

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

**CITY COUNCIL
CLOSED SESSION AGENDA**

APRIL 2, 2013

5:00 P.M.

- A. CALL TO ORDER
- B. CLOSED SESSION
 - B.1 Conference with Real Property Negotiators, Pursuant to Section 54956.8
Property: APN 027-851-024
Agency Negotiator: City Manager, Economic Development Manager and City Attorney
Negotiating Parties: Paul Navazio, Wendy Ross, Andrew Morris and Panattoni Corporation
Under Negotiation: Price and Terms of Payment

**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. PRESENTATIONS

1. Proclamation Declaring April 2013 as Child Abuse Prevention Month
Recommendation: that the City Council approve the proclamation declaring April 2013 Child Abuse Prevention Month

G. CONSENT CALENDAR

2. Pavement Maintenance Project, CIP 12-10; Award Construction Contract
Recommendation: that the City Council 1) Waive the low bidder's failure to submit the Non-collusion Declaration with its bid package as an immaterial minor irregularity and 2) Award the construction contract in the amount of \$434,083.67 to California Pavement
3. Pavement Maintenance Project, CIP 12-10; Approve Amendment to Consultant Services Agreement
Recommendation: that the City Council Approve an amendment to the on-call consultant services agreement with Associated Engineering Consultants, Inc., in the additional amount of \$86,990 for the Pavement Maintenance Project, CIP 12-10 and authorize the City Manager to execute the amendment
4. Approve Final Map No. 5019 Meikle Avenue 4A and C Portions of Heritage Tentative Map No. 4784 and related Subdivision Improvement Agreement and SLIF Reimbursement Agreement
Recommendation: that the City Council: 1) approve Final Subdivision Map 5019, 2) approve the subdivision improvement agreement for Subdivision 5019 and authorize the Mayor to sign on

behalf of the City, and 3) approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City. Staff further recommends that the City Council authorize the City Manager to: 4) approve on behalf of the City any further assignment of the Subdivision Improvement Agreement, or extensions to the Subdivision Improvement Agreement and 5) approve modifications to the SLIF improvement Agreement not to exceed \$10,000.

5. Adopt Intent to Vacate and Set Public Hearing for Excess Land on Oak Avenue and Sixth Street

Recommendation: that the City Council 1) Adopt the Resolution of Intention to Vacate and 2) schedule a Public Hearing for May 7, 2013

6. Council Long Range Calendar

Recommendation: Informational Item

H. REPORTS OF THE CITY MANAGER

7. FY 2013/14 Budget Update

Recommendation: that the City Council receive an informational presentation to inform development of the City's upcoming FY 2013/14 Proposed Budget

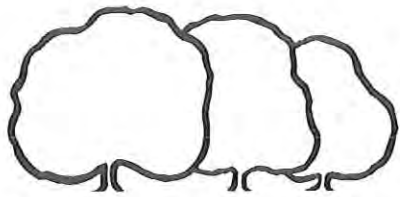
I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint City Council/Woodland Finance Authority Regular meeting of the City of Woodland scheduled for Tuesday, April 2, 2013 was posted on March 29, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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

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



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

1.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: Proclamation Declaring April 2013 as Child Abuse Prevention Month

Recommendation for Action

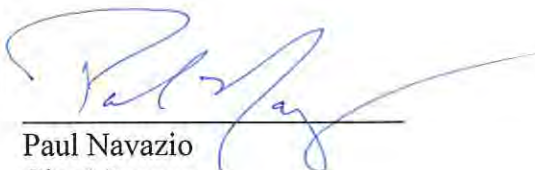
Staff recommends that the City Council adopt a Proclamation declaring April 2013 as Child Abuse Prevention Month.

Background

Staff has received a request from Lori Aldrete, on behalf of the Yolo County Children's Alliance and Child Abuse Prevention Council to adopt a Proclamation declaring April 2013 as Child Abuse Prevention Month. Miguel Perez from the Yolo County Children's Alliance will be present to receive the Proclamation.

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

Prepared by: Ana Gonzalez
City Clerk


Paul Navazio
City Manager

Attachment

CITY OF WOODLAND
PROCLAMATION
Declaring April 2013 as Child Abuse Prevention Month

WHEREAS, child abuse is a national tragedy with an estimated 3 million children found to be victims of substantiated abuse or neglect each year in the United States;

WHEREAS, in 2012, 487,656 children in California were referred to Child Welfare Services for investigation of abuse and/or neglect;

WHEREAS, in FY 11-12, the Yolo County Department of Employment and Social Services, Child Welfare Services, received 1,398 reports of suspected child abuse and/or neglect;

WHEREAS, in FY 11-12, Yolo County had approximately 251 children in child-welfare supervised placements;

WHEREAS, in Yolo County in FY 11-12, approximately 95 children each month continued living with their families while the families received ongoing support services and supervision through the Child Welfare Services Family Maintenance Program. In addition, 96 children each month received Family Reunification services aimed at returning them to their homes of origin;

WHEREAS, all communities have the responsibility to offer parents the education, support and skills they need to provide healthy, safe and nurturing homes for their children;

WHEREAS, in Yolo County numerous public agencies and community organizations, parents, relatives, community volunteers, public policymakers and professionals are collaborating their efforts to eliminate child abuse in the County through the Yolo Family Strengthening Network;

WHEREAS, the people of Yolo County are encouraged to support child abuse prevention activities in their communities specifically through the Family Meals campaign; and

WHEREAS, through the Yolo Family Strengthening Network, the aim is to have the whole community feel the responsibility of offering parents the education, support and skills they need to provide healthy, safe and nurturing homes for their children.

NOW, THEREFORE, BE IT RESOLVED that the Woodland City Council hereby declares April 2013 Child Abuse Prevention Month.

In so declaring, the City of Woodland, employees and residents are encouraged to join the important efforts of the Yolo County Children's Alliance & Child Abuse Prevention Council, First Five Yolo Children and Families Commission, Yolo County Department of Employment and Social Services, Yolo County Juvenile Court, Yolo County's licensed foster care homes and the many public and private agencies and programs serving children and families in Yolo County. These agencies work together to prevent child abuse and neglect and build healthy, safe and strong families and communities. Children do well when their parents do well ----- and families do better when they live in supportive communities.

Dated this 2nd day of April 2103

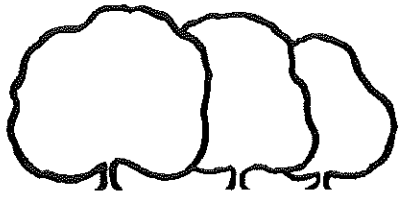
Marlin H. "Skip" Davies, Mayor

Tom Stallard, Vice-Mayor

Jim Hilliard, Council Member

William L. Marble, Council Member

Sean R. Denny, Council Member



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

2.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: Pavement Maintenance Project, CIP 12-10; Award Construction
Contract

Recommendation for Action

Staff recommends that the City Council 1) waive the low bidder's failure to submit the Non-collusion Declaration with its bid package as an immaterial minor irregularity and 2) award the construction contract in the amount of \$434,083.67 to California Pavement.

Fiscal Impact

The project is funded in the current Capital Budget. The total budget of \$600,000 is fully funded by the water enterprise fund. The engineer's estimate of construction cost is \$525,000.

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

Background

On February 5, 2013 Council approved plans and specifications for the project, and the bid period commenced. Bids were opened on March 7, 2013 and six bids were submitted by the published bid opening time. The project is a follow up project to perform surface restoration on streets that required moderate to extensive pavement trench cuts for water service installations during Phase 2 of the Water Meter Retrofit Project. The Phase 2 project set aside funds specifically to provide the necessary street restoration work.

The City received the following bids:

Bidder's Name	Base Bid Amount	Add Alternate			Total Bid	Notes
		A	B	C		
California Pavement Maintenance Company	\$308,304.62	\$40,321.82	\$47,509.57	\$37,947.66	\$434,083.67	1, 2
Valley Slurry Seal International	\$316,122.00	\$41,845.00	\$49,596.00	\$40,566.00	\$448,129.00	
Winsor Fuel Company	\$318,402.14	\$45,213.80	\$45,835.89	\$45,289.74	\$454,741.57	
American Asphalt and Repair	\$375,120.50	\$57,929.96	\$72,430.12	\$56,916.42	\$562,397.00	1
Central Valley Engineering and resurfacing	\$397,206.00	\$55,250.52	\$76,940.58	\$55,148.41	\$584,545.51	
Graham Contractors	\$617,015.15	\$68,801.05	\$91,369.54	\$70,054.31	\$847,240.05	
Engineer's Estimate	\$353,698.82	\$67,281.07	\$51,535.14	\$45,194.68	\$517,709.71	

Note 1: The extension of the unit prices and quantities were corrected.

Note 2: Minor bid irregularity of failure to submit the Non-collusion Declaration with the bid package is recommended to be waived.

Staff performed a diligent review of the bids for compliance with the bid requirements. As indicated above, the apparent low bidder failed to submit Section D: Non-Collusion Declaration with its bid package. Staff discussed this issue with the City Attorney and recommends that Council exercise its discretion to waive the discrepancy as immaterial within the meaning established by California case law, as it would have no effect on the bid price nor provide an opportunity for the bidder to avoid performance. No bid inquiries or protests were received within the protest period. As such, staff recommends that Council award the contract to California Pavement Maintenance Company as the lowest responsive and responsible bidder.

Staff anticipates construction starting on July 15 and completion on or about August 30. The construction is being held off until July to allow new asphalt placed by City O&M crews (preparatory crack sealing and patch work) to cure before placing the surface seal. The working

time in the contract is 30 days which excludes weekends, holidays and allows for weather-delay time extensions.

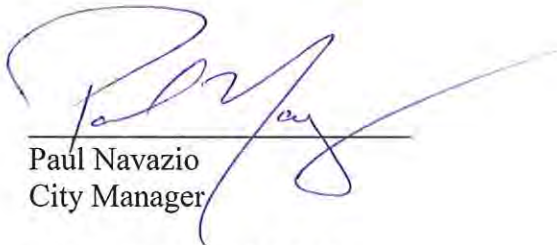
Conclusion

Staff recommends that the City Council 1) waive the low bidder's failure to submit the Non-collusion Declaration with its bid package as an immaterial minor irregularity and 2) award the construction contract in the amount of \$434,083.67 to California Pavement.

Prepared by: Katie Wurzel
Transportation Engineer

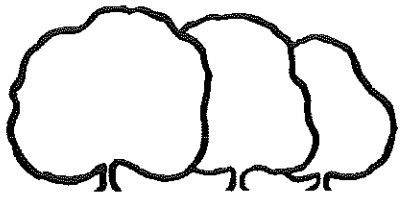
Reviewed by: Brent Meyer
City Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director



Paul Navazio
City Manager

Attachment: Project Map



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

3.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: Pavement Maintenance Project, CIP 12-10; Approve Amendment to
Consultant Services Agreement

Recommendation for Action

Staff recommends that the City Council approve an amendment to the on-call consultant services agreement with Associated Engineering Consultants, Inc., in the additional amount of \$86,990 for the Pavement Maintenance Project, CIP 12-10 and authorize the City Manager to execute the amendment.

Fiscal Impact

The project is funded in the current Capital Budget. The total budget of \$600,000 is fully funded by the water enterprise fund. The costs associated with this contract amendment, as well as staff costs, were accounted for in the determination of the request to award the construction contract.

There is no impact to the General Fund.

Background

The second phase of the Water Meter Retrofit Project required significant trench cuts to perform the water service installations for the project. In coordination between the water and road programs, it was determined that \$600,000 would be reserved from the project to repair the roads after the trenching was complete. It was further determined that bidding the repair work as part of the Water Meter Project would result in the prime contractor likely needing to subcontract the work to a pavement maintenance company resulting in higher bid prices for the work and potentially lower quality work. For these reasons, it was resolved that the reserved funds would pay to scope, design, construct, inspect and manage construction for the subject project.

Discussion

On February 5, 2013, Council approved the plans and specifications for this project and authorized advertising the project for bid. On March 7, 2013, bids were opened, Council is now being asked to award the construction contract. In addition to that contract, staff is requesting that Council approve the amendment to the consultant service agreement with Associated Engineering Consultants. The scope of this amendment is to provide construction management and inspection services for the pavement maintenance seal work. In addition to the contracted inspection, staff intends to have one of our in-house inspectors on site through the project to learn the processes and assist in the project inspection to keep the consultant costs down.

Due to the specialized nature of the work being performed and the somewhat inconsistent nature with which we execute these types of projects, our in-house inspection staff currently does not have the expertise required to inspect this work. The consultant firm has agreed to have a City inspector shadow their staff to learn the processes and techniques to increase our knowledge of pavement maintenance inspection.

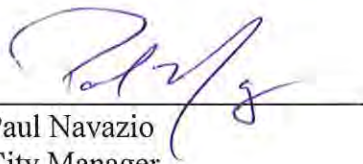
Conclusion

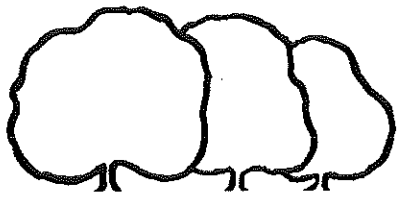
Staff recommends that the City Council approve an amendment to the on-call consultant services agreement for Associated Engineering Consultants, Inc., in the additional amount of \$86,990 and authorize the City Manager to execute the amendment.

Prepared by: Katie Wurzel, PE
Transportation Engineer

Reviewed by: Brent Meyer
City Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director


Paul Navazio
City Manager



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

4.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: Approve Final Map No. 5019 Meikle Avenue 4A and C Portions of Heritage Tentative Map No. 4784 and related Subdivision Improvement Agreement and SLIF Reimbursement Agreement

Recommendation for Action

Staff respectfully recommends that the City Council: 1) approve Final Subdivision Map 5019, 2) approve the subdivision improvement agreement for Subdivision 5019 and authorize the Mayor to sign on behalf of the City, and 3) approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City.

Staff further recommends that the City Council authorize the City Manager to: 4) approve on behalf of the City any further assignment of the Subdivision Improvement Agreement, or extensions to the Subdivision Improvement Agreement and 5) approve modifications to the SLIF improvement Agreement not to exceed \$10,000.

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 13 lots are estimated to generate approximately \$280,000 in Development Impact Fees.

The SLIF reimbursement agreement does not obligate the City general fund or enterprise funds. SLIF reimbursements are generated by the Spring Lake Infrastructure Fee program.

Background

On December 6, 2005, the City Council approved Development Agreement and Tentative Map 4784 including 261 SFD lots on 72.27 acres of single family zoned land. This Final map is the first phase of the overall map area and will create 13 for sale single family lots along with a number of larger parcels for sale.

The Developer, Turn of the Century LLC, has completed all conditions required by tentative map No. 4784, and is requesting that the City approve Final Subdivision Map (SM) No. 5019 and the associated Subdivision Improvement Agreement and SLIF Reimbursement Agreement.

The Developer is now requesting a final map (SM 5019) on the property which contains 13 Single family lots and seven larger lots. In accordance with the Subdivision Map Act, the developer has met all map conditions and signed the Subdivision Improvement Agreement and posted security.

Discussion

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

The Subdivision Improvement Agreement and SLIF Agreement are provided as attachments to this report.

Under the Subdivision Map Act, the City is required to approve the final map once all conditions have been met and securities have been posted.

Conclusion

Staff respectfully recommends that Council that the City Council: 1) approve Final Subdivision Map 5019, 2) approve the subdivision improvement agreement for Subdivision 5019 and authorize the Mayor to sign on behalf of the City, and 3) approve the SLIF reimbursement agreement and authorize the City Manager to sign on behalf of the City.

Staff further recommends that the City Council authorize the City Manager to 4) approve on behalf of the City any further assignment of the Subdivision Improvement Agreement, or extensions to the Subdivision Improvement Agreement, and 5) approve modifications to the SLIF improvement Agreement not to exceed \$10,000.

Prepared by: Bruce Pollard, PE, TE
Senior Civil Engineer

Reviewed by: Brent Meyer, PE
City Engineer

Reviewed by: Nicholas J. Ponticello
CDD Director

SUBJECT: Approve Final Map No. 5019 Meikle Avenue 4A and C Portions of Heritage
Tentative Map No. 4784 and related Subdivision Improvement Agreement and
SLIF Reimbursement Agreement

PAGE: 3

ITEM: 4.

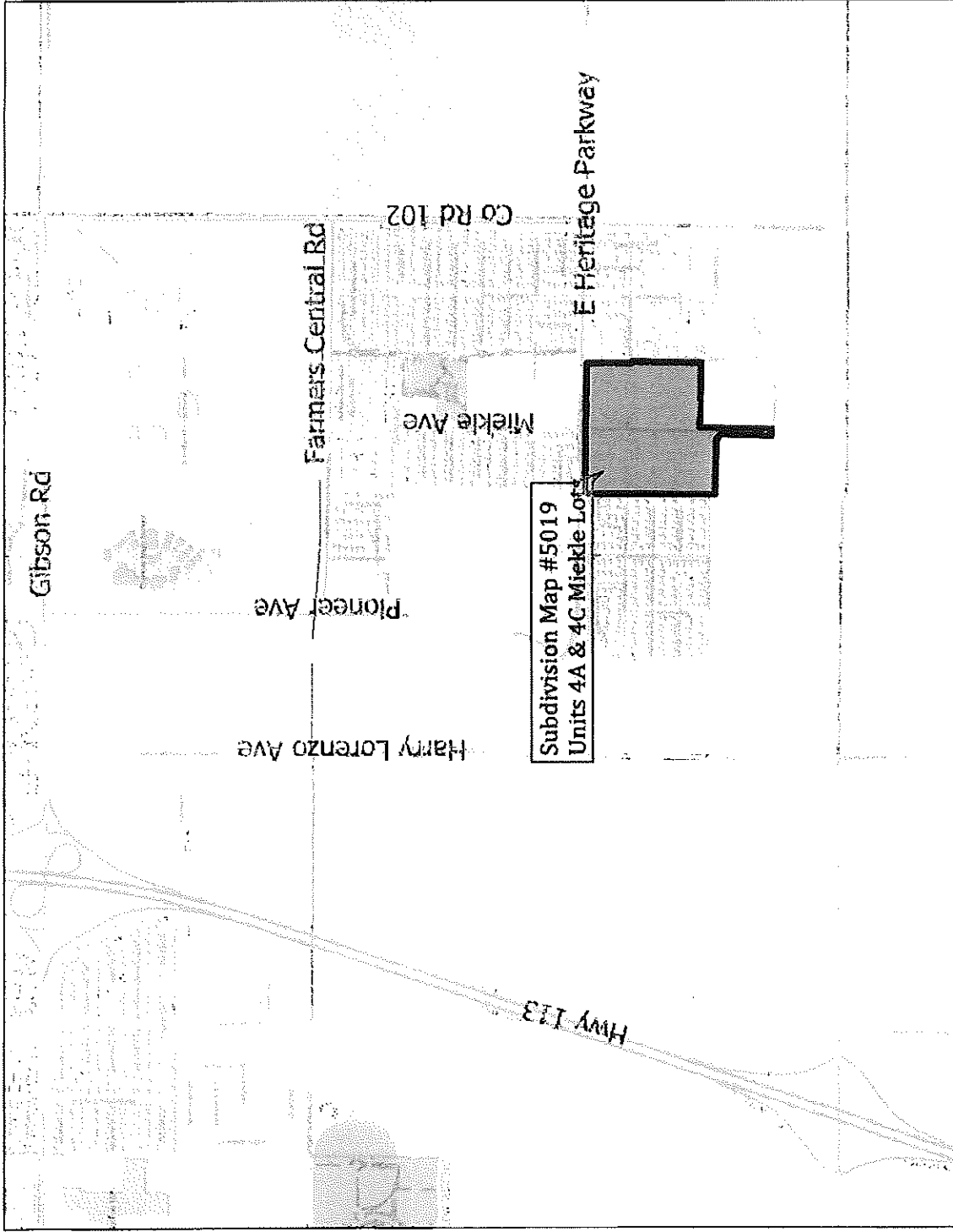


Paul Navazio
City Manager

Attachments: Location Map
Subdivision Improvement Agreement
SLIF Reimbursement Agreement



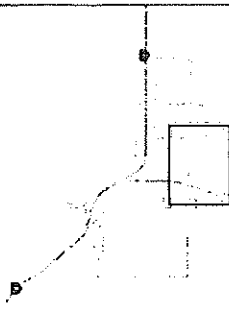
City of Woodland



0.5 0 0.27 0.5 Miles

NAD 1983 StatePlane California II FIPS 0402 Feet
© City of Woodland 2012

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Railroads_2
- Roads_2
 - United Access Highway
 - Primary Road
 - Secondary Street
 - Freeway Ramp
 - Local Street
- City_Boundary_2
- Water_Course_2
- Yolo_Roads_2
 - United Access Highway
 - Primary Road
 - Secondary Street
 - Freeway Ramp
 - Local Street
- Buildings_2
- Pond_2
- Parks_2
 - <all other values>
 - Cemetery
 - Park
- Landmarks_2
 - Hospital
 - Retail
 - School
- Railroads_1
- City_Boundary_1
- Water_Course_1
- Yolo_Roads_1
 - United Access Highway
 - Primary Road

1: 17,422



Notes

Springlake Specific Plan Area
December 2012

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

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

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 5019

between

THE CITY OF WOODLAND
a California municipal corporation

and

TURN OF THE CENTURY LLC
A Delaware Corporation

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 5019

I. PARTIES AND DATE.

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the CITY OF WOODLAND, a California municipal corporation ("City") and Turn of the Century LLC, a Delaware corporation, with its principal office located at 173 Court Street Woodland CA, 95695 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. Developer's tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland CITY COUNCIL on December 6, 2005. The tentative parcel/tract map is identified in City records as Tract Map No. 4784 ("Map").

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

C. Developer has submitted and requests approval of Final Map No. 5019, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

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

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

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on December 6,, 2005.

III. TERMS.

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

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

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

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

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

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer,

the City Attorney, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

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

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

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

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

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

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

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

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by March 19, 2014 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

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

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

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

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

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance

with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

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

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

9.0 Default; Notice; Remedies.

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

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to

cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

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

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

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

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

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

with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all public landscaping in a vigorous and thriving condition, Developer shall provide City an irrevocable faithful performance bond, Irrevocable Letter of Credit or cash deposit in the amount of One Hundred Twenty Seven Thousand Three Hundred & 0/00 Dollars (\$127,300.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this Section as the Public Improvements are accepted by City, as provided under this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map and that no more than seventy percent (70%) of the security is released prior to full final completion and acceptance of all Public Improvements. All security provided under this Section shall be released no later than the end of the Warranty period, or any extension thereof as provided by this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Payment Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City an irrevocable payment bond Irrevocable Letter of Credit or cash deposit in the amount of Sixty Three Thousand Six Hundred Fifty & 0/00 Dollars (\$63,650.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. At the discretion of City, the security provided under this Section may be released by written authorization of the City Engineer six (6) months after the date City accepts the final Public Improvements, or within the time limits established in California Government Code Section 66499.7. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have

under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

14.0 Insurance.

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

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for: (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse or underground hazard (XCU).

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

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than \$1,000,000 per accident for bodily injury and disease.

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

14.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental injury), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

14.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

14.3 Certificates; Verification. Developer, its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

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

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

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

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

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

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

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

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

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

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

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

17.0 General Provisions.

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

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

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and

subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

CITY:

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

DEVELOPER:

Turn of the Century LLC
173 Court St.
Woodland, CA 95695
Attn: President

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

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

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

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

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

assigns of the required Public Improvements to be constructed and their time frame for construction.

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

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

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

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

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

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

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

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

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

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

17.14 Prevailing Wages. Construction of the Public Improvements is a public work. Developer shall forfeit as a penalty to City the sum of fifty dollars (\$50.00) for each calendar day or portion thereof for each worker (whether employed by Developer or its contractors or subcontractors) paid less than the prevailing rates for any work done under this Agreement in violation of the provisions of the Labor Code.

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

CITY OF WOODLAND

By: _____
Marlin H. Davies, Mayor

Turn of the Century LLC

By: _____

Signature

Print Name

Title

By: _____

Signature

Print Name

Title

ATTEST:

(Seal)

By: _____ B
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

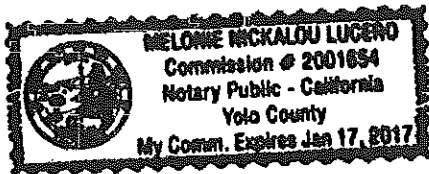
State of California

County of Yolo

On 3-4-13
Date

before me, Melanie N. Lucero
Here Insert Name and Title of the Officer

personally appeared G. William Strong
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Melanie N. Lucero
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____, before me, _____, the undersigned notary public, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

Parcels 042 — 030- 040 -000 and 042-030-033-000

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 5019

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

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

Construction of streets, curbs, gutters, sidewalks, street lights, traffic signal, landscaping, water, sewer, and storm drain, utilities, joint trench for dry utilities, and appurtenances necessary to serve Sub Division 5019. Improvement plans for which are incorporated herein by reference.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5019

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

IRREVOCABLE LETTER OF CREDIT FOR PERFORMANCE: \$ 127,300.00

Surety: River City Bank
Address: 2485 Natomas Park Dr.
 Sacramento, CA 95833

IRREVOCABLE LETTER OF CREDIT FOR PAYMENT: \$ 63,650.00

Surety: River City Bank
Address: 2485 Natomas Park Dr.
 Sacramento, CA 95833

**IRREVOCABLE LETTER OF CREDIT FOR
GUARANTEE AND WARRANTY SECURITY: \$ 12,730.00**

Surety: River City Bank
Address: 2485 Natomas Park Dr.
 Sacramento, CA 95833

Recording Requested by
and when recorded return to:

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

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

1. Parties and Date

This Agreement is entered into as of the 6 day of March, 2013 ("Effective Date") by and between Turn of the Century LLC, a Delaware corporation, with its principal office located at 173 Court Street Woodland CA, 95695 ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

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

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

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

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

3. Terms

3.1 Purchase Price. The total purchase price for the Improvements is Twenty Thousand Seven Hundred Thirty two 00/00 Dollars (\$20,732.00) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A," Based on Engineer's Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement,

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

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

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

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

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

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

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

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

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

Developer: Turn of the Century LLC
Attn: President
173 Court St.
Woodland, CA 95695

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

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

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

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

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

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

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

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

CITY OF WOODLAND

Turn of the Century

By:

Paul Navazio, City Manager

by:

Melanie Chalk

Its: _____

by:

Roger Kroll

Its: _____

ATTEST:

City Clerk

**EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED**

	SCHEDULE					
Item No.	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	Unit Cost	TOTAL ESTIMATED COST	FUND SOURCE
	Heritage Privacy Wall					
1	Heritage Privacy Wall	LF	150	\$100	\$16,720	SLIF Credits
	Sub TOTAL			16,720		
	Other Items					
	None					
	24% fixed design, construct management, overhead Soft Costs			\$4,013		
	Total			\$20,732.00		

EXHIBIT B

DEVELOPER'S COSTS IN CONSTRUCTING ACQUIRED IMPROVEMENTS



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

5.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: Adopt Intent to Vacate and Set Public Hearing for Excess Land on
Oak Avenue & Sixth Street

Recommendation for Action

Staff recommends that the Council (1) adopt the Resolution of Intention to Vacate and (2) schedule a Public Hearing for May 7, 2013.

Fiscal Impact

There is no cost to the city budget associated with this recommendation. There may be some savings to the city budget due to reduced maintenance costs.

Report in Brief

At the request of the State of California Administrative Office of the Courts, the Development Engineering Division of the Community Development Department is initiating proceedings to abandon excess right-of-way at back of the proposed sidewalk along Sixth Street and Oak Avenue. The Courts will be developing two parcels east of Sixth Street to the north and south of Oak Avenue to accommodate parking for their new courthouse located a few blocks to north.

Current conditions at this location include only curb and gutter, with existing City right-of-way extending up to 23 feet from back of curb. After installing the required public infrastructure, there will be additional right-of-way at the back of the proposed sidewalk. The excess right-of-way will fall within a private landscape area. The City wishes to abandon the excess right-of-way, with the exception of a maintaining a public utility easement at back of walk along the south side of Oak Avenue for existing utilities and any possibility of future utilities with future development .

Background

The State of California Administrative Office of the Courts purchased the land to build parking lots for their new courthouse. City review of the project determined the required public improvements that will be installed along the frontage of the parking lots to include sidewalk and a park strip. The

land held in right-of-way by the City is in excess of the agreed upon improvements, therefore, the City is proposing to vacate this right-of-way.

Discussion

The purpose of the recommended action is to clear up property boundaries with the State of California. By vacating and subsequently deeding excess right-of-way, the City clarifies the responsibility and liability associated with the land. It is in the City's best interest to transfer ownership of unnecessary land to the State.

Commission/Committee Recommendation

The Planning Commission, at its March 21, 2013 meeting, made a finding that the proposed vacation is consistent with the General Plan. This Resolution of Intention to Vacate is pursuant to Chapter 3 of the Public Streets, Highways and Service Easements Law.

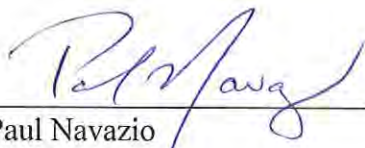
Conclusion

Staff recommends that the Council (1) adopt the Resolution of Intention to Vacate and (2) schedule a Public Hearing for May 7, 2013.

Prepared by: Lolly Weichel
Development Engineering

Reviewed by: Brent Meyer
City Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director


Paul Navazio
City Manager

Attachments: Resolution of Intention to Vacate
Right-of-Way Vacation Display
Legal Description

RESOLUTION NO. _____

**RESOLUTION OF INTENTION TO VACATE PUBLIC RIGHT-OF-WAY
PURSUANT TO CHAPTER 3 OF THE PUBLIC STREETS, HIGHWAYS AND
SERVICE EASEMENT VACATION LAW**

BE IT RESOLVED AND ORDERED that it is the intention of the City Council of the City of Woodland to vacate public right-of-way pursuant to the provisions of Chapter 3 of the Public Street, Highway and Service Easements Vacation Law (commencing at Section 8320 of the Streets and Highways Code) described as follows:

Excess public right-of-way located at proposed back of walk (varying in width from 5 to 23 feet) at the northeast and south east corners of Sixth Street and Oak Street, also known as 543 Sixth Street and 1120 Oak Street, Woodland, California. A public utility easement will be maintained for existing and future utilities.

A map showing the area to be vacated is on file in the office of the City Clerk of the City Council at City Hall, 300 First Street, Woodland, California and is available for public inspection during normal office hours.

BE IT FURTHER RESOLVED AND ORDERED that the proposed vacation is set for hearing at 6:00 p.m., or as soon thereafter as the matter can be heard, on the seventh day of May, 2013, in the City Council Chambers of the City of Woodland, California.

BE IT FINALLY RESOLVED that a copy of this Resolution shall be posted at least two weeks before the above hearing on the Directory in the Lobby of City Hall, 300 First Street, Woodland, California, and notices of the hearing shall be published and posted in the manner prescribed by Sections 8322 and 8323 of the Streets and Highways Code.

On a motion by Councilmember _____, seconded by Councilmember _____, the foregoing Resolution was passed and adopted by the City Council of the City of Woodland, State of California, this second day of April, 2013, by the following vote, to wit:

DATED:

AYES: Councilmembers

NOES: Councilmembers

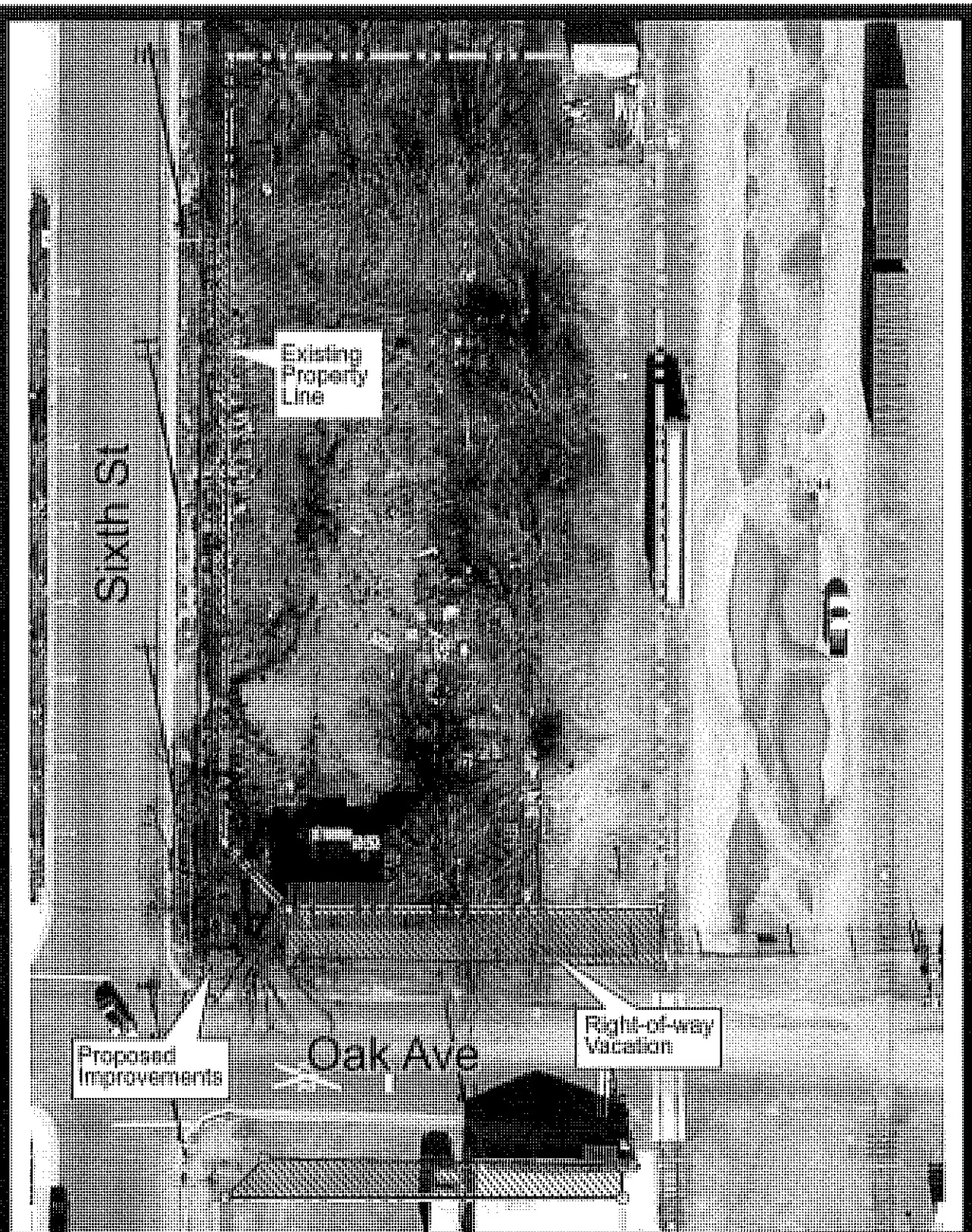
ABSENT: Councilmembers

ABSTAINED: Councilmembers

MARLIN H. DAVIES, MAYOR

ATTEST:

ANA GONZALEZ, CITY CLERK



Right-of-Way Vacation
Courthouse Parking Lots
February 28, 2013



FRAME SURVEYING & MAPPING
609 A Street Davis, CA 95616
530.756.8584 jhframe@dcn.org

Descriptions – Right-of-Way Vacation Parcels
Yolo Superior Courthouse Offsite Parking
March, 2013

All that certain real property situated in the State of California, County of Yolo, City of Woodland, described as follows:

North Parcel

All that certain real property situated in the State of California, County of Yolo, City of Woodland, described as follows:

Beginning at the southeast corner of Parcel 1, as said Parcel is shown on Parcel Map No. 3898, filed November 6, 1991 in Book 10 of Parcel Maps at Page 7, Yolo County Records;

thence South 00° 32' 02" West 17.25 feet;

thence North 88° 37' 10" West 125.70 feet;

thence North 44° 03' 26" West 19.17 feet;

thence parallel with the west line of Parcel 1 North 00° 32' 02" East 259.87 feet;

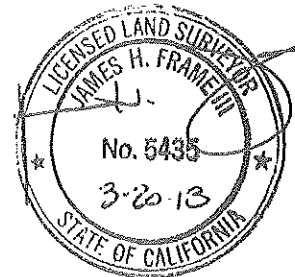
thence South 89° 59' 36" East 4.15 feet to the northwest corner of Parcel 1;

thence along the boundary of Parcel 1 the following three courses:

1. South 00° 32' 02" West 239.07 feet;
2. South 44° 39' 27" East 28.19 feet;
3. South 89° 50' 57" East 115.00 feet to the point of beginning.

Reserving therefrom an easement for public utilities.

Containing 3,377 square feet or 0.078 acres, more or less.



South Parcel

All that certain real property situated in the State of California, County of Yolo, City of Woodland, described as follows:

Beginning at a point on the south line of Oak Avenue (80 feet wide), from which the east line of Sixth Street (60 feet wide) bears North 89° 50' 57" West 1.35 feet;

thence North 45° 54' 49" East 17.28 feet;

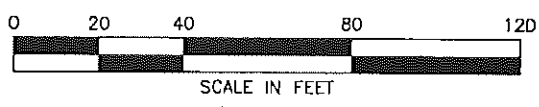
thence South 88° 41' 37" East 112.35 feet;

thence South 00° 32' 02" West 9.79 feet to the north line of Oak Avenue;

thence along said north line North 89° 50' 57" West 124.65 feet to the point of beginning.

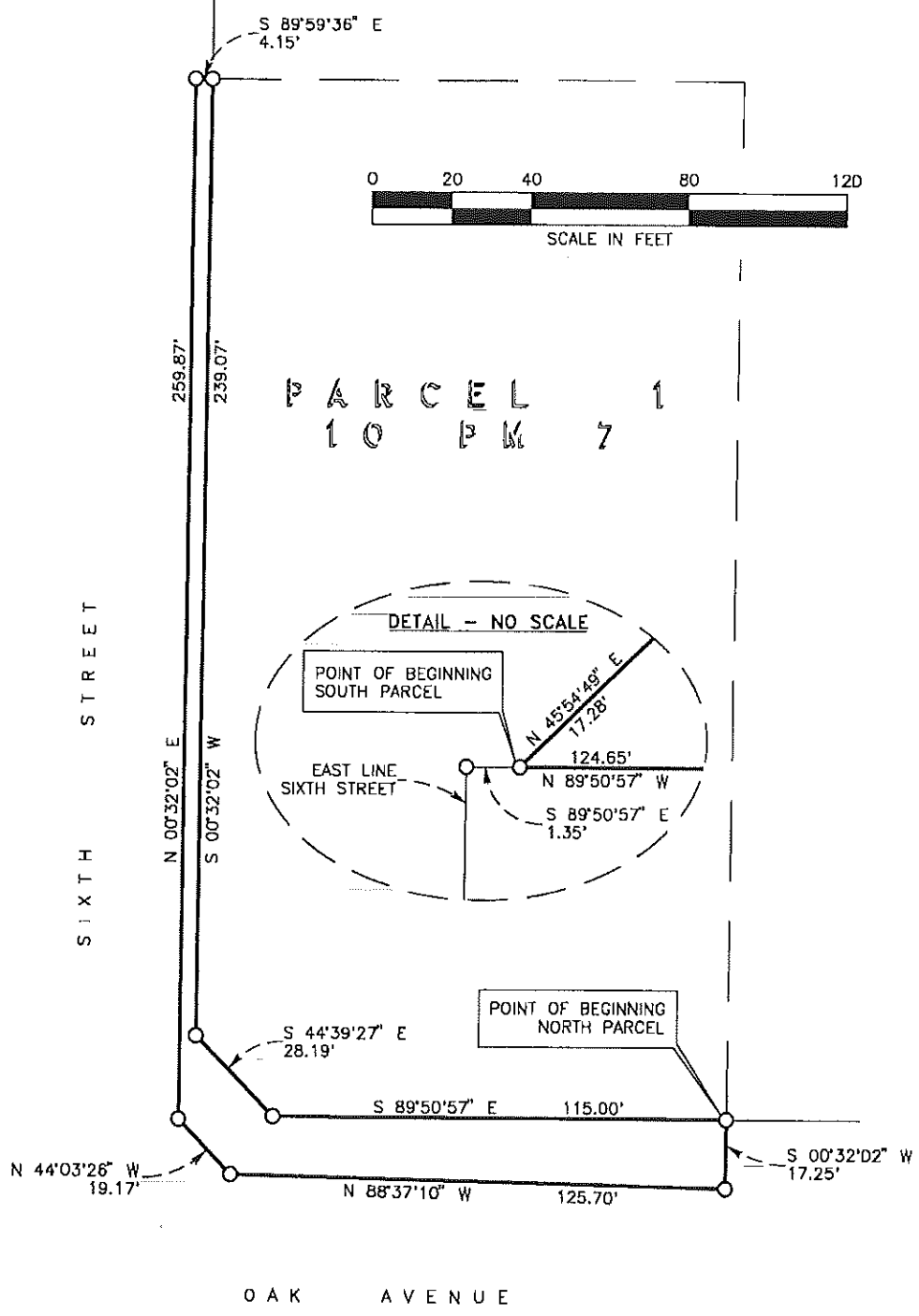
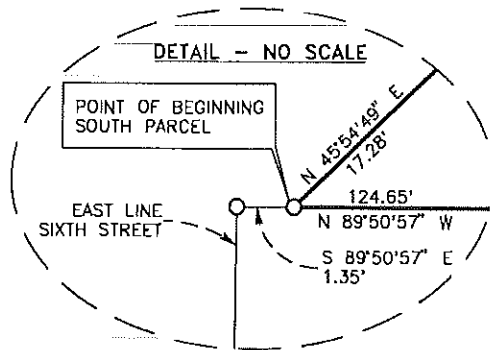
Reserving therefrom an easement for public utilities.

Containing 1,302 square feet or 0.030 acres, more or less.



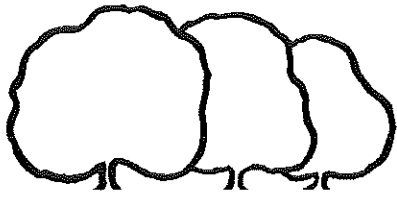
PARCEL
10 PM 7

SIXTH STREET



FRAME SURVEYING & MAPPING
609 A STREET DAVIS, CA 95618
530.758.8584 (v&f) jhframe@dcn.org
211-001A

RIGHT-OF-WAY VACATION
YOLO SUPERIOR COURTHOUSE OFFSITE PARKING
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA
JANUARY, 2013 SHEET 3 OF 3 SCALE 1"= 40'



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

6.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: Long Range Calendar

Recommendation for Action

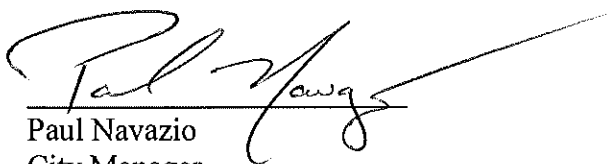
Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Background

This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and better plan for upcoming Council meetings.

Prepared by: Ana Gonzalez
City Clerk

Reviewed by: Paul Navazio
City Manager



Paul Navazio
City Manager

Attachment

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday, April 2, 2013

Reports due 3/20

Regular Meeting

Adopt an Intent to Vacate and Set Public Hearing for excess land on Oak Ave. and Sixth St.
Approve Final map and Subdiv. Improvement Agreement for Map No. 5019 Meikle 4C & A
Water Meter Project Phase 3 Award Contract, CIP 12-09
Award Construction contract for the Water Meter Pavement Mntnc Project, CIP 12-10
Conflict of Interest Code
Long Range Calendar

Tuesday, April 23, 2013

Reports due 3/20

Regular Meeting

CDD Quarterly Status Report
Amend Home Occupation Ordinance to Comply with California Homemade Food Act
Approve Building Services Contract
Approve Consultant Agreement Sewer Main Inspection and Assessment Project, CIP 08-21
Springlake Special Tax Refunding Bonds
Long Range Calendar

Tuesday, May 7, 2013

Reports due 3/20

Regular Meeting

Approve Plans and Specifications for 20013 Safe Routes to School Improvement Project CIP 13-06,
Authorize Bid Advertisement, Authorize CM to Award Contract
Development Fee Deferral Extension
Approve Recommended Priority List Projects to be Funded with 2007 RDA Tax Allocation Bond
Proceeds
Older Americans Month
Hold Public Hearing & Adopt Resolution Vacating Property
Measure E Spending Plan
YMCA Fitness & Wellness Center Lease
Spring Budget Workshop (Tentative)
Vehicle Funding Package
Long Range Calendar

Tuesday, May 21, 2013

Reports due 3/20

Regular Meeting

National Public Works Week
Development Fee Deferral Extension – 2nd Reading
Approval of Plan, Documents and Authorization for Surface Water Project Financing
Long Range Calendar

WOODLAND GENERAL PLAN UPDATE – UPCOMING EVENTS

2013

May 21	City Council #2 (submit draft Housing Element to HCD)
Jun 11	Combined CC#3/PC #4 (direction for alternatives)
Sep 17	City Council #4 (adopt Housing Element) (submit to HCD no later than 10/18)
Oct 10	Combined CC#5/PC#6 (preferred land use plan; policy development)
Oct 15	Combined CC#6/PC#7 (preferred land use plan; policy development) (if needed)

2014

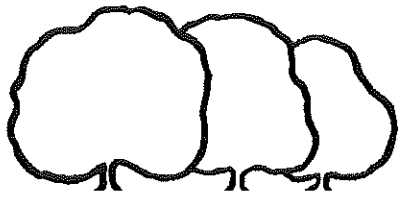
Jun	City Council #7 and 8 (hearings and adoption)
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FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Annual Housing Element Progress Report (**Apr**)
Annual General Plan Progress Report (**Apr**)
WDCWA Joint Intake Schedule - Consider and Approve Construction – (**Apr**)
WDCWA DBO Procurement Schedule – Authorization to Proceed w/Proj Final Eng and Const – **Aug/Sep 2013**
Purchase and Sale Agreement for Old Wastewater Treatment Plant – **TBD**
Regional Parksite Analysis Status Report – **TBD**
Weed Abatement Ordinance
Verizon Cell Tower Communication License Agreement
Approve Recommended Priority List Projects to be funded w/2007 RDA Tax Allocation Bond Proceeds

FUTURE STUDY SESSIONS (TBD):

City Council Goals/Progress Report
Street/Sidewalk Annual Status Report
Climate Action Plan
Update Economic Development Strategic Plan
Redevelopment Bond Proceeds



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

7.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 2, 2013

SUBJECT: FY 2013/14 BUDGET WORKSHOP

Introduction

As part of the Regular City Council meeting of April 2nd, staff has agendized an informational presentation to inform development of the City's upcoming FY2013/14 Proposed Budget.

Discussion

This session follows from the presentation of the Mid-Year Budget Update (February 19, 2013), and is intended to provide the City Council with a preview of the FY2013/14 baseline budget and the revised five-year financial forecast, to include General Fund revenues, expenditures and projected fund balances through the FY2017/18 planning horizon. In addition, staff will highlight other areas of the City budget where corrective measures may be required as a result of projected funding shortfalls.

The primary focus of the workshop - and the areas where Council feedback is particularly sought - will be a discussion of the overall budget-balancing framework, and the range of specific measures being considered to ensure a balanced budget for FY2013/14, maintain prudent reserve levels and advance the City Council's goal of long-term fiscal stability.

While the budget outlook may be slightly improved in comparison to past fiscal years, staff anticipates very limited budget flexibility within the FY2013/14 budget - and five-year planning horizon - to shore-up funding for existing services or otherwise address other unfunded City Council priorities. However, Council feedback will be solicited to inform priorities for both one-time needs as well as priorities for recurring funding needs, within the constraints for next year's budget.

The primary factors contributing to the recurring General Fund budget deficits, as well as funding shortfalls across several other areas of the budget include: 1) lower revenue estimates resulting from the ongoing economic recession (significantly impacting local tax revenues), 2) projected increases in costs associated with employee retirement and retiree medical benefits, and 3) reduced State and Federal funding in support of a wide array of transportation, housing and social services programs.

Notwithstanding the budget-balancing framework to be presented as part of the budget workshop, there remains a significant degree of uncertainty over the City's major sources of revenues, as well as continued pressures on city expenditures, suggesting the need to continue to build additional contingency measures into the planning for the city's FY2013/14 budget.

FY2013/14 CITY COUNCIL BUDGET WORKSHOP**April 2, 2013****OUTLINE**

- Baseline FY2013/14 Budget Update –
 - Results of budget-balancing plan approved with current-year budget
 - Updated FY2013/14 Revenue and Expenditure Assumptions
- Updated Five-Year Forecast –
 - Revenue / Expenditure Trends
 - Recurring Funding Needs
 - Fund Balances
- Other Funds
 - Enterprise Funds
 - Special Revenue Funds
- FY2013/14 Budget Framework
 - Limited Budget Flexibility
 - One-time funding Available for Priority Needs
 - Contingency Planning
- Next Steps – Budget Calendar
- City Council Feedback



Paul Navazio
City Manager