

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

**CITY COUNCIL
CLOSED SESSION AGENDA**

APRIL 23, 2013

5:00 P.M.

- A. CALL TO ORDER
- B. CLOSED SESSION
 - B.1 Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation, Pursuant to Subdivision (c) of Section 54956.9
Number of Potential Cases: 1
 - B.2 Public Employee Performance Evaluation, Pursuant to Section 54957
Title: City Attorney
 - B.3 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: Paul Navazio, Sheila McShane, Andrew Morris and Dania Torres Wong
Employee Organization(s): Firefighters' Association

**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 2013 as The Year of the Child
Recommendation: that the City Council approve the proclamation declaring 2013 as the Year of the Child

G. CONSENT CALENDAR

2. Water Meter Project, Phase III, CIP 12-09; Reject all Bids and Approve Revised Plans and Specifications and Authorize Bid Advertisement
Recommendation: that the City Council reject all bids and approve revised plans and specifications and authorize bid advertisement
3. Final Acceptance and Notice of Completion for City Hall Remodel, CIP 12-15
Recommendation: that the City Council accept the City Hall Remodel construction contract as complete and authorize the city Clerk to file a Notice of Completion
4. Sewer Main Inspection and Assessment Project CIP #13-10; Approve Consultant Agreement
Recommendation: that the City Council approve a consultant services agreement for inspection and assessment services for the Sewer Main Inspection and Assessment Project CIP #13-10 with Water Works Engineers for \$163,912 and authorize the City Manager to execute the agreement

5. Second Reading of Ordinance No. ____ “An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Parkview Development project”.
Recommendation: that the City Council adopt, Ordinance No. ____ “An Ordinance of the City Council of the City of Woodland Approving a Development Agreement for the Parkview Development Project”
6. Amendment of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974
Recommendation: that the City Council Adopt Resolution No. ____ approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974
7. Approve Professional Services Agreement with Interwest Consulting Group for as-needed Plan Checking and Building Inspection Services and Authorize the City Manager to Execute the Agreement
Recommendation: that the City Council (1) approve a professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$50,000 and (2) authorize the City Manager to execute the agreement
8. Community Development Department’s Quarterly Status Report
Recommendation: that the City Council receive Community Development Department’s Quarterly Status Report
9. Approve Amendment #1 to Professional Utility Rate Study Services
Recommendation: that the City Council authorize the City Manager to execute amendment #1 to the consultant services agreement with HDR Engineering, Inc., for Professional Utility Rate Study Services including an additional \$9,770 for the Sewer Rate Study for a total project budget of \$42,760 and \$17,765 to complete a Wastewater Industrial Pretreatment Program (WIPP) Fee Study
10. Deletion and Adoption of Job Descriptions – Electrical/Signs and Markings Supervisor, Industrial Electrical/Electronics Technician, Traffic Signal/Street Lighting Technician and Waste/Wastewater Instrumentation Technician
Recommendation: that the City Council delete the job description of Electrical/Electronics/Instruments Technician (EET) and Electric Supervisor and adopt the following job descriptions: Industrial Electrical/Electronics Technician, Traffic Signal/Street Lighting

Technician, Water/Wastewater Instrumentation Technician and Electrical/Signs and Marking Supervisor

11. Council Long Range Calendar

Recommendation: that the City Council receive the Long Range Calendar for information purposes only

H. REPORTS OF THE CITY MANAGER

12. Approve the Updated Measure E Spending Plan

Recommendation: that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described. (Note: Changes to the adopted MSE Spending Plan require a 4/5 approval from the City Council.)

13. Council Sub-Committee Report: California Voting Rights Act/ District Elections

Recommendation: that the City Council 1) Proceed with placing a Council District ballot measure before the voters at the June 3, 2014 election, and 2) Direct staff to return to the Council with a timetable for specific actions needed to place a measure on the June 2014 ballot, and 3) Schedule a future discussion of specific elements and timing of converting to district Council elections

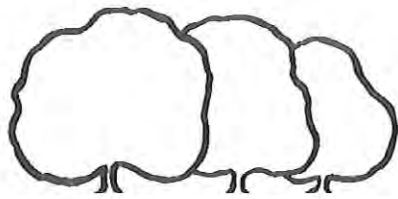
I. ADJOURN

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 23, 2013 was posted on April 19, 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 23, 2013

SUBJECT: Proclamation Declaring 2013 as The Year of the Child

Recommendation for Action

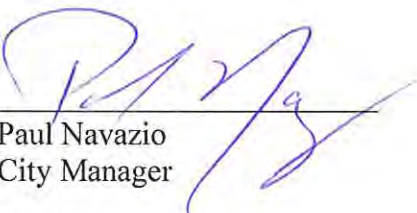
Staff recommends that the City Council adopt a Proclamation declaring April 2013 as The Year of the Child.

Background

Staff has received a request from Lori Aldrete, on behalf of the First 5 Yolo to adopt a Proclamation declaring 2013 as The Year of the Child. Suzanne Anderson, First 5 Yolo Commissioner District 3 Community Representative will be present to receive the Proclamation.

First 5 Yolo recently launched a campaign to promote awareness of Yolo's eight family resource centers. The tag line for this campaign, which includes radio PSAs, newspaper advertisements, bus interior ads and posters is, "How are the children?" The complimentary themes of this question, along with the resolution of the "Year of the Child", will start 2013 on the right direction for ensuring the health and well being of all of Yolo County's 44,500 children.

Prepared by: Ana Gonzalez
City Clerk



Paul Navazio
City Manager

Attachment

City of Woodland
PROCLAMATION
2013 as “The Year of the Child”

WHEREAS, California is home to 9.5 million children, from infants and toddlers to school-agers and teens, including Yolo County's 44,500 children; and

WHEREAS, these children are the future of our county and state, with our investment in our children of today representing our investment in the working people, community leaders, parents and problem solvers of tomorrow; and

WHEREAS, it is therefore imperative that the elected officials, community leaders and policymakers of today prioritize California's children and consider the impact of each decision they make on all of our children today, tomorrow, and in the future; and

WHEREAS, California voters approved Proposition 10 in 1998 investing First 5 California and 58 county First 5 Commissions with responsibility to lead communities in expanding early developmental and school readiness services and improving systems for children ages 0 to 5 and their families, and

WHEREAS, each First 5 Commission works in partnership with its county Board of Supervisors, county school boards and other public and non-profit agencies to address the needs of young children and their families; and

WHEREAS, school board trustees throughout California share this dedication to the good health, school readiness, and general well-being of our children, who cannot vote, lobby or advocate, and are dependent on the adults of today for their well-being; and

WHEREAS, the Yolo County Board of Supervisors have agreed to ask “How are the children?” and to always consider what is best for the children and to continue focusing on the children until we can say with confidence, “All the children are well.”

NOW, THEREFORE, BE IT RESOLVED that the Woodland City Council joins the Yolo County Board of Supervisors, elected officials across the state, First 5 commissions and their many community partners in recognizing the critical importance of placing children at the core of our plans, at the heart of our purpose and at the top of every agenda as we proclaim 2013 as “The Year of the Child”.

Dated this 23rd day of April, 2013.

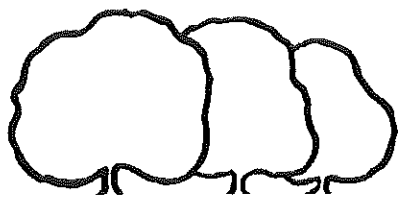
Marlin H. Davies, Mayor

Tom Stallard, Vice Mayor

William L. Marble, Council Member

Jim Hilliard, Council Member

Sean Denny, Council Member



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

2.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Water Meter Project, Phase III, CIP 12-09; Reject all Bids and Approve Revised Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action

Staff recommends that the City Council reject all bids and approve revised plans and specifications and authorize bid advertisement.

Fiscal Impact

The total project budget is \$1,200,000 (water enterprise). The project is fully funded in the current approved Capital Budget. The Engineer's Estimate is \$650,000 to \$800,000. The difference between the total project budget and the engineer's estimate is the amount budgeted for design, right of way, and construction management.

There is no impact to the General Fund.

Background

Phase III of the meter implementation project will install meters on approximately 275 individually owned single-family residential and landscape services located in six planned unit development and/or condominium projects. In addition there are a handful of remaining unmetered commercial connections discovered since the completion of Phase II Project that have been added to this project. With the completion of CIP 12-09, Water Meter Implementation Phase III, the City will have 100 percent of water connections metered and on consumption-based billing.

On February 21, 2013 the City received 5 bids for construction of Water Meter Project, Phase III. On December 18, 2012 Council approved plans and specifications for the project, and the bid period commenced on January 21, 2013.

The City received the following bids:

Bidder's Name	Base Bid Amount	Notes
Terry Hansen Electric	\$721,400.00	1
CW Fox Construction	\$815,015.00	1
GM Construction & Developers	\$838,787.00	1
Teichert Construction	\$908,847.00	
Whitehawk Construction	\$1,042,330.00	1
Engineer's Estimate	\$650,000-\$800,000	

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

Staff is recommending that Council reject all bids and rebid the project for the following reasons:

- 1) Staff has performed due diligence in reviewing the bids and has determined that all 3 of the lowest bidders have failed to either meet the Disadvantaged Business Enterprise (DBE) goals or provide adequate evidence of Good Faith Effort to meet the goals. All other exceptions are as indicated in the Notes above.
- 2) After bid opening staff decided not to pursue the anticipated State funding source for this project. The legal requirements associated with the funding source make it unattractive given the city's current water bonds. There is no need to include the DBE provisions since the City will not be using this loan.

Based on both of these issues, staff is recommending that all bids be rejected and the project be rebid.

Conclusion

Staff recommends that the City Council reject all bids and approve revised plans and specifications and authorize bid advertisement

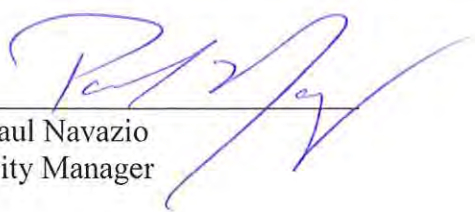
Prepared by: Tamera Burnham
Assistant Engineer

Reviewed by: Brent Meyer
City Engineer

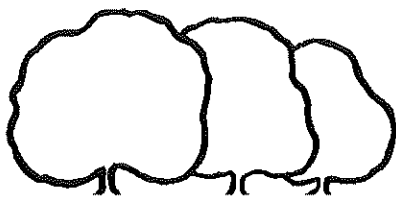
Reviewed by: Nicholas J. Ponticello
Community Development Director

Water Meter Project, Phase III, CIP 12-09; Reject all
SUBJECT: Bids and Approve Revised Plans and Specifications and
Authorize Bid Advertisement

PAGE: 3
ITEM: 2.



Paul Navazio
City Manager



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

3.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Final Acceptance and Notice of Completion for City Hall Remodel,
CIP 12-15

Recommendation for Action

Staff recommends City Council accept the City Hall Remodel construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Fiscal Impact

This project was funded from various programs approved in the FY 2012 and FY 2013 operating programs, Capital Budget, and Amendment 1 to the City's annual CDBG program. The total budget is \$277,456; which consists of \$48,000 from the Capital Fund, \$10,500 from the Sewer Enterprise Fund, \$10,500 from the Water Enterprise Fund, \$59,372 from CDBG, \$82,648 from the General Fund, \$5,000 from the Information Systems Fund, and \$50,000 from Measure E, as authorized in the Capital Budget and \$11,436 from CDD's operating budget. The total cost for this project is \$277,456. The total contract cost is \$211,586. The difference between the total project cost and the construction contract represents the amount expended for design, construction management and City provided materials.

Background

The contractor began construction of the City Hall Remodel in September 2012 and finished the work February 2013. Seven (7) change orders were issued in the amount of \$22,586. These change orders were the result of unforeseen conditions and design modifications. The total contract value paid to the Contractor is \$211,586.

This project provided for consolidation of all Community Development Department (CDD) staff currently housed in City Hall, the annex buildings, and Municipal Services Center (MSC) into the space at City Hall. The project improved the CDD Customer Service Area in the main City Hall

Building and included ADA upgrades to the first and second floor lobby public restrooms and the first floor staff restrooms.

Conclusion

Staff recommends City Council accept the City Hall Remodel construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: James Heath
Associate Civil Engineer

Reviewed by: Nicholas J. Ponticello
Community Development Director



Paul Navazio
City Manager



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

4.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Sewer Main Inspection and Assessment Project CIP #13-10;
Approve Consultant Agreement

Recommendation for Action

Staff recommends that the City Council approve a consultant services agreement for inspection and assessment services for the Sewer Main Inspection and Assessment Project CIP #13-10 with Water Works Engineers for \$163,912 and authorize the City Manager to execute the agreement.

Fiscal Impact

The project is funded in the Capital Budget from the Annual Sewer Repair and Replacement Project, CIP #08-21 in the amount of \$855,000, from the Sewer Enterprise Fund. In order to better track project costs, \$217,500 will be moved from project #08-21 into this new project, the Sewer Main Inspection and Assessment Project #13-10. One of the outcomes of this phase will be a more complete estimate of total project budget requirements.

There is no impact to the General Fund.

Background

The City mostly self performs the cleaning and video inspection of the sewer system but the City is not equipped or staffed to handle the cleaning and video inspection of the large sewer main trunk lines. The subject project will complete the inspection and condition assessment of the sanitary sewer system pipelines for two of the main trunk sewers which convey wastewater to the City's Water Pollution Control Facility (WPCF). The two trunk mains are designated as the Beamer Trunk Sewer and the Gibson Trunk Sewer. Details are provided in the attached contract.

To address the cleaning and video inspection of the large sewer lines, the City issued a Request for Proposals (RFP) on January 29, 2013 and received submittals on February 26, 2013. A three member team of City staff reviewed, scored, and ranked the seven (7) submittals received. The

proposals were evaluated based on the guidelines indicated on the RFP and the selection panel identified Water Works Engineers as the top ranked firm.

Discussion

The City's selection team determined that while all seven (7) firms were highly qualified to perform the work and produce the report requested, Water Works Engineers had the best understanding of the City's needs and approach to the project. Staff anticipates the project to be complete by the end of the 2013 calendar year. The results of the project will assist the City to identify deficiencies in our sewer system for future maintenance work.

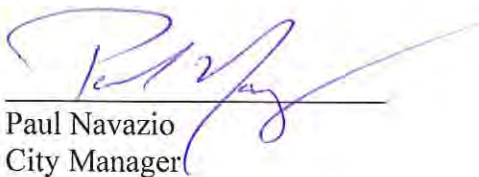
Conclusion

Staff recommends that the City Council approve a consultant services agreement for inspection and assessment services for the Sewer Main Inspection and Assessment Project (CIP #13-10) with Water Works Engineers for \$163,912 and authorize the City Manager to execute the agreement.

Prepared by: Christopher Fong, PE
Associate Civil Engineer

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

Reviewed by: Nicholas J. Ponticello
Community Development Director



Paul Navazio
City Manager

Exhibit: Professional Services Agreement with Water Works Engineers

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES**

CM #	
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This Agreement is made and entered into this _____ day of _____, _____ by and between the City of Woodland, a California municipal corporation ("City") and Water Works Engineers, a Limited Liability Company ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing sewer main inspection and assessment services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for the Sewer Main Inspection and Assessment project ("Project") as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional sewer main inspection and assessment consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from execution of this contract to seven (7) months after the contract execution, unless earlier terminated as provided herein.

Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Sixty-Three Thousand Nine Hundred Twelve Dollars and Thirty-Five Cents (\$163,912.35) without written approval of City's Community Development Director. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety

of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Mike Fisher.

5.3.1 City's Representative. The City hereby designates Chris Fong, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates Mike Fisher, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. 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; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services 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 or expiration of this Agreement.

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. 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.

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 five (5) years from termination or expiration of this Agreement.

If the Professional Liability limits are included with the Contractors Pollution Liability limits on a combined form, the combined limit must be at least equal to the sum of the limits required on both policies.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and 6.2.5 Contractor's Pollution Liability shall be endorsed to provide the following:

6.3.1.1 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 the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing 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.

6.3.1.3 Severability. In the event of 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 claim is 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.

6.3.1.4 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

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

6.3.2.2 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City 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.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has

been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and 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.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available

to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or

entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Chris Fong, Community Development Department

Consultant:

WATER WORKS ENGINEERS
1322 Blue Oaks Blvd., Suite 300
Roseville, CA 95747
Attn: Mike Fisher, Project Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or

termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1

or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Prevailing Wages. Consultant 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any

prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

11.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.19 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.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.21 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.22 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WOODLAND

WATER WORKS ENGINEERS, LLC

By: _____
Paul Navazio
City Manager

By: _____
Mike Fisher
Project Manager

Attest:

By: _____
Ana Gonzalez
City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Basic Services

PROJECT UNDERSTANDING

The City desires to complete the inspection and condition assessment of the wastewater collection system (also called sanitary sewer) pipelines for two of the main trunk sewers which convey wastewater to the City's Water Pollution Control Facility (WPCF).

One of these pipelines is designated the Beamer Trunk Sewer. The portion of this trunk sewer that will be inspected extends from the intersection of Beamer and East Streets along Beamer Street east to the canal at the end of Beamer Street. It continues southeast to the manhole just north of the major storm drainage pump station located at the intersection of the extension of County Road 103 and Main Street. The inspection and condition assessment work includes three short pipeline segments (one manhole to manhole pipeline segment) connecting to the Beamer Trunk Sewer along the route of the pipeline.

The other pipeline to be inspected is designated the Gibson Trunk Sewer. This pipeline extends from the intersection of California Street and Gibson Road east to a point where it connects into the 48-inch pipeline that conveys the flow from this portion of the Gibson Truck Sewer into the City's WPCF. The connection point where the inspection ends is approximately one quarter mile west of the intersection of Gibson Road and County Road 103. This work includes fourteen short pipeline segments (one manhole to manhole pipeline segment) connecting to the Gibson Road Trunk Sewer along the route of the pipeline. It includes multiple small diameter (8-inch) collector pipelines that parallel the trunk sewer along Gibson Road. It also includes approximately one half mile of a 30-inch trunk sewer that parallels the 24-inch trunk sewer from the intersection of County Road 102 east to a point where the two parallel lines join.

According to the City's GIS information on the pipelines to be included in the project, the project consists of inspecting 128 manhole to manhole pipeline segments ranging in size from 6- to 33-inches in diameter. As shown in Table 1 below, the project consists of cleaning, inspecting, and completing the condition assessment of 52,877.5 feet (10.01 miles) of pipeline.

Table 1
Count and Length of Pipeline by Pipe Size

Dia (in)	Count	Length (ft)
6	2	505.1
8	24	8,043.0
12	6	2,267.5
18	15	6,369.0
20	1	442.9
21	7	1,746.8
24	35	15,285.0
27	4	1,731.5
30	27	13,778.7
33	7	2,708.0
	128	52,877.5

Attachment 1 shows a map of the two pipelines to be inspected. Attachment 2 lists the pipelines to be inspected along the Beamer Trunk Sewer. Attachment 3 lists the pipelines to be inspected along the Gibson Trunk Sewer.

The goal of this condition assessment project is to inspect these trunk sewer pipelines to determine their physical condition and determine if there are structural or maintenance problems that need to be fixed.

The project team will coordinate the field work, clean and inspect the designated pipelines, and perform the condition assessment work. The Project Team is expected to have experience in inspection and cleaning of sewer systems. Experience and value will be the basis of selection. This specific experience provides insights into methods to overcome specific issues that are encountered as pipeline projects are implemented

The plan is to clean and inspect all of the pipelines using Panoramo scanner technology or equivalent technology. The IBAK Panoramo 3D Optoscanner incorporates two high-resolution digital cameras in the front and rear sections of the inspection unit with 186° wide-angle lenses with parallel-mounted xenon flashlights. This technology is capable of 360° spherical image pipe inspections at speeds up to 70 feet per minute using forward or reverse inspections. This technology is capable of transmitting live still photos to locate obstructions and other pipeline attributes. These photos effectively create a digital video file of the pipeline, captured on DVD or removable hard drives. This enables analysis of the condition of pipeline surface above the water surface and measurements of objects within the pipe after this fieldwork has been completed; independent of the field inspection work. This reduces the dependence on the camera operator to correctly view all defects and attributes using conventional pan and tilt pipeline inspection approaches.

There may be a need to inspect the two small diameter (6-inch) pipelines and possibly some of the 8-inch pipelines included in the project using conventional pan and tilt pipeline inspection equipment. If problems are encountered inspecting these small diameter pipelines using Panoramo scanner technology, then the conventional pan and tilt pipeline inspection equipment will be used to finish the project.

Most of inspection work must be performed late at night and during the early morning hours from approximately 10:30 p.m. to 5:30 a.m. This is when the wastewater flow levels are at the lowest levels allowing observation of more of the internal surface of the pipelines. This is also the time when the crews will be able to access manhole structures that are located in major streets with less traffic disruption. It is expected that virtually all of the work to clean and inspect the Gibson Trunk Sewer pipelines will be performed during the late night – early morning hours. Due to less traffic along the Beamer Trunk, some of the cleaning may be performed during normal daytime working hours.

By inspecting the pipelines during the late night – early morning hours, it is expected that acceptable viewing conditions will be encountered. The scope of work does include any plugging of sewers to control flows during the inspections and does NOT include any bypass pumping. If high flow conditions are encountered during the late night – early morning hours, the City will be contacted to determine if the City would like to proceed with the inspections at

the flow levels encountered, if they want to delete these segments from the project, or if the City wants to negotiate a change order for plugging and possible bypass pumping.

The pipeline cleaning work will include up to three passes of high pressure hydraulic cleaning of all of the project pipelines prior to the inspection work using high pressure hydraulic cleaning (hydro-cleaning) equipment. Cleaning will be performed to clean the interior of the pipeline sufficiently for inspection of the pipeline. If the standard two to three pass cleaning does not sufficiently clean the pipelines to be inspected, the City will be notified. If additional cleaning is needed, the City can authorize more intense "heavy" cleaning or the City can delete the pipeline(s) in question from the project. The City has viewed inverts and flow conditions in a few of the manholes earlier this summer, it is not anticipated that heavy cleaning will be needed. If conditions are encountered that require heavy cleaning, however, this work will be performed on a time and expense basis for work performed above and beyond the normal cleaning of the pipelines.

The City will provide all of the water needed for cleaning the project pipelines from City water hydrants at no cost. The City will also accept all of the grease, roots, sand, and other solid material removed during the cleaning process at the City's WPCF at no cost.

The Project Team (consultant/project manager and subconsultants) will provide traffic control diagrams as needed. The project team will have arrow boards and truck mounted warning lights as well as traffic delineators on site. Major traffic control where site specific traffic control plans and/or the use of outside traffic control companies is NOT included in the project. While it is not anticipated that major traffic control will be needed, should the City decide that site specific traffic control plans are required, the cost to develop the plan(s) and additional traffic control needs will be negotiated as an extra cost for the project.

It is assumed that there are no special permits needed for this work, such as a CalTrans permit for work along Gibson Road. Any cost for permits is outside the Scope for the project, and will be on a time and materials basis.

All of the inspection work will be performed and coded to meet National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards. Prior to the start of the work, the City will designate if the footages should be recorded from the center to the center of the manholes or from the edge of the starting manhole to the edge of the ending manholes. All attributes of the pipelines and defects found shall conform to certified NASSCO PACP coding standards.

SCOPE OF WORK

Task 1 – Project Management

Management. The Consultant shall manage, monitor and review work progress and the budget of the project team, including subconsultants.

Project Manager. The Consultant and the City shall each designate a Project Manager.

Progress Meetings. Consultant shall participate in project meetings. Meetings with City staff will be held at the City's Corporation Yard offices on Pioneer Avenue. The purpose of the progress meetings will be to provide an opportunity for Consultant and City to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns. With the limited time that the field crew will be in the City, it is anticipated that there will only be one progress meeting during the field data collection phase of the work. It is anticipated that this meeting will be to review the general progress of the work and to discuss any significant problems in the pipelines that have been inspected. Special meetings may be scheduled to discuss severe defects located that may lead to a near term sewer failure or collapse.

Review. The Consultant shall perform periodic quality reviews of the work progress, as required, to ensure that the project scope is achieved. The Consultant shall review and edit all deliverables in-house for quality assurance prior to submittal to the City.

Invoices. The Consultant shall prepare and submit to the City invoices according the schedule included in the Budget section presented later in the Scope including a brief written narrative, which will include an updated schedule.

Subtask 1.1 Kickoff Meeting

The first activity to be accomplished will be to hold a kickoff meeting. During this meeting the lead people for the City, the Consultant's staff, and the Subconsultants will be introduced. We also plan to discuss and agree on a number of key issues including:

- Onsite Coordination
- Reporting protocols and schedules
- Specific field procedures, including:
 - Traffic control
 - Safety - Draft manuals to be provided for the pipeline inspection work
 - Emergency response to issues in case the Consultant team needs help in the middle of the night
 - Emergency reporting. Procedures and contacts in case something is found that needs to be brought to the attention of the City immediately
 - Right of entry on private property and public easements
- The procedures to be followed if and when significant structural or maintenance defects are located.
- Quality assurance / quality control steps

Subtask 1.2 Progress Reports

Under this Subtask the Consultant will prepare progress reports, including the following task-by-task information:

- Review work completed
- Review work scheduled

- Review the work remaining.
- Estimated percent complete.
- Discuss any outstanding issues that need to be resolved.
- Review the budget summary—total task budget, spent-to-date, percent spent-to-date, and remaining budget

Work Products

- Monthly project status reports.

Task 2 –Field Work Oversight

Under this subtask the Consultant will coordinate the field work with the City, and any other subconsultants. This subtask will continue only through the duration of the field work portion of the project. Items included in this subtask include the following:

- Provide daily interface with the City
- Coordinate daily access needs
- Review where the work will be performed and identify any special traffic issues.
- Immediately review any serious problems found by the field crew during the inspection work
- Immediately inform the City of any failed pipelines or structures that cause a hazard to the public or any pipelines or structures that are in immediate danger of failure
- Provide data transfer from field crews to the condition review staff.

City Provided Support

The City will work with the Consultant and the Consultant's team under this Task to facilitate the field work. Specific support that the City will provide includes:

- Providing maps and aerial photography with connectivity for field work
- Providing emergency contact information for normal working hours and for late night – early morning hours
- Providing water for the cleaning work
- Providing for the disposal of the solids at the City's WPCF

Work Products

- Daily phone conversations with City Project Manager.

Task 3 – Pipeline Cleaning and Inspection

Under this Task the Consultant will clean and inspect the Trunk Sewer pipelines included in the project.

Subtask 3.1 Pipeline Inspection using Panoramio Scanner technology

Under this subtask, the Consultant will inspect most of the Trunk Sewers included in this project using Panoramo Scanner technology or its equivalent. Illumination of the interior of the pipeline and camera clarity will be special issues in the performance of this work. If the work cannot be started until the cold winter months, the Project Team will take special steps to minimize and limit the development of steam and fog in the pipelines during the inspection.

The pipeline television inspection (TVI) work will normally proceed down the pipeline from an upstream manhole where access is available. Where the inspection is continuing downstream in a relatively straight series of pipelines or where access is limited, the next pipeline segment downstream may be inspected without moving the camera truck. When this occurs, the camera will be stopped in the middle (centerline) of the manhole and the footage counter will be reset to zero. A new video log will then be started identifying the new pipeline segment to be inspected.

The video files will be captured using an IPF file format available in the television inspection trucks. The video files will be transferred to the Consultant and ultimately to the City using removable hard drives that will allow the transfer of a large number of video inspections files at one time. The Consultant will use the City's asset identification system to identify each pipe segment inspected. Each digital video file will be named according to the associated asset ID.

Subtask 3.2 Closed Circuit Television Pipeline Inspection Using Conventional Pan and Tilt Technology

Under this subtask, the Consultant will inspect the remaining pipeline that cannot be inspected using Panoramo Scanner technology using conventional pan and tilt technology. The inspection work will be performed using conventional pan and tilt technology according to City standard procedures. Illumination of the interior of the pipeline and camera clarity will be special issues in the performance of this work. Since this work may be accomplished during the cold winter months, the Project Team will take special steps to minimize and limit the development of steam and fog in the pipelines during the inspection.

The pipeline television inspection (TVI) work will normally proceed down the pipeline from an upstream manhole where access is available. The use of reverse setups will be discouraged and only used where other reasonable means are not available.

The video files will be captured using video formats available in the television inspection trucks. The video files will be transferred to the City using removable hard drives that will allow the transfer of a large number of video inspections files at one time.

Task 4 - Engineering Evaluation

Under this task the Project Team will calculate NASSCO PACP maintenance and structural quick ratings for each trunk sewer inspected.

Under this task the Consultant will also review the collected data and assign condition assessment ratings to each trunk sewer pipe asset. This rating system accounts for the internal physical condition of the pipeline, age of the system components, types of construction materials

used and number of physical defects observed. This condition assessment rating system will be used to classify and rank the condition of every asset inspected. The Consultant will apply a 1 to 5 rating system used on other projects after review by the City.

The evaluation will include the a preliminary evaluation of the data collected as a quality control check and to complete an initial assessment of the inspection for significant damage or corrosion that should be brought to the attention of the City.

The Consultant will provide the Panoramio Scanner software for viewing video files collected using this technology.

Work Products

- Microsoft Access database digital files of the Panoramio pipeline inspections
- Digital video files of any pan & tilt pipeline inspections
- Database file of the pipeline inspection results
- PipeLogix viewer software to allow the City to view the completed inspections
- NASSCO PACP maintenance and structural quick ratings for each trunk sewer inspected

Task 5 – Summary Report

Under this Task, the Consultant will prepare a draft and, after City review and approval, the final condition assessment summary report. The summary report will include an Executive Summary, a description of the purpose of the investigation, the procedures used and the findings of the investigation. To the extent that graphics will assist in understanding the information they will be used. The report is not expected to exceed 25 pages.

Work Products

- Condition Assessment Summary Report, Draft and Final

Schedule

The field work should be started within four weeks of the issuance of a Notice to Proceed. The fieldwork is expected to be completed within four weeks after the work has been started. The attribute and defect coding will be completed within three weeks of the end of the inspection work. The coding review and the engineering evaluation should take another 5 weeks of work time. The preparation of the draft summary report will take two weeks following the completion of the engineering evaluation. Allowing time for the City's review and any modifications to the summary report, the entire project should be completed with four and one half months from the project authorization assuming that there is not any inspection work that was missed or needs to be redone. Any field work that would need to be done after the initial field work would add a month to a month and a half to the overall schedule.

Budget

Table 2 presents the basis for proposal project cost. Periodic billings will be submitted as follows. The first billing, to be submitted after the completing the field work, will include the cost of the preparing for and attending the kickoff meeting, 80% of the cost of fieldwork oversight, and 50% of the cost for any subcontractor for their completed fieldwork. The second billing, to be submitted after delivery of the coded and reviewed inspections, will include 80% of the cost of the pipeline coding review and an additional 30% of the cost for any subcontractor. This will retain 20% of the fieldwork cost in the event that some of the required inspections were somehow missed or will need to be redone. The third billing, to be submitted after delivery of the draft summary report, will be based on 90% of the project cost, since all field work will need to be accepted to prepare the report. The final billing for the remaining 10% of the project cost will be submitted after the City has accepted the final report.

Meetings will be limited to the kickoff meeting, progress meetings, and any special meetings to review any severe defects found that should be considered for immediate repair or replacement. Other meetings, like presentations to the City Council, if desired, will be considered out of scope and will only be scheduled if additional budget authorization is provided by the City.

**Table 2
Project Budget**

Task	Subtask	Hours		Labor Cost		Labor Total
		PM	CCTV	PM \$/hr	CCTV \$/hr	
1	Project Management					
1.1	Kickoff Meeting					
1.2	Progress Reports					
2	Field Wk Oversight					
4	Pipeline Coding Review					
5	Engineering Evaluation					
6	Summary Report					
	Draft					
	Final					
	Totals					

Direct Labor

Expenses

Mileage

Copy/Printing

Expense Subtotal

Outside Services

(Sub Name)	Units	\$/unit	Total
Mobilization	1		
CCTV Inspection 6" to 8"	8,512		
CCTV Inspection 12" to 18"	8,554		
CCTV Inspection 20" to 24"	17,475		
CCTV Inspection 27" to 33"	18,338		
Cleaning 6" to 8"	8,512		
Cleaning 12" to 18"	8,554		
Cleaning 20" to 24"	17,475		
Cleaning 27" to 33"	18,338		
Subtotal			

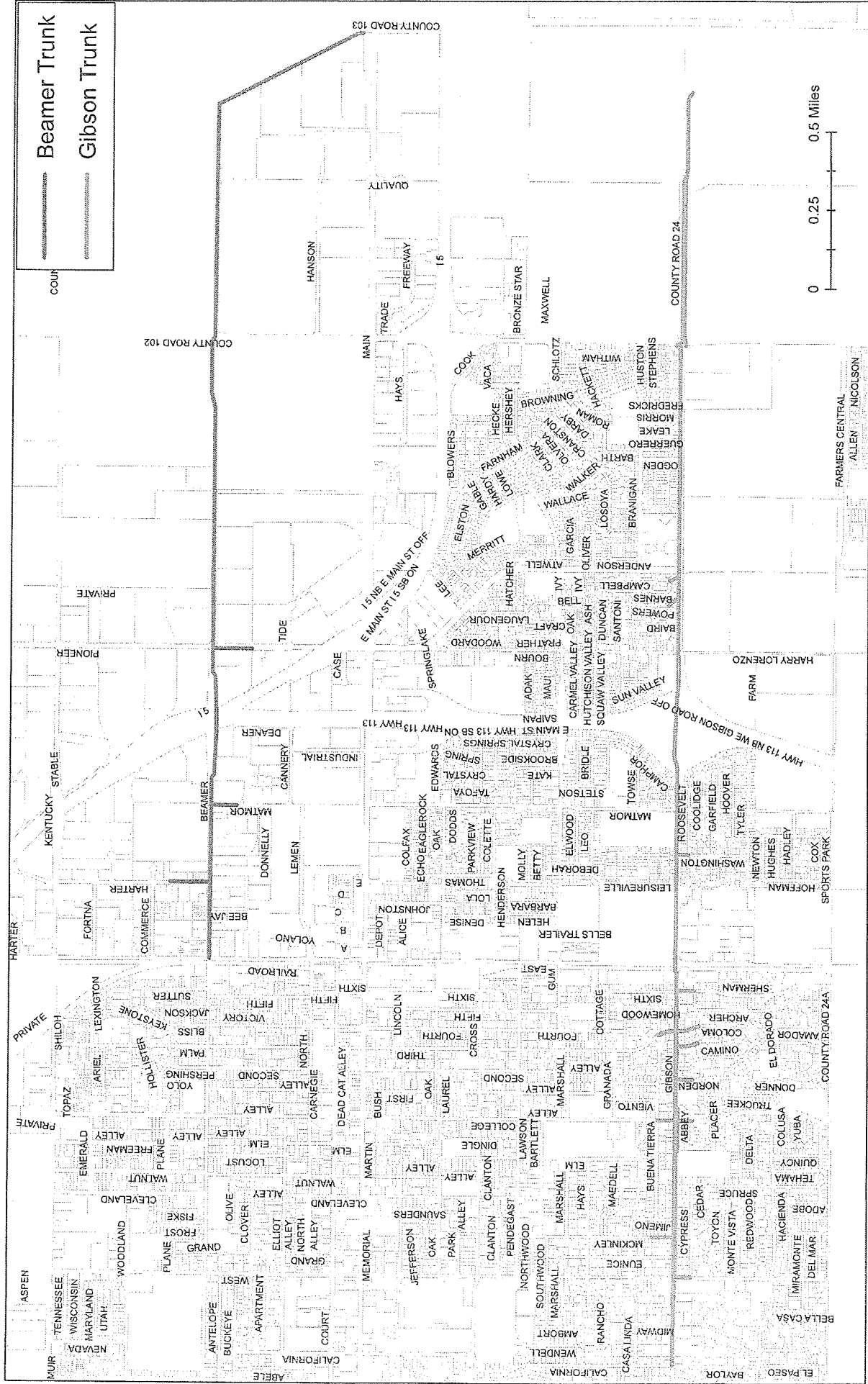
Admin OH & Risk

Outside Services Total

Total Project Cost

Attachment 1
Project Location

Beamer Trunk
Gibson Trunk



Attachment 2
Beamer Pipelines Included in Project

Pipeline	PipeID	Dia	Street	USMH	DSMH	Mtl	Length
			1300 - 1399 COMMERCE				
Beamer	SGM_04292	12	AVE	SMH_02566	SMH968	VCP	683.1
Beamer	SGM1395	33	300 - 399 HANSON CT	SMH2108	SMH2109	VCP	120.0
Beamer	SGM1396	30	300 - 399 HANSON CT	SMH2045	SMH2046	RCP	877.6
Beamer	SGM1397	33	2400 - 2499 E MAIN ST	SMH2109	SMH2009	VCP	753.0
Beamer	SGM1398	33	300 - 399 HANSON CT	SMH2048	SMH2108	VCP	400.0
Beamer	SGM1399	33	300 - 399 HANSON CT	SMH2047	SMH2048	VCP	460.0
Beamer	SGM1400	30	300 - 399 HANSON CT	SMH2046	SMH2047	VCP	22.0
Beamer	SGM1401	30	1800 - 1809 E BEAMER ST	SMH868	SMH867	VCP	353.5
Beamer	SGM1402	30	1600 - 1799 E BEAMER ST	SMH872	SMH868	VCP	702.4
Beamer	SGM1403	30	1600 - 1799 E BEAMER ST	SMH873	SMH872	VCP	709.9
Beamer	SGM1405	30	2 - 99 N PIONEER AVE	SMH875	SMH873	VCP	628.7
Beamer	SGM1406	30	2 - 99 N PIONEER AVE	SMH877	SMH876	VCP	99.7
Beamer	SGM1407	30	1512 - 1599 E BEAMER ST	SMH954	SMH877	VCP	210.7
Beamer	SGM1408	30	1512 - 1599 E BEAMER ST	SMH955	SMH954	VCP	27.4
Beamer	SGM1409	30	1512 - 1599 E BEAMER ST	SMH956	SMH955	VCP	79.0
Beamer	SGM1410	27	1512 - 1599 E BEAMER ST	SMH2042	SMH956	VCP	89.3
Beamer	SGM1411	27	1500 - 1511 E BEAMER ST	SMH957	SMH2041	VCP	371.7
Beamer	SGM1416	30	2000 - 2199 E BEAMER ST	SMH828	SMH2045	RCP	400.0
Beamer	SGM1417	30	1810 - 1999 E BEAMER ST	SMH861	SMH859	VCP	257.6
Beamer	SGM1418	30	1810 - 1999 E BEAMER ST	SMH864	SMH861	VCP	705.5
Beamer	SGM1465	30	1800 - 1809 E BEAMER ST	SMH867	SMH864	VCP	727.6
Beamer	SGM1578	12	2 - 199 PIONEER AVE	SMH878	SMH876	VCP	667.6
Beamer	SGM1882	33	2400 - 2499 E MAIN ST	SMH2011	SMH2012	VCP	26.3
Beamer	SGM1883	33	2400 - 2499 E MAIN ST	SMH2012	SMH2010	VCP	64.6
Beamer	SGM1972	30	2 - 99 N PIONEER AVE	SMH876	SMH875	VCP	227.1
Beamer	SGM2036	33	2400 - 2499 E MAIN ST	SMH2009	SMH2011	VCP	884.0
Beamer	SGM2479	30	1810 - 1999 E BEAMER ST	SMH859	SMH856	RCP	1,027.3
Beamer	SGM2638	24	1400 - 1499 E BEAMER ST	SMH964	SMH963	VCP	120.2
Beamer	SGM2639	24	1400 - 1499 E BEAMER ST	SMH965	SMH964	VCP	341.4
Beamer	SGM2640	24	1300 - 1399 E BEAMER ST	SMH966	SMH965	VCP	338.9
Beamer	SGM2641	24	1300 - 1399 E BEAMER ST	SMH967	SMH966	VCP	318.7
Beamer	SGM2644	24	1300 - 1399 E BEAMER ST	SMH968	SMH967	VCP	644.7
Beamer	SGM2682	24	1238 - 1299 E BEAMER ST	SMH988	SMH968	VCP	455.9
Beamer	SGM2683	24	1200 - 1237 E BEAMER ST	SMH992	SMH988	VCP	779.3
Beamer	SGM2731	18	1100 - 1199 BEAMER ST	SMH993	SMH992	VCP	66.9
Beamer	SGM2734	20	2 - 199 MATMOR RD	SMH977	SMH965	Ukn	442.9
Beamer	SGM2738	24	1400 - 1499 E BEAMER ST	SMH963	SMH2107	VCP	82.5
Beamer	SGM2739	27	1400 - 1499 E BEAMER ST	SMH2107	SMH957	VCP	738.5
Beamer	SGM2740	30	2000 - 2199 E BEAMER ST	SMH856	SMH855	RCP	733.6
Beamer	SGM2741	30	2000 - 2199 E BEAMER ST	SMH855	SMH853	RCP	609.5
Beamer	SGM2743	30	2000 - 2199 E BEAMER ST	SMH853	SMH828	RCP	1,263.4
Beamer	SGM2752	27	1512 - 1599 E BEAMER ST	SMH2041	SMH2042	VCP	532.0
Total =							19,044.1

Attachment 3
Gibson Pipelines Included in Project

Pipeline	PipeID	Dia	Street	USMH	DSMH	Mtl	Length
Gibson	SGM_04048	24		SMH_02518	SMH2279	VCP	27.7
Gibson	SGM_04079	30	42001 - 42998 COUNTY RD 24	SMH2278	SMH_02494	VCP	285.3
Gibson	SGM_04082	30	42001 - 42998 COUNTY RD 24	SMH_02379	SMH_02519	VCP	1,194.9
Gibson	SGM_04083	24	42001 - 42998 COUNTY RD 24	SMH1798	SMH_02493	VCP	748.0
Gibson	SGM_04203	24		SMH1796	SMH_02516	VCP	665.1
Gibson	SGM_04204	24		SMH_02516	SMH_02517	VCP	58.0
Gibson	SGM_04205	24		SMH_02517	SMH_02518	VCP	212.7
Gibson	SGM_04206	30	42001 - 42998 COUNTY RD 24	SMH_02519	SMH2000	VCP	125.1
Gibson	SGM_04288	6	GIBSON RD	SMH_02600	SMH421	VCP	62.9
Gibson	SGM1143	24	42001 - 42998 COUNTY RD 24	SMH1797	SMH1796	VCP	880.1
Gibson	SGM1172	30	1966 - 1999 HUSTON CIR	SMH_02515	SMH2275	VCP	162.7
Gibson	SGM1173	30	42001 - 42998 COUNTY RD 24	SMH2275	SMH2276	VCP	675.0
Gibson	SGM1174	30	42001 - 42998 COUNTY RD 24	SMH2276	SMH2277	VCP	700.0
Gibson	SGM1175	30	42001 - 42998 COUNTY RD 24	SMH2277	SMH2278	VCP	700.0
Gibson	SGM1176	30	42001 - 42998 COUNTY RD 24	SMH_02494	SMH2279	VCP	273.2
Gibson	SGM1177	24	42001 - 42998 COUNTY RD 24	SMH2279	SMH_02379	VCP	177.4
Gibson	SGM1305	8	1000 - 1099 PIONEER AVE	SMH1040	SMH1743	VCP	166.5
Gibson	SGM1324	12	1026 - 1099 HUSTON CIR	SMH1807	SMH1799	Ukn	82.8
Gibson	SGM1325	24	1026 - 1099 HUSTON CIR	SMH1799	SMH1798	VCP	43.2
Gibson	SGM1326	24	42001 - 42998 COUNTY RD 24	SMH_02493	SMH1797	VCP	141.6
Gibson	SGM1328	24	2300 - 2999 E GIBSON RD	SMH1803	SMH1799	VCP	816.3
Gibson	SGM1329	24	2300 - 2999 E GIBSON RD	SMH1802	SMH1803	VCP	229.8
Gibson	SGM1331	24	2300 - 2999 E GIBSON RD	SMH1801	SMH1802	VCP	650.8
Gibson	SGM1332	24	1000 - 1047 LEAKE CIR	SMH1737	SMH1801	VCP	158.7
Gibson	SGM1333	24	1800 - 2299 E GIBSON RD	SMH1738	SMH1737	VCP	742.2
Gibson	SGM1334	24	1000 - 1099 PIONEER AVE	SMH1744	SMH1739	VCP	409.4
Gibson	SGM1335	24	1800 - 2299 E GIBSON RD	SMH1739	SMH1738	VCP	858.6
Gibson	SGM1336	24	1000 - 1099 PIONEER AVE	SMH1743	SMH1744	VCP	114.5
Gibson	SGM1797	8	1300 - 1399 WEST ST	SMH1597	SMH432	VCP	301.4
Gibson	SGM1868	8	1058 - 1199 POWERS CIR	SMH810	SMH1742	VCP	212.4
Gibson	SGM1899	24	1600 - 1799 E GIBSON RD	SMH1742	SMH1743	VCP	357.1
Gibson	SGM1900	24	1600 - 1799 E GIBSON RD	SMH1741	SMH1742	VCP	880.8
Gibson	SGM1930	8	1400 - 1413 COLOMA WAY	SMH579	SMH393	VCP	298.2
Gibson	SGM1932	12	1400 - 1413 COLOMA WAY	SMH392	SMH580	VCP	322.9
Gibson	SGM1941	8	1400 - 1599 AUBURN WAY	SMH1265	SMH581	VCP	370.7
Gibson	SGM1945	8	1414 - 1599 COLOMA WAY	SMH1264	SMH580	VCP	390.3
Gibson	SGM2132	8	300 - 499 GIBSON RD	SMH425	SMH422	VCP	560.8
Gibson	SGM2133	18	300 - 499 GIBSON RD	SMH422	SMH1269	VCP	521.0
Gibson	SGM2134	18	1300 - 1399 SPRUCE DR	SMH425	SMH424	VCP	206.8
Gibson	SGM2135	8	730 - 799 GIBSON RD	SMH583	SMH579	VCP	538.7
Gibson	SGM2136	8	618 - 729 GIBSON RD	SMH414	SMH583	VCP	513.8
Gibson	SGM2137	8	500 - 617 GIBSON RD	SMH1268	SMH414	VCP	449.9
Gibson	SGM2146	8	2 - 99 W GIBSON RD	SCO_00150	SMH434	VCP	308.0
Gibson	SGM2147	18	2 - 99 W GIBSON RD	SMH436	SMH432	VCP	766.3
Gibson	SGM2151	21	1150 - 1199 GIBSON RD	SMH573	SMH572	VCP	148.3
Gibson	SGM2152	21	1150 - 1199 GIBSON RD	SMH574	SMH573	VCP	32.6
Gibson	SGM2153	21	1000 - 1149 GIBSON RD	SM575	SMH574	VCP	314.1
Gibson	SGM2154	12	1400 - 1499 SIXTH ST	SMH1262	SMH575	VCP	306.4
Gibson	SGM2155	8	200 - 299 GIBSON RD	SMH428	SMH425	VCP	563.7
Gibson	SGM2156	8	100 - 199 GIBSON RD	SMH429	SMH428	VCP	294.2

Attachment 3
Gibson Pipelines Included in Project

Pipeline	PipeID	Dia	Street	USMH	DSMH	Mtl	Length
Gibson	SGM2157	8	16 - 99 GIBSON RD	SMH431	SMH429	VCP	339.1
Gibson	SGM2158	8	2 - 15 GIBSON RD	SMH432	SMH431	VCP	331.0
Gibson	SGM2392	24	1420 - 1449 E GIBSON RD	SMH818	SMH1692	VCP	771.9
Gibson	SGM2394	24	E GIBSON RD	SMH1692	SMH1740	VCP	1,154.6
Gibson	SGM2757	18	800 - 899 GIBSON RD	SMH580	SMH578	VCP	398.4
Gibson	SGM2758	18	730 - 799 GIBSON RD	SMH581	SMH580	VCP	275.1
Gibson	SGM2759	18	300 - 399 W GIBSON RD	SMH402	SMH436	VCP	701.2
Gibson	SGM2765	18	730 - 799 GIBSON RD	SMH582	SMH581	VCP	223.4
Gibson	SGM2766	18	618 - 729 GIBSON RD	SMH584	SMH582	VCP	325.9
Gibson	SGM2767	18	500 - 617 GIBSON RD	SMH1269	SMH584	VCP	691.7
Gibson	SGM2768	8	1400 - 1499 NORDEN WAY	SMH585	SMH584	VCP	43.9
Gibson	SGM2769	8	1400 - 1499 NORDEN WAY	SMH1267	SMH585	VCP	238.7
Gibson	SGM2776	8	1400 - 1499 COLLEGE ST	SMH1268	SMH397	VCP	297.7
Gibson	SGM2777	8	1500 - 1533 COLLEGE ST	SMH11270	SMH1269	VCP	36.5
Gibson	SGM2778	8	1500 - 1533 COLLEGE ST	SMH1273	SMH1270	VCP	258.2
Gibson	SGM2890	8	1400 - 1411 WASHINGTON DR	SMH1234	SMH822	VCP	201.9
Gibson	SGM2935	24	1400 - 1417 MATMOR RD	SMH819	SMH818	VCP	10.2
Gibson	SGM2936	24	1400 - 1417 MATMOR RD	SMH820	SMH819	VCP	20.3
Gibson	SGM2937	24	1350 - 1399 E GIBSON RD	SMH821	SMH820	VCP	638.7
Gibson	SGM3068	18	300 - 499 GIBSON RD	SMH_02607	SMH424	VCP	166.5
Gibson	SGM3069	18	300 - 499 GIBSON RD	SMH424	SMH422	VCP	202.5
Gibson	SGM3146	8	1200 - 1299 MCKINLEY AVE	SMH741	SMH429	VCP	364.6
Gibson	SGM3147	18	200 - 299 GIBSON RD	<Null>	<Null>	VCP	886.9
Gibson	SGM3148	18	16 - 99 GIBSON RD	SMH432	SMH430	VCP	661.8
Gibson	SGM3149	8	300 - 499 GIBSON RD	SMH422	SMH1268	VCP	554.8
Gibson	SGM3168	6	1500 - 1533 COLLEGE ST	SMH421	SMH270	VCP	442.2
Gibson	SGM3169	12	1500 - 1533 COLLEGE ST	SCO_00061	SMH1270	VCP	204.5
Gibson	SGM3170	18	900 - 999 GIBSON RD	SMH578	SMH575	VCP	274.5
Gibson	SGM3175	8	800 - 899 GIBSON RD	SMH579	SMH577	VCP	408.0
Gibson	SGM3255	21	1200 - 1261 E GIBSON RD	SMH572	SMH827	VCP	390.4
Gibson	SGM3256	21	1200 - 1261 E GIBSON RD	SMH827	SMH826	VCP	250.0
Gibson	SGM3257	21	1262 - 1329 E GIBSON RD	SMH826	SMH824	VCP	367.9
Gibson	SGM3258	21	1262 - 1329 E GIBSON RD	SMH824	SMH823	VCP	243.5
Gibson	SGM3259	24	1330 - 1349 E GIBSON RD	SMH823	SMH822	VCP	573.2
Gibson	SGM3261	24	1350 - 1399 E GIBSON RD	SMH822	SMH821	VCP	129.7
Gibson	SGM3731	24	1550 - 1599 E GIBSON RD	SMH1740	SMH1741	VCP	732.9
Total =							33,833.5

EXHIBIT “B”

SCHEDULE OF SERVICES & COMPENSATION

Cost Proposal



Client City of Woodland
 Project Sewer Main Inspection and Assessment Services
 Ref No. CIP #08-21
 Date 2/26/2013

Project Budget

Task	Subtask	Hours		Labor Cost		Labor Total
		PM	CCTV	PM \$/hr	CCTV \$/hr	
1	Project Management					
1.1	Kick-off Meeting	4	8	\$165	\$142	\$1,796.00
1.2	Progress Reports	8		\$165	\$142	\$1,320.00
2	Field Wk Oversight	8	80	\$165	\$142	\$12,680.00
3	Pipeline Coding Review	4	32	\$165	\$142	\$5,204.00
4	Engineering Evaluation	12	48	\$165	\$142	\$8,796.00
5	Summary Report					
	Draft	12	32	\$165	\$142	\$6,524.00
	Final	4	16	\$165	\$142	\$2,932.00
	Totals	52	216			\$39,252.00
	Direct Labor					

Expenses

Mileage	\$325.00
Copy/Printing	\$375.00
Expenses Subtotal	\$700.00

Outside Services (ProPipe)	Units	\$/unit	Total
Mobilization	1	\$12,000	\$12,000.00
CCTV Inspection 6" to 8" (w/GIS)	8,512	\$1.05	\$8,937.60
CCTV Inspection 12" to 18" (w/GIS)	8,554	\$1.05	\$8,981.70
CCTV Inspection 20" to 24" (w/GIS)	17,475	\$1.05	\$18,348.75
CCTV Inspection 27" to 33" (w/GIS)	18,338	\$1.05	\$19,254.90
Cleaning 6" to 8" (3-passes)	8,512	\$0.75	\$6,384.00
Cleaning 12" to 18" (3-passes)	8,554	\$0.95	\$8,126.30
Cleaning 20" to 24" (3-passes)	17,475	\$1.14	\$19,921.50
Cleaning 27" to 33" (3-passes)	18,338	\$1.20	\$22,005.60
Subtotal			\$123,960.35
Admin OH & Risk	(Included above)		
Outside Services Total			\$123,960.35

Expenses Subtotal **\$163,912.35**

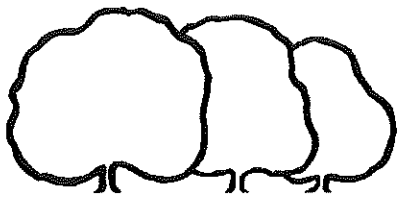
Exclusions



Client City of Woodland
Project Sewer Main Inspection and Assessment Services
Ref No. CIP #08-21
Date 2/26/2013

EXCLUSIONS (any qualifications to exclusions are in parenthesis)

- 1 Bypass pumping and operating pump stations
- 2 Environmental/erosion control
- 3 Permits, licenses and performance bonds
- 4 Excavation of any kind
- 5 Access- (Owner shall provide adequate access)
- 6 Mobilizations- proposal is based upon 1 instance of mobilization for the above services
- 7 Cleaning beyond normal conditions- (cleaning services are for 2 to 3 passes with a jetter)
- 8 Disposal
- 9 Water



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

5.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Second Reading of Ordinance No. _____ "An Ordinance of the City Council of the City of Woodland to Approving a Development Agreement for the Parkview Development project".

Recommendation for Action

Staff recommends that the City Council adopt, Ordinance No. _____, "An Ordinance of the City Council of the City of Woodland Approving a Development Agreement for the Parkview Development Project".

Fiscal Impact

There is no fiscal impact related to the adoption of this ordinance.

Background

An application for the Parkview development project in Spring Lake was considered and approved by the City Council on March 19, 2013. The application encompassed several actions including certification of a California Environmental Quality Act Environmental Impact Report Addendum, approving a rezone the Spring Lake Specific Plan from multi-family R-20 and School to single family R-8, amending the Housing Element list of available sites, and adopting findings to approve a Tentative Subdivision Map 5004, conditions of approval and a Development Agreement. This is the second reading of the ordinance to approve the Development Agreement.

Discussion

The project application request is for approval of a Specific Plan Amendment, Tentative Subdivision Map #5004, Development Agreement as well as modification to the Housing Element list of affordable sites. The proposed project results in the elimination of a 10-acre elementary school site and the rezoning of an R-20 multi-family site to single family. The application results in an increase in single-family R-8 acreage at a net density of 6.67 dwelling units per acre resulting in 108 single family lots.

The Spring Lake Specific Plan requires that each developer enter into a Development Agreement with the City. A Development Agreement was approved as part of the original TOC 160 West project on August 19, 2003 by the City Council. The revised agreement, which is attached, will replace the original agreement for these two properties.

On March 19, 2013, the City Council considered the proposed project application and introduced the first reading of the Ordinance to approve the Development Agreement concerning the Parkview Project.

Conclusion

Staff recommends that the City Council adopt, Ordinance No. _____, "An Ordinance of the City Council of the City of Woodland Approving the City of Woodland Development Agreement Concerning the Parkview Project"

Prepared by: Cindy A. Norris
Principal Planner

Reviewed by: Nicholas J. Ponticello
CDD Director


Paul Navazio
City Manager

Attachments: Ordinance No. _____, with supporting exhibits

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

ALC IV WOODLAND-SPRING LAKE, LLC

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter "Agreement") is entered into as of this 23rd day of April, 2013 by and between the City of Woodland, California ("CITY"), and ALC IV Woodland-Spring Lake, LLC, a California limited liability company ("OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan") which encompasses OWNER's property, more fully described on Exhibit "A" and shown on Exhibit "B" to this Agreement ("Property"), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, the then owner of the Property, Turn of the Century, LLC, and CITY entered into a development agreement approved by the Woodland City Council on August 19, 2003 ("TOC 160 Development Agreement"); and

WHEREAS, OWNER and CITY wish to enter into a project specific development agreement pursuant to the Plan, which shall replace the TOC 160 Development Agreement as it pertains to the Property allowing for the construction of a project as described herein ("Project"); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its Property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH

#99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance,

repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision

requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement. The Property consists of two separate parcels: APN 042-010-083 (former school site) and APN: 042-010-084 (Former multi-family parcel).

1.1.16 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this

Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot,

and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telephone company after transmission by facsimile to the recipient named below. All notices shall be addressed as

follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
400 Capitol Mall, Suite 1650
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

ALC IV Woodland-Spring Lake, LLC
8678 Carey Court
Stockton, CA 95212
Attn: William R. Zech
Telephone: (209) 405-1259
Facsimile: (209) 931-4918

Copy to:

Robert J.S. Fowler
PO Box 1008
Santa Margarita, CA 93453
Telephone: (805) 701-5702

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan. OWNER acknowledges that the rezone, Specific Plan Amendment and Tentative Subdivision Map #5004 which is the subject of this Agreement will result in 108 additional R-8 single family units being added to the Spring Lake Specific Plan, OWNER is simultaneously reducing the number of multifamily units that it is currently entitled to construct within the Spring Lake Specific Plan by 125 units.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development

Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact

Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, the CITY shall enter into a Funding and Reimbursement Agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of cash, fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's Property. The CITY has previously entered into a Funding and Reimbursement Agreement, dated September 7, 2005 with the then owner of the Property, HTW West Ventures, LLC.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in the Funding and Reimbursement Agreement dated September 7, 2005 entered into between CITY and OWNER pursuant to Section 3.9. Once the OWNER has satisfied the Former School Parcel's financial obligation pursuant to the CITY'S building unit allocation ordinance pursuant to Section 5 below, OWNER shall be entitled to a credit-equal to the amount received in payment by the First Release Property Owners.

4.2.4 Future Development Impact Fees. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. Swainson's Hawk Mitigation. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Pursuant to Section 4.4 of the TOC 160 Development Agreement, agricultural conservation easements as required by the Agricultural Mitigation Program were provided which satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat mitigation related to the Property.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance. Once OWNER has satisfied the Former School Parcel's financial obligation pursuant to the CITY's building unit allocation ordinance pursuant to Section 5 below, the CITY shall assign the Project 41 first release building unit allocations and 67 additional BUA's subject to Chapter 26 of the Woodland Municipal Code and the City's Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake.

4.7 Inclusionary Housing Agreement. In April of 2005, CITY entered into that certain Affordable Housing Land Dedication Agreement with three developers which included the then title holder to the Property, HTW West Ventures, LLC. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan. Such Inclusionary Housing Agreement shall mandate that 7 affordable single family homes be constructed throughout the Project and will include a cash payment for the Spring Lake Offsite Affordable Housing fee on a per market rate single family lot basis for the 10 acre Former School Parcel.

4.8 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.9 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. CITY and OWNER will cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. OWNER acknowledges that the Property is already part of an existing community facilities and special assessment district. OWNER further acknowledges that when its Property is rezoned for R-8 single family use, the Property will be obligated to pay more than its current allocated share of existing special assessment district and community facilities district assessments in the future, including the financial obligation pursuant to the CITY's building unit allocation ordinance to bring the Former School parcel to par with other

similarly situated R-8 properties. To the extent any such district or other financing entity is formed and sells bonds or bond equivalents in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or

concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this

Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion,

failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of

OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit "D" to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 **[reserved]**

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

ALC IV WOODLAND-SPRING LAKE,
LLC, a California limited liability company

BY: ACCESS LAND COMPANY, LLC, a
California limited liability company

By: _____

William R. Zech

Its: Manager

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Skip 'Marlin' Davies

Mayor

Dated: _____

ATTEST:

By: _____

Ana Gonzalez

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2013 before me, _____, 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.

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.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2013 before me, _____, 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.

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.

Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2013 before me, _____, 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.

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.

Notary Public

EXHIBIT "A"

(Legal Description of the Property)

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

Lot N and O, as shown on that certain Map entitled, "Subdivision No. 4821, Turn of the Century, Large Lot Subdivision", filed January 31, 2006, in the Office of the County Recorder of Yolo County, California, in Book 2006 of Maps, at Page(s) 18 through 20, inclusive.

Excepting therefrom all minerals, mineral deposits and natural resources, including all oil, gas and other hydrocarbon substances in and under said land below a depth of five hundred (500) feet, without right of surface entry or entry into five hundred (500) feet below the surface of the Land, as the same was reserved by Turn of the Century, a Delaware limited liability company, in Grant deed recorded January 7, 2004, in Official Records under Recorder's Serial Number 2004-0000650.

APN: 042-010-083 (Affects Lot N)

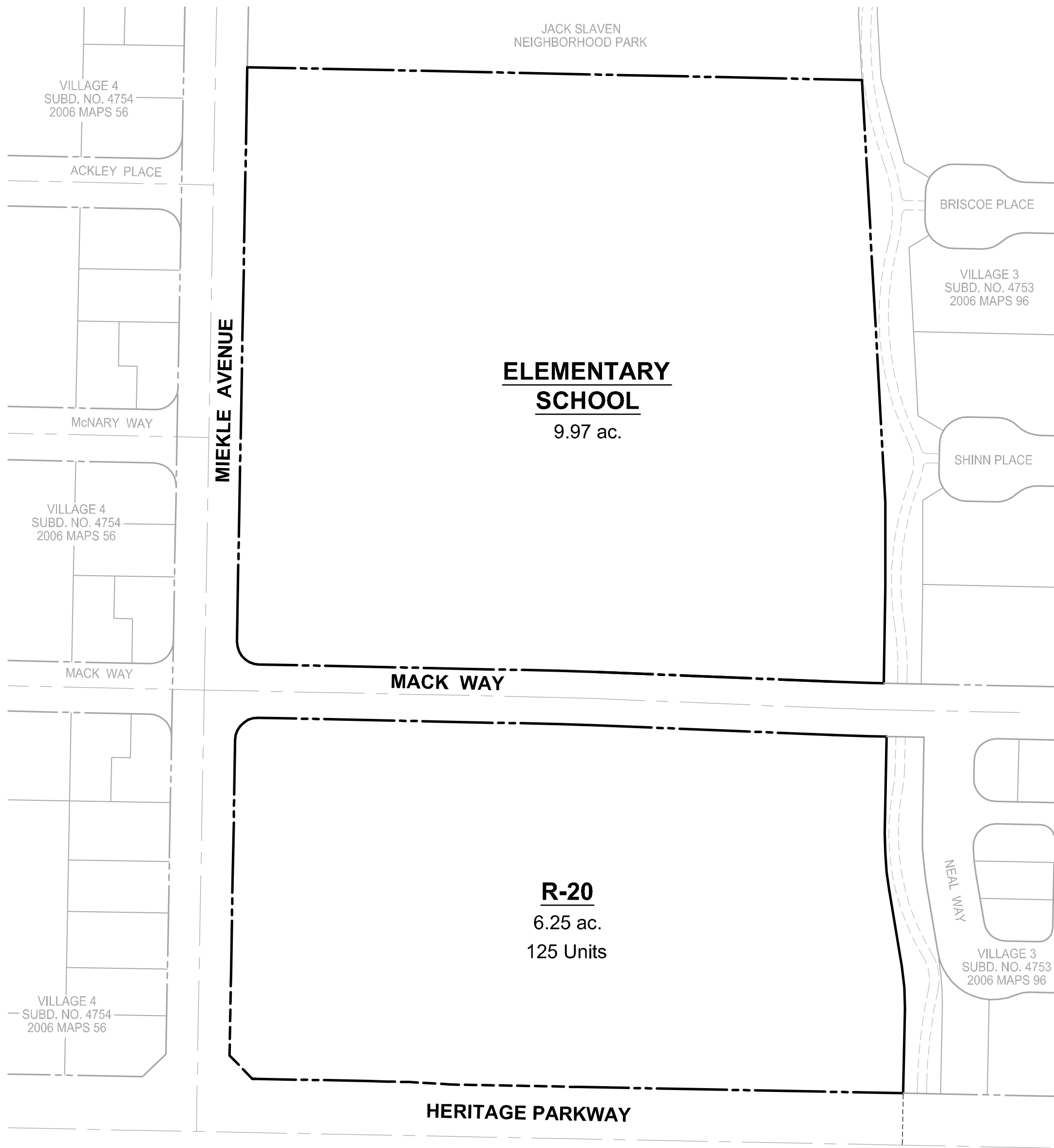
APN: 042-010-084 (Affects Lot O)

Exhibit A

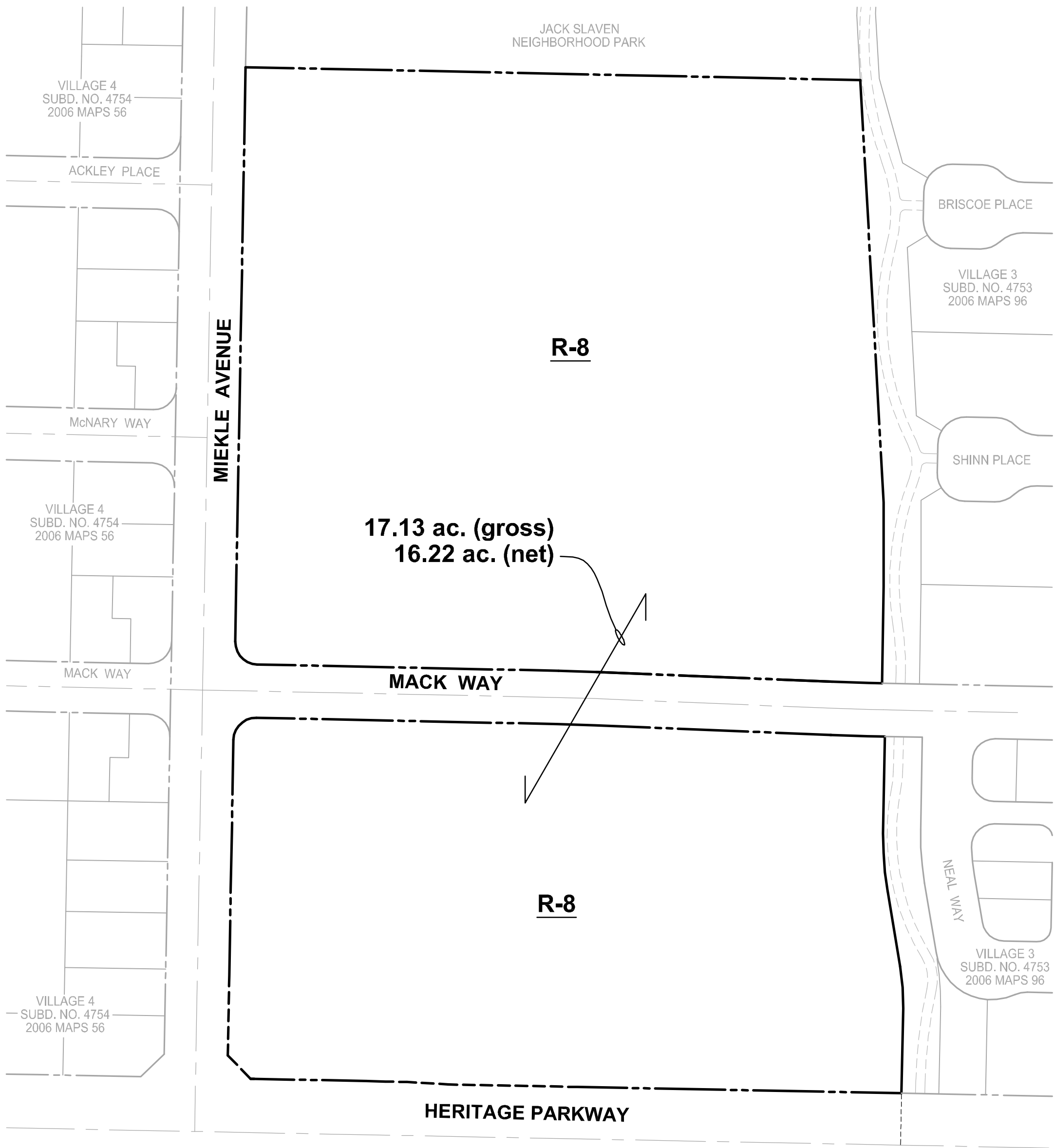
EXHIBIT “B”

(Map of the Property)

Exhibit B



EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

EXISTING LAND USE				PROPOSED LAND USE			DIFFERENCE	
LAND USE SUMMARY				AREA	TOTAL UNITS	DENSITY	AREA	TOTAL UNITS
R-8	SINGLE FAMILY RESIDENTIAL (6-8 du/ac)	0.00 ac.	0	16.22 ac. (N)	108	6.66 ac. (N)	16.22 ac. (N)	108
R-20	MULTI-FAMILY RESIDENTIAL (16-20 du/ac)	6.25 ac.	125	0.00 ac.	0		(6.25 ac.)	(125)
SCHOOL	ELEMENTARY SCHOOL	9.97 ac.	0	0.00 ac.	0		(9.97 ac.)	0
EX. LOCAL ROAD	MACK WAY	0.91 ac.		0.91 ac.	0		0.00 ac.	
				17.13 ac.	125	6.30 du/ac (G)	0.00	(17)

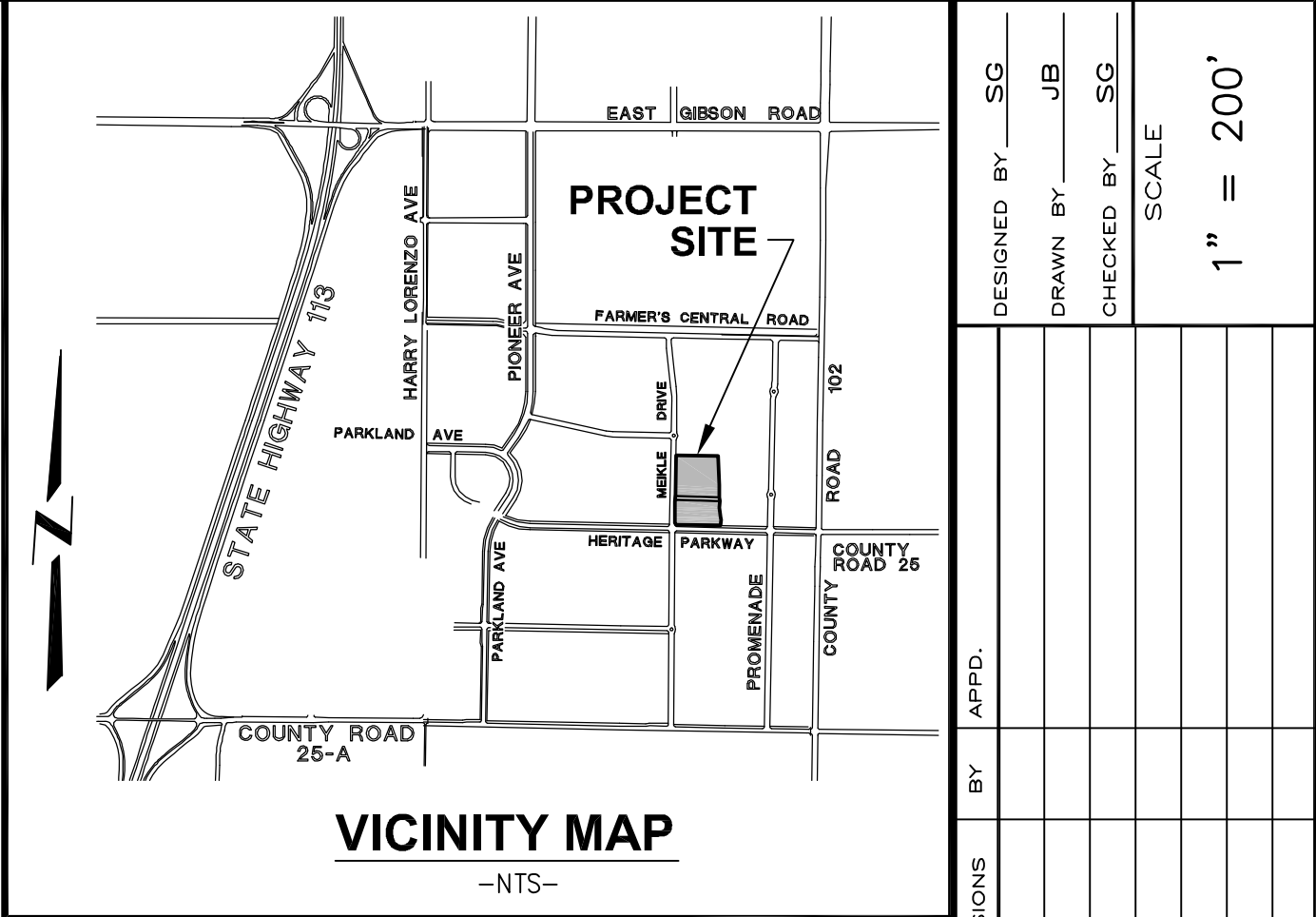
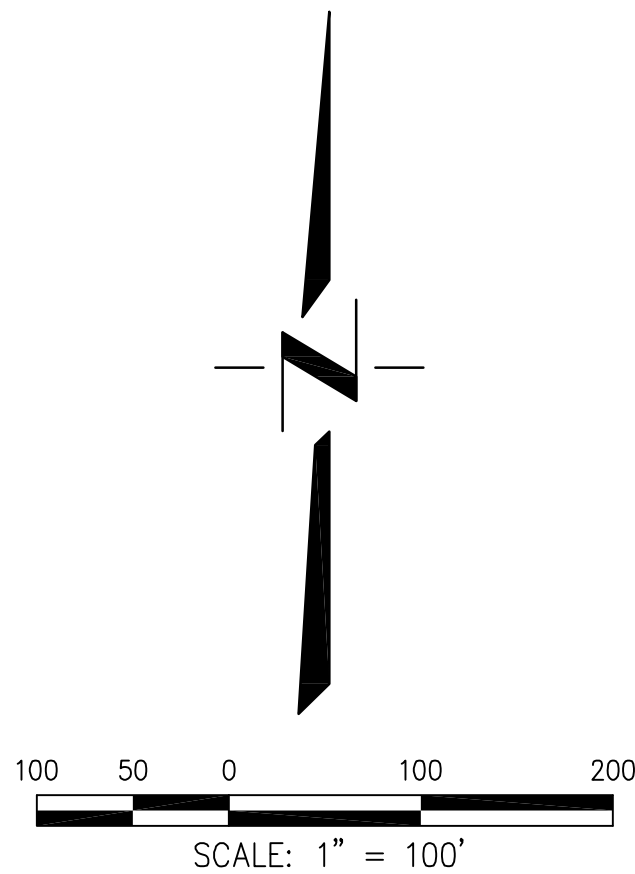


EXHIBIT “C”

Development Map and Conditions of Approval

Exhibit C

PROPERTY LINE

PROPOSED LOT LINE

EXISTING LOT LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

PROPOSED EASEMENT

EXISTING EASEMENT

PROPOSED ROAD CENTERLINE

EXISTING ROAD CENTERLINE

PROPOSED EDGE OF PAVEMENT

EXISTING EDGE OF PAVEMENT

EXISTING FENCE

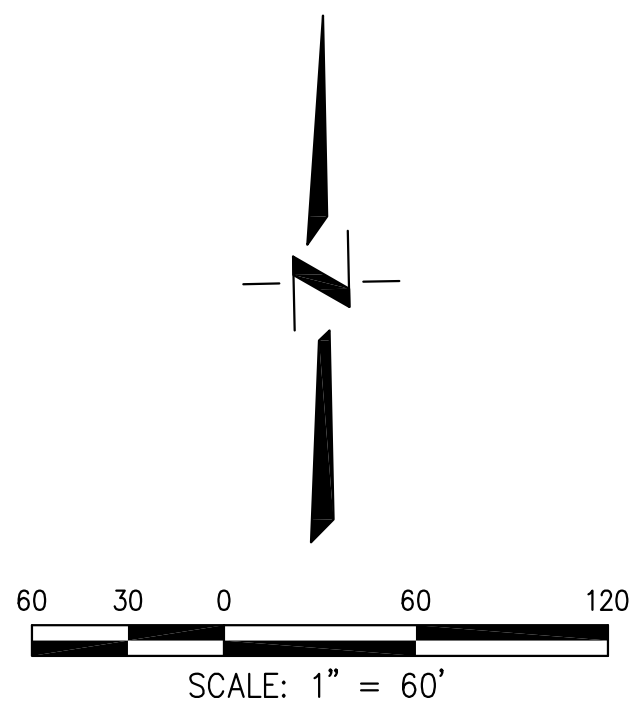
CONTOUR LINE - 2'

PHASE LINE

SITE BOUNDARY

EXISTING DIRT ROAD

FUTURE RIGHT-OF-WAY



INTERSECTION TYPE	MINIMUM RADIUS AT FACE OF CURB
LOCAL TO LOCAL	25'
LOCAL TO COLLECTOR	30'
COLLECTOR TO COLLECTOR	35'
COLLECTOR TO ARTERIAL	35'
ARTERIAL TO ARTERIAL	35'

STREET & LOTTING PLAN	C01
GRADING AND DRAINAGE PLAN AND SECTIONS	C02
WATER & SEWER PLAN	C03

LOTS A, B, C, D, E . . . GREENBELT OR SUBDIVISION TRAIL CORRIDOR

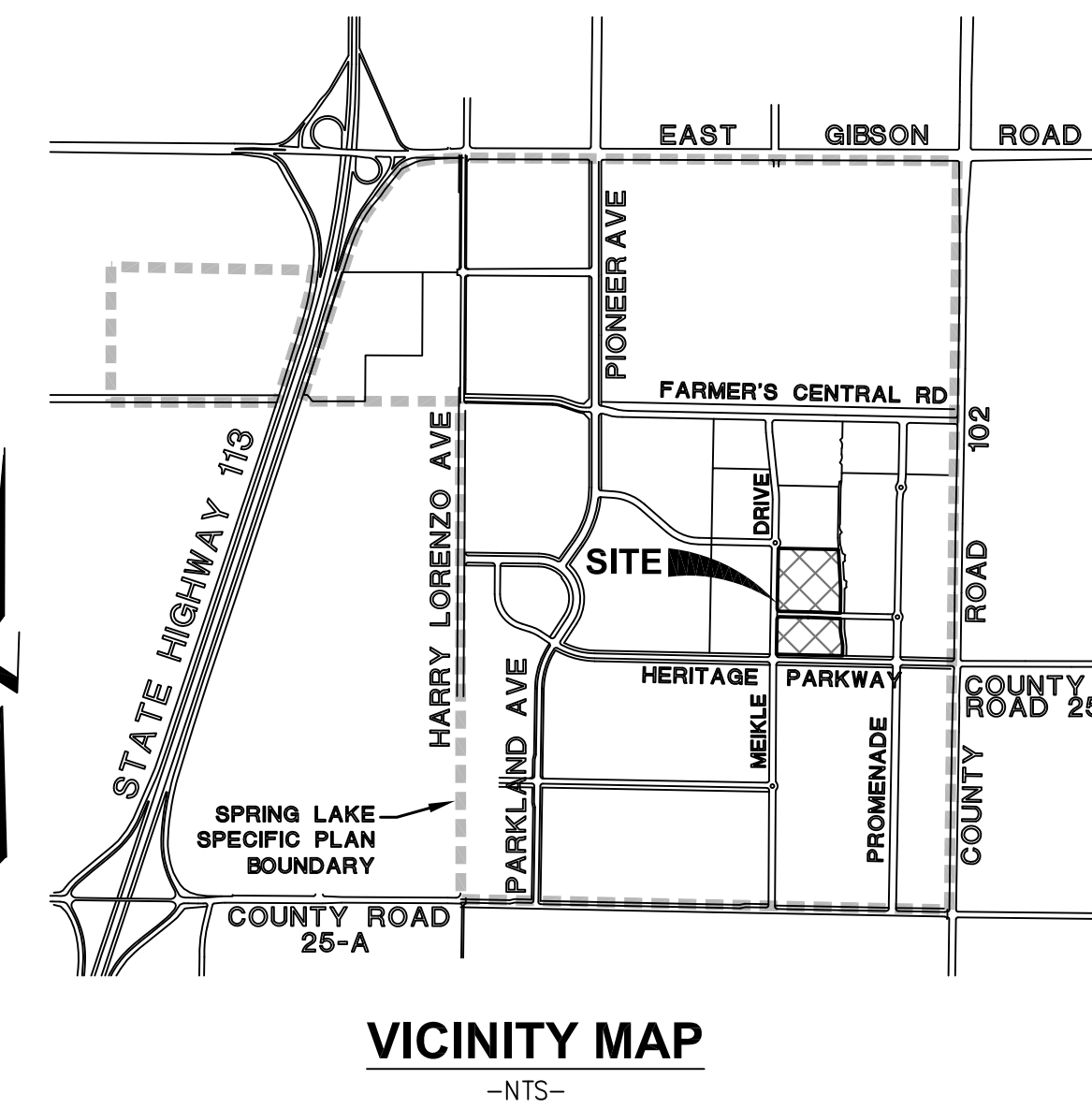
* DENSITY CALCS DO NOT INCLUDE EXISTING STREETS (EAST HERITAGE PARKWAY OR MIELKE AVENUE)

^a DENSITY CALCS DO NOT INCLUDE EXISTING STREETS (EAST HERITAGE PARKWAY OR MIELKE AVENUE)

◆ THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

◆ 10 % (11 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

◆ THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.



ALC IV WOODLAND - SPRING LAKE, LLC
P.O. BOX 1008
SANTA MARGARITA, CA. 93453
(805) 701-5702

STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2940 SPAFFORD STREET
DAVIS, CALIFORNIA 95818
(530) 758-2026

042-010-83 AND 042-010-84

16.22 ACRES (LOTS N AND O)

SLSP-PZ-PQP, SLSP-PZ-MF

R-1

ZONE "X"

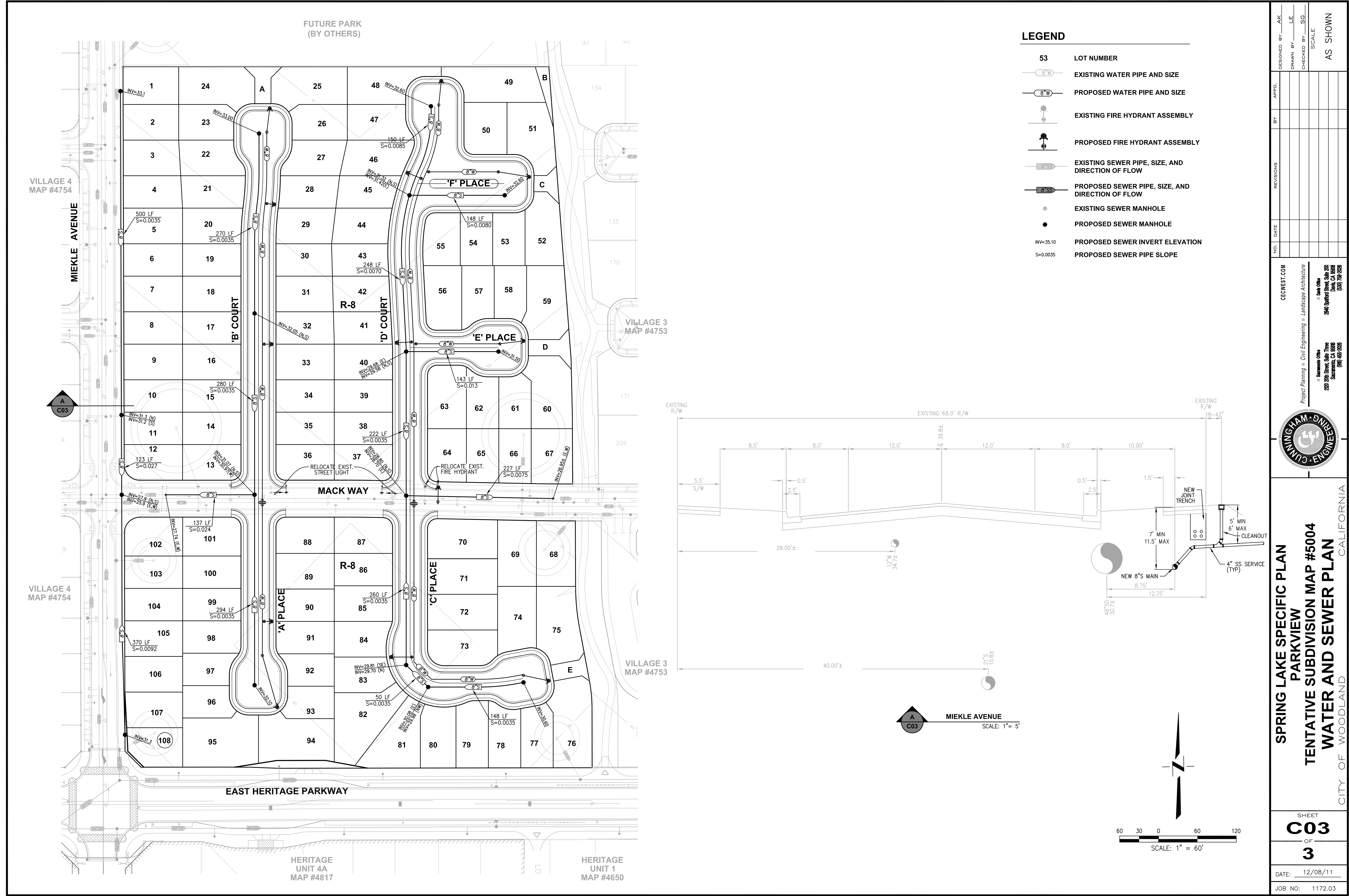
CITY OF WOODLAND

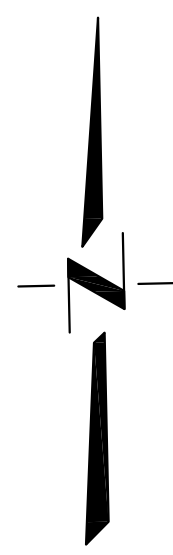
PG & E

CHARTER COMMUNICATIONS

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND. STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
3. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

DATE: 12/08/11		SHEET C01 OF 3		SPRING LAKE SPECIFIC PLAN PARKVIEW TENTATIVE SUBDIVISION MAP #5004 STREET AND LOTTING PLAN CITY OF WOODLAND CALIFORNIA	
JOB NO: 1172.03				 Project Planning ■ Civil Engineering ■ Landscape Architecture CEPWEST.COM ■ Sacramento Office 220 20th Street, Suite Three Sacramento, CA 95818 (916) 462-2026 ■ Davis Office 2944 Spindrift Street, Suite 200 Davis, CA 95618 (530) 758-2028	
NO.	DATE	REVISIONS	BY	APPD.	DESIGNED BY: AK
					DRAWN BY: LE
					CHECKED BY: SG
					SCALE
					AS SHOWN





VILLAGE 4
MAP #4754

MIEKLE AVENUE

EXISTING PARK

ABBREVIATIONS:	
FL	FLOW LINE
GB	GRADE BREAK
HP	HIGH POINT
INV	INVERT
LP	LOW POINT
O.R.	OVERLAND RELEASE

LEGEND

- ORIGINAL GRADE
- PAD GRADE
- LOT NUMBER
- PROPOSED STREET GRADE AND DIRECTION
- FINISH GRADE ELEVATION
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- DIRECTION OF DRAINAGE OVERLAND RELEASE

NOTES:

- THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEPICT PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE DESIGN REVIEW PROCESS. ACTUAL FINAL DESIGN MAY VARY FROM THAT SHOWN HEREON AS THE DESIGN PROCESS PROGRESSES.
- PIPE SIZES SHOWN ARE ESTIMATES ONLY. SIZES AND LOCATIONS MAY CHANGE DURING FINAL DESIGN.
- ALL DRAIN PIPES ARE 18" DIAMETER WHERE NOT LABELED.
- APPROPRIATE EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION AND SLOPES SHALL BE PLANTED IN ACCORDANCE WITH THE SPRING LAKE DESIGN GUIDELINES.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

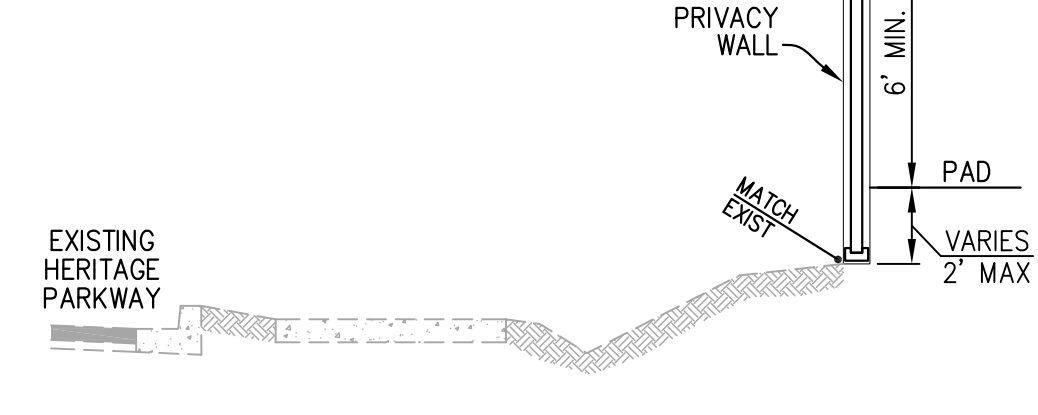
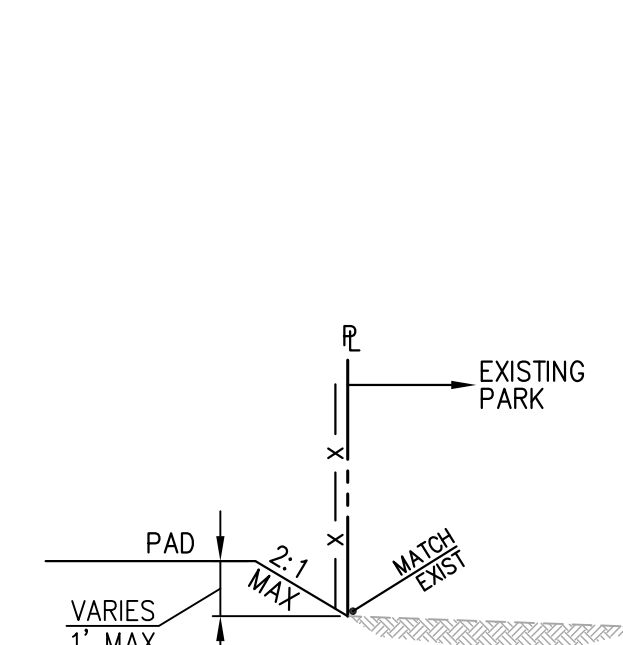
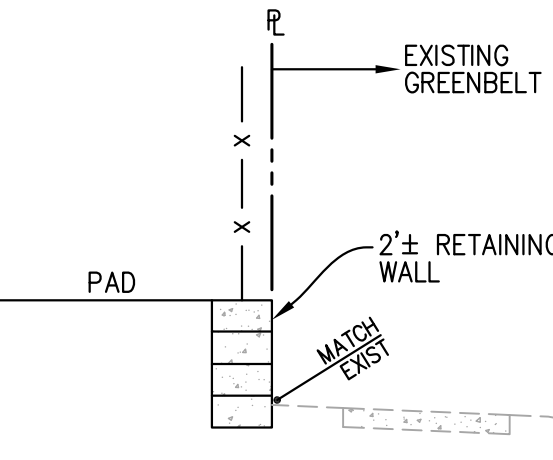
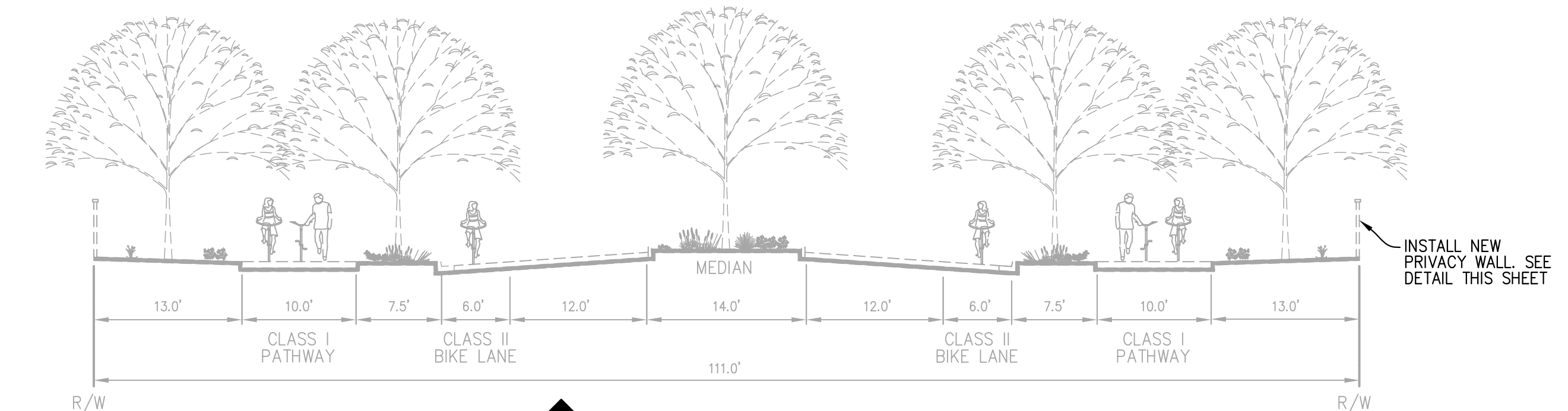
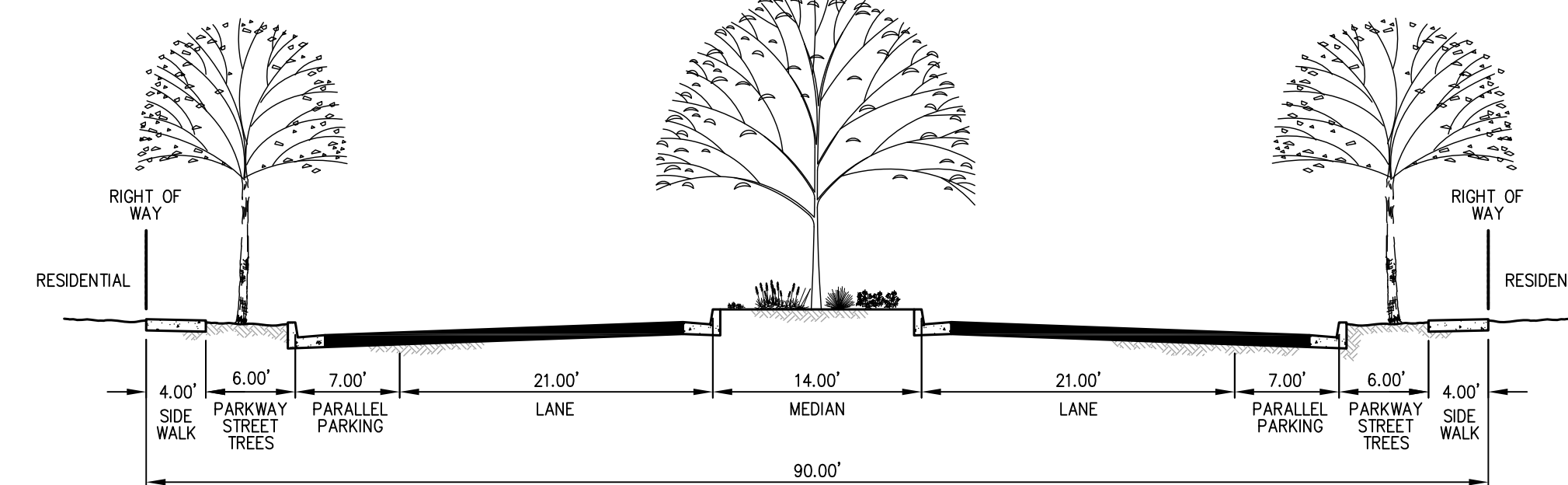
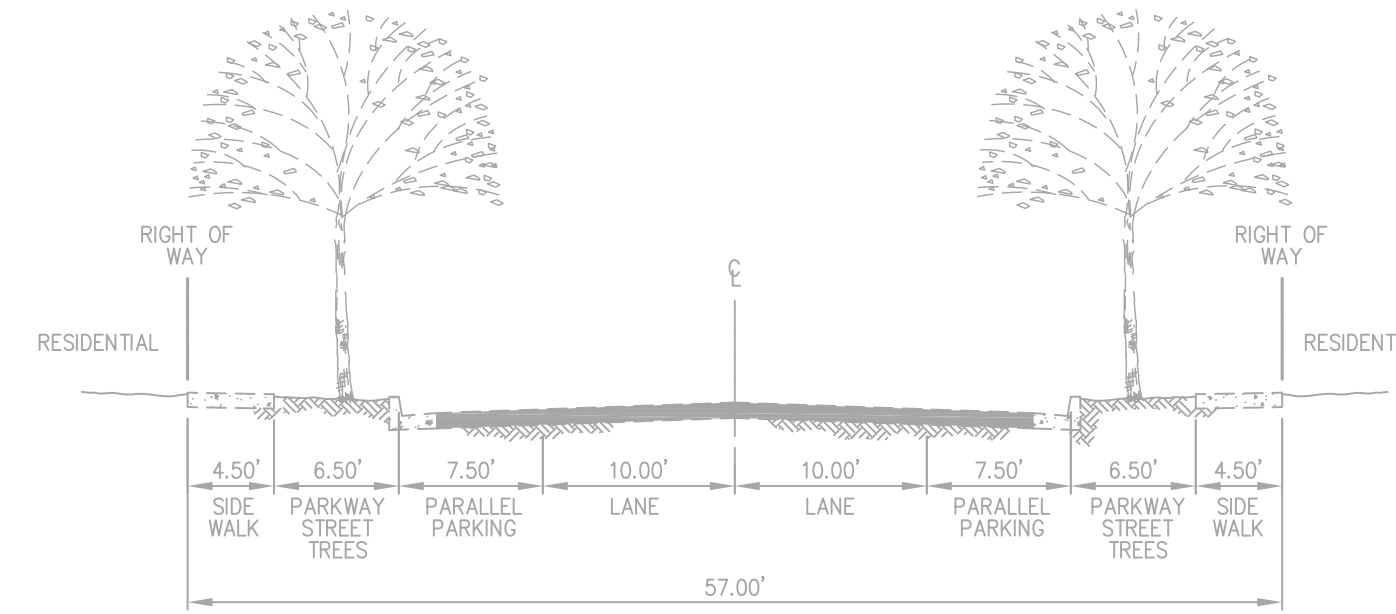
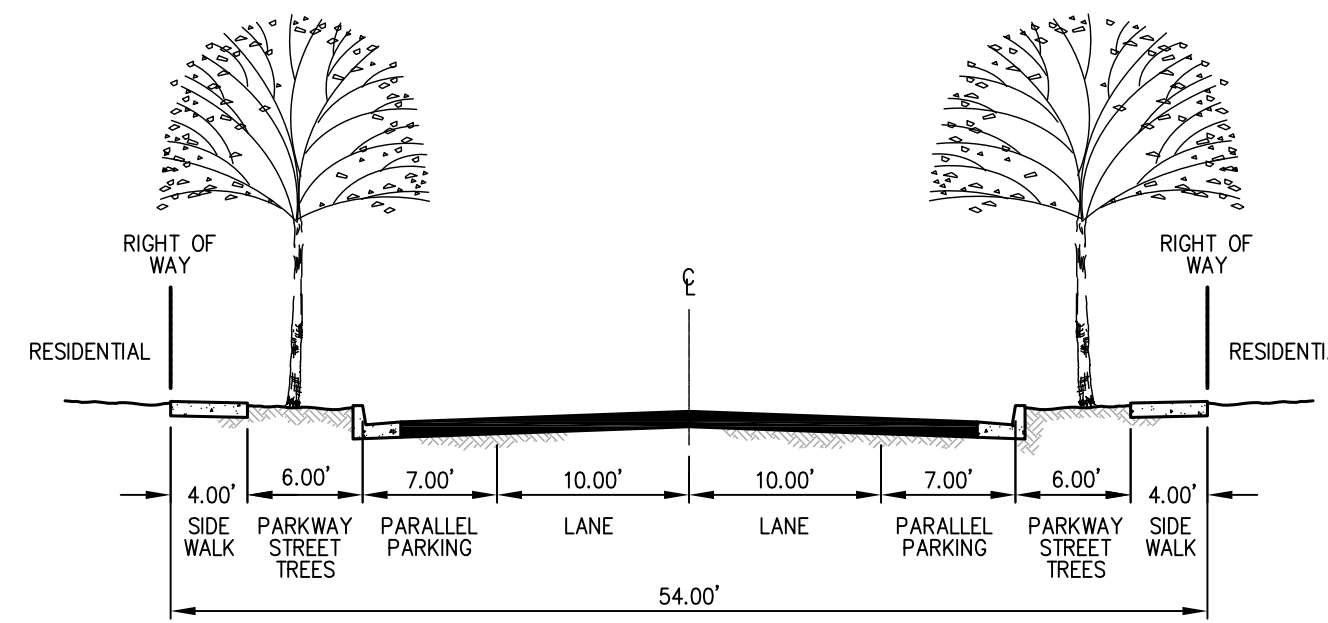
REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

REMOVE EXISTING SEDIMENT BASIN, INLET STRUCTURE, AND STORM DRAIN LINE.

2'± TALL RETAINING WALL

6' HIGH PRIVACY WALL WITH UP TO 2' RETAINING AT THE BASE (SEE DETAIL THIS SHEET)



SCALE: 1" = 60'

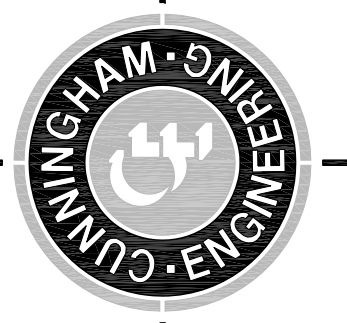
SCALE: 1" = 10'

PRIVACY WALL DETAIL

SPRING LAKE SPECIFIC PLAN
PARKVIEW
TENTATIVE SUBDIVISION MAP #5004
GRADING AND DRAINAGE PLAN

SHEET
C02
OF
3
DATE: 12/08/11
JOB NO: 1172.03

CECWEST.COM
Project Planning ■ Civil Engineering ■ Landscape Architecture
■ Davis Office
2540 Spaulding Street, Suite 200
Davis, CA 95618
(530) 752-2026



CITY OF WOODLAND
CALIFORNIA

EXHIBIT “D”

(Development Impact Fees)

May vary

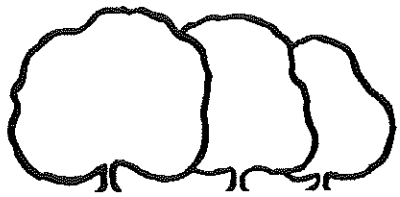
CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	\$794	n/a
Fire	\$1,224	n/a
Library	\$49	n/a
Police	\$1,047	n/a
Wastewater	\$5,744	n/a
Water	\$527	n/a
Parks--Springlake	\$3,627	n/a
Surface Water (a future fee for the development of surface water treatment facilities)	2,742	n/a
MPFP Admin Fee	\$158	n/a

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD \$39,377 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (as of January 1, 2013, actual amounts will be the then-current amount of such fee at the time they are paid).
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00/DUE;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee of \$35.00 on the 9.78 acre parcel, APN 042-010-83
- Fiscal Deficit mitigation fees of \$1500 for SFD, and \$1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @\$56 per SFD, and \$40 per MF unit
- Off site affordable housing fee of \$1,100 per market rate single family unit as required in Section 4.7.



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

6.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Amendment of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. _____ approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Background

Pursuant to the Political Reform Act (the "Act"), the City Council directed staff to: (1) conduct a review of the City's Conflict of Interest Code ("Code") to determine if a change in the Code was necessary; (2) revise the Code as necessary based upon such review; and (3) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act. During the review process, staff found that updates and amendments to the City's Conflict of Interest Code are necessary. A redlined version of the proposed amended Code is attached.

Discussion

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City's code-reviewing body. As the code-reviewing body, the City Council directed that the Code be reviewed and, if a change in the Code was necessary, that a revised Code be prepared and submitted to the City Council for adoption and approval. During this review, staff found that amendments to the Code are necessary.

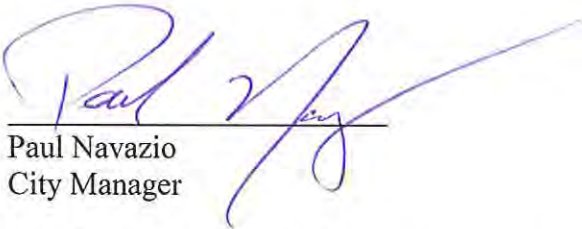
Attached is a legislative (redlined) version of the proposed amended Code. The proposed revisions are based on the establishment and recognition of new positions that must be designated, the revision of titles of existing positions, the deletion of titles that have been abolished, the revision of

disclosure categories, revision of the assignment of disclosure categories based on the duties of various positions, the incorporation of FPPC Reg. 18730 as the provisions of the Code (known as FPPC Standard), and clarifying and declaring of positions to file disclosure statements under Section 87200 of the Act.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Prepared by: Ana B. Gonzalez
City Clerk


Paul Navazio
City Manager

Attachments: Resolution
Conflict of Interest Code – Legislative Version (shows changes made)
Conflict of Interest Code – Final Amended Version with changes

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST
CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Woodland ("City") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the City; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on March 19, 2013, at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto.

SECTION 2. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

SECTION 3. The amended Code shall become effective 30 days after the City Council adopts and approves the amended Code as submitted.

APPROVED AND ADOPTED this 19th day of March, 2013, by the following vote:

AYES:

NAYS:

ABSTAIN:

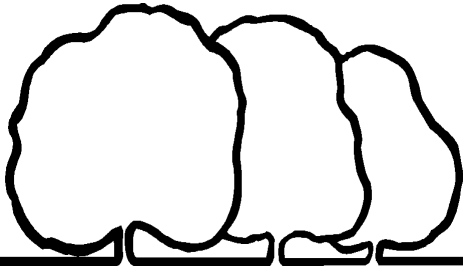
ABSENT:

APPROVED:

Mayor, City of Woodland

ATTEST:

City Clerk, City of Woodland



City of Woodland

LEGISLATIVE VERSION
(SHOWS CHANGES MADE)

Conflict of Interest Code

2010 Edition

~~Adopted: Resolution 2663 on September 20, 1976~~
~~Revised: Resolution 2922 on August 15, 1980~~
~~Resolution 2968 on February 3, 1981~~
~~Resolution 3693 on September 15, 1992~~
~~Resolution 4061 on September 15, 1998~~
~~Resolution 4242 on December 5, 2000~~
~~Resolution 4400 on November 19, 2002~~
~~Resolution 4514 on January 20, 2004~~
~~Resolution 4597 on November 16, 2004~~
~~Resolution 4678 on September 20, 2005 (Position Revisions)~~
~~Resolution 4711 on February 7, 2006 (Position Revisions)~~
~~Resolution 4783 on November 28, 2006~~
~~Resolution 4878 on November 27, 2007~~
~~Resolution 4969 on November 18, 2008~~
~~Resolution 5063 on December 1, 2009~~
~~Resolution 5135 on September 7, 2010~~

CONFLICT OF INTEREST CODE FOR THE
CITY OF WOODLAND
(Amended April 23, 2013)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730, and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Woodland (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

[ALL PREVIOUS PROVISIONS DELETED]

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF WOODLAND
(Amended April 23, 2013)
EXHIBIT "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only.

Finance Officer

Financial Consultants

APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

~~I. DESIGNATED POSITIONS. The positions listed below are designated positions and the individual occupying each position is deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their~~

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

~~economic interests in accordance with the corresponding disclosure categories,
defined in Section II below.~~

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' **TITLE OR FUNCTION**

DISCLOSURE CATEGORIES **ASSIGNED**

Accountant I/II	14
Administrative Services Director	2, 34
Assistant City Manager	1, 2
Assistant Engineer	2, 3, 45
Assistant/Associate Civil Engineer	2, 3, 45
Assistant/Associate Planner	2, 3, 45
Building Inspection Services Manager	3, 4
Building Inspector I/II	3, 42, 3, 6
Chief Building Official	2, 5, 6
Chief Plant Operator	5
City Clerk	2, 35
City Treasurer	1
Code Compliance Officer I/II	3, 42, 6
Community Development Director	1, 2
Deputy Director of Community Development	1, 2

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Deputy Director of Public Works, Operations and Maintenance	1, 2
Economic Development Manager	2, 3, 4 1
Engineering Assistant/Senior Engineering Assistant	1 2, 3, 5
Engineering Technician I/II/III.....	1 2, 3, 5
Environmental Compliance Specialist.....	1 5, 6
Environmental Resource Analyst	2, 5, 6
Finance Officer	1 see 87200 filers
Fire Battalion Chief	2, 3 5
Fire Chief	1 5
Fleet and Facilities Manager	2 2, 3, 5
Human Resources Analyst	2, 3, 4 5
Human Resources Manager	2, 3, 4 5
Infrastructure Operations and Maintenance Superintendent	1 5
Infrastructure Operations and Maintenance Supervisor	1
Junior Engineer	2, 3, 4 5
Librarian III	5
Library Services Director	1 5
Management Analyst H II/Sr	2, 3, 4 5
Members of the Historical Preservation Commission	4

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Members of the Library Board.....	1
Members of the Manufactured Homes Fair Practices Commission..... (see boards, committees and commissions below)	1
Office Manager	2, 3, 4
Parks and Recreation Director.....	1, 2, 5
Senior Building Plans Examiner	2, 3, 4, 5, 6
Police Captain	2, 3, 5
Police Chief.....	1, 5
Police Lieutenant.....	2, 3, 5
Police Records Manager.....	1, 5
Principal Civil Engineer	2, 3, 4, 1, 2
Principal Planner	2, 3, 4, 5
Public Works Director	1, 2
Purchasing Manager.....	2, 4
Redevelopment Agency Manager	2, 3, 4, 1, 2
Senior Accountant	1, 2
Senior Building Inspector.....	2, 3, 2, 3, 5, 6
Senior Civil Engineer.....	2, 3, 4, 1, 2
Senior Management Analyst (combined with Management Analyst above)	2, 3, 4

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Senior Planner	2, 3, 4 , 1, 2
Technology Information Systems Administrator	2, 3, 4 , 5
Technology Systems Manager	2, 3, 4
Transportation Engineer	2, 3, 4 5
Water Pollution Control Facilities Supervisor Superintendent	2, 3, 4 , 2, 5, 6

MEMBERS OF BOARDS,
COMMITTEES AND COMMISSIONS

Historical Preservation Commission	4 2
Library Board	1 5
Manufactured Homes Fair Practices Commission	1, 2
Oversight Board to Successor Agency.....	1, 2
Successor Agency	1, 2

Consultants <u>and New Positions</u> ^{2*}	1
--	--------------

~~*Disclosure by Consultants shall be subject to the following limitation:~~

~~The City Manager may determine in writing that a particular Consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure~~

² Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to designate a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

~~requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.~~

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the department, unit or division.

Category 7: All Investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

~~H. DISCLOSURE CATEGORIES:~~

~~**CATEGORY 1: DESIGNATED POSITIONS WITH DUTIES THAT ARE BROAD AND INDEFINABLE**~~

~~All positions in this category shall disclose: all investments in any business entity located or doing business in the City of Woodland, interests in real property located in the City or within the City's sphere of influence, all sources of income located in or doing business in the City, and business positions in business entities. [see new category 1 and 2]~~

~~**CATEGORY 2: DESIGNATED POSITIONS WITH DUTIES THAT INVOLVE CONTRACTING OR PURCHASING**~~

~~Contracts or makes purchases for entire City of Woodland:~~

~~All positions in this category shall disclose: all investments in any business entity located or doing business in the City of Woodland, all sources of income located in or doing business in the City and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type utilized by the City. [same as new categories 1 and 4]~~

~~Contracts or makes purchases for specific department within the City:~~

~~All positions in this category shall disclose: all investments in any business entity located or doing business in the City of Woodland, all sources of income located in or doing business in the City and business positions in business entities which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division. [same as new categories 1 and 5]~~

Must separate all above – Cat 1 covers all of 4 and/or 5; can't have 4 and 5 (city and dept) under same category.

~~**CATEGORY 3: DESIGNATED POSITIONS WITH REGULATORY POWERS**~~

~~All positions in this category shall disclose: all investments in any business entity located or doing business in the City of Woodland, all sources of income located in or doing business in the City and business positions in business entities which are subject~~

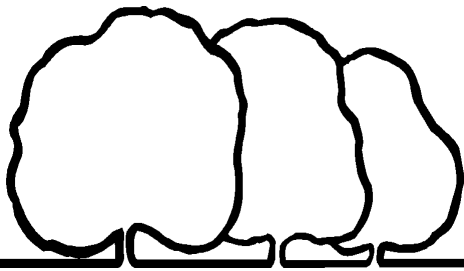
to the regulatory, permit or licensing authority of the City of Woodland or any of its departments. [see new category 6]

~~**CATEGORY 4: DESIGNATED POSITIONS WHOSE DECISIONS MAY AFFECT REAL PROPERTY INTERESTS**~~

~~All positions in this category shall disclose: all investments in any business entity located or doing business in the City of Woodland, interests in real property located within the City, sources of income, and business positions in business entities which engage in land development, construction or the acquisition or sale of real property.~~ [see new category 1, 2 and 3] This category is not clear, does not require only real property and requires a broad disclosure of investments other than those affecting real property.

~~**CATEGORY 5: POSITIONS THAT PROVIDE LIBRARY SERVICES**~~

~~All positions in this category shall disclose: all investments in any business entity located or doing business in the City of Woodland, business positions in business entities and income from sources which manufacture, sell or provide supplies, materials, books, machinery, services or equipment of the type utilized by the Woodland City Library.~~ [see new category 5 – there is no need to have a separate category for each department/service.]



City of Woodland

Conflict of Interest Code

CONFLICT OF INTEREST CODE FOR THE
CITY OF WOODLAND
(Amended March 19, 2013)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730, and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Woodland (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF WOODLAND

(Amended April 23, 2013)

EXHIBIT "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only.

Finance Officer
Financial Consultants

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accountant I/II	4
Administrative Services Director	4
Assistant City Manager	1, 2
Assistant Engineer	2, 3, 5
Assistant/Associate Civil Engineer	2, 3, 5
Assistant/Associate Planner	2, 3, 5
Building Inspector I/II	2, 3, 6
Chief Building Official	2, 5, 6
Chief Plant Operator	5
City Clerk	5
Code Compliance Officer I/II	2, 6
Community Development Director	1, 2
Deputy Director of Community Development	1, 2
Deputy Director of Public Works, Operations and Maintenance	1, 2
Economic Development Manager	1

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Engineering Assistant/Senior Engineering Assistant	2, 3, 5
Engineering Technician I/II/III	2, 3, 5
Environmental Compliance Specialist	5, 6
Environmental Resource Analyst	2, 5, 6
Fire Battalion Chief	5
Fire Chief	5
Fleet and Facilities Manager	2, 3, 5
Human Resources Analyst	5
Human Resources Manager	5
Information Systems Administrator	5
Infrastructure Operations and Maintenance Superintendent	5
Junior Engineer	2, 3, 5
Librarian III	5
Library Services Director	5
Management Analyst II/Sr	5
Parks and Recreation Director	2, 5
Police Captain	5
Police Chief	5
Police Lieutenant	5

LAW OFFICES OF
BEST BEST & KRIEGER LLP

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Police Records Manager	5
Principal Civil Engineer	1, 2
Principal Planner	2, 3, 5
Public Works Director	1, 2
Redevelopment Manager	1, 2
Senior Accountant	1, 2
Senior Building Inspector	2, 3, 5, 6
Senior Building Plans Examiner	2, 3, 5, 6
Senior Civil Engineer	1, 2
Senior Planner	1, 2
Transportation Engineer	2, 3, 5
Water Pollution Control Facilities Superintendent	2, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

MEMBERS OF BOARDS,
COMMITTEES AND COMMISSIONS

Historical Preservation Commission	2
Library Board	5
Manufactured Homes Fair Practices Commission	1, 2
Oversight Board to Successor Agency	1, 2
Successor Agency	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

EXHIBIT “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or acquisition or sale of real property within the jurisdiction of the City.

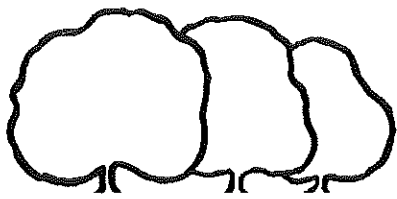
Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the department, unit or division.

Category 7: All Investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

7.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Approve Professional Services Agreement with Interwest Consulting Group for as-needed Plan Checking and Building Inspection Services and Authorize the City Manager to Execute the Agreement

Recommendation for Action

Staff recommends that the City Council (1) approve a professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$50,000 and (2) authorize the City Manager to execute the agreement.

Fiscal Impact

Revenues collected from the permit fees will offset all consultant expenses incurred.

Report in Brief

The Building Division is responsible for managing the permitting, plan review, and building inspection functions for construction projects in Woodland. These services are met by utilizing staff for baseline workload and professional consultants during periods of heavy activity. Since 2001 the City has contracted with Willdan Engineering to assist the Building Division. Staff initiated the RFP process to help insure the City is obtaining the most competitive pricing and also the highest quality staff from its consultant.

Background

The RFP process resulted in eight proposals from consultants that specialize in assisting building departments. The proposal received from Interwest Consulting Group is recommended as being well qualified to provide review services and is available to provide building inspection staff upon short notice. Also, Interwest provided very competitive pricing for these services.

Discussion

Interwest Consulting Group has been in business since 2002, founded by individuals with more than 25 years of municipal services experience. Interwest is comprised of architects, structural and civil engineers, certified plans examiners and ICC certified inspectors specializing in providing complete plan review and inspection series to local government agencies. Interwest has six offices in California.

Interwest Consulting Group will provide plan review and building inspection services as-needed when core division staff cannot meet the workload demand of construction projects or when expedited plan review is requested. Plan review and building inspection services will include review for compliance with structural and non-structural portions of the current California Codes.

Interwest has an experienced staff that holds current ICC Certifications and is well versed in California Amendments to the codes. They have a proven track record working with other cities and counties in the Sacramento region. They have offices in Roseville and can respond quickly to our needs. Their rates are competitive and they have "value-added services" at no additional costs such as pick up and delivery of plans, standard plan handouts, and uniform plan review checklists. Their policy is to complete the first plan review in 10 days and complete a recheck in 5 to 7 days. Applicants are allowed to pay an "expedited" fee for a "5 working day" plan check correction turnaround on the first check.

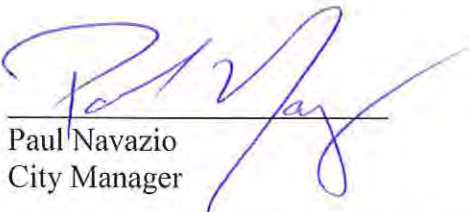
Attached to this staff report is the draft Professional Services Agreement which outlines the scope of work, schedule of deliverables, and costs. The term of this Agreement shall be from **April 17, 2013 to April 17, 2014**, unless earlier terminated as provided in the contract. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for not more than **five** additional one-year terms.

Conclusion

Staff recommends that the City Council (1) approve a professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services and (2) authorize the City Manager to execute the agreement.

Prepared by: Paul Siegel
Chief Building Official

Reviewed by: Nicholas J. Ponticello
Community Development Director


Paul Navazio
City Manager

Attachment – Interwest Consulting Group Professional Services Agreement

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR AS-NEEDED
PLAN CHECK AND INSPECTION CONSULTANT SERVICES**

CM #	000224
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This Agreement is made and entered into this 17th day of April, 2013 by and between the City of Woodland, a California municipal corporation (“City”) and Interwest Consulting Group (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Building Plan Check and Building Inspection services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for the Building Plan Check and Building Inspection Services for the Building Division on an as-needed basis necessary for the project (“Services”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Building Plan Check and Building Inspection consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from **April 17, 2013 to April 17, 2014**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for not more than **five** additional one-year terms. Consultant shall complete the Services as requested by the City on an as-needed basis, within the term of this Agreement, and shall meet any other established schedules and deadlines.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, **on an as-needed** basis within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **fifty thousand dollars (\$50,000)** without written approval of the City. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement

for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Ron Beehler, SE, CBO.**

5.3.1 City's Representative. The City hereby designates **Paul Siegel, Chief Building Official**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates **Roger Peterson, SE**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. 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; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services 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 or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 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 the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing 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.

6.3.1.3 Severability. In the event of 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 claim is 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.

6.3.1.4 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

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

6.3.2.2 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 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 the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City 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.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and 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.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's

sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Paul Siegel, Chief Building Official

Consultant:

Interwest Consulting Group
8150 Sierra College Blvd., Suite 100
Roseville, CA 95661
Attn: Roger Peterson, SE

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this

Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable

laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorneys Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.8 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.13 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.15 Construction; References; Captions. Since the Parties or their agents have participated fully 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

11.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.18 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.

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.20 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.21 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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WOODLAND

INTERWEST CONSULTING GROUP

By: _____
Paul Navazio
City Manager

By: _____
Ron Beehler, SE, CBO

Attest:

Attest:

By: _____
Ana Gonzalez
City Clerk

By: _____

EXHIBIT “A”

SCOPE OF SERVICES

PLAN REVIEW SERVICES

Plan review of residential, commercial and industrial buildings and structures of compliance with the most recently (currently 2010) adopted version of the California Building Code, California Mechanical Code Chapter 6 and 9, California Plumbing Code, California Electrical Code. The City of Woodland Municipal Code, Accessibility, California Energy Efficiency Standards as mandated by State Title 24, Green Building Standards.

Structural design compliance review with the submitted Geotechnical Report findings and recommendations (if approved by the Building Official) and Ground Motion Hazard Analysis findings and recommendations for design and construction.

All plan review will comply with the City’s directives, codes and policies. Plan check may include review of any or all of the following design elements as determined by the City:

Architectural and life-safety; Structural; Electrical; Plumbing; Mechanical; Energy Conservation Regulations (Title 24); Disabled Access Regulations; Green Building Standards and LEED certification; Flood Zone compliance review; and OSHPD 3.

BUILDING INSPECTION SERVICES

Consultant will provide ICC/CASp certified inspectors to perform all building and safety and grading inspections. Inspectors will be fully certified to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents.

Consultant’s inspectors will inspect projects for conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Consultants’ inspectors will complete all necessary City forms and documents as required to provide seamless service. Staff assigned to the City will contact the Building Official for interpretations, local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. Inspectors will report directly to the Building Official or other person designated for all project-related work. Inspections will be provided on a same day or next day basis.

IN-HOUSE BUILDING PERMIT TECHNICIAN

Upon request by the City, Consultant will provide a qualified and customer service-oriented permit technician to handle the counter, answer phone calls, and issue permits. Consultant’s permit technician will be familiar with the City of Woodland’s plan intake procedures, fee calculations, tracking systems, permit issuance and customer service expectations as required to provide seamless service to the City’s clients. Consultant will provide all materials, resources,

tools and training necessary for the permit technicians to perform their assigned duties. The assigned permit technician shall perform their required duties at the City of Woodland Building Department under the direction of City staff.

IN-HOUSE BUILDING PLAN CHECK

Upon request by the City, Consultant will provide a qualified plan checker to perform in-house plan review services on an as-needed basis. Consultant will perform plan reviews using the City of Woodland's forms, policies and procedures as required to provide seamless service. Consultant will provide all materials, resources, tools and training necessary for the plans examiner to perform their assigned duties. The assigned plans examiner shall perform their required duties at the City of Woodland Building Department under the direction of City staff.

PLAN CHECK RELATED MEETINGS

Upon request by the City, Consultant's Plans Examiners and Inspectors will be available for pre-construction or pre-design meetings, field visits, contacts with the design team and project owners as needed. Consultant will be provide with a 24 hours notice for this service.

PLAN DELIVERY

Consultant will arrange for pick-up and delivery of all plan review documents at no additional cost to the City. Consultant's Roseville office will make arrangements for pick-up and delivery with their shipping vendor and provide bags and shipping labels for the City's use. Pick up, delivery and approval of documents are included in the specified turn-around times.

EXHIBIT “B”

SCHEDULE OF SERVICES

Consultant shall perform Plan Checking and Building Inspection Services on an as-needed basis and pursuant to any reasonable schedule established by the City’s Representative; provided, however, that at a minimum, the Turn-Around Schedule as provided here:

PLAN REVIEW TURNAROUND SCHEDULE

Type of Project	Turn Around Times for Initial Review	Turn Around Times for Subsequent Reviews
Residential:		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
Commercial/Industrial:		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel/Tenant Improvement	10 Working Days	5 Working Days

EXPEDITED PLAN REVIEW TURNAROUND SCHEDULE

Type of Project	Turn Around Time First Check	Turn Around Time Recheck
Residential:	EXPEDITED PLAN CHECK	
New Construction	7 Working Days	5 Working Days
Addition	7 Working Days	5 Working Days
Remodel	7 Working Days	5 Working Days
Commercial/Industrial:	EXPEDITED PLAN CHECK	
New Construction*	7 Working Days	5 Working Days
Addition	7 Working Days	5 Working Days
Remodel/Tenant Improvement	7 Working Days	5 Working Days

*For large commercial/industrial projects where the valuations exceed \$5 million, expedited plan review schedules will be negotiated on a case-by-case basis.

EXHIBIT “C”

COMPENSATION

FEE STRUCTURE FOR PLAN CHECK (NOT IN-HOUSE)

For complete plan review services for projects reviewed in our offices, Consultant fee will be 62% of the plan review fees based on the City of Woodland ‘s adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing shown below.

For partial reviews such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, Consultant may negotiate a mutually agreeable fixed fee based on the specific services requested, or provide services on an hourly basis using the rates listed as shown below.

EXPEDITED PLAN REVIEW SERVICES FEES

Interwest Consulting Group can provide expedited or fast-track plan review services based on the availability of staff. Fees for expedited plan reviews will be charged at a rate of 1.25 time the rate specified for typical plan reviews as noted above. For larger complex projects where the valuation exceeds \$5 million, expedited plan review will be negotiated on a case-by case basis. Time frames for performance of expedited or fast-track plan review services will be as shown in the *Schedule of Services*.

FREE PICK UP & DELIVERY

There is no charge for courier or shipping services.

[CONTINUE EXHIBIT “C” ON NEXT PAGE]

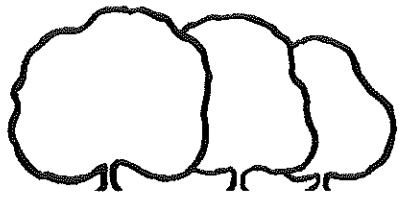
EXHIBIT “C”
COMPENSATION

FEE STRUCTURE FOR PERSONNEL

In-house plan review services, building official, permit technician, inspection service can be provided at the hourly rates listed in the Consultant’s *Schedule of Hourly Billing Rates* shown below.

Personnel	All Inclusive Hourly Rates	Additional Fees, Hourly Minimums, etc.
Certified Building Official	\$130	Four hour min. for in-house services
Licensed Engineer Plans Examiner	\$120	Four hour min. for in-house services
Licensed Architect Plans Examiner	\$120	Four hour min. for in-house services
Engineering Plans Examiner	\$95	Four hour min. for in-house services
Senior Certified Plans Examiner	\$80	Four hour min. for in-house services
Residential Certified Plans Examiner	\$70	Four hour min. for in-house services
Fire Plans Examiner/Inspector*	\$90	Four hour min. for in-house services
CASp Specialist	\$85	Four hour min. for in-house services
In-House Permit Technician	\$55	Four hour min. for in-house services
Certified Inspector III*	\$80	Four hour min. for in-house services
Certified Inspector II*	\$65	Four hour min. for in-house services
Certified Inspector I*	\$50	Four hour min. for in-house services

*Mileage charged at current IRS rate while providing inspections



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

8.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action

Staff recommends that the City Council receive Community Development Department's Quarterly Status report.

Fiscal Impact

This is an informational item with no fiscal impact.

Report in Brief

Attached is the Community Development Department's (CDD) Monthly Quarterly Report. The report highlights building activity, major development projects, and activities of the Successor Agency/former Redevelopment Agency.

Also included is CDD's "Tell Us How We Are Doing!" customer satisfaction survey. In March 2013 CDD restored its customer satisfaction survey. The survey is comprised of various questions (closed/open ended) that will assist the department in improving its customer service. The attached report highlights survey results from March 11, 2013 to April 12, 2013.

Prepared by: Evis Morales
Management Analyst

Reviewed by: Nicholas J. Ponticello
CDD Director

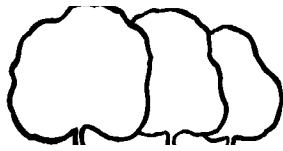
SUBJECT: Community Development Department's Quarterly Status Report

PAGE: 2
ITEM: 8.



Paul Navazio
City Manager

Enclosure: CDD Quarterly Status Report



PROJECT UPDATE (see below)

Changes will be highlighted in bold

BUILDING ACTIVITY

Project: Muscle World Façade

Phase: Construction

PM: Paul Siegel

Location: 514 Main Street

Description: Upgrade of façade and seismic retrofit.

Status: The project has been completed.

Project: Target Storage Rack

Phase: Construction

PM: Paul Siegel

Location: 2050 E Beamer

Description: Extensive racking and conveyor systems are being installed inside the new 300K expansion.

Status: All building permits have been issued and building staff has been making daily inspections.

Project: County Fair Mall Tenant Improvement

Phase: Ready to Issue

PM: Paul Siegel

Location: 1250 E Gibson

Description: 60,000 sq ft TI of the former Mervyn's space into a grocery store.

Status: Construction has started on the Wal-Mart Grocery Store.

Project: Huntington Square Subdivision

Phase: Construction

PM: Paul Siegel

Location: Spring Lake at end of Matmor Dr.

Description: 162 Single Family Home Development

Status: 87 single family home permits have been issued. 50 homes have been finalized and 37 homes are currently under construction. There are 75 remaining lots. Power line work is continuing and Sports Park Drive construction is underway at East Street and is scheduled to be completed by May 2013.

Project:	Starlyn Park	
Phase:	Construction	PM: Paul Siegel
Location:	East Gibson and Branigan Ave next to Bel Air shopping center	
Description:	79 Single Family Home Development	
Status:	75 single family home permits have been issued: 49 homes have been finaled and 26 homes are currently under construction. There are four remaining lots. These typically adjoin the model homes and are the last lots to develop.	

Project:	CommuniCare Health Clinic	
Phase:	Construction	PM: Paul Siegel
Location:	215 W Beamer St.	
Description:	21,000 sq ft health clinic on 4.31 acres	
Status:	Construction has started.	

Project:	Produce Market	
Phase:	Plan Review	PM: Paul Siegel
Location:	1490 E. Main St.	
Description:	Produce Market on 4.47 acres: Site will be on septic tank.	
Status:	Plan review comments have been sent to applicant. The applicant plans to resubmit within the next month.	

Project:	Walter's House Kitchen Addition	
Phase:	Construction	PM: Paul Siegel
Location:	285 Fourth St. (Corner of Court and 4 th)	
Description:	Commercial Kitchen Expansion	
Status:	Construction has been completed.	

Project:	Dollar General	
Phase:	Construction	PM: Paul Siegel
Location:	9 Main St., Suite 101 (in former Hollywood Video retail store)	
Description:	10, 649 sq ft Tenant Improvement for a "Dollar General" store	
Status:	The project has been complete.	

Project:	215 California Tenant Improvement	
Phase:	Plan Review	PM: Paul Siegel
Location:	215 California St.	
Description:	Tenant Improvement of the former Rite Aid: 40,000 sq ft planned grocery store.	

Project: 215 California Tenant Improvement
Status: The permit is ready to issue.

Project: 28 N. East St. Tenant Improvement
Phase: Plan Review **PM:** Paul Siegel
Location: 28 N East St.
Description: Office remodel for AG Seeds Unlimited
Status: The project has been completed.

Project: In-Shape Tenant Improvement
Phase: Plan Review **PM:** Paul Siegel
Location: 285 California St.
Description: Conversion of former McMahan's furniture store. This is a 24,500 sq ft remodel that includes an in-door swimming pool.
Status: Plan review is continuing. A demolition permit was issued for removal of asbestos and other items. Plan check comments have been sent to applicant.

Project: Costco Fuel Tank
Phase: Plan Review **PM:** Paul Siegel
Location: 2259 Bronze Star Dr.
Description: Installation of fuel additive tank.
Status: The project has been completed.

Project: NuSeed "Greenhouse"
Phase: Ready to issue **PM:** Paul Siegel
Location: 1460 Churchill Downs Ave.
Description: Construction of 4000 sq.ft. Greenhouse
Status: The building permit has been issued and construction is progressing.

Project: Mann Lakes Tenant Improvement
Phase: Issued **PM:** Paul Siegel
Location: 500 Santa Anita
Description: Major remodel and expansion to new facility.
Status: The project is almost complete.

Project:	Porter Building 2n & 3rd Floor Electric and ADA		
Phase:	Ready to Issue	PM:	Paul Siegel
Location:	511 Main Street		
Description:	Redo electrical and ADA on 2 nd and 3 rd floor of Porter Building		
Status:	A building permit has been issued.		

Project:	Carpports at 575 Matmor Apartments Complex		
Phase:	Permit Issued	PM:	Paul Siegel
Location:	575 Matmor.		
Description:	Adding over 30 Carport structures to improve apartment complex		
Status:	Project is progressing.		

DEVELOPMENT ACTIVITY

Project:	Woodland Commerce Center		
Phase:	Environmental Review for DEIR	PM:	Dan Sokolow
Location:	NW corner of East Main Street and CR 102		
Description:	Proposed annexation for 146-acre site with a GP land designation of Industrial and pre-zoned Industrial.		
Status:	(No Change) Administrative Draft Program EIR nearly complete. Once complete, the circulation of Draft EIR will begin.		

Project:	Woodland Spring Lake Partnership		
Phase:	Initial Review	PM:	Cindy Norris/Paul Hanson
Location:	West of Harry Lorenzo, North of Heritage Parkway		
Description:	105 acres of land; Proposed Tentative Map, Rezone and General Plan Amendment to replace the Spring Lake Central project previously approved in Feb 2007. The new application proposes to reconfigure the land uses within the project and subdivide the single family lots. The application proposes to remove the central commercial acreage and provide approximately 612 new units; 405 single family, 22 half-plex and 185 multi-family. One acre fire station and a 4.3 acre park site.		
Status:	Currently under review for completeness.		

Project:	AT&T Mobility Cell Tower; Vaughan/Holman Trust Design Review		
Phase:	Approved	PM:	Paul Hanson
Location:	824 N East Street		
Description:	280' Lattice tower, 24 antennas, and 12 microwaves		
Status:	Approved.		

Project:	Prudler Tentative map # 4856, General Plan Amendment and Rezone (Map revision)		
Phase:	Initial Review	PM:	Paul Hanson
Location:	North of Sports Park Drive, East of East Street and South of the County Fair Mall.		
Description:	A proposed General Plan Amendment to amend the land use from General Commercial to Residential. Proposed rezone from C-2 to R-1 and a revised subdivision map for a total of 204 lots of which 86 units will be at an R-5 density and 118 at an R-8 density, for a total project density of 5.85 units/ac.		
Status:	Under Review		

Project:	Parkview by SLC IV Woodland Spring Lake, LLC		
Phase:	Approved	PM:	Cindy Norris
Location:	Northeast Corner of Meikle & Heritage Parkway		
Description:	A proposed Spring Lake Specific Plan Amendment to rezone a 10-acre school site and 6.22 acre multi-family residential R-20 site to Residential single family R-8; a proposed Tentative subdivision Map # 5004 to develop 108 single family lots at a proposed density of 6.67 dwelling units per acre, modify the Housing Element Inventory of Available Sites and a Development Agreement.		
Status:	Approved by City Council on March 19, 2013.		

Project:	Cal West Tentative Map # 4991 by Cal West Investors, LLC		
Phase:	Revised Submittal Review	PM:	Cindy Norris/Paul Hanson
Location:	Northwest Corner of Harry Lorenzo Avenue and Farmers Central Rd and east of HWY 113		
Description:	A request for a Rezone of R-15 to R-8, tentative subdivision map and Development Agreement on approximately 35 acres to subdivide the subject parcels to 209 single family R-8 lots. The map is proposed to be developed in four (4) phases with phases 1-3 consisting of single family development at a density of 6.13 du/ac. Phase 4 consists of a 5.80 net acre site currently zoned R-15 with a request to downzone to R-8. The overall project density is proposed to be 6.07 du/ac. Project development of residential along the freeway is a key issue.		
Status:	Has been circulated for review to departments and agencies. The project is currently in discussion concerning development considerations.		

Project:	Design Review for Daily Democrat Building		
Phase:	Review	PM:	Paul Hanson
Location:	711 Main Street		
Description:	Proposed reuse with exterior remodel for the building located at 711 Main Street		
Status:	The project is currently under review.		

Project:	Conditional Use Permit for Golden State Reclamation		
Phase:	Review, contract for environmental services	PM:	Paul Hanson
Location:	231 Hanson Way		
Description:	Proposed concrete slurry processing operation with a future inert material recycling center. Project will require a Mitigated Negative Declaration.		
Status:	In review. Raney Planning and Management hired to prepare the mitigated negative declaration (MND)		

Project:	Velocity Island Cable Wakeboard Park		
Phase:	Approved	PM:	Paul Hanson
Location:	755 North East Street		
Description:	A proposed cable wakeboard park (a surface water sport) within the City's 15-acre Dubach Detention Basin		
Status:	Approved by Planning Commission on September 20, 2012 and approved by City Council on February 5, 2013. The project is currently being developed: trees removed, grading, studies underway, fill to be delivered in month of April, and the developer is working with the City to resolve any remaining liability issues.		

Project:	New Court House		
Phase:	Design	PM:	Bruce Pollard
Location:	Main Street between 5 th and 6 th Streets		
Description:	Public Improvements related to a new Superior Court Building		
Status:	Hensel Phelps was selected as the general contractor. The Courthouse Groundbreaking was held on April 5, 2013 and construction is tentatively scheduled to begin on May 6, 2013.		

Project:	Final Map 5019		
Phase:	Design Review	PM:	Bruce Pollard
Location:	Spring Lake south of Heritage Parkway on Mickle Avenue		
Description:	Final map with thirteen small lots and 7 large lots; will result in 13 SFD buildable lots		
Status:	The Final Map was approved by City Council on April 2, 2013.		

Project:	Cinema West		
Phase:	Application Incomplete	PM:	Paul Hanson
Location:	801 Main Street		
Description:	A proposal to construct a 12 screen theater and accessory retail uses on a 1.3 acre site.		
Status:	(No Change) On hold per applicant. Application has been deemed incomplete.		

Project:	Spring Lake Specific Plan Tentative Maps		
Phase:	On-going	PM:	Cindy Norris
Location:	Located generally south of Gibson Road and west of County Rd 102		
Description:	The SL Specific Plan was approved for a total of 4,149 units. Approximately 1,100 units built. Maps/DAs approved but not built: • Merrit Murphy (Pioneer Village 1 & 2) (220 SF) • Solara Ranch (87 SF) • Heritage Unit 4A & C • Heidrick Ranch Phase 2 & 3 (87 SF)		
Status:	SL Specific plan approved for a total of 4,149 units. Approximately 1168 built (including multi-family units)		

Project:	Romey's Gas PCN Review		
Phase:	Approved	PM:	Paul Hanson
Location:	3 Main Street		
Description:	Request for a Type 20 Permit for Beer and Wine for sale at the Romey's Gas. Policy review requested to evaluate overconcentration for CT 109.02.		
Status:	PCN approved by planning commission March 21, 2013		

Project:	Dollar General PCN Review		
Phase:	Approved	PM:	Paul Hanson
Location:	9 Main Street		
Description:	Request for a Type 20 Permit for Beer and Wine sales for Dollar General, PCN evaluation required due to overconcentration of licenses in the Census Tract 109.02.		
Status:	PCN approved by planning commission March 21, 2013		

Project:	Spare Time, Inc.		
Phase:	Approved	PM:	Paul Hanson
Location:	Molly Avenue and Betty Avenue		
Description:	Tentative Map Tentative Subdivision Map No. 4581 to subdivide APNs 066-122-060 totaling 5.65 acres into 34 single family lots and 4 half-plex lots.		
Status:	(No Change) Approved by Planning Commission on November 1, 2007 and expires on November 1, 2014.		

Project:	Mutual Housing at Spring Lake (Spring Lake Housing Associates)		
Phase:	Approved	PM:	Paul Hanson
Location:	Spring Lake – Pioneer Avenue, Farmers Central Road, Brubaker Street, and Armus Place.		
Description:	The <i>Mutual Housing at Spring Lake</i> apartment project is a 101 unit multi-family residential project on a 5 acre parcel within the R-25 zone.		
Status:	(No Change) Approved by Planning Commission on July 21, 2011.		

Project:	General Plan Update		
Phase:	On-going	PM:	Cindy Norris
Location:	City-wide		
Description:	A planned update to the City's 1996/2002 General Plan		
Status:	Heidi Tschudin has been hired as the General Plan Project Manager with Dyett and Bhatia hired as the General Plan Consultant. Tasks completed since January include holding steering committee interviews and initial stakeholder meetings, City Council and Planning Commission kick off meetings, hosting a Community Housing Forum, launch of the General Plan website, release of the CEQA Notice of Preparation for an EIR, and holding the required CEQA scoping meeting. More recent tasks completed include the launch of the General Plan Newsletter and resident survey that was mailed to every residential address in the City, hosting two Community Visioning workshops on April 11 and 13, release of key background reports including the Economic Background report. Upcoming tasks will include holding the second steering committee meeting on April 30th to review the draft Housing Element, release of the draft Housing Element, and completion of an Opportunities and Constraints report. Compiling of data from and a results report will be completed in mid-May.		

Project:	Nugget Tentative Parcel Map #5017		
Phase:	Approved	PM:	Paul Hanson
Location:	170 Main St.		
Description:	Stille Family Partnership is requesting approval of Tentative Parcel Map 5017. The TPM will merge existing lots		
Status:	Approved by Planning Commission on February 21, 2013.		

Project:	Starbucks Drive-Thru at Ashley and Main in the Rite Aid Center		
Phase:	Review	PM:	Paul Hanson
Location:	271- 281 West Main Street		
Description:	Petrovich Development Co. is requesting approval of a Conditional Use Permit to allow the construction of a 1,700 sq. ft. Starbucks with Drive-Thru and a 1,000 sq. ft. spec retail space.		
Status:	(No Change) The project is currently under review.		

Project:	SB 2 Code Updates		
Phase:	Approved	PM:	Cindy Norris
Location:	Citywide		
Description:	A City based code amendment that will amend Chapter 25 of the Municipal Code and the East Street Corridor Specific Plan pertaining to emergency shelters, transitional housing, and supportive housing as required by Senate Bill 2.		
Status:	Approved by City Council on February 19, 2013.		

Project:	Comfort Suite Hotel Design Review		
Phase:	Approved	PM:	Cindy Norris
Location:	2008 Freeway Drive		
Description:	A request to modify the building design approved in January 2008 by the Planning Commission. The applicant would like to revise the design and intends to move forward with a target date to begin construction by April 2013.		
Status:	Design Review approved by the Planning Commission on January 17, 2013.		

SUCCESSOR AGENCY/FORMER REDEVELOPMENT

Project:	AB1484 Low/Mod Due Diligence Fund Report Approval and Certification		
Phase:	Certificate of Completion	PM:	Wendy Ross
Location:	Agency wide		
Description:	Post-redevelopment and per AB1x 26 and subsequently AB1484, required activity to wind down Woodland Redevelopment Agency projects.		
Status:	Three reviews of Successor Agency documents were recently completed. The results are as follows: State Controller Office audit closed and Agency is in compliance, Department of Finance review of "other funds" Due Diligence Reports was completed and based on findings staff requested a "meet and confer". The meet and confer with Department of Finance was held on April 15 th . A follow up letter is expected by May 1, 2013, the statutory deadline. The most recent Recognized Obligation Payment Schedule (ROPS) 13-14A was submitted on March 31, 2013 and based on the Department of Finance findings; staff requested a meet and confer which will be held the week of April 22, 2013. The Department of Finance has until May 17, 2013 to provide a final report. It is expected that the Agency will be able to retain its 2007 Tax Allocation Bond proceeds and the Agency hopeful that we will be able to retain the "other funds"		

Project: AB1484 Low/Mod Due Diligence Fund Report Approval and Certification
referenced above in order to pay down existing outstanding debt. If the Department of Finance accepts all of the submitted documents by the Successor Agency, then the Agency should receive its “certificate of completion” and have access to the existing 2007 Tax Allocation Bond proceeds. Staff has begun the process to plan for the use of those funds.

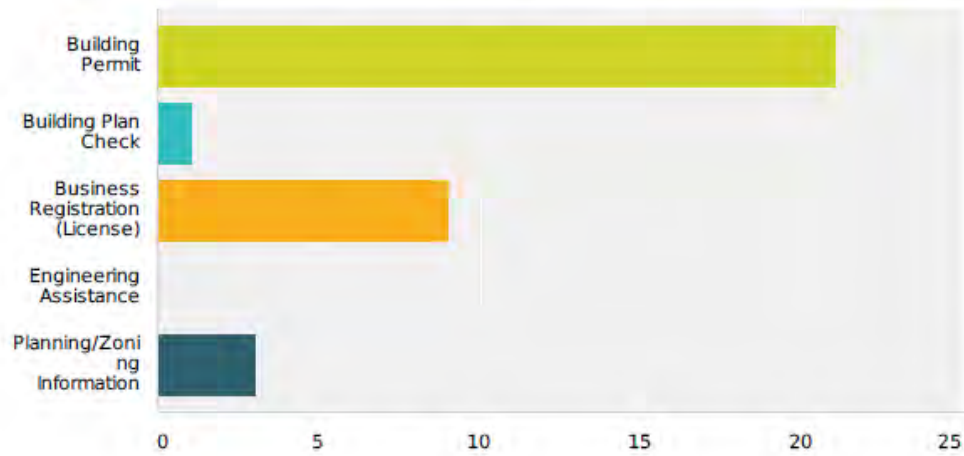
To view the Capital Project Status Update report, a link is available on the Community Development Department page of the City website at www.cityofwoodland.org.

Lastly, the Community Development Department has restored it’s “Tell Us How We Are Doing!” Customer Satisfaction Survey. The survey is comprised of various questions (closed/open ended) that will assist the department in improving it customer service. Please see the next five (5) pages that highlight the survey results from March 11, 2013 to April 12, 2013.

Survey Responses Through
April 12, 2013

Q1 Which type of service did you receive?

Answered: 31 Skipped: 5

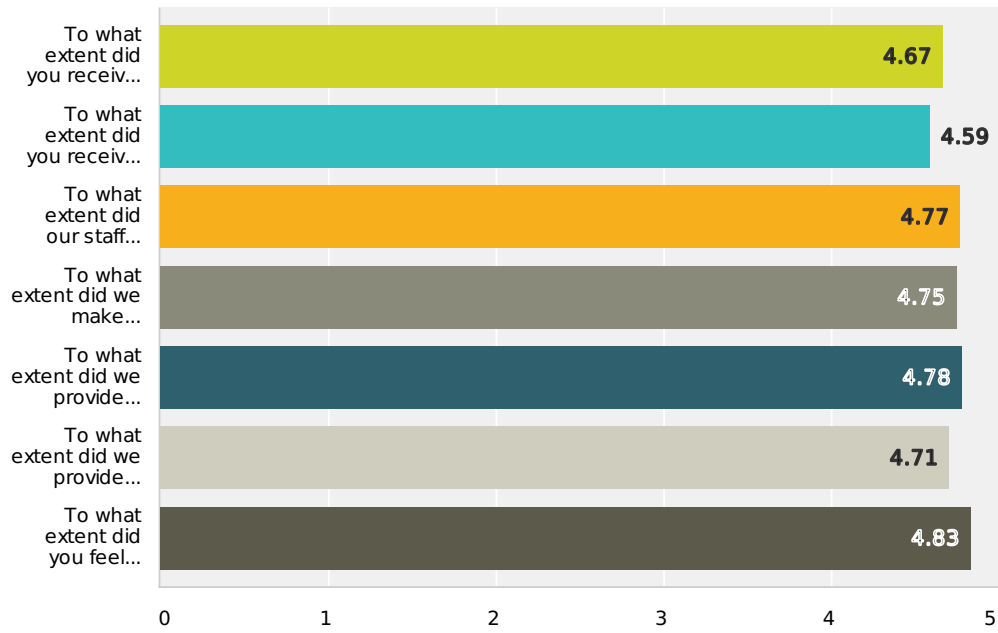


Answer Choices	Responses
Building Permit	67.74% 21
Building Plan Check	3.23% 1
Business Registration (License)	29.03% 9
Engineering Assistance	0% 0
Planning/Zoning Information	9.68% 3
Total Respondents: 31	
Other (please specify) (5)	

#	Responses
1	Site Plan Review
2	Easement / Code Issues
3	Records
4	Customer Service
5	General inquiry regarding the permitting process for our intent to install a steel slitting line in our manufacturing plant in Woodland

Q2 Please rate the following aspects of our work

Answered: 36 Skipped: 0



Ranked on a scale of 1 to 5 (5 being best).

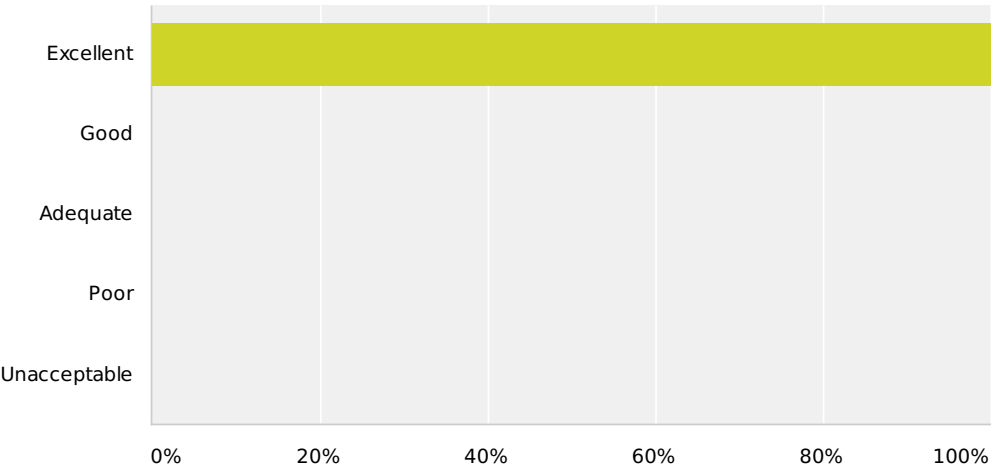
	Not at all	Somewhat	OK	Very Well	To a great extent	Total	Average Rating
To what extent did you receive thorough answers from our staff?	0% 0	0% 0	5.56% 2	22.22% 8	72.22% 26	36	4.67
To what extent did you receive consistent answers to your questions from different staff members?	0% 0	3.13% 1	6.25% 2	18.75% 6	71.88% 23	32	4.59
To what extent did our staff respond to you in a timely manner (including emails and telephone calls)?	0% 0	0% 0	2.86% 1	17.14% 6	80% 28	35	4.77

Community Development Department - Customer Satisfaction Survey

To what extent did we make ourselves available to respond to questions and/or concerns you had about your project?	0% 0	0% 0	2.78% 1	19.44% 7	77.78% 28	36	4.75
To what extent did we provide alternatives or suggestions to you that were helpful in moving your project forward?	0% 0	0% 0	3.13% 1	15.63% 5	81.25% 26	32	4.78
To what extent did we provide adequate information to you on the process and timeliness applicable to your project?	0% 0	0% 0	5.88% 2	17.65% 6	76.47% 26	34	4.71
To what extent did you feel helped by our staff?	0% 0	0% 0	2.78% 1	11.11% 4	86.11% 31	36	4.83

Q3 Overall, how do you rate the quality of services we provide?

Answered: 30 Skipped: 6

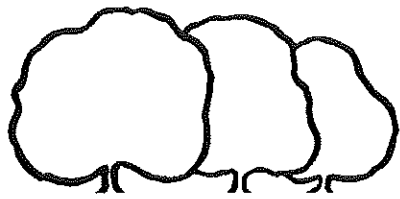


Answer Choices	Responses	
Excellent	100%	30
Good	0%	0
Adequate	0%	0
Poor	0%	0
Unacceptable	0%	0
Total		30

Q4 Please give us general feedback about your experience in working with our department

Answered: 22 Skipped: 14

#	Responses
1	Great so far, thank you.
2	Picked up permits. Emailed Debbie prior to coming over and everything was ready to go.
3	It was a pleasure working with your staff, compared to most cities. Its awful how you're treated, they should be lucky to have a job. My hat goes off to your staff. Keep it up.
4	Great conversation while in the customer service area.
5	Love Debbie! Always a great experience!
6	Amazing
7	Thanks for your help! Great Job! Beats going to Sacramento any day.
8	Laura and Debbie were efficient and courteous in walking me through the process. Thank you.
9	Came in for a business license, the staff was very helpful and friendly.
10	Great personnel. I was assisted with good answers.
11	Easy to deal with and very knowledgeable.
12	Great job by everyone!
13	We had many issues with the client deciding what they wanted to do and the entire staff here was extremely kind, patient, and helpful in getting the issues resolved. Thanks for the help.
14	Second visit, great staff, great customer service.
15	The staff here is excellent, very helpful.
16	Wonderful Service
17	Stephanie & Debbie are awesome. Need bigger drop box.
18	I liked the ease in obtaining the information requested.
19	Thank you!
20	Your new hours are extremely helpful.
21	I spoke to Mr. Paul Siegel on the phone last week regarding our project and he arranged for my meeting today with Mr. Rick Essenwanger. Mr. Essenwanger was knowledgeable, personable, and professional. He provided the guidance I needed with regard to the policies and procedures the City requires for the type of project we are planning, and I now have a much better feel for what I need to do going forward.
22	I have worked with multiple agencies and this is the best by far. In & out in 20 minutes, permit was inexpensive compared to other agencies. I just wish I had more installs up here.



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

9.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Approve Amendment #1 to Professional Utility Rate Study Services

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to execute amendment #1 to the consultant services agreement with HDR Engineering, Inc., for Professional Utility Rate Study Services including an additional \$9,770 for the Sewer Rate Study for a total project budget of \$42,760 and \$17,765 to complete a Wastewater Industrial Pretreatment Program (WIPP) Fee Study.

Council Goal

This recommendation is consistent with the City's goal for Fiscal Responsibility by undertaking comprehensive fee studies to align ongoing and future expenditures with ongoing revenues. Additionally, adopting appropriate utility fee structures provides the necessary funding to support current and future Infrastructure, another Council goal.

Fiscal Impact

The amendment to the professional services agreement for professional utility rate study services will include costs for two separate rate studies, the sewer rate study which is already under way and the commencement of the WIPP Fee Study. The original proposal for the sewer rate study was for \$32,990. The amendment adds an additional \$9,770 to the cost bringing the total cost of the sewer rate study to \$42,760. The sewer enterprise fund is the source of funding and there is adequate funding in the FY 2013 budget.

Additionally, there is a proposal to begin a WIPP Fee Study at a cost not to exceed \$17,765. The wastewater pretreatment fund will be the source of funding for the study. There are sufficient funds available in the FY2013 operating budget to cover the cost.

Study costs will be based on actual expenses incurred to meet the requirements of the respective scopes of work. There is no impact to the general fund.

Background

A professional services agreement for utility rate study services was executed with HDR Engineering, Inc., in October 2011. Included in that contract was the cost to provide the City with a water rate study and a sewer rate study. The water rate study is complete and approved by Council in February 2012. As the City neared completion of the water rate study, we began the review of our sewer rates. The sewer rate study is approximately 60% complete.

The current WIPP fee was adopted by the City Council in 1995 and has not been increased since. Although there is some accumulated fund balance, our annual revenues are now insufficient to cover our annual expenses. Since this fee was adopted prior to the passing of Proposition 218, the fee was adopted by City ordinance. It is our desire to complete a fee study expeditiously so that any proposed changes can be included in the forthcoming Proposition 218 process related to the sewer rate study. Although the fees are collected for different purposes, they are both ultimately related to our wastewater system and ensuring that we are in full compliance with the Regional Water Quality Control Board discharge permit requirements.

Discussion

During the development of the scope of services for the water rate study and sewer rate study, it was assumed that the studies would be completed concurrently. Due to the complexities surrounding the water rate study, the sewer rate study was put on hold to focus on the water rate transition plan, metered rate structures and public outreach. At that time the sewer rate study was approximately 35% complete. Once we re-launched the sewer rate study, the budgets and capital needs had to be updated to reflect changes. This re-work combined with the need to develop additional rate scenarios including refinancing of existing sewer debt has added cost to the original scope. With this amendment, we expect to complete the sewer rate study and present the findings to Council in May. Our desire is to move forward with a Proposition 218 process in early June with a goal of sewer rate adjustments in the August/September timeframe.

The inclusion of the WIPP Fee Study in this amendment allows us to determine what fee modifications are needed to align expenses and revenues in this program area. We do not anticipate a large increase in this fee. Timely review will allow one Proposition 218 process instead of two, thus preventing duplicative public outreach and mailing expenses.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute amendment #1 to the consultant services agreement with HDR Engineering, Inc., for Professional Utility Rate Study Services including an additional \$9,770 for the Sewer Rate Study for a total project budget of \$42,760 and \$17,765 to complete a WIPP Fee Study.

SUBJECT: Approve Amendment #1 to Professional Utility Rate
Study Services

PAGE: 3
ITEM: 9.

Prepared by: Lynn Johnson
Senior Management Analyst



Paul Navazio
City Manager

Attachment: Professional Services Agreement Contract Amendment

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Professional Services Agreement ("First Amendment") dated as of the _____ day of _____, 2013 is entered into by and between the City of Woodland ("City") and HDR Engineering, Inc. ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated October 10, 2011 ("Agreement"), whereby Consultant agreed to **prepare a water rate study and a sewer rate study.**

2.2 City and Consultant now desire to amend the Agreement to increase the amount of compensation for the sewer rate study in accordance with the Consultant's proposal dated March 25, 2013 attached hereto and to add an additional Scope of Service for a Pre-Treatment Fee Analysis based on the Consultant's proposal dated April 1, 2013 attached hereto. The total compensation for the first amendment shall not exceed Twenty seven thousand, five hundred and thirty-five dollars (\$27,535).

ARTICLE 3. TERMS

3.1 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**First Amendment To Professional Services Agreement Between The City Of Woodland
And HDR Engineering, Inc.** **CM# 000093**

City Of Woodland

HDR Engineering, Inc.

By: _____
Paul Navazio
City Manager

By: _____
Name:
Title:

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Andrew Morris, Best Best & Krieger LLP, City Attorney

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

[ATTACH CONSULTANT PROPOSAL]

March 25, 2013

Ms. Kimberly McKinney
Finance Officer
City of Woodland
Woodland, CA 95695

Subject: Project Amendment Request

Dear Ms. McKinney:

HDR Engineering, Inc. (HDR) has been assisting the City of Woodland (City) with water and sewer rate and fee development. In June of 2011, HDR provided a scope and fee to assist the City with these services. During the development of the scope of services it was assumed that the studies would be completed concurrently. As of this time, the water rate study has been completed and rates have been adopted and implemented.

However, in early 2012, the sewer rate study was placed on hold to focus on finalizing the water rate transition plan, metered rate structures, and public outreach. At that time the study was approximately 35% complete, including current budget data, customer information, and capital improvements. Recently, the City requested that the sewer rate study be completed given the need to develop a funding plan for capital improvement projects and possible refinancing of existing long-term debt service. During the development of the initial scope of services, HDR did not anticipate the updating of the analysis to reflect current budget and capital needs, the refinancing of existing debt, and developing additional scenarios for reviewing the impacts to rates.

The following will provide an overview of the additional services requested, staff, and estimated fees for the additional services.

Scope of Services

In order to accommodate the City's request to complete the sewer rate study analysis HDR respectfully requests an amendment to the existing contract to accommodate this additional work. More specifically, the major items that HDR anticipates will need to be analyzed in order to complete the study is as follows:

- **TASK 1—Update Analysis with Current Budget and Capital Plan** – Given the time between the start of the project, and the restarting of the project, the budget and capital improvement plan needed to be updated to reflect current information. This resulted in developing a revised capital funding plan and rate transition plan. In addition, given the changes to the budget, the cost of service analysis needed to be updated to reflect the current costs, and cost allocations. The cost of service analysis will also need to be revised again to reflect the current rate effort of developing commercial customer revenue needs based on strength levels. Given the changes to the customer classes the rate design analysis also was required to be updated.
- **TASK 2—Customer Data Revisions** – During a review of the updated customer data several data discrepancies were noticed. HDR provided City staff with a summary of

the data concerns and the City provided revised data. HDR analyzed the revised data and updated the analysis with this accurate data. However, in order to develop rates utilizing winter water averaging and by customer type, additional data has been requested and will need to be analyzed for input into the cost of service model and rate design models.

- **TASK 3—Additional Pro-Forma Analyses** – During the development of the initial revenue requirement a pro-forma analysis was incorporated into the model to accommodate future long-term debt issues. As the project restarted it was noted that there may be a possibility of refinancing a portion of the existing development related debt. Given this option, HDR worked with the City's financial advisor to develop several alternative rate transition plans to determine the best financial plan for the City. Several conference calls were held to review and discuss the results along with the impacts of the capital improvement plan.

The above tasks conclude the additional services requested by the City.

Project Team

HDR's project team will remain the same as for the original scope and contract.

Estimated Amendment Fee Request

The fee estimate for the additional services request has been based on current hourly billing rates. Given the current hourly billing rates and estimated labor hours by task, the total estimated fees for the additional services requested by the City has been developed. Provided below is a summary of the estimated fees for the services being requested by the City.

Summary of Estimated Fees	
	Total
<i>Labor</i>	
Task 1 – Budget and Capital Analysis Update	\$4,555
Task 2 – Customer Data Revisions	1,230
Task 2 – Pro-Forma Scenarios	<u>3,755</u>
Grand Total Labor	\$9,540
<i>Expenses</i>	
Tech Charge	<u>\$230</u>
Grand Total Fee Estimate	\$9,770

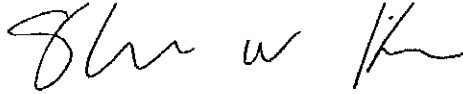
Given the above fee estimates for the additional work required to complete the sewer analysis, HDR would formally request a contract amendment in the amount of \$9,770.00. With this contract change request, HDR will provide the City with a final sewer rate analysis. Should the City require additional services beyond those described above, they will be provided on a time and material basis.

Summary

This completes our scope of services and fee estimate for the City's requested additional services. Should you have any questions or require additional information or detail regarding this request, please do not hesitate to contact me. Should this amendment

request be acceptable to the City please provide a notice to proceed and amendment documentation. Thank you.

Sincerely,
HDR ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "John W. [unclear]". The signature is fluid and cursive, with the first name "John" being the most legible part.

Associate Vice President



ONE COMPANY | *Many Solutions*™

April 1, 2013

Lynn Johnson, Senior Management Analyst
Administrative Services Department
City of Woodland
300 First Street
Woodland, CA 95695

Subject: Pre-Treatment Fee Analysis

Dear Ms. Johnson:

HDR Engineering, Inc. (HDR) has been assisting the City of Woodland (City) in the development of its water and sewer rates and fees. Currently, HDR is assisting the City in developing proposed sewer rates for the next five years. As part of the sewer utility, but separate from the HDR sewer rate study, the City operates a pre-treatment program. This program is in place to work with customers, both residential and commercial, to minimize the high strength waste sent to the wastewater treatment plant.

The City currently has a separate fee structure in place to recover the expenditures associated with this program. Recently the City requested that HDR assist the City in the review and update of the pre-treatment fees. The approach to the review will be similar to that of the sewer rate study as the costs associated with the program will need to be distributed between the various customers served reflecting the benefits received from the program.

Provided below is a scope of services, project team, timeline, and fee estimate for the review and update of the pre-treatment fees.

Scope of Services

As noted, the technical process will be similar to the cost of service analysis completed as part of the sewer rate study in the sense that costs will need to be distributed equitably between the various customers. HDR will rely on generally accepted methodologies, City specific data, and industry standards. Provided below is a scope of services HDR proposes to provide the review and update of the City's pre-treatment fees.

Task 1 – Data Collection and Review – HDR will provide the City with a data request detailing the information required to complete the requested services. This information will be data specific to the pre-treatment program expenditures and customers. As the analysis progresses additional information may be requested to develop and refine the analysis.

Deliverables as a Result of Task 1:

- An initial written data request to the City.
- A review of the City's data for the project.
- Identification of any data constraints.

Task 2 – Development of the Financial Plan – This task will result in the development of a 10-year financial plan to determine the revenues necessary to properly operate the pre-treatment program. The analysis will begin with the current pre-treatment budget, both revenues and expenditures, and develop a projection over the 10-year period. The projection of expenses will be based on assumed inflationary factors, while the revenues will be projected based on assumed customer growth, along with any known changes to expenditures or revenues during the review period.

The results of this task will provide the City with the revenue levels necessary to prudently operate the pre-treatment program. If needed, a transition plan will be developed to phase in any necessary revenue adjustments over a multi-year period to minimize any customer impacts.

Deliverables as a Result of Task 2:

- A long-term financial plan to determine prudent revenue levels for the pre-treatment program.
- If needed, a transition plan to “phase in” any necessary revenue adjustments.
- A 2-hour conference call to review the development of the long-term financial plan.

Task 3 – Distribution of Costs – The key element of this task will be to equitably distribute the program costs between the various customers. In discussion with City staff, this program provides many services to the City’s sewer customers. These include, but are not limited to, providing information and education on fats, oils, and grease (FOG), working with specific commercial customers on pre-treatment or grease/oil trap requirements, along with other components. Given the various types of services provided, the costs will need to be distributed between the various customers. At this time, HDR’s understanding of the customer groups would be; residential, non-PPP commercial, PPP commercial, and SIU’s. HDR will utilize generally accepted cost allocation methodologies to determine an equitable distribution of costs between the customer groups. This analysis will be based on City specific customer data and industry standard data if specific customer data is not available.

Deliverables as a Result of Task 3:

- An equitable distribution of costs between the customer classes of service.
- A 2-hour conference call to review the development of the long-term financial plan.

Task 4 – Development of Proposed Pre-Treatment Fees –Base on the results of Tasks 2 and 3, the proposed fees can be developed. The proposed fees will be developed for a five-year period. The proposed fees will meet the revenue levels established in Task 2 as well as any changes resulting from the distribution of costs in Task 3. Bill comparisons will be developed to show the impact of any changes in the proposed fees from current levels. At this time it is not proposed that the billing method or structure of the fees be changed.

Deliverables as a Result of Task 4:

- Proposed pre-treatment fees for a five-year period.
- Bill comparisons to determine the impact to various customers.

Task 5 – Written Documentation –At the completion of the analysis HDR will provide the City with a letter report discussing the steps taken in the review and update of the pre-treatment fees. The letter report will include a printout of the technical analysis developed to make the recommendations and proposed fees.

Deliverables as a Result of Task 5:

- An electronic draft letter report detailing the analyses completed and the conclusions and recommendations.
- A final letter report incorporating comments received by the City.

Task 6 – Public Meetings –HDR has included within the scope up to two (2) onsite meetings to discuss the results of the analyses. This can include the utility advisory committee, the City Council, or the public.

Deliverables as a Result of Task 6:

- Up to two (2) onsite public presentations.

The above tasks conclude the proposed scope of services for the review and update of the City's pre-treatment fees. This proposed scope of services can be modified to meet the specific needs of City.

Key Project Team Members

Provided below is a brief discussion of each of the project team members for City's analysis.

Shawn Koorn, Project Manager - Shawn will provide overall project management as well as provide analytical support and guidance for the review and update of the fees. Shawn has been involved with, or led, all of the analyses developed for the City for both the water and sewer utilities completed by HDR.

Kristina Larkey, Financial Analyst

Kristina will develop the technical analysis and proposed fees for the City's analyses. Kristina developed both the water and sewer rate and fee analyses for the City.

Tom Gould, QA/QC – Tom will provide the quality control reviews on the analyses developed by HDR. Tom is HDR's national utility rates and finance business class lead. Tom has assisted in the development of the City's water and sewer rates.

Project Timeline

While no specific timeline has been developed for this analysis, the goal is to be able to adopt the updated pre-treatment fees at the same time as the sewer rates. Based on that timing the analysis would need to be essentially complete by the end of May 2013. HDR will make every effort to complete the analysis to meet the City's needs.

Project Fee Estimate

Given current hourly billing rates and estimated labor hours by task, the total estimated fees for the City study could be developed. Provided below is a summary of the estimated fees for the update of the City's pre-treatment fees by task.

Summary of Estimated Fees

	Total
<i>Labor</i>	
Task 1 – Data Collection and Review	\$525
Task 2 – Development of the Financial Plan	3,275
Task 3 – Distribution of Costs	6,105
Task 4 – Development of Proposed Fees	2,045
Task 5 – Written Documentation	1,815
Task 5 – Public Meetings	<u>2,230</u>
Grand Total Labor	\$15,995
<i>Expenses</i>	
Total Expenses	<u>\$1,770</u>
Grand Total “Not to Exceed” Fees	\$17,765

The above fee estimate is based upon the scope of services previously developed. Should the City request any additional services under this contract, the services will be provided at the hourly billing rates stated above.

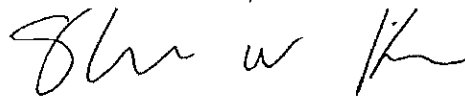
Proposed Method of Payment

HDR is willing to enter into a time and materials contract for this project. HDR will bill the City for the actual labor hours incurred and will make every effort to minimize costs to the City and provide the needed services in an efficient manner.

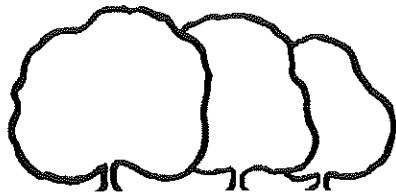
Should you have any questions or require additional information or detail regarding this scope of services, please do not hesitate to contact me. Should this scope and fee be acceptable to the City, please provide a notice to proceed along with the appropriate contract documentation.

Thank you.

Sincerely,
HDR ENGINEERING, INC.



Shawn Koorn
Associate Vice President



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

10.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Deletion and Adoption of Job Descriptions – Electrical/Signs and Markings Supervisor, Industrial Electrical/Electronics Technician, Traffic Signal/Street Lighting Technician and Waste/Wastewater Instrumentation Technician

Recommendation for Action

Staff's recommends that the City Council delete the job description of Electrical/Electronics/Instruments Technician (EEIT) and Electric Supervisor and adopt the following job descriptions: Industrial Electrical/Electronics Technician, Traffic Signal/Street Lighting Technician, Water/Wastewater Instrumentation Technician and Electrical/Signs and Marking Supervisor.

Fiscal Impact

The creation of these new job descriptions will trigger a salary survey to determine appropriate level of compensation. A salary survey, consisting of our benchmark agencies is underway and the results will be presented to the City Council once it is completed.

Report in Brief

The current Electrical/Electronics/Instrumentation Technician (EEIT) job description condenses three jobs into one job description which creates a recruitment and selection issue. While there are some similarities, each position differs significantly. The latest recruitment (2012) resulted in no qualified candidates. The proposed job descriptions separate the EEIT into three new job descriptions. The new job descriptions; Industrial Electrical/Electronics Technician, Traffic Signal/Street Lighting Technician and Waste Water Instrumentation Technician clearly defined the roles and experience needed for each area. The Electrical Supervisor job description was modified to reflect the actual duties and to allow for growth opportunities within the series.

Establishing broader, more generic job classification is desirable, as it increases candidate pools, and allows for flexibility in job classes which is more desirable, in this case, it is not as effective due to the technical nature of each position.

Background

Electrical/Electronics/Instrumentation Technician (EEIT) and Electrical Supervisor Series, require updating to facilitate a bigger and broader recruitment pool. The EEIT job description was too broad. As an example, the EEIT required knowledge of "SCADA" (supervisory control and data acquisition); this system is highly

technical in nature and is used to monitor and control our water and wastewater systems. The Traffic Signal/Lighting Technician, although technical in nature, does not utilize the same type of structure. Instead the Traffic Signal/Lighting Technician needs to have actual experience in Traffic Signal operations and maintenance, which is a separate profession on its own merits.

In May 2012, the City conducted a recruitment for an EEIT as an "Open and Continuous", without a successful candidate. Human Resources worked with the Department, and the Association to develop job descriptions that will result in a larger candidate pool. This included: 1) reviewing job specifications; 2) providing some flexibility in the qualifications, i.e. providing "or equivalent" for certain certificates; and 3) changing the job title to more accurately reflect the actual duties to create a larger pool.

Additionally Human Resources updated the ADA compliance language in all of the Job Descriptions.

Discussion

The Public Works Department had a vacant EEIT position since May, 2012. The City is budgeted for 4 FTE EEIT. Two EEIT's are allocated as Water/Wastewater Instrumentation Technicians, one is allocated as a Traffic Signal/Street Lighting Technician and the fourth FTE is allocated at the Industrial Electrical/Electronics Technician position. The current EEIT vacancy is in the Wastewater Division. There is a definite need to fill this position, in order to provide some relief to the current EEIT, provide some cross training and to ensure seamless operation of the Wastewater System.

Conclusion

Staff recommends that the City Council delete the Job description of Electrical/Electronics/Instruments Technician (EEIT) and Electric Supervisor adopt and the following Job Descriptions: Industrial Electrical/Electronics Technician, Traffic Signal/Street Lighting Technician, Water/Wastewater Instrumentation Technician and Electrical/Signs and Marking Supervisor.

Prepared by: Sheila McShane
Human Resources Manager



Paul Navazio
City Manager

Attachment: Electrical/Signs and Marking Supervisor Job Description
Industrial Electronics Technician Job Description
Traffic Signal/Street Lighting Technician Job Description
Water/Wastewater Instrumentation Technician Job Description



ELECTRICAL/SIGNS AND MARKINGS SUPERVISOR

DEFINITION

To plan, organize, perform tasks and supervise the daily operations of the Electrical and Signs and Markings Group.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Public Works Infrastructure Superintendent. Responsibilities include both direct and indirect supervision over subordinates.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the position, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Supervise and assign personnel to perform a variety of sign, road marking, electrical, electronic and instrumentation work related to the installation, maintenance, inspection, troubleshooting, and repair of City-owned infrastructure. Typical infrastructure would include, but not be limited to, traffic signals, street lights, signs, road markings, supervisory control and data acquisition (SCADA) systems, pumping stations, water treatment plants, recreation fields, emergency back-up power, utility plants and City-owned buildings; read, review, modify and update electrical instrumentation, sign and road marking prints and diagrams as required; evaluate work of the Electrical and Signs and Markings Groups to ensure accuracy, efficiency, and effectiveness; prepare and maintain accurate maintenance and repair records; train subordinates on proper practices and procedures for electrical, electronic, sign and road marking work; review plans and consult with engineers during the design and construction of new City buildings and facilities; inspect electrical work performed for the City by contractors to insure compliance with State and City codes; ensure that all safety precautions are adhered to in performance of assigned duties; assist with preparation of the annual department budget; administer and monitors the assigned divisional operation budgets; prepare written and documented reports relate to assigned programs, as well as job evaluations, improvement plans and administer disciplinary actions on subordinates; use computer software applications such as, MS Word, MS Outlook, MS Excel and other related maintenance software programs; perform other duties as assigned. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present in order to supervise and communicate essential information to other employees, as well as to satisfy shifting public service needs and business concerns.

OTHER JOB FUNCTIONS

Answer emergency calls and perform emergency repairs; assist with and perform a variety of personnel actions including selection, promotion, performance evaluations, disciplinary actions and dismissals; coordinate and assist outside agencies with electrical, electronic, sign and road marking repairs and maintenance; make recommendations to other departments for supplies, materials, and services for proper functioning of their related infrastructure; respond to citizen complaints and requests for information; requisition and purchase materials and supplies; maintain accurate expenditure records for materials and services; evaluate operations and

activities; recommend improvements and modifications; respond to emergency situations after regular working hours.

Meet all Standby Program requirements, take standby duty if assigned. Perform related duties as assigned

QUALIFICATIONS

Knowledge of:

Methods, materials, tools, test equipment and procedures used in the design, construction, installation, modification, testing and maintenance of electrical, electronic and sign and road marking apparatus and equipment; safe working practices and procedures; principles and practices of supervision, training and performance evaluations; electrical, electronic, signs and marking, telemetry and instrumentation methodologies; possess a comprehensive working knowledge of personal computers and operational and maintenance software programs, applicable codes, laws and ordinances, circuit diagrams, and shop mathematics.

Skill to:

Plan, assign, supervise and evaluate the work of subordinates; use electrical and electronic tools and equipment skillfully and safely; read and follow electrical, electronic, instrumentation, signs and markings plans and specifications; examine and diagnose causes of electrical and electronic failures; respond quickly in emergencies; interact effectively and courteously with the public; prepare and present clear, concise, and competent reports, both orally and in writing; communicate clearly and concisely; follow oral and written instructions.

Ability to:

Lead, organize and review the work of staff in the assigned groups; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; establish and maintain effective work relationships with those contacted in the performance of required duties; apply good judgment and practical knowledge to help resolve unusual or irregular problems in the area of work assigned; interpret and apply City and department policies, procedures, rules and regulations; maintain effective audio-visual discrimination and perception needed for making observations, communication with others, reading, writing and operating assigned equipment; follow oral and written directions; make cost estimates of labor and materials; develop and maintain accurate and concise reports

Minimum Education and Experience:

Education:

High school diploma or equivalent. Associate Degree in electronic, instrumentation, electrical technology or closely related field is highly desirable.

Experience:

Four years of recent journey level experience in electrical/electronics/instrumentation installation, maintenance, or repair. Two years of supervisory experience is highly desirable.

License and Certificate:

Possession of a valid California Driver's License is required upon hire. Possession of a valid International Municipal Signal Association (IMSA) Traffic Signal Level I and IMSA Signs and Markings Specialist certifications are required to completion of the probationary period as a condition of employment. State of California General Journeyman Electrical License and

California Water Environment Association (CWEA) Electrical/Instrumentation Technologist Level II certificates are highly desired.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



INDUSTRIAL ELECTRICAL/ELECTRONICS TECHNICIAN

DEFINITION

Install, inspect, test, maintain, calibrate, troubleshoot, upgrade and repair City-owned electrical and electronic systems.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Electrical/Signs and Markings Supervisor or his/her designee. This is a journey level position and may include supervision of less experienced personnel.

EXAMPLES OF DUTIES

The following are typical of duties encompassed by the position, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Install, inspect, test, calibrate, repair, troubleshoot, upgrade and maintain a wide variety of electrical/electronic equipment and software related to water distribution, water treatment and City facilities; research, design, procure and install equipment and/or upgrade existing electrical/electronic systems; verify equipment compatibility with existing devices; conduct routine maintenance on electrical/electronic equipment, motor controls and electro-mechanical/electronic starters, automatic transfer switches, standby power generators and medium voltage switch gears; keep accurate and up to date records on all related assignments; proficiently reads and interpret circuit diagrams, ladder logic, construction drawings, and service and repair manuals; prepares plans and specifications for the procurement of parts and supplies on assigned projects; ensures that proper safety precautions and safe work methods are followed; assist with the preparation of standard operating procedures; inspect contract construction projects and submittals; inspect and test equipment; develop punch lists for work to be completed or corrected during construction; perform other duties as assigned; Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety.

OTHER JOB FUNCTIONS

Prepare and maintain accurate maintenance and repair records; present oral and written reports; performs electrical inspections; use and maintain a variety of tools and test equipment as required; answers emergency calls and performs emergency repairs; meet all standby program requirements; take standby duty, work any shift including weekends and holidays; perform related duties as assigned.

QUALIFICATIONS:**Knowledge of:**

In depth knowledge of electrical and electronic equipment as it relates to industrial controls and facilities; fundamental principles of instrumentation and application needs, personal computers and their operational and maintenance software programs; methods, tools, and equipment, used to maintain, repair, test, troubleshoot, calibrate and perform preventative maintenance on a wide variety of electrical, electronic and instrumentation systems; safe work practices, applicable codes, laws and ordinances, circuit diagrams, and shop mathematics.

Skill to:

Use electrical and electronic tools and equipment skillfully and safely. Read and follow electrical plans and specifications. Keep written records.

Ability to:

Work independently and exercise good judgment; diagnose malfunctions in a variety of electrical, electronic systems; use and care for tools and test equipment used in maintaining and repairing electrical and electronic systems; make cost estimates of labor and materials; maintain detailed records; follow oral and written directions; read and interpret electrical and process control drawings, plans and specifications; establish and maintain effective work relationships with those contacted in the performance of required duties; maintain effective audio-visual discrimination and perception needed for making observations, communication with others; proficiently read, write, and operate assigned equipment; ability to setup efficient and safe traffic control worksites in high volume vehicle traffic areas while applying good judgment and practical knowledge to help resolve unusual or irregular problems in the area of work assigned.

Minimum Education and Experience:**Education:**

High school diploma or equivalent is required. Associate degree in electrical/electronic technology or closely related field is highly desirable.

Experience:

Four years of recent experience as an Industrial Electrician (or equivalent, as determined by the Department Head) is required.

License and Certificates:

Possession of a valid California Driver's License and State of California General Journeyman Electrical License is required upon hire Possession of a valid International Municipal Signal Association (IMSA) Work Zone Safety Certification is required prior to completion of the probationary period as a condition of employment. Possession of a California Water

Environment Association (CWEA) Electrical/Instrumentation Technologist Level II certificate is desirable.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action:



TRAFFIC SIGNAL/STREET LIGHTING TECHNICIAN

DEFINITION

Install, inspect, test, maintain, calibrate, troubleshoot, upgrade and repairs City-owned and shared-serviced traffic signal devices, illuminated crossing, street lights and various facility electrical systems.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Electrical/Signs and Markings Supervisor or his/her designee. This is a journey level position and may include lead supervision of less experienced personnel.

EXAMPLES OF DUTIES

The following are typical of duties encompassed by the position, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Install, inspect, test, maintain, troubleshoot, repair, upgrade and calibrate, a wide variety of electrical and electronic equipment and software related to traffic control devices, street lights, recreational lighting and facilities; research, design, procure and install equipment and/or upgrade existing electrical/electronic systems; verify equipment compatibility with existing devices; conduct routine maintenance on electrical/electronic equipment, traffic control devices and street light systems; keep accurate and up-to-date records and notes on all related assignments; inspect contract construction projects and submittals; inspect and test equipment; proficiently reads and interprets circuit diagrams, traffic signal timing and construction drawings, and service and repair manuals; prepares plans and specifications for the procurement of parts and supplies on assigned projects; ensures that proper safety precautions and safe work methods are followed; assists with the preparation of standard operating procedures; inspect contract construction projects and submittals; inspect and test equipment; develop punch lists for work to be completed or corrected during construction, and perform other duties as assigned. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's traffic safety.

OTHER JOB FUNCTIONS

Prepares and maintains accurate maintenance and repair records; presents oral and written reports; performs electrical inspections; use and maintain a variety of tools and test equipment; answer emergency calls and performs emergency repairs; meet all standby program

requirements; take standby duty, work any shift including weekends and holidays. Perform related duties as assigned.

QUALIFICATIONS:**Knowledge of:**

In depth knowledge of electrical and electronic equipment, as it relates traffic signals, street lights and facilities; fundamental principles of industrial controls and application needs, personal computers and their operational and maintenance software programs; methods, tools, and equipment used to maintain, repair, test, troubleshoot, calibrate and perform preventative maintenance on a wide variety of electrical and electronic systems; safe work practices, applicable codes, laws and ordinances, circuit diagrams, and shop mathematics.

Skill to:

Use electrical and electronic tools and equipment skillfully and safely; read and follow electrical and electronic plans and specifications; examine and diagnose causes of electrical and electronic failures; respond quickly in emergencies; interact effectively and courteously with the public; communicate clearly and concisely, orally and in writing; keep accurate records.

Ability to:

Work independently and exercise good judgment; diagnose malfunctions in a variety of electrical/electronic systems related to facilities, traffic control and street light devices; use and care for tools and test equipment used in maintaining and repairing electrical and electronic systems; make cost estimates of labor and materials, maintain detailed records, and make oral and written reports; follow oral and written directions; read and interpret electrical control drawings, plans and specifications; establish and maintain effective work relationships with those contacted in the performance of required duties; maintain effective audio-visual discrimination and perception needed for making observations, communication with others; proficiently read, write, and operate assigned equipment; ability to setup efficient and safe traffic control worksites in high volume vehicle traffic areas while applying good judgment and practical knowledge to help resolve unusual or irregular problems in the area of work assigned.

Minimum Education and Experience:**Education:**

High school diploma or equivalent is required. Associate degree in electrical/electronic technology or closely related field in highly desirable.

Experience:

Three years of recent experience as a Traffic Signal/Street Lighting Technician is required.

License and Certificates:

Possession of a valid California Driver's License and International Municipal Signal Association (IMSA) Traffic Signal Level II (Field) Certification completion of the probationary period as a condition of employment. Possession of a valid IMSA Traffic Signal Level III (Field and/or Bench) certificate, IMSA Roadway Lighting Level I certificate and completion of a State of California approved electrical apprenticeship program is highly desirable.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

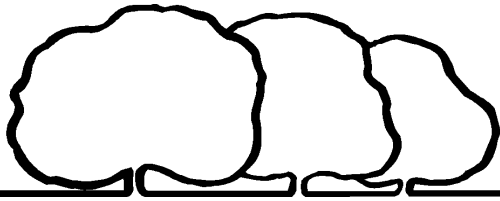
Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action:



City of Woodland

WATER / WASTEWATER INSTRUMENTATION TECHNICIAN

DEFINITION

Installs, tests, maintains, calibrates, troubleshoots, upgrade and repair City-owned electrical, electronic and instrumentation

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Electrical/Sign and Markings Supervisor or his/her designee. This is a journey level position and may include lead supervision of less experienced personnel/temporary workers.

EXAMPLES OF DUTIES

The following are typical of duties encompassed by the position, not an all inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Installs, inspect, maintain, repair, troubleshoot, calibrate, program, modify, upgrade and test a wide variety of electrical/electronic/instrumentation equipment and software related to pumping stations, water treatment plants, emergency back-up power, utility plants, and Supervisory Control and Data Acquisition (SCADA) systems; systems may include, transmitters, recorders, PID loop controllers, atmosphere testers, programmable logic controllers (PLC's), ultrasonic meters, network servers, related communication devices (radio's and antenna's), variable frequency drive systems and pneumatic and telemetry equipment; verify equipment compatibility with existing devices; proficiently reads and interprets circuit diagrams, such as, piping and instrumentation diagrams (P&ID's), ladder logic, construction drawings, and service and repair manuals; prepares plans and specifications for the procurement of parts and supplies on assigned projects. Ensures that proper safety precautions and safe work methods are followed; assists with the preparation of standard operating procedures; inspect contract construction projects and submittals; inspect and test equipment; develop punch lists for work to be completed or corrected during construction; and perform other duties as assigned. Regular, predictable, consistent and timely attendance is an essential function of the position, in that the failure of such attendance undermines the City's ability to provide critical public services impacting public health.

OTHER JOB FUNCTIONS

Prepares and maintains accurate maintenance and repair records; presents oral and written reports; performs electrical Inspections; uses and maintains a variety of tools and test equipment as required; answers emergency calls and performs emergency repairs; meet all standby program requirements; take standby duty, work any shift including weekends and holidays. Perform related duties as assigned.

QUALIFICATIONS:**Knowledge of:**

In depth knowledge of electrical/electronic/instrumentation equipment as it relates to personal computers, SCADA systems, industrial controls, communication devices, telemetry, and their operational and maintenance software programs; methods, tools, and equipment used to maintain, repair, test, troubleshoot, calibrate and perform preventative maintenance on an electrical, electronic, instrumentation and SCADA systems; Safe work practices, applicable codes, laws and ordinances, circuit diagrams, and shop mathematics.

Skill to:

Use electrical and electronic tools and equipment skillfully and safely; read, interpret and follow electrical and process control plans and specifications; examine and diagnose causes of electrical and electronic failures; respond quickly in emergencies; interact effectively and courteously with the public; communicate clearly and concisely, orally and in writing; keep accurate records.

Ability to:

Work independently and exercise good judgment; diagnose malfunctions in a variety of electrical, electronic, SCADA and instrumentation systems; use and care for tools and test equipment used in maintaining and repairing electrical, electronic and instrumentation systems; ability to create new, and modify existing computer aided design (CAD) documents; make cost estimates of labor and materials, maintain detailed records; follow oral and written directions. read and interpret electrical and process control drawings, plans and specifications; Establish and maintain effective work relationships with those contacted in the performance of required duties; maintain effective audio-visual discrimination and perception needed for making observations, communication with others, and reading, writing, and operating assigned equipment; apply good judgment and practical knowledge to help resolve unusual or irregular problems in the area of work assigned.

Minimum Education and Experience:**Education:**

High school diploma or equivalent is required. Associate degree in electronics, instrumentation, electrical technology, or closely related field is highly desirable.

Experience:

Four years of recent experience in Industrial Instrumentation and Control Technician. One year of completed college or technical institute coursework in a closely related field can be substituted for one year of experience, to a maximum of two of the required four years of experience.

License and Certificates:

Possession of a valid California Driver's License and a current California Water Environment Association (CWEA) Electrical/Instrumentation Technologist Level II certificate is required upon hire. Possession of a valid International Municipal Signal Association (IMSA) Work Zone Safety Level Certification is required prior to completing the probationary period as a condition of employment.

ADA COMPLIANCE

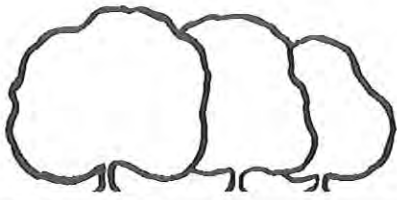
Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

II.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Long Range Calendar

Recommendation for Action

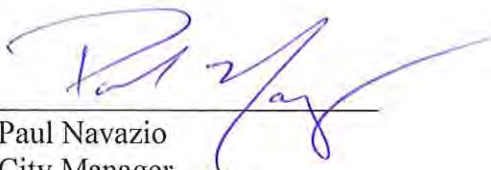
Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

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, May 7, 2013	Reports due 4/23	Regular Meeting
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		
Vehicle Loan Repayment Schedule		
Springlake (CFD 2004-1) Special Tax Refunding Bonds		
Retiree Medical Healthcare Plan – Updated Actual Valuation & Consideration of Funding Policy		
Long Range Calendar		

Tuesday, May 21, 2013	Reports due 5/7	Regular Meeting
National Public Works Week		
Approve Plans and Specifications for 2013 Safe Routes to School Improvement Project CIP 13-06, Authorize Bid Advertisement, Authorize CM to Award Contract – Regular calendar		
CDBG Annual Action Plan – Public Hearing		
Amend Home Occupation Ordinance to Comply with California Homemade Food Act		
Development Fee Deferral Extension – 2 nd Reading		
Presentation of FY2013/14 Proposed Budget		
Approval of Plan, Documents and Authorization for Surface Water Project Financing		
Tennis Program Contract		
Long Range Calendar		

Tuesday, June 4, 2013	Reports due 5/21	Regular Meeting
City Council #2 (submit draft Housing Element to HCD)		

Tuesday, June 18, 2013	Reports due 6/4	Regular Meeting
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WOODLAND GENERAL PLAN UPDATE – UPCOMING EVENTS

2013

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

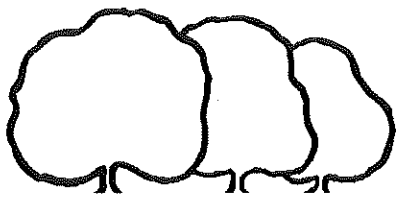
Jun	City Council #7 and 8 (hearings and adoption)
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FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

WDCWA Joint Intake Schedule - Consider and Approve Construction – **(Apr)**
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

FUTURE STUDY SESSIONS (TBD):

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



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

12.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Approve the Updated Measure E Spending Plan

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described. (Note: Changes to the adopted MSE Spending Plan require a 4/5 approval from the City Council.)

Council Goal

This recommendation is consistent with the City's goal for Fiscal Responsibility by ensuring that ongoing expenditures are supported by ongoing revenue.

Fiscal Impact

Total MSE revenues are projected to be close to \$51 million, slightly less than the last projection done in July 2012. The proposed spending plan continues to utilize a portion of the MSE revenue to pay on-going annual debt service on the Community & Senior Center/Sports Park bonds through the life of MSE as approved by Council on July 3, 2012 and we have maintained the \$2 million reserve target as requested by Council in 2010. Changes have been made to project budgets to reflect more current design estimates and grant match requirements. The spending plan remains balanced between annual revenue and annual expenditures to ensure that there is no inter-fund borrowing required for project execution.

Background

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

- Measure B allocated a minimum of \$30.2 million or 45% of MSE for road rehabilitation;
- Measure C approved funding for Community and Senior Center Phase II, Sports Park and renovation and improvements of parks, recreation facilities and pools;
- Measure D approved funding for expansion of the Library, City Hall and the Opera House.

The purpose of the MSE Spending Plan is to allocate the anticipated revenue between the various categories based on the advisory measures and overall community need. An update to the MSE Spending Plan is required based on voter desire to receive an update bi-annually and Council's request to update the MSE Spending Plan annually. The last MSE Spending Plan was approved by Council on July 3, 2012. We have brought the updated spending plan to Council now so that the MSE Spending Plan projects can be included in the FY 2014 Capital Improvement Program that will be presented for adoption in June with the City's Preliminary Budget.

Discussion

Besides continued road maintenance and the annual long-term loan for debt service related to the Community & Senior Center/Sports Park, the proposed MSE Spending Plan includes the rehabilitation of the Brooks Swim Center; facility improvements at our Library; completion of the final phases of the park irrigation project; and improvements to Clark Field including higher backstop fencing. Due to the increased cost of the Brooks Swim Center Rehabilitation project, the Clark Field project, and the Park Irrigation Project, the addition of the 6th Sports Field at the Sports Park has been removed from the spending plan. Additionally, we have reduced road maintenance programming and the Library facility improvement project has been pushed into FY 2017 to accommodate cash flow restrictions.

Summary of Major Changes to the MSE Spending Plan

Project	Change in Project Costs
Road Maintenance	(\$400,000)
Park Irrigation (Phase 4)	\$200,000
Brooks Pool	\$497,000
Clark Field Improvements	\$150,000
6 th Sports Field	(\$700,000)
Total Changes to Project Costs	(\$253,000)

The \$2,000,000 reserve has been maintained through the plan. This reserve helps the City with short term MSE cash flow on an annual basis, but based on the current assumptions, will be available for allocation in FY2019. As the sunset of the ½ cent tax gets closer, Council can begin discussion of

how best to use the reserve funds. The repayment of the loan of MSE to the Park Development Fund to pay for debt service related to the Community & Senior Center/Sports Park will be available in the future to program towards other projects that fall within the advisory measures.

The current total MSE revenue estimate is \$50.7 million. This is consistent with the out year forecasts contained in the FY2014 Operations & Maintenance budget.

Measure E Spending Plan Summary by Category

Roads	\$16,071,467
Opera House	\$ 852,793
Community Senior Center/Sports Park	\$ 6,857,089
Parks/Pool Rehab/Rec Facilities	\$ 4,101,020
Library Improvements	\$ 873,688
Civic Center Expansion	\$ 329,455
Overhead Allocation	\$ 842,453
Internal Loan for Debt Service	<u>\$18,000,000</u>
Project Subtotal	\$47,927,965
 Reserve	 <u>\$ 2,000,000</u>
	\$49,927,965

The Infrastructure Subcommittee has reviewed the projected revenues as well as the plan for project execution and is recommending Council approval of the MSE Spending Plan. The MSE Spending Plan will be updated for Council review and approval annually.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described. (Note: Changes to the adopted MSE Spending Plan require a 4/5 approval from the City Council.)

Prepared by: Lynn Johnson
Sr. Management Analyst

Reviewed by: Kimberly McKinney
Finance Officer



Paul Navazio
City Manager

Attachments: Resolution
Measure E Spending Plan – 2013

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE UPDATED MEASURE E SPENDING PLAN

WHEREAS, on June 6, 2006 the Woodland voters approved Measure E (MSE) which extended the ½ cent supplemental sales tax collected within the boundaries of and for the benefit of the city of Woodland; and

WHEREAS, on February 6, 2007 the City Council adopted Resolution No. 4804 that approved a MSE Spending Plan and defined a strategy for financing and execution of projects as defined in the advisory ballot measures; and

WHEREAS, the MSE Spending Plan is updated at least bi-annually; and

WHEREAS, a revised MSE Spending Plan was approved by Council on May 13, 2008; and

WHEREAS, a revised MSE Spending Plan was approved by Council on September 21, 2010; and

WHEREAS, as part of the September 21, 2010 Council action, the City Council requested that the Spending Plan be updated annually and that \$2 million of MSE revenue be set aside from project allocation as a reserve target to be programmed at the conclusion of the 12-year tax measure; and

WHEREAS, on March 20, 2012 Council authorized the use of MSE revenue as a loan to the Park Development Fund for the payment of debt service related to the Community Center and Sports Park facilities for FY2012 and directed staff to update project cost estimates and review the draft MSE Spending Plan with the Infrastructure Subcommittee prior to approving the Spending Plan; and

WHEREAS, on July 3, 2012 Council adopted Resolution No. 6085 authorizing the use of MSE revenue to cover on-going debt service requirements related to the Community and Senior Center and Sports Park up to \$2 million per year and directed that a loan be established from MSE to the necessary development fee fund to be repaid to MSE as revenue becomes available, and approved the updated MSE Spending Plan.

NOW, THEREFORE, BE IT RESOLVED, that a change in the use of funds as recommended by the three advisory measures adopted on June 6, 2006 requires a vote of four members of the City Council during a regular meeting following a public hearing.

BE IT FURTHER RESOLVED, that the attached MSE Spending Plan is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Woodland this 23rd day of April 2013, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marlin "Skip" Davies, Mayor

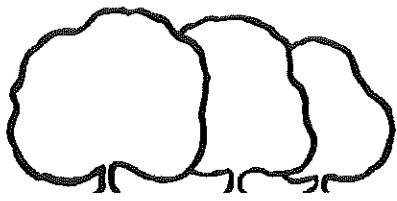
ATTEST:

Ana B. Gonzalez, City Clerk

Measure E Spending Plan - 2013
as of 4/23/13

										Totals								
MSE Annual Revenue (based on Q4-2012 Muni Report)										\$ 22,055,354	\$ 4,217,364	\$ 4,332,041	\$ 4,476,276	\$ 4,626,276	\$ 4,780,405	\$ 4,939,453	\$ 1,234,863.25	\$ 50,662,032.25
		Previous Expenditures								2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	Totals	% of Total
Roads		\$ 6,165,784	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Kentucky Avenue Widening & Recon Grant Match	\$ -	\$ 50,000	\$ 200,000	\$ 250,000	\$ 450,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	E. Main St	\$ -	\$ 50,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	E. Kentucky Avenue Reconstruction Grant Match	\$ -	\$ 105,683	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	O&M Road Maintenance - In House	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Road Program Management	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Contract Pavement Maintenance/Rehabilitation	\$ -	\$ -	\$ 350,000	\$ 1,200,000	\$ 1,150,000	\$ 400,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Subtotal for Roads	\$ 6,165,784	\$ 655,683	\$ 1,800,000	\$ 2,000,000	\$ 2,150,000	\$ 1,750,000	\$ 1,550,000	\$ -	\$ 16,071,467	34%							
Opera House		\$ 582,793	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 852,793	2%							
Library		\$ 273,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
	Library Facility Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -								
	Subtotal for Library									\$ 873,688	2%							
Facilities/City Hall/ADA Facilities		\$ 329,455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329,455	1%							
Community Senior Center/Sports Park Debt Service		\$ 4,955,547	\$ 358,835	\$ 359,149	\$ 358,821	\$ 359,707	\$ 359,623	\$ 105,407	\$ -									
Misc. Park Improvements		\$ 1,708,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -									
	Park Irrigation Phase 3 & 4	\$ -	\$ 430,479	\$ 462,460	\$ -	\$ -	\$ -	\$ -	\$ -									
	Rehabilitation of Brooks Swim Center	\$ -	\$ 128,000	\$ 847,000	\$ -	\$ -	\$ -	\$ -	\$ -									
	Clark Field Improvements	\$ -	\$ 75,000	\$ 390,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -									
	Subtotal for Community Center/Sports Park/Park Maint.									\$ 10,958,109	23%							
Overhead Allocation		\$ 452,453	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 30,000	\$ 842,453	2%							
Long Term Loan for Debt Service on the CCS/Sports Park*		\$ 6,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ -	\$ 18,000,000	38%							
Total Expenditures		\$ 20,467,801	\$ 3,977,997	\$ 5,918,609	\$ 4,433,821	\$ 4,584,707	\$ 4,784,623	\$ 3,730,407	\$ 30,000	\$ 47,927,965								
MSE Fund Balance		\$ 1,587,553	\$ 1,826,920	\$ 240,352	\$ 282,807	\$ 324,376	\$ 320,158	\$ 1,529,204	\$ 2,734,067									
MSE Reserve Target		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000									
Variance		\$ (412,447)	\$ (173,080)	\$ (1,759,648)	\$ (1,717,193)	\$ (1,675,624)	\$ (1,679,842)	\$ (470,796)	\$ 734,067									

* The repayment of the loan of MSE to the Park Development Fund to pay for debt service related to the Community & Senior Center/Sports Park will be available in the future to program towards other projects that fall within the advisory measures.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

13.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: April 23, 2013

SUBJECT: Council Sub-Committee Report:
California Voting Rights Act / District Elections

Recommendation for Action

The sub-committee recommends that the City Council:

- 1) Proceed with placing a Council District ballot measure before the voters at the June 3, 2014 election, and
- 2) Direct staff to return to the Council with a timetable for specific actions needed to place a measure on the June 2014 ballot, and
- 3) Schedule a future discussion of specific elements and timing of converting to district Council elections

Council Goal

Governance / Organizational Effectiveness – Promote local government and city organization committed to meeting the needs of the community, encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.

Fiscal Impact

The fiscal impact of the proposed sub-committee recommendation would consist of the incremental cost (\$30,000) of placing a measure on the citywide ballot for the June 2014 primary election.

Background

At its meeting of January 15, 2013 the City Council established a sub-committee (Marble / Stallard) to evaluate shifting from At-Large to District-based elections for City Council members. This issue arises as a result of the requirements of the California Voting Rights Act, signed into law in 2002 and codified in California Election Code Sections 14025-14032.

With the passage of the CVRA, it became easier for citizens to challenge cities, school districts, community college districts and special districts if these public entities elect their members to its governing body through “at-large” elections and if it can be proven that the votes of minority voters are being diluted. The CVRA does not mandate the abolition of at-large election systems, but makes the use of at-large election systems more susceptible to a legal challenge.

At the City Council meeting of March 19, 2013 the sub-committee provided its initial report, recommending that the City transition to District-Based elections for City Council. This recommendation was made, in part, due to the legal requirements of the CVRA, as well as the benefits that arise out of providing more citizens with the opportunity to seek election to the Woodland City Council. In addition, given the potential for a legal challenge to the city’s current at-large election system, the sub-committee recommended that the City Council establish a process to ensure that the Council and public have maximum flexibility for transitioning to district-based elections.

Discussion

In making the recommendation to transition to district-based elections, the sub-committee recognizes a host of implementation issues that would need to be addressed. These include, but are not limited to, the timing of a ballot measure being brought before the voters, the timing of implementing the first round of district elections, the establishment of district boundary maps, and the process for selecting a Mayor and Vice-Mayor.

At this time, the sub-committee is recommending that the City Council proceed with placing a ballot measure before the voters in June 2014 for transitioning to district-based elections. In order for a measure to appear on the June 2014 ballot, the City Council would likely need to call the election and approve formal ballot language in early January 2014, and forward adopted resolutions to the County Board of Supervisors in early February.

If the City Council concurs with the sub-committee recommendation to place a district-election measure on the June 2014 ballot, the sub-committee would return to the Council within four weeks (by meeting of May 21st) with additional recommendations on the timing of implementing district elections and the timeline and process for consideration of potential district boundary maps.



Paul Navazio
City Manager