Technical assistance with continuity planning and implementation

8. COMMUNICATIONS INTEROPERABILITY

OES will continue to facilitate inter-jurisdictional and cross-disciplinary discussions on methods for improving and sustaining interoperable communications within the Yolo Operational Area, and especially among the members of the shared services partnership. Key areas of activity will include identification of existing interoperability needs, finalization of tactical interoperability plan, development of interagency communication protocols and guidance, and scheduling of communications-based exercises and drills to test operability and functionality among all users.

Although this is activity is well underway and involves many agencies, OES will continue to function as the program lead and provide periodic updates to the partner jurisdictions/agencies at the joint emergency management level.

Anticipated deliverables will include:

- Assessment of communications interoperability within the OA
- Completion of OA Tactical Interoperability Plan (TIC-P)
- Development of interagency communications guidance and common operating protocols
- Integration of communication-specific functions into planned exercises

9. OPERATIONAL AREA AGREEMENT

OES will collaborate with the partner jurisdictions and other representatives of the operational area to develop a formal agreement that provides foundation for future and sustainable inter-jurisdictional coordination on matters of emergency management within and affecting the Yolo Operational Area.

Anticipated deliverables will include:

- Development of draft Operational Area Agreement for review and discussion by partner jurisdictions/agencies
- Development of integration strategy for proposed agreement with existing OA coordination and new shared services representation
- Identification of yet-to-be determined gaps and needs for ensuring integration at all levels within the Yolo Operational Area

Exhibit B

Yolo Emergency Services Memorandum of Understanding
Funding Formula

Funding Formula: Baseline & Population								
Contributor	**Baseline Funding**	**Juris Pop**	**Pop Percent**	**Funding by Population**	**Contributor Sub-Total**	**OA Coord Factor**	**Contributor Total**	**Percent of Gap Funding**
Yolo County 2010 Population:		*200,849*						
Yolo Co Housing	$ 10,000.00	N/A	0.00%				$ 10,000.00	5.59%
Winters	$ 10,000.00	6,624	3.30%				$ 10,000.00	5.59%
Subtotals:	***$ 20,000.00***	***6,624***	***3.30%***				***$ 20,000.00***	***11.18%***
Davis	$ 10,000.00	65,622	32.67%	$ 29,475.00	$ 39,475.00	$ (2,500.00)	$ 36,975.00	20.65%
West Sac	$ 10,000.00	48,744	24.27%	$ 21,886.00	$ 31,886.00	$ (2,500.00)	$ 29,386.00	16.41%
Woodland	$ 10,000.00	55,468	27.62%	$ 24,913.00	$ 34,913.00	$ (2,500.00)	$ 32,413.00	18.10%
Yocha Dehe	$ 10,000.00	N/A	0.00%	$ 21,808.00	$ 31,808.00	$ (2,500.00)	$ 29,308.00	16.37%
Yolo County	$ 10,000.00	24,391	12.14%	$ 10,956.00	$ 20,956.00	$ 10,000.00	$ 30,956.00	17.29%
Subtotals:	***$ 50,000.00***	***194,225***	***96.70%***	***$ 109,038.00***	***$ 159,038.00***		***$ 159,038.00***	***88.82%***
TOTALS:	**$ 70,000.00**	**200,849**	**100.00%**	**$ 109,038.00**	**$ 159,038.00**		**$ 179,038.00**	**100.00%**

Notes:	**1**	**$10,000 baseline contribution for all agencies**
	2	**$159,038 - $50,000 (baseline for Davis, West Sacramento, Woodland, County and Tribe) = $109,038**
	3	**$109,038/5 = $21,808 applied to Yocha Dehe as population impact factor**
	4	**$109,038 - $21,808 (Yocha Dehe population impact factor) = $87,230**
	5	**$87,230 x percent of population (200,849 minus Winters) for County, Davis, West Sacramento and Woodland**
	6	**$10,000 applied to County as representative of OA Coordination responsibility**
	7	**Tribal, Davis, West Sacramento and Davis totals reduced by $2,500 as a result of County assuming OA Coord charge**

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 3, 2012

SUBJECT: $5,325,000 Woodland Finance Authority 2012 Refunding Lease Agreement (Lease Revenue Bonds, 2007 Capital Projects)

Report in Brief

Due to extraordinarily low interest rates in the municipal market, an opportunity for refunding existing City debt has been identified. The 2007 Lease Revenue Bonds, which paid for the second phase of the Community and Senior Center, as well as the first phase of the Sports Park, are the best candidate for a current refunding. The proposed transaction discussed herein will save the City money, primarily within the Measure E fund.

Staff recommends the City Council adopt Resolution No. ____ approving the forms of and authorizing the execution and delivery of a Site Lease, a Facilities Lease, and an Escrow Agreement and authorizing certain additional actions relating to the refunding of bonds of the Woodland Finance Authority; and (2) the Woodland Finance Authority adopt a Resolution No. ____ approving the forms of and authorizing the execution and delivery of a Site Lease, a Facilities Lease, an Assignment Agreement and an Escrow Agreement and authorizing certain additional actions relating to the refunding of bonds of the Woodland Finance Authority.

Background

In 2007, the Woodland Finance Authority issued 2007 Lease Revenue Bonds (“the 2007 Bonds”) in the principal amount of $10,835,000 to finance the costs of acquiring and installing additional improvements to the Community Senior Center and Sports Complex and construction of a sports field.

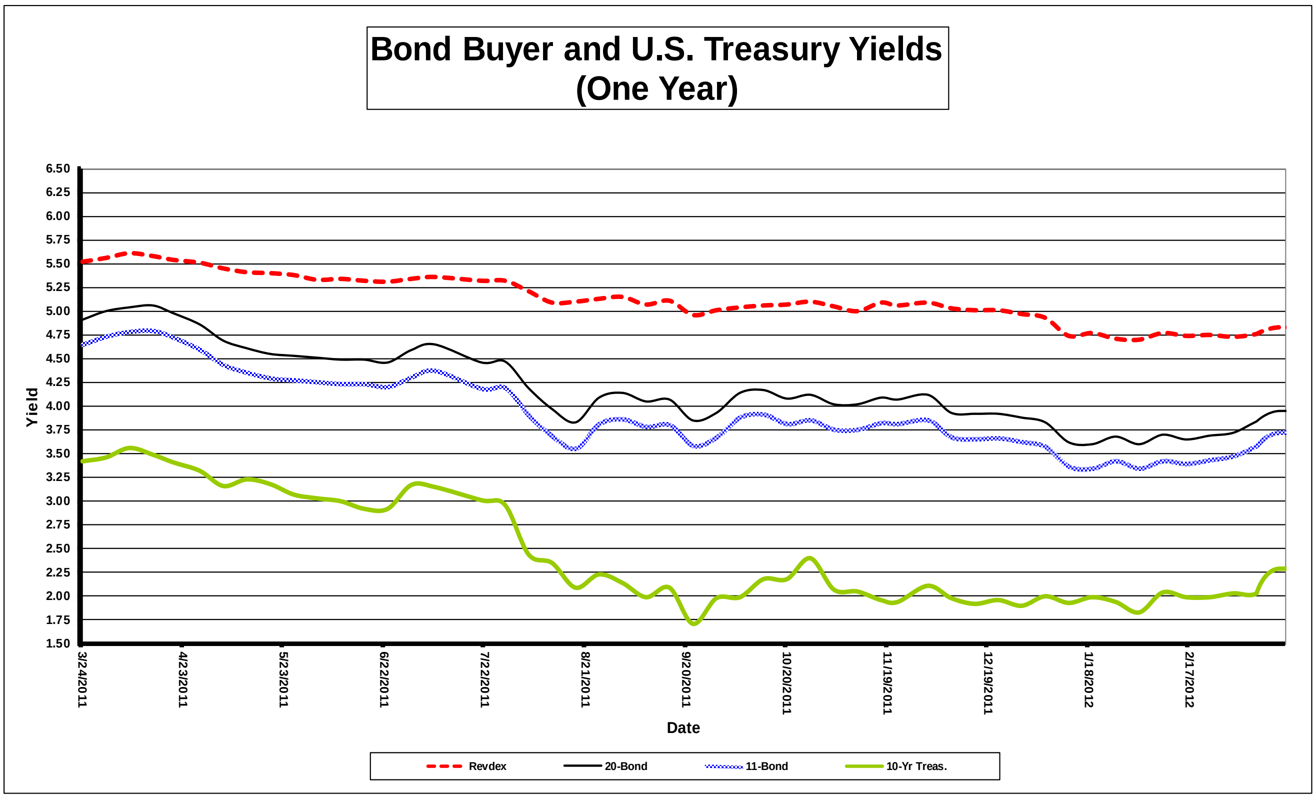
Outstanding principal is currently $6,200,000, with interest rates ranging from 3.80% in 2013 to 4.25% in 2019. The internal source of repayment is Measure E sales tax and park development impact fees. The original bonds were designed to mature when Measure E sunsets in 2018. The leased assets securing the 2007 Bonds were City Hall, Fire Station No. 1 and Fire Station No. 2.

SUBJECT: Woodland Finance Authority
2012 Refunding Lease Agreement (Private Placement)

PAGE: 2
ITEM:

Discussion

U.S. Treasury rates dropped significantly last year reaching all-time lows in September of 2011, spiking upwards last October and coming back down to near all-time lows again in February 2012. The municipal market generally moves in lockstep with the U.S. Treasury market as can be seen from the graph below.



Notes:
G.O. 20 Bond Index (20 Years, Aa3, AA)
G.O. 11 Bond Index (20 Years, Aa1, AA+)
Revenue 25 Bond Index (30 Years, A1, A+)

Because of these extraordinarily low rates, the City's Financial Advisor recognized an opportunity to refinance the 2007 Bonds to realize significant savings.

There are two ways the City can sell refunding bonds to realize savings: public offering or private placement. The sale of bonds to the public market (public offering) requires creation of an official statement, significant costs of issuance and could be a lengthy process (60-90 days) to get to market. In addition, the public offering would require a full credit rating of the City's General Fund and would require funding a reserve fund. A public offering generally works better on transactions that have more than 10-years remaining until the final maturity.

Because the 2007 Bonds have a relatively short remaining life (final maturity in 2019) a private placement refunding is a much better option. Under a private placement scenario, the bonds are placed directly with a commercial bank or other lending institution. The benefits of this method include reduced costs of issuance, an interest rate lock that lasts through the proposed closing date, discontinuance of annual disclosure requirements, and no requirement to fund a reserve fund. All of these items allow the City and Authority to keep the issuance amount much smaller and increases annual cash flow savings.

The financing team put together a bid form and sent it to nineteen competing institutions. The City received five qualifying responses ranging from the low of just under 2.00% (based on a serialized scale) to a high of 2.749%. The winning bidder was Zions Public Financial Services, a division of Zions Bank. The refunding bonds are callable on any date moving forward at a 1% premium giving the City flexibility to refund these bonds again in the future. The proposed refunding interest rate is 1.995% and the rate is locked for thirty days. The City will also be saving on annual trustee fees offset by a smaller annual fee to Zions Bank to act as Paying Agent.

The following summarizes some of the important components related to the refunding:

Outstanding Principal Amount:	$6,200,000	(2007 Bonds)
Refunding Principal Amount :	$5,296,500	(estimated proposed refunding)
Total Cash Flow Savings:	$458,612	
Average Annual Savings:	$76,435	
Net Present Value (NPV) Savings (% New):	7.66%	
Net Present Value (NPV) Savings (% Prior):	6.54%	
True Interest Cost:	1.995%	
“All-In” True Interest Cost:	2.570%	(includes all costs of issuance)

The leased assets originally pledged for the 2007 Bonds are City Hall, Fire Station No. 1 and Fire Station No. 2. Because of the value of City Hall and Fire Station No. 1, as well as the reduced size of the debt, it is anticipated that Fire Station No. 2 will no longer be needed as a pledged asset.

The following table details the remaining debt service payments on the 2007 Bonds:

Woodland Finance Authority
2012 Refunding Lease Agreement
(Lease Revenue Bonds, 2007 Capital Projects)
Gross Debt Service Schedule (Prior Issue - 2007 Bonds)

Date	Principal	Rate	Interest	Periodic Debt Service	Annual Debt Service
3/1/2012					
9/1/2012			122,942.50	122,942.50	
3/1/2013	895,000	3.800	122,942.50	1,017,942.50	1,140,885.00
9/1/2013			105,937.50	105,937.50	
3/1/2014	930,000	3.875	105,937.50	1,035,937.50	1,141,875.00
9/1/2014			87,918.75	87,918.75	
3/1/2015	965,000	3.875	87,918.75	1,052,918.75	1,140,837.50
9/1/2015			69,221.88	69,221.88	
3/1/2016	1,005,000	4.000	69,221.88	1,074,221.88	1,143,443.75
9/1/2016			49,121.88	49,121.88	
3/1/2017	1,045,000	4.000	49,121.88	1,094,121.88	1,143,243.75
9/1/2017			28,221.88	28,221.88	
3/1/2018	1,085,000	4.125	28,221.88	1,113,221.88	1,141,443.75
9/1/2018			5,843.75	5,843.75	
3/1/2019	275,000	4.250	5,843.75	280,843.75	286,687.50
Totals	**6,200,000**		**938,416.25**	**7,138,416.25**	**7,138,416.25**

The original 2007 Bonds required funding of a reserve fund, which would have essentially been used to pay the final year of debt service in 2019. The refunding will not require a reserve fund, so the existing reserve fund for the 2007 Bonds will be contributed to the refunding to reduce the size of the debt and enhance cash flow savings. Additionally, the term of the refunding has been shortened by eighteen months (from March 1, 2019 to September 1, 2017). As previously mentioned, the reserve fund for the 2007 Bonds would have been available to make full payments of debt service on March 1, 2019 and September 1, 2018 and a partial payment on March 1, 2018. The March 1, 2018 date therefore becomes the effective final maturity to the City for the 2007 Bonds. The proposed refunding matures on September 1, 2017 before this effective final maturity for the 2007 Bonds.

The following table illustrates the debt service on the proposed refunding at the serialized rates proposed by the lender:

Woodland Finance Authority
2012 Refunding Lease Agreement
(Lease Revenue Bonds, 2007 Capital Projects)
Gross Debt Service Schedule (Refunding)

Date	Principal	Rate	Interest	Periodic Debt Service	Annual Debt Service
4/12/2012					
9/1/2012	492,000	1.140	36,083.23	528,083.23	
3/1/2013	484,200	1.140	43,922.08	528,122.08	1,056,205.31
9/1/2013	487,500	1.440	41,162.14	528,662.14	
3/1/2014	491,000	1.440	37,652.14	528,652.14	1,057,314.28
9/1/2014	494,000	1.700	34,116.94	528,116.94	
3/1/2015	498,200	1.700	29,917.94	528,117.94	1,056,234.88
9/1/2015	503,700	1.960	25,683.24	529,383.24	
3/1/2016	508,600	1.960	20,746.98	529,346.98	1,058,730.22
9/1/2016	513,500	2.280	15,762.70	529,262.70	
3/1/2017	519,400	2.280	9,908.80	529,308.80	1,058,571.50
9/1/2017	304,400	2.620	3,987.64	308,387.64	
3/1/2018	-	-	-	-	308,387.64
9/1/2018	-	-	-	-	
3/1/2019	-	-	-	-	-
Totals	**5,296,500**		**298,943.83**	**5,595,443.83**	**5,595,443.83**

The financing team consisting of: Southwest Securities, Inc. as Placement Agent, along with Del Rio Advisors, LLC as Financial Advisor and Kronick, Moskovitz, Tiedemann & Girard as Bond Counsel. The schedule, should the Council authorize the refunding, would be to complete all documentation shortly after the meeting and close the transaction on Thursday, April 12, 2012.

The following legal documents related to the refunding have been prepared in substantially final form and attached for Council and Authority review:

- Site Lease: By and between the Woodland Finance Authority and the City of Woodland, whereby the City will lease to the Authority the property in exchange for an advance rental payment.

- Facilities Lease: By and between the Woodland Finance Authority and the City of Woodland whereby the Authority leases back the property to the City and under which the City will be obligated to make rental payments to the Authority.

- Assignment Agreement: Whereby the Authority assigns all rental payments to the lender.

- Escrow Agreement: Monies to be deposited into an escrow fund which will be used to retire the 2007 Bonds on May 14, 2012 without premium.

Fiscal Impact

The City should realize the annual savings of approximately $76,322 beginning in FY 2013 as a result of this refunding. The savings will be recognized within Measure E and the Park Development funds.

Public Contact

Posting of the City Council Agenda.

Alternative Courses of Action

1. Adopt Resolution No. ____ approving the forms of and authorizing the execution and delivery of a Site Lease, a Facilities Lease, and an Escrow Agreement and authorizing certain additional actions relating to the refunding of bonds of the Woodland Finance Authority; and (2) the Woodland Finance Authority adopt a Resolution No. ____ approving the forms of and authorizing the execution and delivery of a Site Lease, a Facilities Lease, an Assignment Agreement and an Escrow Agreement and authorizing certain additional actions relating to the refunding of bonds of the Woodland Finance Authority.

2. Choose to seek a public offering to carry out the refunding.

3. Choose not to move forward and maintain the 2007 Bonds debt service requirements.

Recommendation for Action

Staff recommends the City Council approve Option 1.

Prepared by: Kimberly McKinney
Finance Officer

____
Kevin O'Rourke
Interim City Manager

Attachments

CITY COUNCIL OF THE CITY OF WOODLAND

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A FACILITIES LEASE, AND AN ESCROW AGREEMENT AND AUTHORIZING CERTAIN ADDITIONAL ACTIONS RELATING TO THE REFUNDING OF BONDS OF THE WOODLAND FINANCE AUTHORITY

WHEREAS, the City of Woodland, a municipal corporation duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "City") and the Redevelopment Agency of the City of Woodland have established, pursuant to the laws of the State of California, the Woodland Finance Authority (the "Authority") for the purpose of, among other things, issuing obligations to finance and refinance public capital improvements, including, but not limited to, general municipal improvements;

WHEREAS, the Authority previously issued $10,350,000 principal amount of its Woodland Finance Authority Lease Revenue Bonds (2007 Capital Projects) (the "Prior Bonds") to finance the costs of acquiring and installing additional improvements to various capital projects located in the City;

WHEREAS, to City intends to refinance the public improvements originally financed by the Prior Bonds;

WHEREAS, such refinancing will be accomplished by (i) the City's entering into a site lease, pursuant to which the City will lease to the Authority certain real property and any facilities located thereon (the "Leased Property"), in exchange for an advance rental, (ii) the Authority's leasing back to the City the Leased Property pursuant to a facilities lease, under which the City will be obligated to make rental payments to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such rental payments to a lender pursuant to an assignment agreement in exchange for the amount of the advance rental payable under the site lease; and (iv) the deposit of the advance rental into an escrow fund, which will be used to retire the Prior Bonds;

WHEREAS, it appears to the City Council of the City of Woodland (the "City Council") that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto relating to the refinancing are desirable and in the best interests of the City;

WHEREAS, the following proposed agreements and documents relating to the refinancing, which are incorporated herein by reference, have been presented to the City Council for its review and approval:

1. a site lease between the City, as lessor, and the Authority, as lessee whereby the City will lease the Leased Property to the Authority (the "Site Lease");

2. a facilities lease between the Authority, as lessor, and the City, as lessee, whereby the Authority will lease the Leased Property to the City (the "Facilities Lease");

3. an escrow agreement between the City, the Authority, and a financial institution, as escrow agent that provides for the deposit of funds sufficient to refund the Prior Bonds and pay the cost of issuance (the "Escrow Agreement");

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the agreements and documents described above or contemplated thereby or incidental thereto are desirable and in the best interests of the City;

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

Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Approval of Financing. The City Council hereby approves the refinancing, provided that, the total principal component of the City's rental payments shall not exceed $5,325,000 and the net present value of the debt service savings shall be at least five percent (5%) of the par amount of the Prior Bonds to be refunded. The City Manager and the Finance Director, and each of them individually, are hereby authorized and directed to negotiate with the lender the final terms of the sale and its timing and to take such other actions as they deem advisable to mitigate interest rate risk and lower the total cost of the financing.

Section 3. Authorization of Officers to Execute and Deliver Documents. The City Council hereby authorizes and directs the Mayor, the City Manager, the Finance Director, and the City Clerk (the "Designated Officers"), and each of them individually, for and in the name of the City, to approve, execute, and deliver the following agreements and documents:

a. the Site Lease,

b. the Facilities Lease, and

c. the Escrow Agreement,

in substantially the forms presented to the City Council at this meeting, which agreements and documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreement or document for the City. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the City Council's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements and document presented to the City Council at this meeting. The date, principal amount, the interest rate, interest payment dates, terms of redemption, and other terms of the financing and provisions relating shall be as provided in the Site Lease and the Facilities Lease as finally executed.

Section 4. Financing Team. Del Rio Advisors, LLC, is hereby appointed as financial advisor to the City with respect to the financing; Southwest Securities, Inc., is hereby appointed as placement agent for the financing; and Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation, is hereby retained as special counsel to the City with respect to the financing. The Designated Officers, and each of them individually, are authorized to execute contracts with respect to such services.

Section 5. Designation as Qualified Tax-Exempt Obligations. The City Council hereby finds that its obligations under the Facilities Lease will not be considered private activity bonds as defined in Section 141 of the Internal Revenue Code of 1986, as amended, and the City Council reasonably anticipates that the City and all subordinate entities and all entities that issue obligations on its behalf will not issue more than $10 million of tax-exempt obligations (excluding private activity bonds) during the current calendar year. The City hereby designates its obligations under the Facilities Lease as a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

Section 6. Authorization of Officers to Execute Documents. The City Council hereby authorizes and directs the Designated Officers and other officers and agents of the City, and each of them individually, for and in the name of and on behalf of the City, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the refinancing and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 7. Effective Date. This resolution shall take effect immediately upon its adoption.

[Remainder of Page Left Intentionally Blank]

APPROVED, PASSED AND ADOPTED this 3rd day of April 2012 by the City Council of the City of Woodland by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Mayor

ATTEST:

____

City Clerk

WOODLAND FINANCE AUTHORITY

RESOLUTION NO. ________

RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE, A FACILITIES LEASE, AN ASSIGNMENT AGREEMENT, AND AN ESCROW AGREEMENT; AND AUTHORIZING AND APPROVING OTHER ACTIONS RELATED TO THE REFINANCING OF BONDS OF THE WOODLAND FINANCE AUTHORITY

WHEREAS, the Woodland Finance Authority (the "Authority") is a joint exercise of powers agency duly organized and operating pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") and a joint exercise of powers agreement (the "Joint Powers Agreement") between the City of Woodland (the "City") and the Redevelopment Agency of the City of Woodland;

WHEREAS, Article 4 of the Act and the Joint Powers Agreement authorize the Authority to lease property to assist the City in financing and refinancing public improvements;

WHEREAS, the City is authorized pursuant to the laws of the State of California to lease real property that is necessary and proper for public purposes;

WHEREAS, the City intends to refinance the public improvements originally financed by the Authority's Lease Revenue Bonds (2007 Capital Projects) (the "Prior Bonds");

WHEREAS, such refinancing will be accomplished by (i) the City entering into a site lease with the Authority, whereby the City will lease certain real property and any facilities located thereon (the "Leased Property") to the Authority in exchange for an advance rental, (ii) the Authority's leasing the property leased under the site lease back to the City pursuant to a facilities lease, under which, the City will be obligated to make rental payments to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such rental payments to a lender, in exchange for its payment of an amount equal to the advance rental, pursuant to an assignment agreement; and (iv) the deposit of the advance rental into an escrow fund to be established pursuant to an escrow agreement between the City and a financial institution, which will be used to retire the Prior Bonds;

WHEREAS, the following proposed agreements and documents relating to the refinancing, which are incorporated herein by reference, have been presented to the Authority's Board (the "Board") for its review and approval:

1. a site lease by and between the City, as lessor, and the Authority, as lessee, whereby the City will lease the Leased Property to the Authority (the "Site Lease");

2. a facilities lease by and between the Authority as lessor and the City, as lessee, whereby the Authority will lease the Leased Property to the City for rental payments that will secure debt service on the refinancing (the "Facilities Lease");

3. an assignment agreement by and between the Authority as Assignor and a lender as an assignee whereby the Authority assigns certain of its rights under the Site Lease and the Facilities Lease, including the right to receive and enforce payment of rental payments that are payable by the City under the Facilities Lease (the "Assignment Agreement"); and

4. an escrow agreement between the City, the Authority, and a financial institution, as escrow agent that provides for the deposit of funds sufficient to refund the Prior Bonds and pay the cost of issuance (the "Escrow Agreement");

WHEREAS, it appears to the Board that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto relating to the refinancing are desirable and in the best interests of the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Woodland Finance Authority, as follows:

Section 1. Recitals. The foregoing recitals are true and correct and the Board so finds and determines.

Section 2. Authorization of Officers to Execute and Deliver Documents. The Board hereby authorizes and directs the President, the Vice President, the Administrator, the Treasurer, and the Secretary of the Authority, and such other officers of the Authority as have been designated by the Board (the "Designated Officers"), and each of them individually, for and in the name of the Authority, to approve, execute, and deliver the following agreements and documents:

a. the Site Lease;
b. the Facilities Lease;
c. the Assignment Agreement; and
d. the Escrow Agreement,

in substantially the forms presented to the Board at this meeting, which agreements and documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreement or document for the Board. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements and documents presented to the Board at this meeting.

Section 3. General Authorization. The Board hereby authorizes and directs the Designated Officers, and each of them individually, for and in the name of and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the refinancing and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on April 3, 2012, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ABSTAIN: Board Members:

____

Secretary of the Authority

DRAFT

<u>RECORDING REQUESTED BY</u>:
City of Woodland

<u>WHEN RECORDED RETURN TO</u>:
Kronick, Moskovitz, Tiedemann & Girard
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814-4417
Attn: Public Finance

SITE LEASE

between the

CITY OF WOODLAND

and the

WOODLAND FINANCE AUTHORITY

Dated April 1, 2012

The term of this Site Lease is less than 35 years.

This document is recorded for the benefit of the City of Woodland and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code.

SITE LEASE

This Site Lease, dated April 1, 2012, between the City of Woodland, a general law city duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "City"), as lessor, and the Woodland Finance Authority, a joint exercise of powers agency established pursuant to the laws of the State of California (the "Authority");

W I T N E S S E T H:

WHEREAS, the City intends to refinance the public improvements originally financed by the Authority's Lease Revenue Bonds (2007 Capital Projects) (the "Bonds");

WHEREAS, such refinancing will be accomplished by (i) the City's entering into this Site Lease, pursuant to which the City will lease to the Authority the property described on Exhibit A hereto together with all present and future improvements located thereon and furniture installed or located therein (collectively, the "Leased Property"), in exchange for an advance rental, (ii) the Authority's leasing back to the City the Leased Property pursuant to the Facilities Lease dated April 1, 2012 (the "Facilities Lease"), with the Authority, and recorded concurrently herewith, pursuant to which the City will be obligated to make Rental Payments to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such Rental Payments to Zions First National Bank (the "Lender") pursuant to the Assignment Agreement dated April 1, 2012 (the "Assignment Agreement"), and recorded concurrently herewith, in exchange for the amount of the advance rental payable under the Site Lease; and (iv) the application of the advance rental to retirement of the Bonds and the payment of transaction costs;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

Section 1. Leased Property. The City hereby leases to the Authority, and the Authority hereby hires from the City, on the terms and conditions hereinafter set forth, the Leased Property.

Section 2. Term. The term of this Site Lease shall commence on the Funding Date, as that term is defined in the Facilities Lease, and shall end on March 1, 2018, unless such term is extended or sooner terminated as hereinafter provided. If the term of the Facilities Lease is extended, the term of this Site Lease shall be extended commensurately. If the City has paid and performed in full all of its obligations under the Facilities Lease, the term of this Site Lease shall end.

Section 3. Rental. As and for advance rental hereunder for the entire term hereof, the Authority shall transfer or cause to be transferred $5,313,494 to U.S. Bank National Association, as escrow agent under the Escrow Agreement dated April 1, 2012, for the benefit of the City on or before the date of commencement of the term of this Site Lease. The Authority hereby waives any right that it may have under the laws of the State of California to a rebate of such rental in full or in part in the event there is substantial interference with the use and right to possession by the Authority of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

Section 4. Purpose. The Authority shall use the Leased Property solely for the purpose of leasing it to the City pursuant to the Facilities Lease and for such purposes as may be incidental thereto; provided that in the event of default by the City under the Facilities Lease the Authority may exercise the remedies provided in the Facilities Lease.

Section 5. Owner in Fee. The City covenants that it is the owner in fee of the Leased Property.

Section 6. Assignment and Subleases. The Authority may not assign its rights under this Site Lease, except pursuant to the Assignment Agreement, or sublet the Leased Property, without the written consent of the City.

Section 7. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 8. Surrender of Possession. The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property to the City, without warranty as to condition.

Section 9. Default. If the Authority defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Facilities Lease shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Site Lease by reason of any default on the part of the Authority if any of the Bonds are Outstanding, or if such termination would affect or impair any assignment or sublease of all or any part of the Leased Property then in effect between the Authority and any assignee or subtenant of the Authority (other than the City under the Facilities Lease). So long as any such assignee or subtenant of the Authority shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

Section 10. Quiet Enjoyment. The Authority at all times during the term of this Site Lease, subject to the provisions of Section 9 hereof, shall peaceably and quietly have, hold and enjoy all of the Leased Property.

Section 11. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Authority shall be solely liabilities of the Authority as a joint exercise of powers agency, and the City hereby releases each and every member of the governing board and officer of the Authority of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No member of the governing board or officer of the Authority shall at any time or under any circumstances be individually or personally liable under this Site Lease to the City or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

Section 12. Taxes. The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

Section 13. Eminent Domain. In the event the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings the effect of such taking hereunder shall be in accord with the provisions of the Facilities Lease relating thereto.

Section 14. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, postage prepaid, and addressed as follows:

City:	City of Woodland 300 First Street Woodland, California 95695 Attn: Finance Director	**Authority:**	Woodland Finance Authority 300 First Street Woodland, California 95695 Attention: Treasurer/Controller

The City and the Authority may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

Section 16. Successors and Assigns; Assignment. Whenever in this Site Lease either the City or the Authority is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements contained in this Site Lease by, on behalf of, or for the benefit of the City or the Authority shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 17. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 18. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the City and the Authority, all with the same force and effect as though the same counterpart had been executed by both the City and the Authority.

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF WOODLAND, Lessor

By: ________________________________

ATTEST:

____

APPROVED AS TO FORM:

By: ________________________________

WOODLAND FINANCE AUTHORITY, Lessee

By: ________________________________

ATTEST:

____

NOTARY ACKNOWLEDGMENTS – CALIFORNIA

Insert CALIFORNIA All-Purpose Acknowledgment forms for City and Authority

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

The following described real property in the City of Woodland, County of Yolo, State of California, described as follows:

Parcel One:

All of Lots 7, 8, 9, 10, 11 and 12, Block 1, as shown on the Plat of Woodland, filed for record in the Office of the Yolo County Recorder on June 25, 1863 in Book D of Deeds at Page 722.

Parcel Two:

That real property in the City of Woodland, County of Yolo, State of California, situate in a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, and being Lots 47 and 48, as said Lots appear on The Oaks Subdivision, filed August 21, 1912, in Book 2 of Maps, at Page 61, Yolo County Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 48 said point being on the North side of Court Street; thence, from said point of beginning, along the South line of said Lots 47 and 48 and the North right-of-way line of Court Street, North 90° 00' 00" West 100.00 feet to the Southwest corner of said Lot 47 said corner also being the intersection of the North right of way line of Court Street with the Easterly right-of-way line of Grand Avenue; thence, along the West line of said Lot 47 and the Easterly line of Grand Avenue, North 00° 00' 00" East 159.00 feet to the Northwest corner of said Lot 47 said corner being the intersection of the Easterly right-of-way line of Grant Avenue and the Southerly line of a 20 foot alley; thence, East along the North line of said Lots 47 and 48 and the Southerly line of said 20 foot alley, North 90° 00' 00" East 100.00 feet to the Northeast corner of said Lot 48; thence, South along the East line of said Lot 48, South 00° 00' 00" East 159.00 feet to the point of beginning.

Parcel One is commonly known as City Hall, 300 First Street, Woodland, CA, APN 005-211-28-1.

Parcel Two is commonly known as Fire Station No. 1, 101 and 105 Court Street, Woodland, CA APN 005-554-13-1.

DRAFT

FACILITIES LEASE

between the

WOODLAND FINANCE AUTHORITY

and the

CITY OF WOODLAND

Dated April 1, 2012

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FACILITIES LEASE

This Facilities Lease dated April 1, 2012 (this "Facilities Lease"), and entered into between the Woodland Finance Authority (the "Authority"), as lessor, and the City of Woodland (the "City"), as lessee,

W I T N E S S E T H :

WHEREAS, the Authority is a joint exercise of powers agency duly organized and validly existing pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act") and an Agreement entitled "Joint Exercise of Powers Agreement" (the "Joint Powers Agreement") between the City and the Redevelopment Agency of the City of Woodland;

WHEREAS, Article 4 of the Act and the Joint Powers Agreement authorize the Authority to lease property to assist the City in financing and refinancing public improvements;

WHEREAS, the City, a municipal corporation duly organized and validly existing under and by virtue of the laws of the State of California, is authorized pursuant to the laws of the State of California to lease real property that is necessary and proper for public purposes;

WHEREAS, the City intends to refinance the public improvements originally financed by the Authority's Lease Revenue Bonds (2007 Capital Projects) (the "Bonds");

WHEREAS, such refinancing will be accomplished by (i) the City's entering into the Site Lease dated April 1, 2012, and recorded concurrently herewith (the "Site Lease"), with the Authority, pursuant to which the City will lease to the Authority the property described on Exhibit A hereto together with all present and future improvements located thereon and furniture installed or located therein (collectively, the "Leased Property"), in exchange for an advance rental, (ii) the Authority's leasing back to the City the Leased Property pursuant to this Facilities Lease, pursuant to which the City will be obligated to make Rental Payments to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such Rental Payments to Zions First National Bank (the "Lender") pursuant to the Assignment Agreement dated April 1, 2012, and recorded concurrently herewith, in exchange for the amount of the advance rental payable under the Site Lease; and (iv) the application of the advance rental to retirement of the Bonds and the payment of transaction costs;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS; OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1. <u>Definitions</u>. For all purposes of this Facilities Lease and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires:

(A) The terms defined in this Section shall have the meanings herein specified and include the plural as well as the singular.

(B) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(C) All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of applicability thereof.

(D) All references herein to "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Facilities Lease as originally executed.

(E) The words "herein," "hereof," "hereby," "hereunder," and other words of similar import refer to this Facilities Lease as a whole and not to any particular Article, Section, or other subdivision.

(F) Words of any gender shall mean and include words of all other genders.

Applicable Environmental Laws means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

(1) the existence, cleanup, and/or remedy of contamination on property;

(2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;

(3) the control of hazardous wastes; or

(4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

Assignment Agreement means the assignment agreement dated April 1, 2012, between the Authority and the Lender pursuant to which the Authority assigns certain of its rights under the Site Lease and the Facilities Lease to the Lender.

Authority means the Woodland Finance Authority, a joint exercise of powers agency duly organized and validly existing under and by virtue of the laws of the State of California, as lessee under the Site Lease and lessor hereunder.

Business Day means any day other than a Saturday, Sunday, or a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed.

City means the City of Woodland.

Code means the Internal Revenue Code of 1986 and the regulations applicable to or issued thereunder.

Escrow Agent means U.S. Bank National Association, as escrow agent under the Escrow Agreement, its successors and assigns, and any other corporation or association that may at any time be substituted in its place in accordance with the Escrow Agreement.

Escrow Agreement means that certain agreement dated April 1, 2012, between the City, the Authority, and the Escrow Agent, regarding the refunding of the Prior Bonds.

Escrow Fund means the fund created pursuant to the Escrow Agreement.

Event of Default means any of the events specified in Section 7.1 (Events of Default).

Facilities Lease means this Facilities Lease by and between the Authority and the City, dated April 1, 2012, wherein the Authority leases the Leased Property to the City, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof.

Fiscal Year means the period beginning on July 1 of each year and ending on the next succeeding June 30 or any other twelve-month period hereafter selected and designated as the official fiscal year period of the City.

Funding Date means the date payment is made by the Authority to or for the account of the City under the Site Lease.

Hazardous Substance means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Leased Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

Leased Property means the real property described in Exhibit A attached to this Facilities Lease together with all present and future improvements located thereon and furniture installed or located therein.

Lender means Zions First National Bank, as assignee of the Authority under the Assignment Agreement.

National Flood Insurance Program means the insurance program created by the National Flood Insurance Act of 1968 and administered by the Federal Emergency Management Agency.

Net Proceeds means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Leased Property, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Opinion of Counsel means a written opinion of a law firm experienced in matters relating to obligations the interest on which is excludable from gross income for federal income tax purposes, selected by the City.

Payment Date means March 1 and September 1 in each year, commencing September 1, 2012.

Permitted Encumbrances means (1) liens for general ad valorem taxes and assessment, if any, not then delinquent, or that the City may, pursuant to the terms of this Facilities Lease, permit to remain unpaid, (2) the Site Lease and the Facilities Lease, as they may be amended from time to time, (3) the Assignment Agreement, as it may be amended from time to time, and any other agreement assigning the Lender's rights under this Facilities Lease, as permitted hereby and by the Assignment Agreement (4) any right or claim of any mechanic, laborer, materialman, supplier, or vendor not filed or perfected in the manner prescribed by law, (5) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions that the City certifies to the Lender in writing will not materially impair the use of the Leased Property, and (6) liens relating to special assessments levied with respect to the Leased Property.

Person means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Prior Bonds means the outstanding bonds of the Woodland Finance Authority designated the Woodland Finance Authority Lease Revenue Bonds (2007 Capital Projects).

Rental Payments means the rental payments payable by the City pursuant to the provisions of the Facilities Lease.

Site Lease means the Site Lease by and between the City and the Authority, dated April 1, 2012, wherein the City leases the Leased Property to the Authority, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof and thereof.

State means the State of California.

Statement, **Certificate**, **Request**, **Requisition**, and **Order of the City** mean, respectively, a written statement, certificate, request, requisition, or order signed in the name of the City by the City Manager, the Director of Finance, or any other person authorized by the City to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Tax Certificate means the tax certificate delivered by the City at the time of the execution and delivery of this Facilities Lease, as the same may be further amended or supplemented in accordance with its terms.

Section 1.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid:

to the City:

City of Woodland
300 First Street
Woodland, California 95695
Attention: ________________

to the Authority:

Woodland Finance Authority
300 First Street
Woodland, California 95695
Attention: _______________

to the Lender:

Zions First National Bank
One South Main Street, 18th Floor
Salt Lake City, UT 84133
Attention:_________________

The City, the Authority or the Lender may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

Section 1.3. Successors and Assigns. Whenever in this Facilities Lease either the City, the Authority, or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Facilities Lease contained by, on behalf of, or for the benefit of the City, the Authority, or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 1.4. Benefits of Agreement. Nothing in this Facilities Lease expressed or implied is intended or shall be construed to give to any person other than the City, the Authority, and the Lender any legal or equitable right, remedy, or claim under or in respect of this Facilities Lease or any covenant, condition, or provision therein or herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Authority, and the Lender.

Section 1.5. Amendments. This Facilities Lease may be altered, amended, or modified in writing as may be mutually agreed by the Authority and the City, subject to the prior written approval of the Lender.

Section 1.6. Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Facilities Lease.

Section 1.7. Validity and Severability. If any one or more of the provisions contained in this Facilities Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Facilities Lease and such invalidity, illegality, or unenforceability shall not affect any other provision of this Facilities Lease, and this Facilities Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City and the Authority hereby declare that they would have adopted this Facilities

Lease and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Facilities Lease may be held illegal, invalid, or unenforceable.

If for any reason it is held that any of the covenants and conditions of the City hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facilities Lease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the City annually in consideration of the right of the City to possess, occupy, and use the Leased Property, and all of the rental and other terms, provisions, and conditions of this Facilities Lease, except to the extent that such terms, provisions, and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 1.8. Governing Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State.

Section 1.9. Execution in Counterparts. This Facilities Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1.10 No Personal Liability. No City Council member, governing board member, officer, or employee of the Authority or the City shall be individually or personally liable for the payment of the Rental Payments or the interest thereon, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

ARTICLE 2
REPRESENTATIONS AND COVENANTS OF AUTHORITY AND CITY

Section 2.1. Representations and Covenants of the Authority. . The Authority hereby represents and covenants for the benefit of the City and its assignees as follows:

(A) Valid Existence. The Authority has been duly organized and is validly existing as a joint exercise of powers agency under the laws of the State.

(B) Power to Enter into Agreements. The Authority is authorized to enter into the Site Lease, this Facilities Lease, and the Assignment Agreement and perform all of its obligations hereunder and thereunder.

(C) Due Authorization. The Site Lease, this Facilities Lease, and the Assignment Agreement have been duly authorized by all necessary action on the part of the Authority.

(D) Enforceability of Agreements. The Authority represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Site Lease, this Facilities Lease, and the Assignment Agreement, except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles.

Section 2.2. Representations and Covenants of the City. The City hereby represents and covenants for the benefit of the Authority and its assignees as follows:

(A) Valid Existence. The City has been duly organized and is validly existing as a municipal corporation under the laws of the State.

(B) Power to Enter into Agreements. The City is authorized under the California Government Code to enter into the Site Lease and this Facilities Lease and perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease and this Facilities Lease have been duly authorized by all necessary action on the part of the City.

(D) Enforceability of Agreements. The City represents, covenants, and warrants that the Site Lease and this Facilities Lease are valid and binding obligations of the City, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles.

(E) No Violation of Law or Breach of Contract. The execution and delivery of the Site Lease and this Facilities Lease and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the City under any court order or administrative decree to which the City is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which the City is a party or is otherwise subject or bound.

(F) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site Lease and this Facilities Lease, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(G) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending or overtly threatened in writing wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of the Site Lease or this Facilities Lease.

(H) No Defaults. The City has never failed to appropriate or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Facilities Lease, or under any of its bonds, notes, or other debt obligations.

(I) Financial Condition. The financial statements of the City for the year ended June 30, 2011, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the City's financial condition as of the date of the statements. The City has experienced no material change in its financial condition since June 30, 2011.

(J) Fee Title; Encumbrances. The City is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the City's use of the Leased

Property for the purposes for which they are, or may reasonably be expected to be, held. The Site Lease and this Facilities Lease are the only leases that encumber the Leased Property.

(K) Current Compliance. The City is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Leased Property.

(L) Use of the Leased Property. During the term of this Facilities Lease, the Leased Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(M) Hazardous Substances. To the best of the City's knowledge, the Leased Property is free of all Hazardous Substances.

(N) Value of Leased Property. The insured value of the Leased Property is at least $_____________.

(O) Accuracy of Information. All information provided by the City to the Lender was, at the time provided, complete and accurate in all material respects. No document provided nor any representation, warranty or other written statement made to the Lender in connection with the negotiation, preparation or execution of this Facilities Lease contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or provided) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(P) Role of the Lender. The City acknowledges that: (a) the Lender is acting solely as assignee of the Authority's interests in the Facilities Lease for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor; (b) the Lender has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to its purchase of the Authority's interests in the Facilities Lease; and (c) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Lender) to the extent that the City desired to obtain such advice.

ARTICLE 3
LEASE OF LEASED PROPERTY

Section 3.1. Lease of Leased Property. The Authority hereby demises and leases to the City, and the City hereby rents and hires from the Authority, the Leased Property in accordance with the provisions of this Facilities Lease, to have and to hold for the term of this Facilities Lease.

Section 3.2. No Merger of Estates. The leasing by the Authority to the City of the Leased Property pursuant to this Facilities Lease shall not effect or result in a merger of the City's leasehold estate pursuant hereto and its fee estate. The Authority shall continue to have and hold a leasehold estate in the Leased Property pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease. As to the Leased Property, this Facilities Lease shall be deemed and constitute a sublease.

Section 3.3. Lease Term; Occupancy. (A) Term. The term of this Facilities Lease shall commence on the Funding Date and shall end on March 1, 2018, unless such term is extended or sooner terminated as hereinafter provided. If on March 1, 2018, the rental payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental abatement insurance or other sources, or the City shall have defaulted in its payment of rental hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Facilities Lease shall be extended for the actual period of abatement or for so long as the default remains uncured, but not to exceed five (5) years. When the aggregate rental paid under this Facilities Lease equals the total rental originally scheduled herein, and the City has paid and performed in full all of its other obligations under this Facilities Lease, the term of this Facilities Lease shall end ten (10) days thereafter or ten (10) days after written notice by the City to the Authority, whichever is earlier.

(B) Occupancy. The City will take possession of the Leased Property upon commencement of the term of this Facilities Lease.

Section 3.4. Modifications to the Leased Property. Subject to Section 5.5 (Liens) hereof, the City shall, at its own expense, have the right to remodel, make alterations or improvements to, or attach fixtures, structures, or signs to the Leased Property if the alterations, improvements, fixtures, structures, or signs are necessary or beneficial for the use of the Leased Property by the City, provided, however, that such actions by the City shall not materially adversely affect the value of the Leased Property.

Section 3.5. Title to the Leased Property. During the term of this Facilities Lease, the Authority shall have a leasehold estate in the Leased Property pursuant to the Site Lease. Upon the termination or expiration of the term of this Facilities Lease, full title to the Leased Property shall vest in the City.

Section 3.6. Substitution. The City may substitute alternate property for any property that constitutes the Leased Property for purposes of the Site Lease and this Facilities Lease, but only with the written consent of the Lender to the substitution, which consent shall not be unreasonably withheld, and only after the City shall have filed with the Lender all of the following:

(A) Replacement Value. Either (1) an MAI appraisal demonstrating that the fair market value or (2) a Certificate of an Insurance Consultant stating that the replacement value (estimated for casualty insurance purposes) of the property that will constitute the Leased Property after the substitution (the "Substituted Property") will be at least equal to one hundred ten percent (110%) of the sum of the unpaid principal components of the Rental Payments;

(B) Title Insurance. A California Land Title Association leasehold owner's policy or policies or a commitment for such policy or policies or an amendment or endorsement to an existing policy or policies in an amount or amounts such that the amount of title insurance coverage with respect to the Substituted Property is at least equal to the amount of such insurance with respect to the Leased Property prior to the substitution. Each such policy or endorsement, when issued, shall name the Lender as an insured and shall insure the leasehold estate of the Authority in the Substituted Property, subject only to the following exceptions: (1) Permitted Encumbrances and (2) other exceptions that do not substantially interfere with the City's right to use and occupy the substituted property and that will not result in an abatement of Rental Payments under Section 4.6 (Abatement of Rental);

(C) No Effect on Occupancy; Useful Life. A Certificate of the City certifying that such substitution does not adversely affect the City's use and occupancy of the Leased Property and that the Substituted Property has a useful life extending at least to March 1, 2023;

(D) No Prior Liens. A Certificate of the City certifying that the Substituted Property is not subject to any liens securing monetary obligations (other than Permitted Encumbrances), unless such liens are subordinate to the interests of the Authority created by this Facilities Lease;

(E) Essential Property. A Certificate of the City certifying that the Substituted Property is essential to the fulfillment of the City's governmental purposes;

(F) Current Compliance. A Certificate of the City certifying that the City is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Substituted Property;

(G) Hazardous Substances. A Certificate of the City certifying that, to the best of the City's knowledge, the Substituted Property is free of all Hazardous Substances;

(H) Insurance. A Certificate of the City certifying that the Substituted Property is insured as required hereunder;

(I) Opinion of Counsel. An opinion of counsel, addressed to the City and the Lender, stating that the amendments to the Site Lease and this Facilities Lease that implement the substitution (1) are authorized or permitted by and comply with the Constitution and laws of the State of California; and (2) upon execution and delivery will be valid obligations of the City;

(J) Documents. Executed copies of the amended Site Lease and Facilities Lease (or amendments thereto to accomplish such substitution) containing the amended description of the Leased Property;

(K) Recording. A Certificate of the City certifying that the amended Site Lease and Facilities Lease (or amendments thereto to accomplish such substitution), or memoranda thereof, have been duly recorded in the official records of the county in which the Substituted Property is located;

Property that is no longer a part of the Leased Property as a result of a substitution of property completed in accordance with this section shall be released from the lien of this Facilities Lease upon the effective date of such substitution. Upon such substitution, the property released herefrom shall be conveyed to the City, and the Authority and/or the Lender shall execute and deliver all documents necessary or appropriate to convey or reconvey such property to the City, free of all restrictions and encumbrances imposed or created by this Facilities Lease and/or the Site Lease.

Section 3.7. Actions in the Event of Uninsured Casualty.(A) Substitution of Property. If the Leased Property is damaged or destroyed owing to a risk (such as earthquake) against which the City is not insured and for which rental abatement insurance is not available, the City shall substitute under the Site Lease and this Facilities Lease one or more parcels of unimpaired and unencumbered real property the insured value of which is at least one hundred ten percent (110%) of the unpaid principal components of the Rental Payments.

(B) Refinancing. If the City is unable to substitute real property for the Leased Property in the amount required under subsection A above, the City shall use its best efforts to prepay principal components of the Rental Payments such that the insured value of the undamaged Leased Property is at least one hundred ten percent (110%) of the remaining unpaid principal components of the Rental Payments.

(C) Senior Encumbrance. If the City is unable to implement either (A) or (B) above, the City and the Authority hereby agree that the obligations evidenced by this Facilities Lease shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Facilities Lease and there shall be no payments during the Lease Term on the obligations evidenced or secured thereby until all of the scheduled Rental Payments set forth on Exhibit B hereto have been paid in full.

ARTICLE 4
RENTAL PAYMENTS

Section 4.1. Rental Payments. The City agrees to pay to the Authority as annual rental for the use of the Leased Property (subject to the provisions of Section 4.6 (Abatement of Rental) hereof) the following amounts, at the following times, in the manner hereinafter set forth:

(A) Amount and Timing. The City shall pay rental payments, comprising principal and interest components, in installments of the amounts and at the times set forth in the Schedule of Rental Payments attached as Exhibit B hereto. The interest components of the Rental Payments shall be paid by the City as and constitute interest paid on the principal components of the Rental Payments.

(B) Extension of Lease Term. If the term of this Facilities Lease shall have been extended pursuant to Section 3.2 (Lease Term; Occupancy) hereof because of an abatement of rental, Rental Payments shall continue to be due as described herein. Rental Payment installments shall continue to be payable in installments on March 1 and September 1 in each year, continuing to and including the date of termination of this Facilities Lease. Upon such extension of this Facilities Lease, the principal and interest components of the Rental Payments shall be established so that the principal components will, in the aggregate, be sufficient to pay all unpaid principal components and the interest components will be sufficient to pay all unpaid interest components plus interest on the extended principal components at the rate of 2.62% per annum, computed on the basis of a 360-day year composed of twelve 30-day months.

(C) Rental Period. Each payment of Rental Payments shall be for the use of the Leased Property for the six-month period ending on the Payment Date.

(D) Medium and Place of Payment. Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to the Lender, as the assignee of the Authority. Rental Payments shall be paid to the Lender as follows:

Payments by check:	Payments by wire: ABA#: For Credit to: Reference: City of Woodland

(E) Rate on Overdue Payments. Any Rental Payment installment that is not paid when due shall bear interest at the rate of twelve percent (12%), or such lesser rate allowed by law, from the date the installment was due hereunder until the same shall be paid.

Section 4.2. Allocation of Rental Payments. All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

Section 4.3. No Offsets. Notwithstanding any dispute between the Authority and the City, the City shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final resolution of such dispute. In the event of a determination that the City was not liable for the Rental Payments or any portion thereof, the payments or excess payments, as the case may be, shall, at the option of the City, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.

Section 4.4. Net Lease. This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Rental Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges, or setoffs whatsoever.

Section 4.5. Covenant to Budget and Appropriate. The City covenants and agrees to take such action as may be necessary to include all Rental Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Rental Payments. Annually within thirty (30) days of the adoption of the budget, the City will furnish to the Authority a Certificate of the City certifying that such budget contains the necessary appropriation for all Rental Payments. If requested in writing by the Authority, the City will furnish a copy of such budget.

The agreements and covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the agreements and covenants in this Facilities Lease agreed to be carried out and performed by the City.

Section 4.6. Abatement of Rental. Rental Payments shall be abated proportionately during any period in which, by reason of damage to, destruction of, taking under the power of eminent domain (or sale to any entity threatening the use of such power) of, or title defect with respect to any portion of the Leased Property, there is substantial interference with the use and possession of the Leased Property or a portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portion of the Leased Property not so interfered with. Such abatement shall commence with the date of such interference and shall end only with cure thereof.

Section 4.7. No Termination Upon Damage or Destruction. The City waives the benefits of Civil Code Sections 1932, subd. 2, and 1933, subd. 4, and any and all other rights to terminate this Facilities Lease by virtue of any such damage or destruction.

Section 4.8. Contributions/Advances. Nothing contained in this Facilities Lease shall prevent the City from making contributions or advances to the Authority from time to time for any purpose now or hereafter authorized by law, including the making of repairs to, or the restoration of, the Leased Property in the event of damage to or the destruction of the Leased Property.

Section 4.9. Prepayment. On any date, the City may prepay its obligations hereunder in whole by paying to the Lender an amount equal one hundred one percent (101%) of the unpaid principal components of the Rental Payments, plus the interest accrued thereon from the last Payment Date to the date fixed for prepayment, plus the amount of any interest components of the Rental Payments that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the lease term, plus the interest component of any Rental Payments then in default. Upon such prepayment, and satisfaction of all other obligations of the City hereunder, the term of this Facilities Lease shall terminate.

The City shall, at least thirty 30 days prior to such prepayment, notify the Lender of its intention to prepay its obligations hereunder. The City agrees that, if following such prepayment the Leased Property are damaged or destroyed or taken by eminent domain, it is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Rental Payments and shall not be entitled to any reimbursement of such Rental Payments.

ARTICLE 5
COVENANTS

Section 5.1. Quiet Enjoyment. The Authority hereby covenants to provide the City during the term of this Facilities Lease with quiet use and enjoyment of the Leased Property and the City shall during the term of this Facilities Lease peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from the Authority, so long as the City observes and performs its covenants and agreements and is not in default hereunder.

Section 5.2. Right of Entry. The Authority and its assignees shall have the right (but not the duty) to enter the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Authority's or the City's rights or obligations under this Facilities Lease, and (c) for all other lawful purposes.

Section 5.3. Maintenance of the Leased Property by City. The City agrees that, at all times during the term of this Facilities Lease, the City will, at the City's own cost and expense, maintain, preserve, and keep the Leased Property and every portion thereof in good repair, working order, and condition and that the City will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals.

Section 5.4. Taxes and Other Governmental Charges; Utility Charges; Contest of Charges. (A) Taxes and Other Governmental Charges on the Leased Property. The parties to this Facilities Lease contemplate that the Leased Property will be used for governmental purposes of the City and, therefore, that the Leased Property will be exempt from all taxes presently assessed and levied with respect to property. If the use, possession, or acquisition by the City or the Authority of the Leased Property is found to be subject to taxation in any form, the City will pay during the term of this Facilities Lease, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property, and any equipment or other property acquired by the City in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Leased Property; provided that, with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are accrued during such time as this Facilities Lease is in effect.

(B) Utility Charges. The City shall pay or cause to be paid all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Leased Property.

(C) Contest of Charges. The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, or other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the City that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Authority in the Leased Property will be materially endangered or the Leased Property, or any part thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments, or charges or provide the Authority with full security against any loss that may result from nonpayment, in form satisfactory to the Authority.

Section 5.5. Liens. If the City shall at any time during the term of this Facilities Lease cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the City shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or for the City in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or the Authority's interest therein. If any such lien attaches to or is filed against the Leased Property or the Authority's interest therein, the City shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the City desires to contest any such lien it may do so in good faith. If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and the stay thereafter expires, the City shall forthwith pay (or cause to be paid) and discharge such judgment. The City agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Authority and its directors and agents harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Leased Property or the Authority's interest therein.

Section 5.6. Environmental Covenants. (A) Compliance with Laws; No Hazardous Substances. The City will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(B) Notification of the Authority. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Authority, and the City will notify the Authority in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Authority.

(C) Access for Inspection. The City will permit the Authority, its agents, or any experts designated by the Authority to have full access to the Leased Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Authority has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.7. Assignment and Subleasing by City. Neither this Facilities Lease nor any interest of the City hereunder shall be mortgaged, pledged, assigned, sublet, or transferred by the City by voluntary act or by operation of law or otherwise, except with the prior written consent of the Authority, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting shall not affect the tax-exempt status of the interest components of the Rental Payments payable by the City hereunder. No such mortgage, pledge, assignment, sublease, or transfer shall in any event affect or reduce the obligation of the City to make the Rental Payments required hereunder.

Section 5.8. City Consent to Assignments. Certain of the Authority's rights under the Site Lease and this Facilities Lease, including the right to receive and enforce payment of the Rental Payments, are being assigned to the Lender pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Lender or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, that may be reasonably requested by the Lender or its assignees to protect their interests in the Leased Property and in this Facilities Lease. The City acknowledges and agrees that on and after such assignment, all references in this Facilities Lease and the Site Lease to the Authority shall be to the Lender.

Section 5.9. Authority's Disclaimer of Warranties. The Authority makes no agreement, warranty, or representation, either express or implied, as to the value, design, condition, habitability, merchantability, fitness for particular purpose, or fitness for use of the leased property, or warranty with respect thereto. The City acknowledges that the Authority has not constructed the leased property and is not a real estate broker, that the City leases the leased property as-is, its being agreed that all of the aforementioned risks are to be borne by the city. In no event shall the Authority be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Facilities Lease or the existence, furnishing, functioning, or the City's use of the Leased Property or any item or products or services provided for in this Facilities Lease.

Section 5.10. Authority Not Liable; Indemnification of the Authority. The Authority, the Lender, and their respective directors, officers, agents, and employees shall not be liable to the City or to any other party whomsoever for any death, injury, or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property.

The City shall to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Authority, the Lender, and their assignees and their directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Facilities Lease or any other agreement entered into in connection herewith or therewith, the design or ownership of the Leased Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any part of the Leased Property, violation of Applicable Environmental Laws, or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Leased Property resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the City or the Authority; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Facilities Lease or the termination of the term of this Facilities Lease for any reason. The City and the Authority mutually agree to promptly give notice to each other and the Authority of any claim or liability hereby indemnified against following either's learning thereof.

Section 5.11. Federal Income Tax Covenants. The City shall at all times do and perform all acts and things permitted by law and this Facilities Lease that are necessary and desirable in order to assure that the interest component of the Rental Payments will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the City agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the City's obligations hereunder.

Section 5.12. Further Assurances. The City and the Authority agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of this Facilities Lease.

Section 5.13. Financial Statements; Budgets. During the term of this Facilities Lease, the City shall, at the request of the Lender, furnish or cause to be furnished to the Lender, at the City's expense, (i) the audited financial statements of the City within six (6) months of the end of the Fiscal Year, or as soon as practicable thereafter, and (ii) any interim or unaudited financial statements that may be reasonably requested by the Lender as soon as available. Any audited financial statements furnished to the Lender shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the City's financial condition as of the date of the statements. The City hereby agrees to provide the Lender with such other information as may be reasonably requested by the Lender.

Section 5.14. Observance of Laws and Regulations. The City will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the City, including the City's right to exist and carry on business as a municipal corporation, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 5.15 Notices. During the Term of this Facilities Lease, the City shall provide to the Lender:

(A) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action that constitutes an Event of Default under this Facilities Lease, together with a Certificate of the City of the steps being taken by the City to cure the effect of such Event of Default.

(B) prompt written notice of any material litigation, or any investigation, inquiry or similar proceeding by any governmental authority.

ARTICLE 6
INSURANCE; EMINENT DOMAIN

Section 6.1. Insurance Coverage. At its own expense, the City shall maintain (i) casualty insurance insuring the Leased Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by the Lender in an amount equal to 100% of the replacement cost without deduction for depreciation; (ii) liability insurance that protects the Lender from liability in all events in a reasonable amount satisfactory to the Lender; (iii) rental abatement insurance in an amount equal to at least 24 months of Rental Payments; (iv) workers' compensation insurance covering all employees working on, in, near or about the Leased Property; and (v) title insurance in the form of a CLTA policy insuring the leasehold interest of the Lender, with only such exceptions as are approved by the Lender, in an amount equal to the total principal components of the Rental Payments. At its own expense, the City shall also maintain insurance insuring the Leased Property against loss or damage by flood in an amount equal to the least of (i) the maximum amount of National Flood Insurance Program flood insurance available, (ii) the unpaid principal components of the Rental Payments, and (iii) 100% of the replacement cost of the Leased Property.

Section 6.2. Alternative Risk Management. Except for title insurance and flood insurance, the City may provide the insurance required by Section 6.1 through (1) a self-insurance method or plan of protection, except for rental abatement insurance, and otherwise only with the Lender's prior written consent, (2) a program involving captive insurance companies, (3) participation in state or federal insurance programs, (4) participation with other public agencies in mutual or other cooperative insurance or other risk management programs, including those made available through joint exercise of powers agencies, or (5) establishment or participation in other alternative risk management programs.

Section 6.3. General Insurance Provisions. All such insurance shall be with insurers that are authorized to issue such insurance in the State. Other than the workers' compensation insurance, all liability insurance policies related to the Leased Property shall name the Lender as an additional insured. All casualty insurance, flood insurance, and title insurance related to the Leased Property shall contain a provision making any losses payable to the Lender and the City as their respective interests may appear. All insurance proceeds from rental abatement insurance shall be paid to the Lender and shall be credited toward the payment of Rental Payments in the order in which the Rental Payments come due and payable. All policies shall contain a provision to the effect that such insurance shall not be cancelled or modified materially and adversely to the interest of the Lender without first giving written notice thereof to the Lender at least ten (10) days in advance of such modification or cancellation. Such changes shall not become effective without the Lender's prior consent, which consent shall not be unreasonably withheld. The City shall, at the Lender's request, furnish to the Lender certificates and endorsements evidencing such coverage.

Section 6.4. Advances. If the City shall fail to maintain the full insurance coverage required by this Facilities Lease or shall fail to keep the Leased Property in good repair and operating condition, the Lender may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and the City agrees to reimburse the Lender all amounts so advanced within thirty (30) days of a written request therefor.

Section 6.5. Damage, Destruction, and Condemnation. If (a) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, or (b) title to, or the temporary use of, the Leased Property or any part thereof is taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the City and the Lender shall cause the proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, reconstruction, or replacement of the Leased Property, unless the City has exercised its right to prepay this Facilities Lease as provided herein. Any balance of the proceeds not required for such repair, reconstruction, or replacement shall be paid to the City.

ARTICLE 7
DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following events shall be Lease Default Events:

(A) Payment Default. Failure of the City to pay any Rental Payment payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence of this Facilities Lease;

(B) Breach of Covenant. Failure of the City to keep, observe, or perform any other term, covenant or condition contained herein to be kept or performed by the City for a period of thirty (30) days after notice of the same has been given to the City by the Lender.

(C) Transfer of City's Interest. Assignment or transfer of the City's interest in this Facilities Lease or any part hereof without the written consent of the Lender, either voluntarily or by operation of law or otherwise;

(D) Bankruptcy or Insolvency. Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the City or of all or substantially all of its assets, by or with the consent of the City, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty days, or agreement by the City with the City's creditors to effect a composition or extension of time to pay the City's debts, or request by the City for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or a general or any assignment by the City for the benefit of the City's creditors;

(E) Abandonment of the Leased Property. Abandonment by the City of any part of the Leased Property. Property released from the lien of this Facilities Lease hereof shall not be deemed abandoned by the City.

Section 7.2. Remedies on Default. Upon the occurrence and during the continuance of a Lease Default Event, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease. Upon a Lease Default Event, the Authority shall have the option to do any of the following:

(A) Termination of Lease.

(1) Notice of Termination; Re-entry. By written notice to the City, to terminate this Facilities Lease and to re-enter the Leased Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Property and place such personal property in storage in any warehouse or other suitable place in Yolo County, State of California. In the event of such termination, the City agrees to surrender immediately possession of the Leased Property, without let or hindrance, and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Leased Property and removal or storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained.

(2) No Termination Except by Notice. Neither (a) notice to pay rent or to deliver up possession of the Leased Property given pursuant to law, nor (b) any entry or re-entry by the Authority, nor (c) any proceeding brought by the Authority to recover possession of the Leased Property, nor (d) the appointment of a receiver upon initiative of the Authority to protect the Authority's interests under this Facilities Lease shall of itself operate to terminate this Facilities Lease. No termination of this Facilities Lease on account of default by the City shall be or become effective by operation of law or acts of the parties hereto, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Facilities Lease. The City covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Facilities Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(B) Continuation of Lease; Reletting.

(1) Continuation Remedies. Without terminating this Facilities Lease, (i) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the City, regardless of whether or not the City has abandoned the Leased Property, and/or (ii) to enter, retake possession of, and re-let the Leased Property. The term "re-let" or "re-letting" as used in this Article shall include, but not be limited to, re-letting by means of the operation by the Authority of the Leased Property.

(2) City to Remain Liable. If the Authority does not elect to terminate this Facilities Lease in the manner provided for in subsection (a)(1) hereof, the City shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the City. If the Leased Property is not re-let, the City agrees to pay the full amount of the rent to the end of the term of this Facilities Lease; if the Leased Property is re-let, the City agrees to pay any deficiency in rent that results therefrom. The City further agrees to pay the rent punctually at the same time and in the same manner as for the payment of rent hereunder (without acceleration), notwithstanding the fact that the Authority may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified and notwithstanding any entry or re-entry by the Authority or proceeding brought by the Authority to recover possession of the Leased Property.

(3) Agency. Should the Authority elect to enter or re-enter the Leased Property as herein provided, the City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to re-let the Leased Property, or any item or part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable. The City further appoints the Authority as its agent to remove all persons in possession of the Leased Property and all personal property whatsoever situated upon the Leased Property and to place such personal property in storage in any warehouse or other suitable place in Yolo County, State of California, for the account of and at the expense of the City. The City hereby exempts and agrees to save harmless the Authority from any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such retaking of possession and re-letting of the Leased Property and removal and storage of such property by the Authority or its duly authorized agents in accordance herewith.

(4) Adequate Notice. The City agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of the Authority to re-let the Leased Property and to do all other acts to maintain or preserve the Leased Property as the Authority deems necessary or desirable in the event of such retaking or re-entry without effecting a surrender of this Facilities Lease, and further agrees that no acts of the Authority in attempting such re-letting shall constitute a surrender or termination of this Facilities Lease, irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Facilities Lease shall vest in the Authority to be effected in the sole and exclusive manner provided for in subsection (a) hereof.

(5) Waiver of Right to Excess Rent; Agreement to Pay Costs. The City further waives the right to rental obtained by the Authority in excess of the rental herein specified and hereby conveys and releases such excess to the Authority as compensation to the

Authority for its services in re-letting the Leased Property or any items or part thereof. The City further agrees to pay the Authority the cost of any alterations or repairs or additions to the Leased Property or any items or part thereof necessary to place the Leased Property or any items or part thereof in condition for re-letting immediately upon notice to the City of the completion and installation of such additions or repairs or alterations.

The City hereby waives any and all claims for damages caused or that may be caused by the Authority in entering or re-entering and taking possession of the Leased Property as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Property and all claims for damages to or loss of any property belonging to the City, or any other person, that may be in or upon the Leased Property.

Section 7.3. No Acceleration. Notwithstanding anything herein to the contrary, there shall be no right under any circumstance to accelerate the Rental Payments or otherwise declare any Rental Payments not yet due to be immediately due and payable.

Section 7.4. No Remedy Exclusive. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Authority hereunder, the Authority nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

Section 7.5. Authority Defaults; City Remedies.

(A) Authority Defaults. The Authority shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Authority shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City to the Authority properly specifying wherein the Authority has failed to perform any such obligation.

(B) City Remedies. The Authority's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of rent or termination of this Facilities Lease by the City. The parties hereto agree that the performance of the Authority is unique, that the remedies at law for the Authority's nonperformance would be inadequate, and that the City shall institute a suit for specific performance by the Authority upon any default by the Authority.

Section 7.6. Attorneys' Fees. If the Authority prevails in any action brought to enforce any of the terms and provisions of this Facilities Lease, the City agrees to pay a reasonable amount as and for attorneys' fees incurred by the Authority in attempting to enforce any of the remedies available to the Authority hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

Section 7.7. No Additional Waiver. Failure of the Authority to take advantage of any default on the part of the City shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this Facilities Lease be construed to waive or to lessen the right of the Authority to insist upon performance by the City of any term, covenant or condition hereof, or to exercise any rights given the Authority on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Facilities Lease.

Section 7.8. Application of Amounts Collected. All amounts collected by the Authority under this Article, other than or provided in Section 7.02(b) (Remedies on Default - Continuation of Lease; Reletting), shall be credited towards the Rental Payments in order of Rental Payment Dates.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Authority has executed this Facilities Lease in its name and the City has caused this Facilities Lease to be executed in its name by its duly authorized officer, all as of the date first above written.

WOODLAND FINANCE AUTHORITY, lessor

By: ______________________________
Authorized Officer

CITY OF WOODLAND, lessee

By: ______________________________
Authorized Officer

EXHIBIT A

PROPERTY DESCRIPTION

The following described real property in the City of Woodland, County of Yolo, State of California, described as follows:

Parcel One:

All of Lots 7, 8, 9, 10, 11 and 12, Block 1, as shown on the Plat of Woodland, filed for record in the Office of the Yolo County Recorder on June 25, 1863 in Book D of Deeds at Page 722.

Parcel Two:

That real property in the City of Woodland, County of Yolo, State of California, situate in a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, and being Lots 47 and 48, as said Lots appear on The Oaks Subdivision, filed August 21, 1912, in Book 2 of Maps, at Page 61, Yolo County Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 48 said point being on the North side of Court Street; thence, from said point of beginning, along the South line of said Lots 47 and 48 and the North right-of-way line of Court Street, North 90° 00' 00" West 100.00 feet to the Southwest corner of said Lot 47 said corner also being the intersection of the North right of way line of Court Street with the Easterly right-of-way line of Grand Avenue; thence, along the West line of said Lot 47 and the Easterly line of Grand Avenue, North 00° 00' 00" East 159.00 feet to the Northwest corner of said Lot 47 said corner being the intersection of the Easterly right-of-way line of Grant Avenue and the Southerly line of a 20 foot alley; thence, East along the North line of said Lots 47 and 48 and the Southerly line of said 20 foot alley, North 90° 00' 00" East 100.00 feet to the Northeast corner of said Lot 48; thence, South along the East line of said Lot 48, South 00° 00' 00" East 159.00 feet to the point of beginning.

Parcel One is commonly known as City Hall, 300 First Street, Woodland, CA, APN 005-211-28-1.

Parcel Two is commonly known as Fire Station No. 1, 101 and 105 Court Street, Woodland, CA APN 005-554-13-1.

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Due Date	Amount Attributable to Principal	Amount Attributable to Interest	Total Rental Payment
9/1/2012	--	$36,504.01	$ 36,504.01
3/1/2013	$940,803	47,271.38	988,074.38
9/1/2013	--	41,908.80	41,908.80
3/1/2014	964,161	41,908.80	1,006,069.80
9/1/2014	--	34,966.84	34,966.84
3/1/2015	988,084	34,966.84	1,023,050.84
9/1/2015	--	26,568.13	26,568.13
3/1/2016	1,017,786	26,568.13	1,044,354.13
9/1/2016	--	16,593.82	16,593.82
3/1/2017	1,047,660	16,593.82	1,064,253.82
9/1/2017	--	4,650.50	4,650.50
3/1/2018	355,000	4,650.50	359,650.50

DRAFT

RECORDING REQUESTED BY:
City of Woodland

AND WHEN RECORDED RETURN TO:
Kronick, Moskovitz, Tiedemann & Girard
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Attn: Public Finance

ASSIGNMENT AGREEMENT

between

WOODLAND FINANCE AUTHORITY

and

ZIONS FIRST NATIONAL BANK

Dated April 1, 2012

This document is recorded for the benefit of the City of Woodland and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from California documentary transfer tax pursuant to Section 11921 of the California Revenue and Taxation Code.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated April 1, 2012 (the "Assignment Agreement"), made by the Woodland Finance Authority, a joint exercise of powers agency duly organized and validly existing under and by virtue of the laws of the State of California, as assignor (the “Authority”), and accepted by Zions First National Bank, a ______________ corporation, as assignee (the “Lender”);

W I T N E S S E T H:

WHEREAS, the Authority and the City of Woodland (the “City”) have executed and entered into a Site Lease (the “Site Lease”), dated the date hereof, whereby the City has agreed to lease the real property described in Exhibit A hereto (the “Leased Property”) to the Authority;

WHEREAS, the Authority and the City have entered into a Facilities Lease (the “Facilities Lease”) dated the date hereof, whereby the Authority has agreed to lease back to the City the Leased Property;

WHEREAS, under and pursuant to the Facilities Lease, the City is obligated to make Rental Payments, as defined therein, to the Authority for the lease of the Leased Property;

WHEREAS, the Authority desires to assign without recourse all of its rights, title and interest in the Site Lease and the Facilities Lease, including, without limitation, the right to receive the Rental Payments scheduled to be paid by the City under and pursuant to the Facilities Lease to the Lender;

WHEREAS, in consideration of such assignment, the Lender has agreed to deliver $____________ as directed by the Authority, the entire amount of which will be used to satisfy the Authority’s advance rental obligation under the Site Lease, which will be held and applied as specified in the Escrow Agreement dated April 1, 2012, between the City, the Authority, and U.S. Bank National Association, as escrow agent.

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. The Authority hereby sells, transfers, assigns and sets over to the Lender all of the Authority’s rights, title and interest in and to the Site Lease and the Facilities Lease (hereinafter, collectively, the “Assigned Property”), including, in particular:

(1) the right to receive and collect all of the Rental Payments from the City under the Facilities Lease;

(2) the right to take all actions and give all consents under the Site Lease and the Facilities Lease; and

(3) the right to exercise such rights and remedies conferred on the Authority pursuant to the Site Lease and the Facilities Lease as may be necessary or convenient (i) to enforce payment of the Rental Payments, or (ii) otherwise to protect the interests of the Lender (as assignee of the Authority) in the event of default by the City under the Facilities Lease.

Section 2. Acceptance. The Lender hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Lender and is not intended as a loan by the Lender to the Authority. Accordingly, in the event of bankruptcy of the Authority, the Assigned Property shall not be part of the Authority's estate. However, if the above assignment is deemed to be a loan by the Lender to the Authority, then the Authority shall be deemed to have granted to the Lender, and hereby grants to the Lender, a continuing first priority security interest in the Assigned Property and all proceeds thereof as collateral security for all obligations of the Authority hereunder and all obligations of the City under the Facilities Lease and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

Section 3. Representations. The Authority represents and warrants to the Lender that:

(A) Enforceability of Assignment Agreement. The Authority has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement and this Assignment Agreement is a valid, binding, and enforceable obligation of the Authority, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles; and

(B) Marketable Title. Good and marketable title to the Assigned Property has been duly vested in the Lender free and clear of any liens, security interests, encumbrances or other claims other than the rights of the City under the Facilities Lease, and the Authority has not assigned or transferred any of the Assigned Property or any interest in the Assigned Property to any party other than the Lender.

(C) Lender Not Liable. Lender is not liable for and does not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Facilities Lease to be kept, paid or performed by the Authority, with exception of such covenants, agreements, duties and obligation (if any) which are expressly made the responsibility of Lender under the Facilities Lease.

Section 4. Covenants. (a) Nonimpairment of Facilities Lease. The Authority agrees that it (1) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Facilities Lease, and (2) shall not take any action that may impair the payment of Rental Payments or the validity or enforceability of the Facilities Lease.

(b) Rental Payments. If the Authority receives any Rental Payments, then the Authority shall receive such payments in trust for the Lender and shall immediately deliver the same to the Lender in the form received, duly endorsed by the Authority for deposit by the Lender.

(c) Further Assurances. The Authority shall execute and deliver to the Lender such documents, in form and substance reasonably satisfactory to the Lender, and the Authority shall take such other actions, as the Lender may reasonably request from time to time to evidence, perfect, maintain, and enforce the Lender's rights in the Assigned Property and/or to enforce or exercise the Lender's rights or remedies under the Facilities Lease.

Section 5. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute but one and the same instrument.

Section 6. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Facilities Lease.

Section 7. Applicable Law. This Assignment Agreement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Any provision of this Assignment Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

WOODLAND FINANCE AUTHORITY, as assignor

By: ____________________________________
Authorized Officer

ZIONS FIRST NATIONAL BANK, as assignee

By: ____________________________________
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The following described real property in the City of Woodland, County of Yolo, State of California, described as follows:

Parcel One:

All of Lots 7, 8, 9, 10, 11 and 12, Block 1, as shown on the Plat of Woodland, filed for record in the Office of the Yolo County Recorder on June 25, 1863 in Book D of Deeds at Page 722.

Parcel Two:

That real property in the City of Woodland, County of Yolo, State of California, situate in a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, and being Lots 47 and 48, as said Lots appear on The Oaks Subdivision, filed August 21, 1912, in Book 2 of Maps, at Page 61, Yolo County Records, and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 48 said point being on the North side of Court Street; thence, from said point of beginning, along the South line of said Lots 47 and 48 and the North right-of-way line of Court Street, North 90° 00' 00" West 100.00 feet to the Southwest corner of said Lot 47 said corner also being the intersection of the North right of way line of Court Street with the Easterly right-of-way line of Grand Avenue; thence, along the West line of said Lot 47 and the Easterly line of Grand Avenue, North 00° 00' 00" East 159.00 feet to the Northwest corner of said Lot 47 said corner being the intersection of the Easterly right-of-way line of Grant Avenue and the Southerly line of a 20 foot alley; thence, East along the North line of said Lots 47 and 48 and the Southerly line of said 20 foot alley, North 90° 00' 00" East 100.00 feet to the Northeast corner of said Lot 48; thence, South along the East line of said Lot 48, South 00° 00' 00" East 159.00 feet to the point of beginning.

Parcel One is commonly known as City Hall, 300 First Street, Woodland, CA, APN 005-211-28-1.

Parcel Two is commonly known as Fire Station No. 1, 101 and 105 Court Street, Woodland, CA APN 005-554-13-1.

NOTARY ACKNOWLEDGMENTS

Insert notary acknowledgment forms for Authority and Lender.

DRAFT

ESCROW AGREEMENT

between the

CITY OF WOODLAND,

the WOODLAND FINANCE AUTHORITY,

and

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

Dated April 1, 2012

relating to the refunding of the

Woodland Finance Authority
Lease Revenue Bonds
(2007 Capital Projects)

ESCROW AGREEMENT

This ESCROW AGREEMENT dated April 1, 2012 (the "Escrow Agreement"), between the CITY OF WOODLAND, a municipal corporation duly organized and validly existing under and by virtue of the laws of the State of California (the "City"), the WOODLAND FINANCE AUTHORITY, a joint exercise of powers agency duly organized and existing pursuant to the laws of the State of California (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Bank") and being qualified to accept and administer the escrow hereby created as escrow agent (the "Escrow Agent"),

WITNESSETH:

WHEREAS, the Authority previously issued, for the benefit of the City, $10,350,000 principal amount of its Woodland Finance Authority Lease Revenue Bonds (2007 Capital Projects) (the "Prior Bonds"), pursuant to the Trust Agreement dated July 1, 2007 (the "2007 Trust Agreement"), between the Authority and U.S. Bank National Association and the terms contained therein, of which $6,200,000 remain outstanding;

WHEREAS, the City has directed the Authority to exercise its option to redeem the Prior Bonds;

WHEREAS, the Authority shall deposit with the Escrow Agent an amount that, together with the amount held in the Reserve Fund established by the 2007 Trust Agreement, will be sufficient to pay the redemption price of the Prior Bonds on May 4, 2012;

WHEREAS, the provisions of the Prior Bonds and the 2007 Trust Agreement are incorporated herein by reference as if set forth herein in full;

NOW, THEREFORE, the City and the Escrow Agent hereby agree as follows:

Section 1. **Escrow Fund**. (a) Establishment and Funding of Escrow Fund. The Escrow Agent agrees to establish and maintain the Escrow Fund (the "Escrow Fund") until all the Prior Bonds have been redeemed and interest thereon paid. The Escrow Agent shall hold the money in the Escrow Fund at all times as a separate trust account wholly segregated from all other securities, investments or money held by it. All money in the Escrow Fund is hereby irrevocably pledged to secure the redemption of the Prior Bonds and payment of interest thereon; provided that any money held in an escrow account that is not used for the payment or redemption of the Prior Bonds shall be repaid to the City free from the trust created by this Escrow Agreement. The Escrow Agent shall, on the date of execution and delivery of this Escrow Agreement, accept from the Authority $____________ and shall deposit such amount in the Escrow Fund. The Authority hereby directs U.S. Bank National Association, as trustee under the 2007 Trust Agreement, on the date of execution and delivery of this Escrow Agreement, to transfer to the Escrow Agent for deposit into the Escrow Fund $1,035,000 from the Reserve Fund established by the 2007 Trust Agreement.

(b) Investment of Money in the Escrow Fund. The money deposited in the Escrow Fund shall be held uninvested in cash.

(c) Payment from the Escrow Fund. The Authority hereby irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to use the money held in the Escrow Fund on May 4, 2012, to pay the interest accrued on the Prior Bonds and to pay the redemption price of the Prior Bonds, as set forth in Schedule I attached hereto from the Escrow Fund. Following such payment, the Escrow Agent shall transfer any remaining amounts in the Escrow Fund to the City.

(d) Deficiencies in the Escrow Fund. If at any time it shall appear to the Escrow Agent that the money in the Escrow Fund will not be sufficient to make the payments required by Section 3 hereof, the Escrow Agent shall notify the City in writing as soon as reasonably practicable of such fact, stating the amount of such deficiency and the reason therefor (if known to it), and the City shall use its best efforts to obtain and deposit with the Escrow Agent for deposit in the Escrow Fund such additional money as may be required to provide for the making of all such payments, provided that such additional money may be deposited solely from lawfully available funds of the City or from a special appropriation made by the City for such purpose, which appropriation shall at all times be subject to the sole discretion of the City. The City shall incur no liability, however, if such additional moneys are unavailable or are not sufficient for such purpose. The Escrow Agent shall in no event or manner be responsible for the failure of the City to make any such deposit.

Section 2. **Notice of Redemption**. The Authority hereby irrevocably instructs the Escrow Agent, in accordance with the terms and conditions of the 2007 Trust Agreement, to provide notice of redemption of the Prior Bonds, such notice to be provided on April 4, 2012, in the time and manner specified in the 2007 Trust Agreement and substantially in the form of Exhibit A.

Section 3. **Transaction Costs Fund**. (a) Establishment and Funding of Transaction Costs Fund. The Escrow Agent agrees to establish and maintain the Transaction Costs Fund (the "Transaction Costs Fund"). The Escrow Agent shall hold the money in the Transaction Costs Fund at all times as a separate trust account wholly segregated from all other securities, investments or money held by it. The Escrow Agent shall, on the date of execution and delivery of this Escrow Agreement, accept from the Authority $____________ and shall deposit such amount in the Transaction Costs Fund. The Escrow Agent shall hold such funds uninvested as cash.

(b) Payments from the Transaction Costs Fund. The Authority hereby directs the Escrow Agent, and the Escrow Agent hereby agrees, to use the money held in the Transaction Costs to pay the transaction costs of the refunding. The Escrow Agent shall pay such amounts as directed in writing by the City in requisitions in substantially the form of Exhibit B attached hereto. The Escrow Agent shall transfer any amounts remaining amounts in the Transaction Costs Fund to the City on May 15, 2012..

Section 4. **Termination.** Upon the completion of the payments required from the Escrow Fund and the Transaction Costs Fund and the transfer of any moneys remaining in the Escrow Fund or the Transaction Costs Fund to the City, this Escrow Agreement shall be terminated and of no further force or effect.

Section 5. **Compensation and Indemnification of the Escrow Agent**. (a) Payment for Services. The City shall pay the Escrow Agent a fee for its services hereunder and shall reimburse the Escrow Agent for its out-of-pocket expenses incurred by the Escrow Agent in connection with these services, all as more particularly agreed upon by the City and the Escrow Agent; provided that these fees and expenses shall in no event be deducted from the Escrow Fund except as provided in Section 1 and Section 3 hereof. Under no circumstances shall the Escrow Agent assert a lien on the Escrow Fund for any of its fees or expenses.

(b) Indemnification. The City agrees to indemnify the Escrow Agent, its directors, agents, and its officers or employees for, and hold the Escrow Agent, its directors, agents, and its officers or employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Agent) that may be imposed on, incurred by, or asserted against the Escrow Agent or such other party at any time by reason of its performance of Escrow Agent's services, in any transaction arising out of the Escrow Agreement or any of the transactions contemplated herein, unless due to the negligence or willful misconduct of the particular indemnified party.

(c) Survival of Obligations. The obligations of the City hereunder to the Escrow Agent shall survive the termination or discharge of this Escrow Agreement or the resignation or removal of the Escrow Agent.

Section 6. **Functions of the Escrow Agent**.

(a) Application of Funds. Moneys held by the Escrow Agent hereunder are to be held and applied for the refunding of the Prior Bonds in accordance with the 2007 Trust Agreement and this Escrow Agreement.

(b) No Implied Duties. The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in the Escrow Agreement and no implied duties or obligations shall be read into the Escrow Agreement against the Escrow Agent.

(c) Reliance on Documents. The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected and indemnified as stated in the Escrow Agreement, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(d) Escrow Agent's Immunities. The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if parties know of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under the Escrow Agreement in the case of any default in the performance of covenants or agreements contained in the 2007 Trust Agreement, or in the case of the receipt of any written demand with respect to such default. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under the Escrow Agreement.

(e) Reliance on Advice of Counsel. The Escrow Agent may consult with counsel of its own choice (which may be counsel to the City) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Not Responsible for City's or Authority's Representations. The Escrow Agent shall not be responsible for any of the recitals or representations by the City or the Authority contained herein.

(g) Other Transactions. The Escrow Agent engage or be interested in any financial or other transaction with the City.

(h) Not Responsible for Sufficiency. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the moneys to make the payments of principal and interest with respect to the Prior Bonds in accordance with the terms and conditions herein.

(i) Not Responsible for Acts or Omissions of the City or Authority. The Escrow Agent shall not be liable for any action or omission of the Authority or the City under this Escrow Agreement or the 2007 Trust Agreement.

(j) Reliance On District Certification. Whenever in the administration of the trust of the Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of the City or the Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of the Escrow Agreement upon the faith thereof.

(k) Accounting. The Escrow Agent will provide the City with a final accounting of the funds maintained hereunder upon the redemption of the Prior Bonds.

(l) Bank's Funds Not at Risk. None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(m) Use of Agents. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(n) Force Majeure. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(o) Communication of Instructions. The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods, provided that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7. Merger or Consolidation of the Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent and vested with all of the title to the Escrow Fund and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8. Amendment of the Escrow Agreement. The Escrow Agreement may not be revoked or amended by the parties hereto unless there shall first have been filed with the City, the Authority, and the Escrow Agent (i) an unqualified opinion of bond counsel that such amendment will not adversely affect the excludability from gross income for federal income tax purposes of interest evidenced by the refinancing or the Prior Bonds, and (ii) unless such amendment is not materially adverse to the interests of the registered owners of the Prior Bonds, as evidenced by an opinion of counsel, the written consent of the registered owners of all Prior Bonds then outstanding.

Section 9 Governing Law. The Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 10 **Notices**. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

If to the City: City of Woodland
City Hall
300 First Street
Woodland, California 95695
Attn: Finance Director

If to the Authority: Woodland Finance Authority
City Hall
300 First Street
Woodland, California 95695
Attn: Administrator

If to the Escrow Agent:

U.S. Bank National Association
[address]
Attn: ____________________

Section 11. **Severability**. If any section, paragraph, sentence, clause or provision of the Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of the Escrow Agreement.

Section 12. **Definitions**. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Facilities Lease.

Section 13. **Execution**. The Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the City and the Escrow Agent have caused the Escrow Agreement to be executed each on its behalf as of the day and year first above written.

CITY OF WOODLAND

By: ______________________________________
Authorized Officer

WOODLAND FINANCE AUTHORITY

By: ______________________________________
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: ____________________________________
Authorized Officer

SCHEDULE I

Redemption Price and Accrued Interest Payment Amounts
(May 4, 2012)

Prior Bonds	
Redemption Price	$6,200,00.00
Accrued Interest	
Total	

EXHIBIT A

CONDITIONAL NOTICE OF REDEMPTION

of the

Woodland Finance Authority
Lease Revenue Bonds
(2007 Capital Projects)

NOTICE IS HEREBY GIVEN pursuant to the Trust Agreement dated July 1, 2007, between the Woodland Finance Authority and U.S. Bank National Association, as trustee (the "2007 Trust Agreement"), which authorized and provided for the issuance of the above-captioned bonds (the "2007 Bonds") that:

The Authority has conditionally called for redemption, on Friday, May 4, 2012 (the "Redemption Date"), all of the outstanding 2007 Bonds, which are currently outstanding in an aggregate principal amount of $6,200,000, at a redemption price equal to 100% of the principal amount of the 2007 Bonds, plus interest accrued thereon to the Redemption Date.

The 2007 Bonds are further identified as follows:

Maturity (March 1)	Amount	Rate	CUSIP*
2013	$ 895,000	3.800%	979513 BX **5**
2014	930,000	3.875	979513 BY 3
2015	965,000	3.875	979513 BZ 0
2016	1,005,000	4.000	979513 CA 4
2017	1,045,000	4.000	979513 CB 2
2018	1,085,000	4.125	979513 CC 0
2019	275,000	4.250	979513 CD 8

The redemption of the 2007 Bonds on the Redemption Date is subject to the receipt of funds on or before the Redemption Date in an amount sufficient to pay in full the redemption price of all the 2007 Bonds.

If sufficient funds are not received by the Escrow Agent by the Redemption Date, this notice shall be null and void and of no force and effect. The 2007 Bonds delivered for redemption shall be returned to the respective owners thereof, and the 2007 Bonds shall remain outstanding as though this conditional notice of redemption had not been given. Notice of a failure to receive funds and cancellation of this redemption shall be given by the U.S. Bank National Association (the "Escrow Agent") by publication in Munifacts wire and by first class mail, postage prepaid, to the registered owners of the 2007 Bonds.

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*The Authority, the City, and the Escrow Agent shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any 2007 Bond. They are included solely for the convenience of the owners.

If sufficient funds are held by the Escrow Agent on the Redemption Date, (1) the redemption price of the 2007 Bonds shall become due, (2) interest on the 2007 Bonds shall cease to accrue from and after the Redemption Date; (3) the owners of the 2007 Bonds shall cease to be entitled to the pledge of assets made under the 2007 Trust Agreement, and (4) all agreements, covenants, and other obligations of the Authority with respect to the 2007 Bonds shall be released and shall cease, terminate, become void and shall be completely discharged and satisfied, except for the obligation to pay principal of and interest on the 2007 Bonds, but only from moneys on deposit with the Escrow Agent.

Payment of the redemption price of and accrued interest on the 2007 Bonds will be made paid only upon presentation and surrender of the 2007 Bonds in the following manner (and only if the notice of redemption is not rescinded as to the particular 2007 Bonds so presented and surrendered). Registered or certified insured mail is suggested.

If by Mail:	If by Hand or Overnight Mail:
(REGISTERED CERTIFICATES)	
U.S. Bank	**U.S. Bank**
Corporate Trust Services	**Corporate Trust Services**
P.O. Box 64111	60 Livingston Avenue
St. Paul, MN 55164-0111	1st Fl – Certificate Drop Window
	St. Paul, MN 55107

Owners presenting their 2007 Bonds in person for same day payment **must** surrender their 2007 Bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the holder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the 2007 Bonds, you are not required to endorse the 2007 Bonds to collect the redemption price.

REQUIREMENT INFORMATION

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "**Bondholder Information"** link.

IMPORTANT NOTICE

Under the Jobs Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

DATED: April 4, 2012 **U.S. Bank National Association, as trustee/escrow agent**

EXHIBIT B

CITY OF WOODLAND
REQUISITION TO THE ESCROW AGENT
TO DISBURSE FUNDS FROM THE TRANSACTION COSTS FUND

REQUISITION NO. ______

The City of Woodland (the "City") hereby requests U.S. Bank National Association, as escrow agent (the "Escrow Agent"), under the Escrow Agreement dated April 1, 2012, between the City, the Woodland Finance Authority, and the Escrow Agent, to pay from the Transaction Costs Fund established under Section 4 of the Escrow Agreement, the amounts to the parties as set forth on the attached list.

The District hereby certifies that obligations in the amounts stated in Attachment 1 have been incurred by the City and are presently due and payable and that each item is a proper charge against the Transaction Costs Fund and has not been previously paid from that fund.

Attached hereto are invoices for each payment requested.

Dated: ________________ **CITY OF WOODLAND**

By:________________________________
Authorized Officer

Attachment 1

<u>ITEM</u>	**<u>PAYEE</u> <u>NAME AND ADDRESS</u>**	**<u>AMOUNT</u>**	**<u>PURPOSE</u>**
1.			
2.			
3.			
4.			
5.			
	TOTAL	$	