CITY OF WOODLAND
300 FIRST STREET
WOODLAND, CALIFORNIA

CITY COUNCIL
CLOSED SESSION AGENDA

JULY 2, 2013

5:00 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B.1 Conference with Labor Negotiators, Pursuant to Section 54957.6
Agency Designated Representatives: Paul Navazio, Sheila McShane, Kimberly McKinney and Dania Torres Wong
Employee Organization(s): Firefighters' Association

B.2 Conference with Real Property Negotiators, Pursuant to Section 54956.8
Property: 027851024
Agency Negotiator: City Manager, Economic Development Manager and City Attorney
Negotiating Parties: Panattoni Development Co.
Under Negotiation: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/
WOODLAND FINANCE AUTHORITY

6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

This an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

E. COMMUNICATIONS–COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

Council Long Range Calendar
Recommendation: Informational Item

F. PRESENTATIONS

1. Receive Report from the Water Utility Advisory Committee
Recommendation: that the City Council receive the report of the Water Utility Advisory Committee (WUAC), and, if appropriate, provide comments, suggestions and/or direction for further work

G. CONSENT CALENDAR

2. Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #2
Recommendation: that the City Council approve amendment #2 to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $52,726; authorize the City Manager to execute the agreement

3. Adopt Resolution Authorizing the Submittal of Grant Applications to CalRecycle
Recommendation: that the City Council adopt Resolution No. _____ and authorize staff to submit applications to the California Department of Resources Recycling and Recovery (CalRecycle) for any grants for which the City is eligible during the period of July 2, 2013 to July 1, 2018, and authorize the Public Works Director, or his/her designee, to execute CalRecycle grant documents on behalf of the City

4. Clark Field Renovation Project CIP 13-03; Approve Plans and Specifications, Authorize Bid Advertisement and Authorize the City Manager to Execute the Construction Contract
Recommendation: that the City Council approve the plans and specifications, authorize bid advertisement, and authorize the City Manager to execute the construction contract with the lowest, responsive, responsible bidder if bids are within 115% of the $340,000 engineer's construction estimate

5. Special Assessment Tax Roll Collections
adopts Resolutions Nos. ______ Requesting Collection of Charges on Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and the Community Facility Districts as described herein

6. Transportation Development Act Claim
Recommendation: that the City Council Adopt Resolution No. ____ Authorizing Filing of the Annual Transportation Development Act Claim with the Sacramento Area Council of Governments

7. First Amendment to YMCA Wellness Center Use Agreement
Recommendation: that the City Council authorize the City Manager to execute the first amendment to the Wellness Center Use Agreement with the YMCA of Superior California for their use of the Fitness and Wellness Center at the Community & Senior Center

8. Pioneer Investors LLC – Heidrick Ranch Phase II Development Agreement
Recommendation: that the City Council consider the Planning Commission's recommendation to Adopt Ordinance No. _____, approving the Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval and clarification of the construction of

infrastructure at the intersection of Harry Lorenzo Avenue and Farmers Central Road

9. Authorize the City Manager to purchase Technology Network Upgrades
Recommendation: that the City Council authorize the City Manager to purchase storage equipment to refresh portions of the technology infrastructure for an amount up to $100,000 for the storage area network (SAN), plus annual support contract

10. Second Reading of Ordinance Amending Chapter 14A of the Woodland Municipal Code Relating to Administrative Citations
Recommendation: that the City Council Adopt Ordinance No. 1551 Amending Chapter 14A of the Woodland Municipal Code Relating to Administrative Citations

11. Second Reading of Ordinance Amending Chapter 15A of the Woodland Municipal Code Relating to Aggressive Solicitation
Recommendation: that the City Council Adopt Ordinance No. 1552 Amending Chapter 15A of the Woodland Municipal Code Relating to Aggressive Solicitation

12. Amend Professional Services Agreement for the Southwest Tank and Pump Station Project, CIP 08-33
Recommendation: that the City Council approve the increase in the Professional Services Agreement for the Southwest Tank and Pump Station Project, CIP 08-33 in an amount not to exceed $91,178 with West Yost Associates and authorize the City Manager to execute the amended agreement

13. Approve the Acceleration of Funds to the Army Corps of Engineers for Funding the Charette for the Lower Cache Creek Feasibility Study
Recommendation: that the City Council approve the acceleration of funds in the amount of $146,500 to fund the Charette for the Lower Cache Creek Feasibility Study CIP #09-15 and authorize the City Manager to sign the agreement

14. Approve the Contract for Wood Rodgers, Inc. to update the Storm Drainage Facilities Master Plan for the Spring Lake area and Gibson Storm Channel, CIP #11-13
Recommendation: that the City Council approve the contract for Wood Rodgers, Inc. for $227,604 to update the Storm Drainage Facilities Master Plan (SDFMP) for the Spring Lake and Gibson

Channel drainage areas, CIP #11-13 and authorize the City Manager to execute the agreement

15. FY 2013/14 Annual Appropriations Limit
Recommendation: that the City Council adopts Resolution No. _____ approving the City of Woodland's fiscal year 2013/2014 Appropriations Limit

16. Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01; Award Construction Contract
Recommendation: that the City Council award the construction contract for the Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01 in the amount of $371,667.68 for base bid only to Procida Landscape, Inc., Sacramento CA

17. Adopt a Resolution in Support of the Creation of a Working Group to Study and Advance the Freight Rail Realignment in Central and Eastern Yolo County
Recommendation: that the City Council adopt Resolution No. _____ _____ in support of the creation of a working group to study and advance the freight rail realignment in central and eastern Yolo County

18. License Agreement with Democrat Investors, LLC, for a portion of 701 Main Street (Heritage Plaza)
Recommendation: that the City Council adopt the attached Resolution No. _____ authorizing the City Manager to enter into a License Agreement with Democrat Investors, LLC, for 701 Main Street substantially consistent with the "draft License Agreement terms" identified in this staff report

H. PUBLIC HEARINGS

19. Public Hearing: Fact-Finding Panel's Report and Recommendations
Recommendation: that the City Council 1) Receive the report and recommendations from the fact-finding panel for the Woodland Professional Firefighters Association (WPFA); 2) Hold a public hearing on the fact-finding report as required by Government code Section 3505.7; and 3) Consider approval of Resolution No. _____ establishing the terms and conditions of employment, superseding provisions of expired Memorandum of Understanding

20. Waste Management Liens
Recommendation: that the City Council Conduct a Public Hearing to Receive Input from Property Owners and Adopt Resolution No. ____, "A Resolution Requesting Collection of Charges on Tax Roll".

21. Gateway Landscaping and Lighting District
Recommendation: that the City Council conduct a public hearing and adopt Resolution No. ____ to approve the fiscal year 2013/2014 annual levy report and Resolution No. ____ ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District

22. Spring Lake Landscaping and Lighting District
Recommendation: that the City Council conduct a public hearing and adopt Resolution No. ____ to approve the fiscal year 2013/2014 annual levy report and Resolution No. ____ ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District

23. Public Hearing to Receive Comments Concerning the Renewal of Assessment for Woodland Visitor Attraction District; Adoption of Resolution Confirming the Assessment Report; and Adopt Resolution to authorize City Manager to Sgn Administrative Agreement with Yolo County Visitor's Bureau
Recommendation: that the City Council hold a Public Hearing to receive comments concerning the renewal of the 2013-2014 Annual Assessment for the Woodland Visitor Attraction District (BID); and the Adoption of a Resolution confirming the 2013-2014 Annual Assessment Report and approve resolution to authorize the City Manger to sign the Administrative Agreement with Yolo County Visitors Bureau to implement the Visitor Attraction District

I. REPORTS OF THE CITY MANAGER

24. $2,256,000 City of Woodland - Community Facilities District No. 2004-1 (Spring Lake) - Subordinate Special Tax Bonds, Series 2013C
Recommendation: that the City Council City Council adopt Resolution No. _____ authorizing the execution and delivery of a bond issuance agreement; authorizing the issuance of subordinate special tax bonds; and approving certain other actions related thereto

25. Update on Draft Climate Action Plan and Related Sustainability Efforts
Recommendation: that the City Council receive the presentation on the draft Climate Action Plan and related efforts and provide direction regarding additional information or actions desired

a) Support for Senate Bill 43 (Wolk), Shared Renewable Energy Self-Generation
Recommendation: that the City Council provide the attached letter of support for Senate Bill (SB) 43

b) Contract with TerraVerde Renewable Partners for Comprehensive Energy Management Services
Recommendation: that the City Council authorize the City Manager to sign an agreement with Terra Verde Renewable Partners (TerraVerde) for 3 years of comprehensive energy management services

26. City Council Priority Goals – 2012-2014 Update
Recommendation: that the City Council receive this informational staff report summarizing progress made to date on the City Council's Priority Goals for 2012-14

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint City Council/Woodland Finance Authority/ Successor Agency meeting of the City of Woodland scheduled for Tuesday, July 2, 2013 was posted on June 28, 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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Informational Only

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Long Range Calendar

Recommendation for Action

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

Background

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

Prepared by: Ana Gonzalez
City Clerk

Reviewed by: Paul Navazio
City Manager

for Paul Navazio
City Manager

Attachment

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday,July 1, 2013 **CLOSED SESSION**

Tuesday,July 16, 2013 **SPECIAL MEETING**

Approve Plans & Specifications for West Woodland Avenue Sewer Rehabilitation, CIP 14-17, Authorize Bid Advertisement
Approve Plans & Specifications for Ashley Gate Rehabilitation, CIP 14-12, Authorize Bid Advertisement
Authorize Award of Contract for CIP 08-33, First Ground Level Tank
Approve Final Subdivision map 5004 Parkview

Tuesday, August 6, 2013 **RECESS** **Regular Meeting**

Tuesday, August 20, 2013 **Reports due 8/6** **Regular Meeting**

Receive Sewer Rate Study and Set Prop 218 Public Hearing – Sewer Rates
Accept Public Improvements for Subdivision 4675; Parkside
CDD Quarterly Status Report
Citizens Advisory Committee CVRA Report

WOODLAND GENERAL PLAN UPDATE – UPCOMING EVENTS

2013	
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)

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
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

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
1.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Receive Report from the Water Utility Advisory Committee

Recommendation for Action

Staff recommends that the City Council receive the report of the Water Utility Advisory Committee (WUAC), and, if appropriate, provide comments, suggestions and/or direction for further work.

Council Goal

This recommendation is consistent with the City's goal for Fiscal Stability as well as Infrastructure. A regular review and update to our sewer rates allows for adequate funding to maintain our existing infrastructure thereby reducing the long-term cost of maintenance and replacement needs.

Fiscal Impact

There is no direct fiscal impact from the WUAC's report.

The proposed sewer rates that have been reviewed by the Committee will provide increased revenue to fund long-term infrastructure maintenance and repair projects, on-going wastewater operations and maintenance activities, and provide adequate revenue for existing and future sewer related bond debt.

There is no cost to the City's general fund.

Background

At its November 3, 2009 meeting, the City Council requested formation of a Water Rate Advisory Committee (WRAC). The committee began meeting in June 2010 and on April 5, 2011, the WRAC presented its first report to Council. Subsequently, the WRAC was renamed as the Water Utility Advisory Committee (WUAC) to better represent the breadth of issues subject to their review and input relating to the City's utility systems. The Committee includes a diverse cross-section of residents and business owners from Woodland so that a variety of interests and perspectives can be considered in review of utility issues and their impact on the community as a whole. Although the committee has been involved in water related topics since their formation, this is their first comprehensive review of the City's wastewater collection and treatment system.

Discussion

The WUAC began reviewing the various components of the wastewater collection and treatment system in March 2012. Their review included a presentation on the sewer collection system, a presentation and tour of the City's Water Pollution Control Facility (WPCF) and multiple reviews of the Sewer Capital Improvement Program (CIP). Additionally, they were involved with discussion of the existing sewer related bond debt and its complexities and the need for future bond financing to support the CIP.

HDR Engineering, Inc. (HDR) was retained by the City of Woodland in 2012 to perform a comprehensive sewer rate study including a revenue requirement analysis, a cost of service analysis, and a rate design analysis, to address the adequacy and equity of rates within the sewer utility. The ultimate purpose of the study was to determine how best to provide an adequate revenue stream to fund the City's sewer collection system and WPCF operations and maintenance, sewer CIP, and to refinance City bond debt incurred in 2002. Since the City has not increased the sewer rates since 2008, the existing revenue stream has not kept pace with the cost of operations and maintenance nor does it provide adequate on-going revenue to begin several large scale CIP projects necessary for the WPCF to continue to operate effectively and efficiently. Additionally a more favorable bond market has increased our desire to consider refinancing sewer debt issued in 2002 to decrease the interest rate and to convert the bonds from lease revenue to sewer revenue bonds, thus detaching them from the City's general fund.

In May 2013, HDR presented a draft report on the proposed sewer rates to the WUAC. The committee reviewed different rate scenarios and looked at different ways of allocating costs between the types of customers. Volume based sewer rates were reviewed for both commercial and residential customer classes. Through a series of meetings, both with and without City staff in attendance, the WUAC provided input and gave additional direction to staff. Their ideas and suggestions have been considered in the development of the draft rate study.

The completed Sewer Rate Study and a request to set a Public Hearing will be presented to the Council on August 20, 2013.

The attached report is the culmination of a great deal of time and effort on the part of the WUAC. Members of the committee will be available at the Council Meeting to discuss their report.

Conclusion

Staff recommends that the City Council receive the report of the Water Utility Advisory Committee (WUAC), and, if appropriate, provide comments, suggestions and/or direction for further work.

Prepared by: Lynn Johnson
Senior Management Analyst

Paul Navazio
City Manager

Attachment: Water Utility Advisory Committee Report to City Council – July 2, 2013

Water Utility Advisory Committee
Report to City Council
July 2, 2013

The committee began its discussions about the City's wastewater collection and treatment system in September 2012. After meeting with City staff and consultants and touring the wastewater treatment facility, we have the following recommendations:

1. We recognize that the proposed sewer rates are necessary. We expect to see better planning to meet system needs going forward.
2. We are concerned about the reaction of the City's ratepayers to this proposed rate increase and the lack of a plan should the Proposition 218 protest succeed.
3. We would like to see annual reports to Council by Public Works staff that detail capital and O&M needs and anticipate system problems. These should go through a concurrent review by a citizen's committee.
4. To address concerns about fairness, an evaluation of volume-based sewer rates for residential customers should commence in two years for possible implementation in three years.
5. The committee is concerned that we did not learn about two consultant reports detailing problems at the City's wastewater treatment plant at the time we toured the facility. Our committee cannot be effective with incomplete data. We would like to receive information, both positive and negative, in a more timely manner.

Other items for the committee to consider in 2013 are the WDCWA RFP results, drinking water fluoridation, and the City's stormwater utility. The committee will issue a full report to Council at the end of 2013.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
2.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #2

Recommendation for Action

Staff recommends that the City Council approve amendment #2 to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $52,726, and authorize the City Manager to execute the agreement.

Fiscal Impact

Approval of amendment #2 for Project 09-15 will bring the total not to exceed cost for hydraulics and hydrology design services to $141,078. This project is included in the FY 12/13 Capital Budget approved by Council on June 19, 2012. The total project budget is $1,400,000 with funding being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on January 17, 2012. This storm drain fund liability will have to be included in future storm drain rate study calculations. Depending on the results of this additional alternative analysis, there may be additional work necessary as part of the Hydraulics and Hydrology feasibility study phase. One of the outcomes of this phase will be a more complete estimate of total Flood Solution Costs.

There is no impact to the General Fund.

Background

The original contract with Wood Rodgers was signed on July 2, 2012 to examine Cache Creek Floodways that did not impact the Cache Creek Settling Basin (CCSB) as part of the Cache Creek Feasibility Study. This Contract Amendment is being presented to Council for the following reasons:

- The City of Woodland Purchasing Policy requires Council approval when a contract amendment exceeds 25% of the original Contract amount. This Contract Amendment is for $52,726, thereby exceeding 25% of the original $46,000 contract amount.

- This Contract will examine two other alternatives that differ from the alternatives identified in the original contract and first amendment in order to reduce the real estate costs for the project by changing ground surface elevations, and modifying the Cache Creek Settling Basin and in the sixth alternative combining the fifth, including modification of the West and South levees of the CCSB, and flood protection of residential structures in the Cache Creek floodplain with increasing the volume of flow to the north of Cache Creek in the existing northern floodplain.

- This analysis is applicable to the City of Woodland's local cost share of the Cache Creek Feasibility study. In addition, the work done will also inform the project analysis for the Lower Sacramento River and North Delta portion of the local plans in the Central Valley Flood Protection Plan (CVFPP).

- Staff wants to examine alternatives that protect the rural residential structures, minimizes real estate costs, minimizes impacts to City of Woodland infrastructure, and minimizes but does not eliminate impacts to the CCSB. This solution would also quantify the impacts to sediment storage in the CCSB, floodplain, and Yolo Bypass. The City of Woodland staff could use the sediment impacts to quantify preliminary mitigation actions for a Cache Creek flood solution.

- The information developed in this Contract and Amendments will be used in discussions with all stakeholders. These stakeholders are State and Federal agencies, local government agencies, residents, businesses, and community organizations.

Discussion

One of the requirements of SB 5 and its companion legislation is that municipalities certify that the new development in its urban area is protected to the 200-year level. This analysis will include floodplain analysis for definition of the 20, 50, 100, 200, and 500 year with and without project floodplains. The identification of locally acceptable Cache Creek flooding solution needs to be identified in order to obtain funding for implementation from State (CVFPP) or Federal funding sources. It will also allow the identification of the beneficiaries (local, regional, state, and Federal) to assign the costs of the project to the benefited parties.

This work will also allow the City of Woodland and Yolo County to discuss the flood problem and solution with the residents and land owners living in the floodplain in either public or small group meetings. It is important that these stakeholders understand the problem, how the solution was developed, and the results (positive and negative) of the solution on their property, the County, the

City, and region. This should help with public acceptance and support for the solution that is developed to solve the Cache Creek flood problem.

Conclusion

Staff recommends that the City Council approve amendment #2 to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $52,726, and authorize the City Manager to execute the agreement.

Prepared by: Mark Cocke
Senior Civil Engineer

Prepared by: Brent Meyer
City Engineer

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Enclosures: Contract Amendment including scope for two additional alternatives.

ARTICLE 1. PARTIES AND DATE

This Second Amendment to the Professional Services Agreement ("Second Amendment") dated as of the __________day of ____________, 2013_ is entered into by and between the City of Woodland ("City") and Wood Rodgers, Inc. a Corporation; ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated 2nd day of July, 2012 ("Agreement"), whereby Consultant agreed to **provide hydraulics and hydrology design services related to solutions development for flooding on the Cache Creek floodplain.**

2.2 City and Consultant now desire to amend the Agreement to increase the amount of compensation, extend the term of the Agreement, revise the Scope of Services in accordance with the Consultant's proposal dated 04/05/2013 attached hereto. The total compensation for the Second Amendment shall not exceed Fifty two thousand, seven hundred and twenty-six dollars ($52,726.00).

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]

City Of Woodland

By: ______________________________
Paul Navazio
City Manager

Wood Rodgers Inc.

By: ______________________________
Jonathan Kors
Principal

ATTEST:

____
Ana B. Gonzalez, City Clerk

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

ALTERNATIVES TO BE DEVELOPED AND ANALYZED

The proposed Alternative 4 and Alternative 5 will redirect a portion of Cache Creek flood flows over the north creek bank on to existing agricultural land. The preliminary location for this flow redirection is approximately 2 miles upstream of Interstate 5 (I-5). Key differences in the two alternatives are described below:

Alternative 4

Under Alternative 4, flow through the existing Cache Creek levee system will be maximized, with the remainder re-directed over the north creek bank. The anticipated location where this flow split will occur is near river mile 13. Prior analysis defining the base condition, performed by Wood Rodgers under Alternative 1 and 2, determined this to be 30,000 cubic feet per second (cfs) (where all freeboard capacity is used).

This design alternative would lower the existing creek bank and adjacent farmlands to create an earthen weir allowing flow above the 30,000 cfs water surface elevation (WSEL) to spill onto adjacent farm lands. The width of the weir would be designed to release a quantity of flow approximately equivalent to the difference between the 200-year creek flow (66,250 cfs) and the base flow (30,000 cfs).

The location of the weir will be selected to minimize acquisition of existing residential structures and farm buildings, while minimizing the risk of damage resulting from the flows leaving the Creek. The width of the weir is anticipated to be approximately 4,250 lineal feet.

Excess flow not captured by the Cache Creek levee system would be allowed to back up against and overtop I-5, similar to the existing condition.

The interceptor channel developed under Alternative 1, 2, and 3 would not be constructed. Drainage improvements required to service the needs of parcels within the City urban limit line would revert to the facilities described in the 2006 Master Drainage Plan.

Alternative 5

Alternative 5 will be explored as an intermediate solution between the extremes offered under Alternative 3 and 4.

Under alternative 5, a flow split along Cache Creek allowing excess peak flows to spill over the north bank would be maintained as provided in Alternative 4, but at a higher weir elevation. The weir height would be set at the 50-year WSEL (approximately 50,600 cfs), where the excess between the 200-year peak flow (66,250 cfs) and the proposed weir height would be allowed to flow across adjacent farmlands to the north (approximately 16,000 cfs).

For the remaining 50,600 cfs remaining in the Cache Creek corridor, the flow in excess of the base flow (approximately 30,000 cfs) would spill from the levee system, as in Alternatives 1, 2, and 3. This flow would be accommodated by a newly designed bypass channel, accommodating the overflow in the narrowest channel possible. It is anticipated that narrowing the channel will have significant cost savings on the highway and rail crossing facilities.

Expanding upon the analysis provided with Alternative 3, channel geometry modification will be incorporated along the eastern City limits near the Cache Creek Settling Basin. An elevated railway will be modeled at the UPRR Short-line adjacent East Main Street, allowing flow to pass under, rather than over the railway. This is anticipated to significantly lower the downstream water surface elevations and impacts to the Cache Creek Settling Basin.

PROPOSED KEY STAFF

The key staff which performed the analyses in support of the November 2012 report will be utilized to develop the additional alternatives.

SCOPE OF WORK

Task A – Perform Project Management

As part of this Task, Wood Rodgers will manage the work and perform the necessary coordination with the City to complete the work. It is anticipated that the work will occur over approximately six to eight weeks. One meeting with the City is anticipated for Task A.

- Assumptions: One two hour meeting with the City. Six to eight weeks of Project Management.

Task B – Develop Flood Risk Reduction Alternatives

For Task B, Wood Rodgers will develop the flood risk reduction alternatives described above. The alternative features, general configuration, capacity, and other pertinent characteristics will be developed. Hydrologic and hydraulic analyses necessary to develop the alternatives will be performed as part of this Task.

For the additional hydraulic modeling analysis, Wood Rodgers would utilize the existing TUFLOW model prepared under "Task Order No. 1, I-5 and Cache Creek Settling Basin Hydraulic Impacts Analysis", along with adaptations made for the November 2012 analysis and the January 2013 analysis.

- Assumptions: Development/refinement of two (2) alternatives consistent with the Alternative Description section above.

- Deliverables: Analyses performed as part of this Task will be incorporated into the updated Project Report, as described under Task C.

<u>Task C – Perform Alternatives Analyses</u>

Following the completion of Task B, Wood Rodgers will perform analyses of the defined alternatives. The alternatives will be qualitatively analyzed for cost, feasibility of implementation, environmental impact, and other measures as may be appropriate.

A draft and final report will be prepared to convey the results of the analyses. The report will be prepared as an update of the November 2012 Report, incorporating the previous analysis. Figures showing the new alternatives' features, their configurations, the extent of residual flooding, and the resulting reduction in the 100-year floodplain, will be presented. Planning-level cost estimates for the alternative will be developed and included within the report appendix.

The planning-level cost estimate will be developed using bid tabulations for relevant projects constructed recently within the Sacramento Valley. Where relevant bid tabulation data is not available, published unit cost data will be referenced from R.S. Means' *Heavy Construction Cost Data*, or other relevant cost-estimating sources. In addition, Wood Rodgers will discuss applicable mass grading costs with experienced land-leveling contractors. Costs for planning, engineering design, environmental compliance, and construction management will be determined based upon an appropriate percentage of the construction cost. Cost contingencies of 25 percent (or other appropriate value determined in consultation with the City) will be incorporated into the estimate.

- Deliverables: Four (4) Copies of a Draft Report and a Final Project Report will be provided to the City's Program Manager.

<u>Budget</u>

Wood Rodgers' proposed budget for this work is shown on **Table 1**.

Schedule

It is proposed that the Draft Report be delivered to the City's Program Manager within eight (8) weeks of receiving a signed Notice to Proceed (NTP) with the work. Following receipt of comments, the Final Report will be prepared within two (2) weeks of the receipt of comments.

TABLE 1
CITY OF WOODLAND
FLOOD RISK REDUCTION ALTERNATIVES FORMULATION
PROPOSED BUDGET - ALTERNATIVES 4 AND 5 DEVELOPMENT AND ANALYSIS

	DIRECT LABOR CLASSIFICATIONS									
	Principal Engineer II (Project Manager)	Associate Engineer II	Associate Engineer	Engineer III	Engineer I	Administrative Assistant	TOTAL HOURS	DIRECT LABOR	REIMBURSABLES	TOTAL
TASK	$195	$150	$160	$130	$105	$80				
A. Perform Project Management	8	8	4	8		2	30	$4,520	$113	$4,633
B. Develop Flood Risk Reduction Alternative	8	40	40	60	40		188	$25,160	$629	$25,789
C. Perform Alternative Analysis	8	40	32	40	40	4	164	$21,760	$544	$22,304
	24	88	76	108	80	6	382	$51,440	TOTAL	$52,726

Wood Rodgers, Inc. Page 1 of 1 4/5/2013

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
3.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Adopt Resolution Authorizing the Submittal of Grant Applications to CalRecycle

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. _____ and authorize staff to submit applications to the California Department of Resources Recycling and Recovery (CalRecycle) for any grants for which the City is eligible during the period of July 2, 2013 to July 1, 2018, and authorize the Public Works Director, or his/her designee, to execute CalRecycle grant documents on behalf of the City.

Fiscal Impact

There is no cost associated with the action. Any grant monies acquired from CalRecycle would be used to augment Solid Waste and Recycling budgets and programs.

Discussion

Public Resources Code, Division 12.1, Chapter 7, Section 14581(a)(5) authorizes CalRecycle to issue up to $1,500,000 annually in the form of grants for beverage container recycling programs. The grant funding is used by communities to address recycling challenges, aid in increasing beverage container collection, and reduce beverage container litter in the waste stream.

CalRecycle announced the application process for the Fiscal Year 2013/14 grant cycle on June 5. A total of $1,500,000 is available for this cycle, subject to funding availability and passage and enrollment of the Fiscal Year 2013/14 Budget Act. Applications must be submitted to CalRecycle by July 17, 2013. Grant awards will range from $5,000 to $250,000.

CalRecycle grant procedures require that an applicant's governing body declare by resolution: (1) authorization for submittal of an application for one or more specifically named CalRecycle grant(s) or for all CalRecycle grants for which the applicant is eligible; (2) the period during which the authorization is valid; and (3) the job title of the person authorized to sign all grant-related documents. CalRecycle encourages governing bodies to provide authorizations for up to 5 years.

Staff intends to apply for Fiscal Year 2013/14 grant funding to support City efforts to expand waste recycling at commercial facilities and multifamily residential complexes through educational outreach and assistance. Staff anticipates applying for funding for similar purposes in future grant cycles.

Accordingly, staff requests authorization to submit grant applications to CalRecycle for a 5-year period, with the Public Works Director, or his/her designee, empowered to execute all grant documents.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ and authorize staff to submit applications to CalRecycle for any grants for which the City is eligible during the period of July 2, 2013 to July 1, 2018, and authorize the Public Works Director, or his/her designee, to execute CalRecycle grant documents on behalf of the City.

Prepared by: Roberta Childers
Environmental Resource Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio
City Manager

Attachment: Resolution

CITY OF WOODLAND

RESOLUTION NO. _________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING SUBMITTAL OF APPLICATIONS FOR CALRECYCLE GRANTS FROM JULY 2, 2013, THROUGH JULY 1, 2018

WHEREAS, Public Resources Code sections 40000 et seq. authorize the California Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland authorizes the submittal of applications to CalRecycle for all grants for which the City of Woodland is eligible; and

BE IT FURTHER RESOLVED that the Public Works Director, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Woodland all grant documents, including but not limited to applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant projects; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution, from July 2, 2013 through July 1, 2018.

PASSED AND ADOPTED by the City Council this 2nd day of July, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 4.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Clark Field Renovation Project CIP 13-03; Approve Plans and Specifications, Authorize Bid Advertisement and Authorize the City Manager to Execute the Construction Contract

Recommendation for Action

Staff recommends that the City Council approve the plans and specifications, authorize bid advertisement, and authorize the City Manager to execute the construction contract with the lowest, responsive, responsible bidder if bids are within 115% of the $340,000 engineer's construction estimate.

Fiscal Impact

Clark Field Renovation project is fully funded by the Measure E spending plan approved by City Council on April 23, 2013. $75,000 was approved in FY 12/13 and $390,000 was approved for FY 13/14 for a total of $465,000.

The engineer's estimate of construction costs is $340,000 including base bid and bid alternate. The difference between the total project budget and the engineers estimate is the amount budgeted for design, construction contingency and construction management.

Background

Clark Field is used year-round by several users, including Woodland High School, Babe Ruth and the American Legion leagues. Baseball season runs annually from February to October.

This project will replace the aging backstop at Clark Field. The existing backstop does not stop foul balls from flying into the adjacent streets and neighborhoods. The purpose is to reduce the number of foul balls that leave the park and that could potentially harm property and people.

In addition to the replacement of the backstop, the project will also include relocation of the speakers on the backstop and replacement of the gates and base boards. The fences along the base lines will also be replaced to control foul balls. ADA ramps at the corner of Grand Ave. and Beamer St. and another on Beamer St. at N. McKinley Ave. are being included as a bid alternate and may be awarded depending on bid prices.

Discussion

Upon Council authorization, the project bids will be solicited with an approximate bid opening date of early August and construction start in October.

Staff is making an effort to complete construction during baseball off-season and have the field back in operation for the 2014 season. To meet this schedule, staff is requesting that Council authorize the City Manager to execute the construction contract.

Conclusion

Staff recommends that the City Council approve the plans and specifications, authorize bid advertisement, and authorize the City Manager to execute the construction contract with the lowest, responsive, responsible bidder if bids are within 115% of the $340,000 engineer's construction estimate.

Prepared by: Clara Olmedo
Assistant Engineer

Reviewed by: Brent Meyer
City Engineer

Reviewed by: Ken Hiatt
Community Development Director

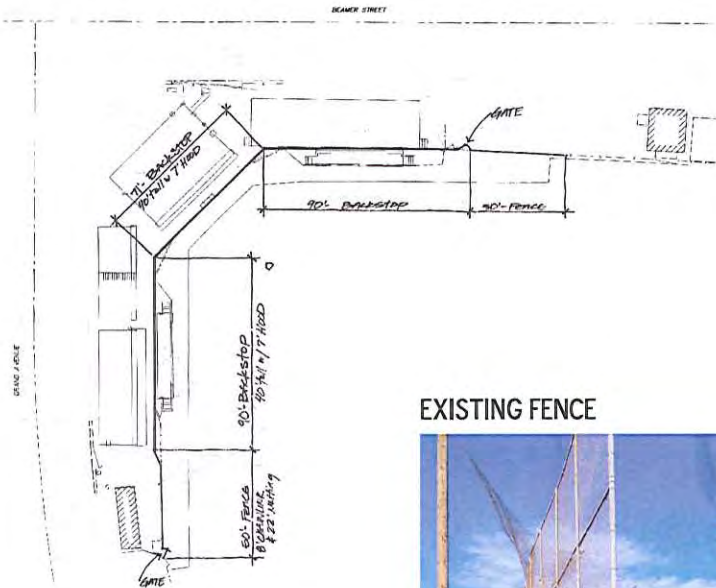
Paul Navazio
City Manager

Attachment: Clark Field Layout

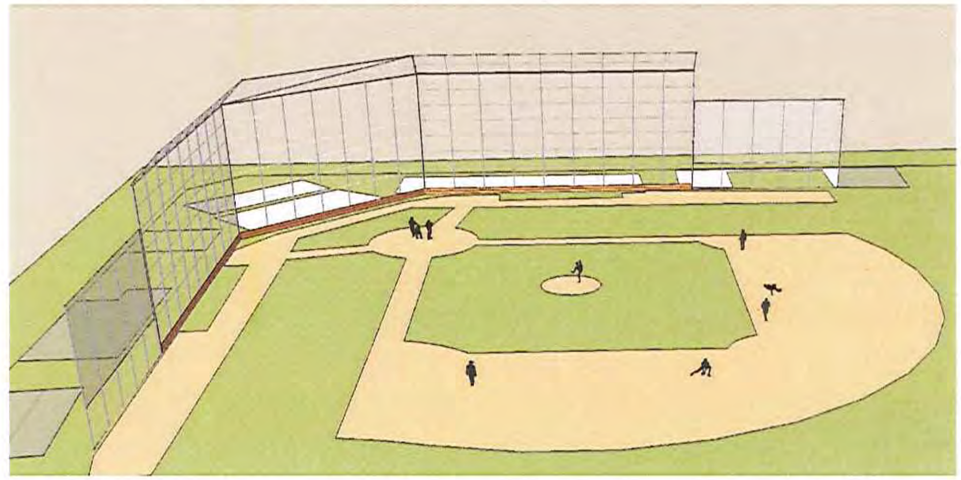
CLARK FIELD CONCEPT LAYOUT

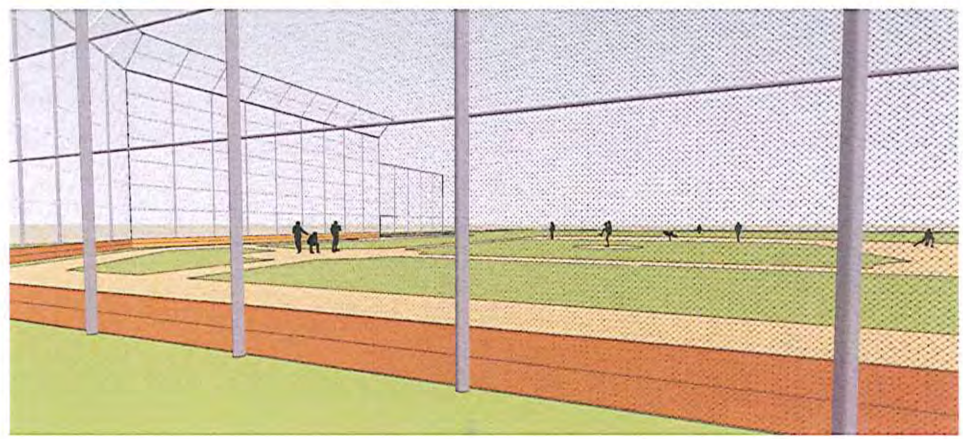
1/17/13

BACKSTOP AND FENCE- PLAN VIEW

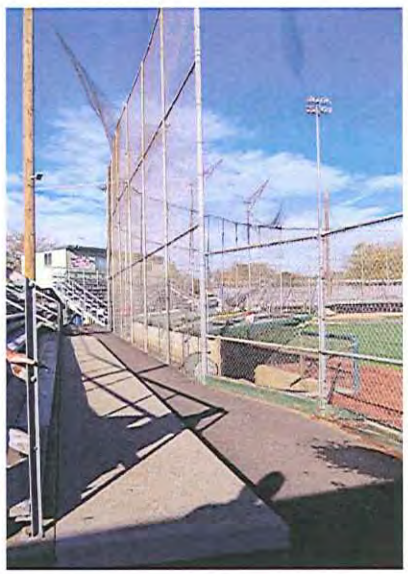


BACKSTOP AND FENCE- COMPUTER MODEL





EXISTING FENCE



FENCE WITH NETTING EXAMPLE

Callander Associates
Landscape Architecture
Park and Recreation Design
Neighborhood Parks

CLARK FIELD BACKSTOP REPLACEMENT PROJECT

City of Woodland

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 5.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Special Assessment Tax Roll Collections

Recommendation for Action

Staff recommends that City Council adopts Resolutions Nos. ______ Requesting Collection of Charges on Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and the Community Facility Districts as described herein.

Fiscal Impact

Total City assessments that would be collected through County property tax rolls for special districts described herein are $6,930,456, which have been projected in the FY 2013/14 budget; County fees of $10,178 for collection of assessments are also included in the FY 2013/14 budget.

Background

In conjunction with the annual collection of property taxes, Yolo County collects special assessment taxes on behalf of the City of Woodland. These special assessments include the following:

Lighting and Landscape Districts (Spring Lake, Gateway, Gibson Ranch, North Park, Streng Pond and West Wood);

Assessment Districts (Fire Suppression, Beamer Kentucky and East Main);

Community Facility Districts (Spring Lake Maintenance, Gibson Ranch CFD No. 1, and Spring Lake CFD 2004-1)

For the 2013-2014 tax levies, Yolo County is requiring resolutions to be passed authorizing the collection of the special assessments by Yolo County and also releasing Yolo County from any liability which may arise regarding the collection of the special assessments. The six parts of the resolutions are summarized as follows:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls the related special assessment(s) detailed on each of the resolutions.

2. The City acknowledges that all special assessments comply with all requirements of state law which includes Proposition 218.

3. The City releases and discharges the County from any potential liability or expenditures arising from the collection of any special assessments authorized by the City.

4. In the event of a judgment against the City arising from the collection of the special assessment(s), the County may offset the amount of the judgment from any monies collected by the County on behalf of the City including property taxes.

5. The City will agree to cooperate with the County in answering questions related to special assessments and the City will not refer inquirers to County staff for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs related to the collection of the special assessments as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments excluding the East Main and Beamer Kentucky Special Assessments. For the Beamer Kentucky and East Main Special Assessments, the County is charging an annual $16 levy fee per parcel. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

Discussion

The intent of the resolutions is to specify the County and City's respective responsibility regarding the collections of special taxes, fees and assessments as required by Proposition 218. All of the conditions expressed in the resolutions, including compliance with Proposition 218 and collection of the annual assessments, have been in existence throughout the life of each of the assessments discussed herein. Annual approval of these resolutions is required by the County to ensure these practices are documented in a specific and formal manner.

Recommendation for Action

Staff recommends that City Council adopts Resolutions Nos. _____ Requesting Collection of Charges on Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and the Community Facility Districts as described herein.

Prepared by: Kim McKinney
Finance Officer

Paul Navazio
City Manager

Attachments

RESOLUTION NO: __________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Woodland (hereinafter "City") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to section 22645 and 22646 of The Streets and Highways Code of the State of California by the City for the following Districts:

Spring Lake Landscaping and Lighting District
Gateway Landscaping and Lighting District
Gibson Ranch Landscaping and Lighting District
North Park Landscaping and Lighting District
Streng Pond Landscape Maintenance District
West Wood Unit No. 1 Landscaping and Lighting District

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND THAT:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,

4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges,

the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments excluding the East Main and Beamer Kentucky Special Assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, _____________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. __________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _________ day of _____________, 2013, by the following vote:

AYES:	Council members:	____________________________
NOES:	Council members:	____________________________
ABSENT:	Council members:	____________________________
ABSTAIN:	Council members:	____________________________

____
Mayor, Marlin Davies

Attest:

_________________________________,
City Clerk, Ana B. Gozalez

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Woodland (hereinafter "City") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code by the City for the following Districts:

City of Woodland Community Facilities District No. 1 (Gibson Ranch)
City of Woodland Community Facilities District No. 2004-1 (Spring Lake)

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND THAT:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,

4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments excluding the East Main and Beamer Kentucky Special Assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF ______________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2013, by the following vote:

AYES: Council members: ______________________________

NOES: Council members: ______________________________

ABSENT: Council members: ______________________________

ABSTAIN: Council members: ______________________________

____
Mayor, Marlin Davies

Attest:

______________________________,
City Clerk, Ana B. Gonzalez

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Woodland (hereinafter "City") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to section 53340 of Government Code of the State of California by the City for the following District:

Spring Lake Maintenance Community Facilities District

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND THAT:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,

4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's

taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments excluding the East Main and Beamer Kentucky Special Assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ____________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. __________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _________ day of _____________, 2013, by the following vote:

AYES: Council members: ____________________________

NOES: Council members: ____________________________

ABSENT: Council members: ____________________________

ABSTAIN: Council members: ____________________________

____
Mayor, Marlin Davies

Attest:

__________________________________,
City Clerk, Ana B. Gonzalez

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Woodland (hereinafter "City") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to section 8682 & 22526(c) of The Streets and Highways Code of the State of California by the City for the following Districts:

East Main Street Assessment District, Series 2001
Reassessment District 93-1 (Beamer Kentucky). Series 2006

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND THAT:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,

4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

RESOLUTION NO: ________________

5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments excluding the East Main and Beamer Kentucky Special Assessments. For the Beamer Kentucky and East Main Special Assessments, the County is charging an annual $16 levy fee per parcel. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF ______________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of _____________, 2013, by the following vote:

AYES:	Council members:	______________________
NOES:	Council members:	______________________
ABSENT:	Council members:	______________________
ABSTAIN:	Council members:	______________________

____
Mayor, Marlin Davies

Attest:

______________________________,
City Clerk, Ana B. Gonzalez

RESOLUTION NO: ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Woodland (hereinafter "City") requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to section 50078 of The Government Code of the State of California by the City for the following District:

Fire Suppression Assessment District

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND THAT:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,

4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's

taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments excluding the East Main and Beamer Kentucky Special Assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ____________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. __________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _________ day of _____________, 2013, by the following vote:

AYES:	Council members:	____________________
NOES:	Council members:	____________________
ABSENT:	Council members:	____________________
ABSTAIN:	Council members:	____________________

____
Mayor, Marlin Davies

Attest:

______________________________,
City Clerk, Ana B. Gonzalez

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
6.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT Transportation Development Act Claim

Recommendation for Action

Staff recommends that the City Council adopt resolution No.______ authorizing filing of the annual Transportation Development Act claim with the Sacramento Area Council of Governments.

Fiscal Impact

If approved, the City of Woodland will be able to claim $3,077,119 in transportation funding, including $2,787,675 in LTF and $289,444 in STA funds. Of this total revenue, $1,534,063 will be available for utilization for City transportation operations and maintenance activities.

Background

Each year, the City of Woodland receives apportionments of funds under the State Transportation Development Act for support of public transportation services. One allocation is the Local Transportation Funding (LTF) which includes deposited revenues from ¼ percent of the sales tax collected on all retail sales in the County. The County-wide LTF is apportioned to the local jurisdictions annually based on population. The second source of funds is an appropriation by the State to a State Transit Assistance (STA) account.

Public transit must be the first priority for use of LTF, but in more rural counties such as ours, any funds remaining after reasonable efforts have been made to meet public transit needs may be used for street and road purposes.

The Sacramento Area Council of Governments (SACOG) administers these funds as our regional transportation planning agency and approves all claims for the use of the money. In order for the City to receive the apportioned dollars, we must file a claim with SACOG, which outlines the intended use of the TDA funds.

Discussion

As mentioned previously, the first priority by law for the use of Woodland's LTF allocations is for transit needs. These transit requirements are handled by the Yolo County Transportation District (YCTD) who submits its annual budget to the City for payment. Any remaining dollars are available for street maintenance, striping, signs, etc., as detailed in the City's O&M budgets. The proposed uses of the FY2013/14 LTF funds are listed on the attached spreadsheet.

STA allocations have not historically been a consistent source of funds available to the City. Any allocation of STA was required to be spent only on transit capital needs; no amounts were permitted for administration or street maintenance. Due to the fuel tax swap enacted by the State in March 2010, this restriction has been temporarily lifted, and STA funds are allowed to be used for operations; as such the City will claim STA funds for FY2013/14 based on estimates from the State Controller's Office and SACOG.

YCTD has been very diligent in keeping their annual operating costs low, with only minimal increases over the last several years. However, as transit service increases in cost, the amount of funding remaining and available for the City's street maintenance program will decrease over time. The 10 year plan for transportation funding takes into account this projected reduction in available funding and relies more heavily on Measure E allocations in the future years. This reliance on Measure E money will be discussed more fully when the revised spending plan is presented to Council for consideration.

Conslusion

Staff recommends that the City Council adopt resolution No.______ authorizing filing of the annual Transportation Development Act claim with the Sacramento Area Council of Governments.

Prepared by: Kim McKinney
Finance Officer

Paul Navazio
City Manager

Attachments: Proposed Usage of 2013-2014 Transportation Development Act Funds
Resolution

Proposed Use of Transportation Development Act Funds
Fiscal Year 2013/14

	LTF	STA	Total
Current Year Apportionment	2,787,675	289,444	3,077,119
Less: SACOG Administration	(83,630)	-	(83,630)
Net Available for City Use	2,704,045	289,444	2,993,489
PROPOSED USAGE:			
Yolobus Services - Operating	929,092	289,444	1,218,536
YCTD Paratransit Service	219,190	-	219,190
Transportation Overhead	12,500	-	12,500
Community Care Car	9,200	-	9,200
Street Maintenance	1,534,063	-	1,534,063
Total	2,704,045	289,444	2,993,489

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING THE ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIM WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

FISCAL YEAR 2013/2014

BE IT RESOLVED by the Council of the City of Woodland that in accordance with Chapter 1400, Statues 197; Chapter 161 and 1002; Statutes 1979; and applicable rules and regulations, the City of Woodland is entitled to file a claim for Transportation Development Act apportionment.

THEREFORE, BE IT RESOLVED that the Finance Officer of the City of Woodland is hereby authorized to file with the Sacramento Area Council of Governments the 2013/14 claim in the amount of $2,787,675 from Local Transportation Funds and $289,444 in State Transit Assistance funds.

PASSED, APPROVED, AND ADOPTED THIS 2nd day of July 2013.

AYES:	Council Members:
NOES:	Council Members:
ABSENT:	Council Members:
ABSTAIN:	Council Members:

Marlin H. Davies, Mayor
City of Woodland

Ana B. Gonzalez, City Clerk
City of Woodland

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
7.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: First Amendment to YMCA Wellness Center Use Agreement

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to execute the first amendment to the Wellness Center Use Agreement with the YMCA of Superior California for their use of the Fitness and Wellness Center at the Community & Senior Center.

Fiscal Impact

Under the executed agreement, the City receives $24,000 per year for lease payments from the YMCA for the Wellness and Fitness Center. Under the proposed amendment, the City would receive $18,000 per year (a reduction of $6000 per year) for lease payments from the YMCA.

Background

The City of Woodland entered into a five year lease agreement with the YMCA of Superior California for the YMCA to operate the Fitness and Wellness Center at the Community & Senior Center on March 1, 2010. The agreement also includes the ability to extend the lease term for five additional years. The agreement includes the payment of $2000 per month for rent in addition to utilities. In October 2011, the YMCA submitted a 60-day notice to terminate the lease due to the inability to generate sufficient revenue to cover monthly expenses. The City met with YMCA representatives to explore possible alternatives to the termination of the lease. The City learned that approximately 65% of the Fitness and Wellness Center members were seniors and wanted to continue to provide an exercise opportunity for them at the Community & Senior Center. The YMCA requested a temporary reduction in the monthly lease payment in order to increase membership, reduce operating expenses, and generate additional revenue. In a letter agreement with the YMCA, the City agreed to reduce the lease amount for the 2012 calendar year (no lease payment from January 2012 through June 2012 and a 50% reduction from July 2012 through December 2012 with the $2000/month payment resuming in January 2013). In January 2013, the YMCA, still unable to generate enough revenue to cover their expenses, requested additional lease reductions from the City.

Discussion

The YMCA has demonstrated the ability to increase revenue and decrease expenses; however, not yet to a break-even level. In 2013 they expanded their services to include a diabetes education and exercise program, conducted a membership drive, and increased advertising. They also rely heavily on volunteers to minimize operating expenses. The City and the YMCA have partnered twice this year on two outreach efforts (the recreation exposition held in March and the Senior Resource Fair held in May) in order to increase the visibility of the Fitness and Wellness Center and increase membership. Given that the YMCA was unable to break-even with the reduced lease amount in 2012, it is infeasible for them to break-even if the lease amount remains at the level in the current agreement ($2000/month). The City and the YMCA have agreed on the following payment schedule: January through March 2013: $1000/month; April through June 2013: $1250/month; and July 2013 through the remainder of the agreement: $1500/month. The City would like to continue the partnership and lease agreement with the YMCA in order for the YMCA to continue to provide exercise opportunities at the Community & Senior Center.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute the first amendment to the Wellness Center Use Agreement with the YMCA of Superior California for their use of the Fitness and Wellness Center at the Community & Senior Center.

Prepared by: Christine Engel
Recreation Manager

Paul Navazio
City Manager

Attachment: First Amendment to Wellness Center Use Agreement

FIRST AMENDMENT TO
WELLNESS CENTER USE AGREEMENT

THIS FIRST AMENDMENT TO WELLNESS CENTER USE AGREEMENT ("First Amendment") is entered into this ___th day of June, 2013, by and between the CITY OF WOODLAND, a California municipal corporation ("City"), and the YMCA of Superior California, a California nonprofit corporation ("YMCA"), on the terms and conditions set forth below.

WHEREAS, the YMCA has been using the Wellness Center, Aerobics Center, and Locker Rooms at the City's Community and Senior Center since March 2010 pursuant to an agreement entered into between the City and YMCA ("Agreement); and

WHEREAS, pursuant to the Agreement, YMCA paid $2,000 per month to the City as rent plus its monthly prorated share of the gas and electric utilities for its use of the Community and Senior Center; and

WHEREAS, YMCA has found that its activities do not generate sufficient revenue to cover its required expenses under the Agreement and asked the City to reduce its monthly rent while continuing to be responsible for its pro rata share of gas and electric utilities; and

WHEREAS, because YMCA provides a valuable service to the community, the City is amenable to reducing the rent.

Section 1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this First Amendment as if set forth in full.

Section 2. Amendment to Section 4(A) of the Agreement. Section 4(A) entitled "Base Rent" is hereby amended to read as follows:

> Upon the execution of this First Amendment, the monthly rent ("Rent") shall be One Thousand Two Hundred Fifty Dollars ($1,250.00) per month through the end of June, 2013. From July 1, 2013 through the termination of the Agreement, the Rent shall be One Thousand Five Hundred Dollars ($1,500.00).
>
> Additionally, the parties agree that because revenues have been insufficient to cover the Rent, the Rent from January 2012 through March 2013 is retroactively reduced to One Thousand Dollars ($1,000.00) per month and from April to May of 2013 retroactively reduced to One Thousand Two Hundred Fifty Dollars ($1,250.00) per month. To the extent that YMCA has paid more Rent to City than provided in this Section 4(A), YMCA shall receive a Rent credit from City.
>
> Rent shall be adjusted as provided in subsection 4(B). Rent shall be payable to the City, 300 First Street, Woodland, CA 95695, or such other address provided by the City and

shall be paid in advance on the first day of each and every calendar month and without demand, deduction, offset, or abatement.

Section 3. <u>No Other Changes</u>. Except as amended by this First Amendment, all other terms and conditions in the Agreement, including YMCA's obligation to be responsible for its monthly prorated share of gas and electric utilities and provisions regarding Rent adjustment, shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Wellness Center Use Agreement effective on the day and year first written above.

CITY OF WOODLAND	YMCA OF SUPERIOR CALIFORNIA ASSOCIATION
By: ______________________ Paul Navazio City Manager	By: ______________________ President
Date Signed: ________________	Date Signed: ________________

Attest:

____
Ana Gonzalez
City Clerk

Approved as to Form:

____
Kara K. Ueda
Best Best & Krieger LLP
City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
8.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Pioneer Investors LLC – Heidrick Ranch Phase II
Development Agreement Amendment, Modification to the Tentative Map Conditions of Approval

Report in Brief

The Planning Commission has forwarded a recommendation to the City Council for a proposed Development Agreement Amendment, modifying the Conditions of Approval with updates clarifications of the construction of infrastructure at the intersection of Harry Lorenzo Avenue and Farmers Central Road. The Planning Commission Staff Report, **Enclosure A,** provides additional project information.

The Planning Commission recommendation included the following action:

1. Adopt the attached Ordinance No.____________, approving the Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval (**Enclosure B**)

Staff recommends that the City Council consider the Planning Commission's recommendation to Adopt Ordinance No. _____, approving the Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC and modified Conditions of Approval and clarification of the construction of infrastructure at the intersection of Harry Lorenzo Avenue and Farmers Central Road.

Background

On April 6, 2004, the City Council approved the ±44.64 acre, Heidrick Ranch Vesting Subdivision Map No. 4670 consisting of 141 single-family lots at an R-5 density (Phases I & II) and a remainder parcel (Lot "A") at an R-25 density. The approval included zoning, vesting tentative subdivision map, and development agreement. Phase I of the map was recorded and single-family homes have been constructed on a majority of the lots, and the multi-family site has site plan and design approval. On October 21, 2010, the City Council approved a Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC for Heidrick Phase II and a revised phasing of the approved Heidrick Ranch Tentative Map (21.57-acre parcel (APN 041-010-087).

Discussion

Staff is recommending approval of the requested Development Agreement conditions of approval deletions because the conditions are no longer necessary.

- Condition 58 was an interim condition, while City staff finalized the use of fee credits. As of March 5, 2013, the City has amended the BUA Ordinance and adopted administrative guides for the use of fee credits.
- Condition 1 (b & e) concerning the widening of Pioneer Avenue no longer applies because Pioneer Avenue has been completed using other SLIF funding.

Staff is also recommending approval of Development Agreement conditions of approval amendments to the Harry Lorenzo Avenue (County Road 101) Condition (a) and Farmers Central Road Conditions (j, k, and l) in order to provide for clarification for the required infrastructure improvements. Further, in recognition of importance of ensuring adequate biking facilities, an additional condition has been included, which indicates a recognition that the City will continue efforts to make streets more bike friendly. A complete strikethrough and double underline version of the conditions of approval is provided in **Enclosure C.**

CEQA Clearance

Pursuant to Government Code Section 65457(a), any residential development project, including any subdivision or zone change that is undertaken to implement, and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, does not require additional CEQA review.

Fiscal Impact

The proposed project would result in the same number of dwelling unit equivalents and associated fees as the original tentative map.

Public Contact

Public notice advertising for the public hearing on this project was prepared by the Community Development Department. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before June 19, 2013.
2. The City Council agenda was posted.

Commission Recommendation

On June 20, 2013, the Planning Commission considered the proposed action and recommended approval by a vote of 5-0.

Alternative Courses of Action

1. Consider the Planning Commission's recommendation and approve the Development Agreement Amendment, Modifying the Conditions of Approval.

2. Provide alternative direction to staff.

3. Deny the Development Agreement Amendment, Modifying the Conditions of Approval.

Recommendation for Action

Staff recommends the City Council approve Alternative 1.

Prepared by: Paul L Hanson, AICP
Senior Planner

Reviewed by: Cindy Norris
Principal Planner

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Enclosures(s):

A. Planning Commission Staff Report
B. Ordinance Amending the Development Agreement
C. Modified Conditions of Approval

City of Woodland

MEMORANDUM

TO:	**PLANNING COMMISSION MEMBERS**
FROM:	Cindy Norris, Principal Planner Paul L. Hanson, AICP, Senior Planner
SUBJECT:	Pioneer Investors, LLC – Heidrick Ranch II Development Agreement (DA) Amendments
DATE:	June 20, 2013

RECOMMENDATION:
Staff recommends that the Planning Commission review and recommend approval to the City Council, the proposed Pioneer Investor, LLC - Heidrick Ranch II Development Agreement amendments.

BACKGROUND:
On April 6, 2004, the City Council approved the ±44.64 acre, Heidrick Ranch Vesting Subdivision Map No. 4670 consisting of 141 single-family lots at an R-5 density (Phases I & II) and a remainder parcel (Lot "A") at an R-25 density. The approval included zoning, vesting tentative subdivision map, and development agreement. Phase I of the map was recorded and single-family homes have been constructed on a majority of the lots, and the multi-family site has site plan and design approval. On October 21, 2010, the Planning Commission recommended the City Council approved a Development Agreement Amendment between the City of Woodland and Pioneer Investors, LLC for Heidrick Phase II and revised phasing of the approved Heidrick Ranch Tentative Map (21.57-acre parcel (APN 041-010-087) **(See Attachment "A")**.

PROPOSAL
The applicant's request is for a Development Agreement Amendment to amend one (1) condition and remove three (3) other conditions of approval **(See Attachment "B")**.

The following conditions of approval recommended for deletion: Conditions shown in strikethrough for deletions.

~~58. *Fee credits generated by a project in the First Release (including those units with First Release Building Unit Allocations [“BUA’s”], those units constructed to meet First Release affordable housing requirements, and those multifamily sites which participated in the First Release) may be applied toward First Release building permits at the time of issuance. For all other projects, no fee credits may be used toward payment of Spring Lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred, or generated, unless one of the following occurs: (i) bonds have been issued by the CFD in connection with the final map for a project, in which case fee credits may be used equal to the amount of the net bond proceeds; (ii) until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, and 2.8); or (iii) until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.*~~

~~1. *Pioneer Drive*~~

~~b. *Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment, the City shall invoice the Pioneer Investors, LLC for the Heidrick map’s fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is $268,972.02. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.*~~

~~e. *Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant’s expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.*~~

The following condition of approval recommended for modification. Condition shown in strikethrough for deletions and double underline for new text:

5. County Road 101

~~a. Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer’s Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12’ travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5’ wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

Staff Recommended Modifications

Staff is also recommending a modification to the conditions of approval for clarification. Conditions shown in strikethrough for deletions and double underline for new text:

4. Farmers Central Road

   j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary~~.

   Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). This will apply unless an alternative pavement section is approved by the City Engineer.

   Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

   Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fully fund all costs which shall be handled through a deposit account, the initial deposit will be based on the estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

   k. Temporary cul-de-sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance with City detail 0350 or other continuous barrier method approved by the City Engineer.

l. The applicant shall improve the bicycling facilities and opportunities within the Spring Lake Specific Plan.

REVIEW

Staff is recommending approval of the requested Development Agreement conditions of approval deletions because the conditions are no longer necessary.

- Condition 58 was an interim condition, while City staff finalized the use of fee credits. As of March 5, 2013, the City has amended the ordinance and adopted administrative guides for the use of fee credits.
- Condition 1 (b & e) concerning the widening of Pioneer Avenue no longer applies because Pioneer Avenue has been completed using other SLIF funding.

Staff is also recommending approval of Development Agreement conditions of approval amendments to the Harry Lorenzo Avenue (County Road 101) Condition (a) and Farmers Central Road Conditions (j, k, and l) in order to provide for clarification for the required infrastructure improvements.

RECOMMENDATION

Staff recommends the Planning Commission forward a recommendation of approval to the City Council for the amendments to the Pioneer Investors LLC - Heidrick Ranch II Development Agreement conditions of approval by making an affirmative motion as follows:

MOTION #1 **I move that the Planning Commission make a recommendation to the City Council for the approval of the Pioneer Investors LLC Development Agreement Amendments based on the identified Findings of Fact (See Attachment "B") and subject to the identified Modified Conditions of Approval (See Attachment "D"), by taking the following actions:**

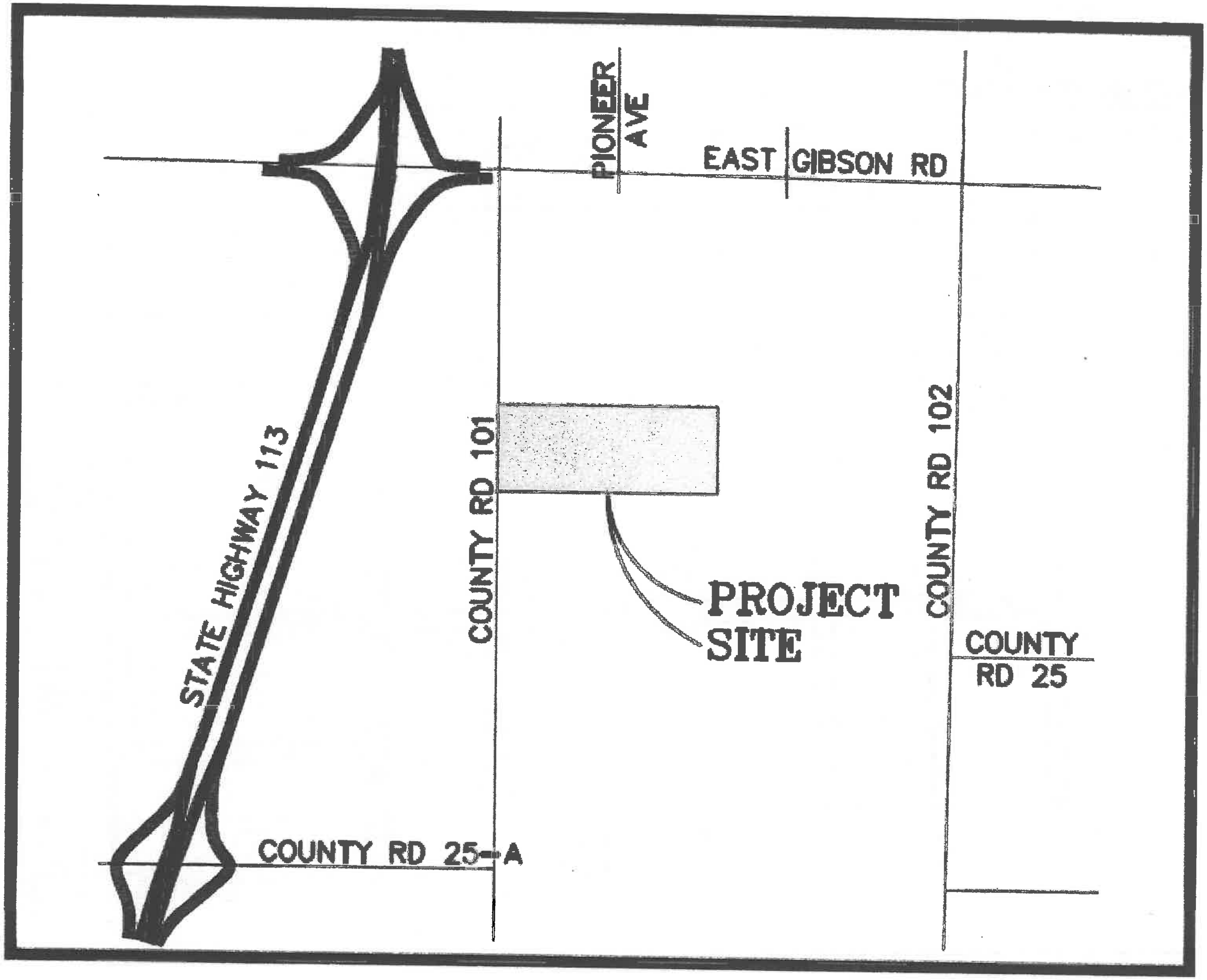
1. Adopt the attached Ordinance No. **_____** **(Attachment "C")** Amending the Development Agreement between the City of Woodland and Pioneer Investors, LLC – Heidrick Ranch II Relative to Property Located Within the Spring Lake Specific Plan Area including the Modified Findings and Conditions of Approval **(Attachment "D").**

MOTION #2 **I move that the Planning Commission make a recommendation to the City Council to deny the Pioneer Investors LLC – Heidrick Ranch II Development Agreement Amendments based subject to the following findings: (Specify)**

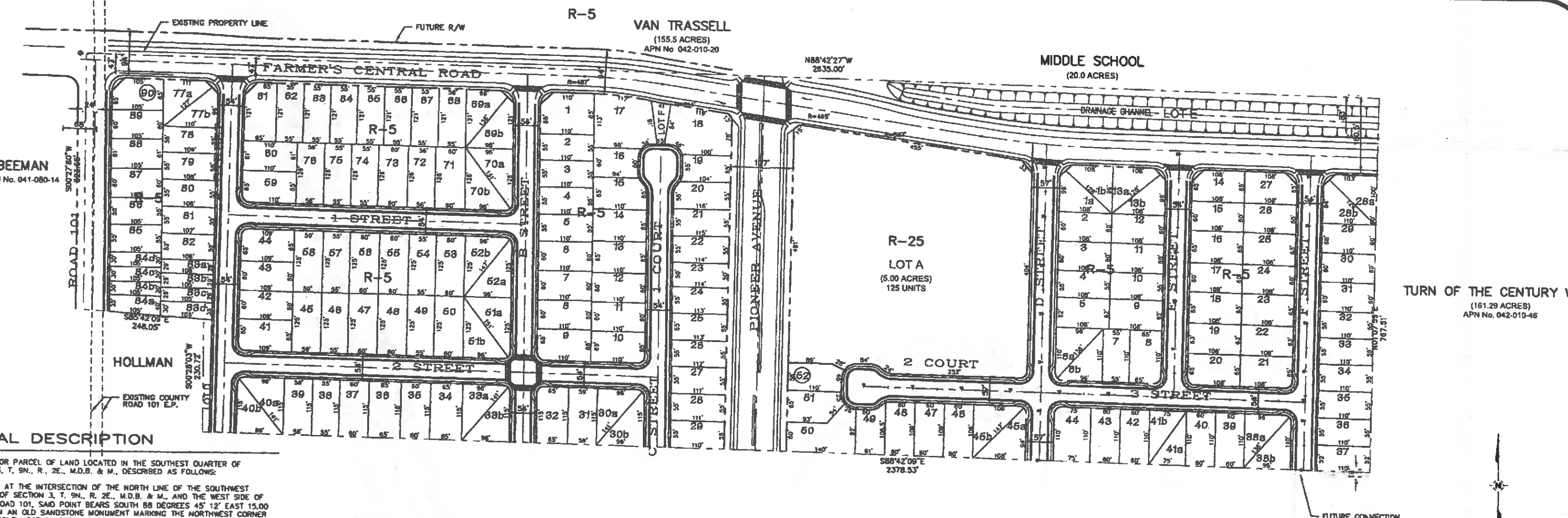
ATTACHMENTS:

A. Vicinity Map & Tentative Map
B. Applicant request to modify the Development Agreement
C. Findings of Fact
D. Ordinance Approving the Development Agreement Amendment
E. Modified Conditions of Approval

ATTACHMENT A



VICINITY MAP



LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHEST QUARTER OF SECTION 3, T. 9N., R., 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

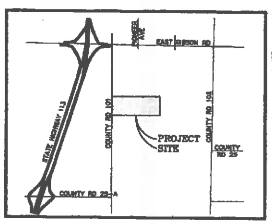
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., AND THE WEST SIDE OF COUNTY ROAD 101, SAID POINT BEARS SOUTH 88 DEGREES 45' 12' EAST 15.00 FEET FROM AN OLD SANDSTONE MONUMENT MARKING THE NORTHWEST CORNER OS SAID SOUTHWEST QUARTER OF ROAD, 523.85 FEET; THENCE SOUTH 85 DEGREES 42' 09" EAST 248.05 FEET; THENCE 2378.53 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE NORTH 1 DEGREES 07' 59" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION3, A DISTANCE OF 767.51 FEET TO THE CENTER OF SAID SECTION 3; THENCE NORTH 88 DEGREES 45' 12" WEST ALONG THE NORTH LINE OF SAID SOUTHEST QUARTER OF SECTION DISTANCE OF 2635.00 FEET TO THE POINT OF BEGINNING.
ASSESSORS PARCEL No. 042-010-05

LAND USE COMPARISON CHART

	SPECIFIC PLAN		TENTATIVE SUBDIVISION MAP	
USE	AREA	# UNITS	AREA	# UNITS
R-25 – LOT A	6.9 AC.	125	5.0 AC.	125
R-5	34.1 AC.	170	23.8 AC.	155
TOTALS		295		280

LAND USE SUMMARY

USE	AREA (GROSS)	AREA (NET)	# UNITS	DENSITY (GROSS)
R-25 – LOT A	7.0 AC.	5.0 AC.	125	25 du/ac
R-5 (INCLUDES 15 HALFPLEX LOTS)	34.0 AC	23.8 AC	155	6.5 du/ac
ALL STREETS AND DRAINAGE		16.2 AC		
LOT D AND LOT E	3.3 AC			
REMAINING STREET AREA	0.7 AC			
TOTALS	45.0 AC.	45.0 AC.	277	



VICINITY MAP

NOTES

1. THE STREET NAMES SHOWN ON THIS MAP ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND AT FINAL MAP.
2. LOT D TO BE SOLD TO VAN TRASSELL WITH FUTURE DEVELOPMENT
3. LOT E IS RESERVED FOR OPEN SPACE / DRAINAGE PURPOSES.
4. LOT F IS RESERVED FOR LANDSCAPED OPEN SPACE.
5. FOR CUL-DE-SAC DETAILS, SEE SHEET 4.

GENERAL NOTES

OWNER / DEVELOPER:
PIONEER INVESTORS, LLC
113 N COLLEGE ST
WOODLAND, CA 95695
(530) 662-6581

PLANNING CONSULTING:
DONN C. REIMERS, INC.
8795 FOLSOM BLVD
SACRAMENTO, CA 95826
(916) 381-3459

CIVIL ENGINEER:
DENNIS CUFT RCE 34483
KIMLEY-HORN AND ASSOCIATES, INC.
11070 WHITE ROCK ROAD Suite 185
RANCHO CORDOVA, CA 95670
(916) 858-5800

ASSESSORS PARCEL No.:
042-010-05

AREA:
45.0 ACRES

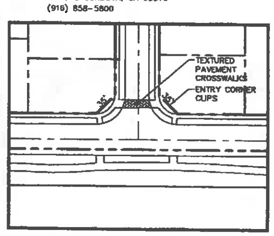
EXISTING ZONING:
R-5, R-25 <PER SPRING LAKE SPECIFIC PLAN>

PROPOSED ZONING:
R-5, R-25 <PER SPRING LAKE SPECIFIC PLAN>

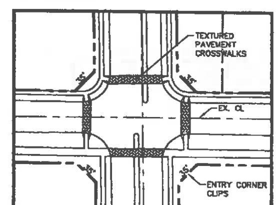
DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:
CITY OF WOODLAND

ELECTRICITY & GAS:
PG&E

CABLE TELEVISION:
CHARTER COMMUNICATIONS



NEIGHBORHOOD ENTRIES



INTERSECTION ENHANCEMENT

PROJECT PHASING

- THE SUBDIVISION WILL BE MAPPED IN PHASES.

LOTS SIZES

- LOT WIDTHS FOR THE SINGLE FAMILY RESIDENTIAL LOTS SHALL BE OF VARYING WIDTHS. THE BUILDER RESERVES THE RIGHT OF DECISION AT THE FINAL MAP STAGE BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND. THIS MAP REFLECTS AN "AVERAGING" OF THOSE VARIABLE WIDTHS.

AFFORDABLE HOUSING UNITS

- AFFORDABLE HOUSING REQUIRED IS 10% OF THE R-5 LOTS. 155 UNITS x 10% = 15 UNITS

R-5 AREA – 18 HALFPLEX UNITS (9 LOTS) WILL BE DESIGNATED AS MARKET RATE. LOTS 83 A-D & 84 A-D WILL BE AN AFFORDABLE HOUSING PARCELS WITH 4 UNITS EACH. THERE ARE 16 TOTAL AFFORDABLE HOUSING UNITS PROVIDED. 38A & 38B HALFPLEX (3 STREET) SHALL BE DONATED TO "HABITAT FOR HUMANITY" TO COMPLY WITH AFFORDABLE HOUSING REQUIRMENTS (4 CREDITS).

MARKET RATE HALFPLEX LOTS INCLUDE: PHASE I: 6-A&-B (D STREET), 13-A&-B (E STREET), 45-A&B (2 COURT), 41-A&B (3 STREET), 38-A&-B (3 STREET). PHASE II: 32-A&-B, 40-A&-B (2 STREET), 51-A&-B, 52-A&-B, 69-A&-B, 70-A&-B (B STREET) 77-A&-B (A STREET).

AFFORDABLE HALFPLEX LOTS INCLUDE: 1-A&-B (D STREET), 30-A&-B (2 STREET), AND 39-A&-B (3 STREET).

THERE ARE 12 HALFPLEX LOTS OF THE TOTAL 28 CORNER LOTS.

STREET AND LOTTING PLAN
SHEET No. 1 OF 4

VESTING TENTATIVE SUBDIVISION MAP #4670 STREET & LOTTING PLAN

PIONEER INVESTORS, LLC. HEIDRICK RANCH

CITY OF WOODLAND, CA
MARCH 2004

Kimley-Horn and Associates, Inc.

ATTACHMENT B

Statement of Justification

Delete Tentative Map Condition of Approval #58 which addresses the use of fee credits for Second and Third Release BUAs.

On March 5, 2013 The City Council adopted, by resolution, the "Administrative Guidelines for Allocation and Distribution of BUAs in Spring Lake; the Collection of SLIF Fees, and the Processing and refunding of Private Placement Bonds". Condition #58 conflicts with these Administrative Guidelines, and is now obsolete.

When Condition #58 was originally added to the Conditions of Approval in December 2010, the City had not developed the Administrative Guidelines, and so the Condition was included as a way of addressing this gap. These have since been created, and so Condition #58 should be deleted so the Conditions of Approval are consistent with the Administrative Guidelines.

Public Works Condition No. 1 b and 1 e: Pioneer Avenue—delete the obsolete condition to advance funds towards Pioneer Widening.

The City previously sought funding from Spring Lake Specific Plan Property owners for Pioneer Widening in front of the High School. A condition was added to the December 2010 which would have required funds be advanced towards this. (Additionally, this condition erroneously did not net out offsets for IFR land dedication payments and County reimbursements.) Subsequently, the City was able to pull previously allocated and other funds back into the Specific Plan and complete the required infrastructure without further pursuing funding from Specific Plan Landowners, making this request obsolete.

Amend Public Works Condition 5. County Road 101:

The first final map in Heidrick that connects to Harry Lorenzo (CR 101) shall improve Harry Lorenzo Drive (CR 101) from Farmer's Central Rd. to CR 25A, unless completed by others. The improvement immediately south of the Heidrick property shall consist of a transition (length to be determined based on design speed and initial width of transition) from the new cross section adjacent to the project to the existing Harry Lorenzo roadway to the south. The remaining roadway adjacent to and south of the transition section shall be improved with either a type three Slurry or Micropaved as determined by the City plus signing and striping to City Standards. The street cross section adjacent to the Heidrick property shall include a 12' travel lane, an 8' parking lane (including 2' gutter pans, 8.5' street-side planter strips (including .5' curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8' parking lane (including 2'gutter pans) and a .5' curb on the west side of the street (abutting the MPRA), unless an alternative interim pavement section is approved by the City Engineer.

The "unless completed by others" language is to address the potential that other property owners south of the triggering final map could complete portions of the slurry seal or construction of Harry Lorenzo (CR 101)

The street cross section is now better defined to avoid the potential conflicts with the future development of the MPRA.

Amend Public Works Condition 4. j to read as follows:

Final map for lots 70 – 99 shall include connection of FCR to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Section to include full improvements south of centerline and 12' travel lane with 4' paved shoulder north of centerline, plus full improvements at the roundabout. Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. City shall assist in acquiring any additional right of way needed for this roundabout from adjacent property owners. Condition shall be deemed fulfilled if construction is completed by others however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP update for approval. Adjacent property owners shall be required to reimburse their pro-rata share of the total cost with their next entitlement request.

Per City request, the requirement to construct the roundabout is being added to this tentative map as a condition of approval.

ATTACHMENT C

FINDINGS OF APPROVAL FOR: PIONEER INVESTOR, LLC - HEIDRICK RANCH II DEVELOPMENT AGREEMENT AMENDMENTS
Prepared for approval by the Woodland Planning Commission on June 20, 2013

CEQA Findings:

1. On August 15, 2000, the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).

2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property.

3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.

5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.

7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:

1. The project is consistent with the General Plan.

Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.

Zoning Consistency Findings:

1. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Findings Related to Community Design Standards:

1. The project substantially satisfies the requirements of the Community Design Standards.

Findings Related to Other Regulatory Requirements:

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.

2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.

3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

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ATTACHMENT D

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF WOODLAND APPROVING THE DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE CITY OF WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II RELATIVE TO PROPERTY LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

The City Council of the City of Woodland DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this Ordinance is to approve an amendment to the Pioneer Investors LLC - Heidrick Ranch II Development Agreement (the "Agreement Amendment") entered into between the City of Woodland and Pioneer Investors, LLC, relative to the use and development of the property located within the Spring Lake Specific Plan Area, which is more particularly descried in said Agreement.

Section 2. Findings. The City Council hereby finds and declares:

1. The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069; August 15, 2000) and adopted addendums to the Turn of The Century EIR. No additional environmental review of the Agreement is required by law, ordinance, or regulations.

2. The City Council adopted Ordinance No. 1390 on April 6th, 2004, approving a Development Agreement between the City of Woodland and Pioneer Investors, LLC relative to Heidrick Ranch II. This Agreement Amendment amends the Development Agreement approved through Ordinance No. 1390 approved on April 6th, 2004 and amended December 14, 2010.

3. Modified Findings of Fact and Conditions of Approval are incorporated into the Agreement Amendment as shown in Attachments "C" & "D."

4. Public hearings on the Agreement Amendment were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances and resolutions.

5. The City Council has considered the findings and recommendation of the Woodland Planning Commission. The City Council accepts those findings and recommendation, and incorporates them herein by this reference.

6. The Agreement Amendment is consistent with the objectives, policies, land uses, and programs specified in the City General Plan and the Spring Lake Specific Plan.

7. The Agreement Amendment satisfies the fiscal policies of the General Plan.

8. The Agreement Amendment is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.

9. The Agreement Amendment is consistent with the provisions of Resolution No. 3542 of the City Council Establishing Procedures for Consideration of Development Agreements and the provisions of Resolution No. 4330 Approving the Spring Lake Specific Plan.

Section 3. Approvals. The Agreement Amendment is hereby approved and the Mayor and City Clerk are authorized and directed to execute said Agreement Amendment on behalf of the City of Woodland.

The City Clerk shall cause the Agreement Amendment to be recorded in the Official Records of Yolo County upon execution, but in no event prior to the effective date of this ordinance.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, APPROVED, AND ADOPTED this ____ day of ____________, 2013.

AYES:
NOES:
ABSTAIN:

____

MAYOR

ATTEST:

____

CITY CLERK

APPROVED AS TO FORM:

____

CITY ATTORNEY

DEVELOPMENT AGREEMENT AMENDMENT BETWEEN CITY OF WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II

This Development Agreement Amendment is entered into effective on the date it is recorded with the Yolo County Recorder by and among the City of Woodland, a California general law city, Pioneer Investors, LLC, a California limited liability company.

Development Agreement Conditions of Approval as shown in strikethrough for deletions and double underline for new text, is hereby amended as follows.

~~58. No fee credits may be used toward payment of Spring lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred or generated until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, 2.8), or until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

1. Pioneer Drive

~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is $268,972.02. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~

~~e. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

4. Farmers Central Road

j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary~~.

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance

1. County Road 101

a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

Development Agreement Conditions of Approval are hereby amended as included in Attachment "D."

ATTACHMENT E

CONDITIONS OF APPROVAL: The following conditions shall be fully satisfied prior to acceptance of final map (unless otherwise stated). **Conditions shown in strikethrough for deletions and double underline for new text.**

Community Development Department:

1. The project is as described in the staff report for the Heidrick Map prepared for the March 4, 2004 and October 21, 2010 Planning Commission. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the March 4, 2004 and October 21, 2010 staff report for the Heidrick Map, except as modified by these conditions of approval.

2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.

3. Landscaping design, materials, installation, and maintenance in roadway medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.

4. The minimum paved section for any combined pedestrian/bicycle (multi-use) pathway is 10-feet, plus a two-foot clear area on either side, for a total of 14 feet (Development Regulation 4.19.1). Pathways shall be designed to satisfy and fully implement Development Regulation 4.21, 4.26, 4.27, and 5.26.

5. Drainage of vacant parcels shall be maintained so as not to cause erosion or run-off problems.

6. The location of all utility structures shall be coordinated with and depicted on the landscaping plan. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and/or in landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant and the City shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (Connectivity) 2.21 (Utility Facilities), and 6.17 through 6.19. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site.

7. A design for fencing along Farmer Central shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

8. Sidewalk access for handicapped shall conform to federal, state, and local requirements pursuant to Development Regulation 4.9.4. Sidewalks shall be linear pursuant to Development Regulation 2.22.3 (Sidewalk Design).

9. Conceptual architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards. All mechanical equipment, whether roof-mounted or on the ground, shall be fully screened from view. All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented towards the street pursuant to development Regulation 2.31 (Street Loading). Development Regulations 2.35.3 (Separated Entry walks), 7.5 (Fireplaces), 7.6 (Air Conditioning), 7.7 (Wiring), 7.10 (Energy Efficiency), 7.16 through 7.18, 7.20, and 7.21.1 and 7.21.2 relating to energy conservation shall be addressed.

10. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 on page 2-21 of the SLSP.

11. Deed disclosures that satisfy Development Regulation 2.1 (Disclosures) and Regulation 2.2.2 (Agricultural Disclosures) shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips Along Local Streets).

12. Mitigation for loss of agricultural land and hawk habitat in the form of land set-asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land set-Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County. The Merritt property (APN 041-060-06) has been proposed for project mitigation. Refer to Attachment 8 of the March 4, 2004 Planning Commission Staff Report.

13. The applicant/project agrees to fund on a fair-share basis as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43), pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

14. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and Service Availability), 4.4 through 4.7 (Roadway Improvements), 6.24 and 6.25.

15. Satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 2.27 (Local Builder Requirements), 6.15 and 7.14 (Construction Recycling), 7.3 and 7.4 related to grading and construction.

16. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall identify and install required minor entry features. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall establish a neighborhood entry feature at "D" Street and at the intersection of Farmers Central and "D" Street. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of final map, the applicant shall be required to submit a design theme for all entry features. Theme shall be consistent with the SLSP Design Standards and to the satisfaction of Community Development Director.

17. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. The subdivision trail shown (Lots F) shall be developed with the adjoining dwelling units for the Heidrick Ranch North Map. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side yard.

18. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.

19. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to Development Regulation 3.2.

20. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.

21. Ten percent of all single-family units shall be designated affordable units. Based on 157 units in this map, 16 affordable units are required. Affordable units must be provided within each land use category.

22. Prior to the City approving the applicant's final map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist on pages 7-10 of the SLSP AHP.

23. As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units to a minimum unit living area of 850 square feet. However, recognizing the need for some larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is required.

24. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

25. With the proposed revised phasing of the Heidrick Ranch Phase II Subdivision Map, one additional corner lot duplex shall be provided in the remainder second phase of the Hedrick Ranch Phase II map.

26. Right-of-way at intersections with arterials and intersections with collectors sufficient to provide the required 6-foot pedestrian landing area and turn lanes without decreasing landscaping (Development Regulation 4.7.1) shall be provided to the satisfaction of the Public Works Director.

27. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. In any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented. (MM 4.10-1)

28. Pursuant to Development Regulation 5.7.1, parkland shall not be used for joint drainage purposes.

29. The following statements shall be added to the map: 1) The Tentative Map conforms with all requirements of the State of California Subdivision Map Act; and 2) The Tentative Map conforms with all requirements of the City of Woodland Subdivision Ordinance.

30. The applicant shall submit for approval by the Community Development Director and Public Works Director a design detail that addresses the safe routing of bicycles and pedestrians from those points where greenbelts/trails intersect mid-block at an arterial, to the nearest signal/crosswalk.

31. The Nexus Study shall be finalized. The applicant must comply with the requirements of the SLSP Nexus Study.

32. In satisfaction of Mitigation Measure 4.4-5, the applicant shall have performed a hydrological analysis of the interim impacts to agricultural wells from the first phase permanent water wells. Applicant may elect to request that the City perform the analysis, in which the applicant shall be required to fully fund the water well impact analysis. This analysis may be subject to reimbursement, if applicable.

33. Pursuant to Mitigation measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site-work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3 (b-d) of the Spring Lake

Specific Plan Mitigation Monitoring Plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

34. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding-season (-March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.

35. Privacy fencing along arterials shall be constructed of suitable materials and in a suitable manner to be consistent with the Design Standards, but also meet specifications to provide appropriate noise attenuation. The design specifications for these fences shall be submitted for staff approval and shall require written sign-off by the project noise engineer.

36. The recommendations contained in the Conclusions section and Recommendations section of the Geotechnical Engineering report (WKA, November 14, 2003) shall be implemented.

37. Final lots that have "second units" will be identified in conjunction with the required review of architectural plans and elevations prior to acceptance of final map (SLSP, page 2-25).

38. Approval of a tentative map requires that all lots shall have a building unit allocation (BUA) assigned. No lots shall be final unless a BUA is provided.

39. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg 7.3]).

40. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of, the Mosquito Vector Control District regarding control of mosquitos, black gnats, and other vectors.

41. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has establish construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan. (MM 4.13-18)

42. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg 7.4]).
43. Provisions in the CC&Rs shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.

44. Provisions in the CC&Rs shall be adopted that prohibits garages from being converted to residential use except for a model home sales office. When the sales office is vacated it must be converted back to a garage. This provision shall be enforced through mechanisms established in the CC&Rs.

45. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of colors on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.

46. Applicant shall comply with required lot width variation as noted on the tentative map and require that each block have some lots widths that vary per SLSP requirement (SLSP page 2-39 [Reg. 2.35.5]. This requirement shall be demonstrated at the subdivision design review in concert with review of individual house plans and layout and how each may vary.

47. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.

48. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, and 6.37.

49. Where greenbelts and/or subdivision trails cross streets, enhanced crosswalks (e.g. raised decorative brick) shall be installed.

50. The Heidrick Map shall be corrected as follows: a) reflect compliance with all conditions; b) correct Existing Zoning; c) correct Proposed Zoning; d) Note 2 Lot D to be sold to Hollman.

51. Pursuant to Development Regulation 8.2, when triggered, construction of a neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.11.

52. The tentative subdivision map shall be revised to show Lots F as 25-feet in width per the Design Standards and shall be aligned to establish visibility from end to end.

53. Deleted

54. The applicant shall provide 10 percent of the units at an affordable level. The first phase of the Heidrick Ranch Phase II Subdivision Map (69 units) shall provide seven affordable units. Four of the eight half-plex units shall be affordable, and three single family homes shall be affordable (lots 19, 17 and new proposed lot F). The four affordable half-plex shall be interspersed among the eight units, each dual half-plex building shall not be located adjacent to one another. The affordable units shall be constructed concurrent with market rate units. The concurrency requirement shall be evaluated upon the issuance of every increment of 10 market rate permits. A permit for the final market rate unit shall not be issued until the applicant has constructed the last required affordable unit.

55. Deleted

56. In accordance with the Phase I Environmental Site Assessment, any septic system associated with the old homesite on the property shall be destroyed in accordance with regulatory guidelines.

57. For Lot A, if fencing is proposed along Farmers Central and Pioneer Avenue it shall be open type.

~~58. Fee credits generated by a project in the First Release (including those units with First Release Building Unit Allocations ["BUA's"], those units constructed to meet First Release affordable housing requirements, and those multifamily sites which participated in the First Release) may be applied toward First Release building permits at the time of issuance. For all other projects, no fee credits may be used toward payment of Spring Lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred, or generated, unless one of the following occurs: (i) bonds have been issued by the CFD in connection with the final map for a project, in which case fee credits may be used equal to the amount of the net bond proceeds; (ii) until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, and 2.8); or (iii) until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

Public Works (Development Engineering) Conditions:

Street Improvements (SHEET 1 of 4)

All proposed roads within the subdivision shall comply with the most recent ~~e~~Edition City's Engineering Standard Specifications & Details at the time of subdivision improvement plan adoption, except as specified in the adopted Spring Lake Specific Plan and conditions set forth below. *Note: The roadway dimensions on the proposed tentative map do not necessarily comply with the City Standards.*

All maps and plans shall comply with the City's electronic submission ordinance.

1. Pioneer Drive

The following improvements will be constructed:

a. Partial street improvements shall be constructed from the Farmers Central Road to the southerly extension of Pioneer Ave at the south boundary of the Pioneer High School. The east side street cross section shall match existing street cross section being constructed with the new Pioneer High School with the exception that a 6 foot AC interim pathway shall be constructed and the landscaping shall be deferred until the Westside landscaping improvements are constructed. The east side street improvements shall be constructed with the SLSP First final map.

~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on~~

~~Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is currently estimated to be $268,972.02 and will not exceed 120% of this number. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~

c. Full roadway improvements on Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map shall be constructed with the first final map west of Pioneer Avenue. Full improvements shall include curb, gutter, sidewalk and landscaping on both sides of Pioneer Avenue as well as underground utilities. Two lanes of the four lanes are subject to reimbursement from the initial facilities requirements of the 2004-1 Mello Roos district. Should two lanes of the four lanes be constructed by another project, applicant shall be responsible for connection to the existing project including a transition as determined necessary by the City Engineer.

d. Restricted (no) vehicle access shall be designated on the tentative map on east and west side of Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map. The final map shall identify relinquishment of access rights along Pioneer Avenue (except for pedestrian access from lot A).

~~e. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

f. Install a traffic signal at the intersection of Pioneer Avenue/Farmer's Central Road intersection when Farmer's Central Road is extended from Pioneer Avenue to CR 101. Partial or interim signal improvements may be allowed at the approval of the City Engineer. Portions of ultimate improvements may be reimbursed from the City's IFR money as determined by the City Engineer and Financial Officer.

g. Corner Radii at the intersection of Pioneer Avenue and Farmers Central Road shall be modified to the satisfaction of the City Engineer. In the case of the northwest and southeast corners this may include increasing the curb radius to greater than fifty (50) feet. Adjacent lots shall be modified accordingly on the final map.

h. No parking shall be allowed on Pioneer Ave.

2. <u>"A", "B", "D", "F", and "2 Court" Street</u>

The following improvements will be constructed:

a. Streets shall be constructed to a 57-foot local street. With the approval of the City Engineer A and F streets may be 54' provided an illustrative lotting for land to south shows that these streets will not be primary access to subdivisions to the south.

b. B" Street shall have decorative stamped concrete or brick paver crosswalks at the intersections of "2 Street". The intersection or crosswalks may be raised at the discretion of the City Engineer.

3. County Rd 102

The following improvements will be constructed:

a. Landscaping and street improvements shall be constructed from Gibson Rd to Farmers Central Rd per the approved Specific Plan. As approved by the City Engineer, street improvements and landscaping shall be constructed from Farmers Central Rd. to Parkway Drive.

b. The intersection of CR102 at Farmers Central Rd shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.

c. The intersection of CR102 at Parkway Dr. shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.

d. An interim southbound right turn deceleration lane and right turn acceleration lane shall be constructed with the dimensions designed to the satisfaction of the City Engineer in the portion of the right-of-way reserved for future widening for a second southbound through lane on Rd 102.

e. No parking shall be allowed on CR 102.

4. Farmers Central Road

The following improvements will be constructed:

a. If the roadway connection to Gibson Road is by way of CR 101from development to the south of the Heidrick tentative map, then with the first final map, Farmers Central Rd from Pioneer Ave. to CR 101 shall be constructed to full width street improvements. If interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section, but may be greater depending on the status of other development fronting Farmers Central Rd. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer.

b. Farmers Central Rd along the frontage of the tentative map shall be constructed in phases with subsequent final maps. Improvements shall include the entire south half of the street section including landscaping plus a westbound travel lane, four foot shoulders (2 feet paved, 2 feet unpaved) and drainage features to the satisfaction of the City Engineer. Should Farmer's Central Road connect to Harry Lorenzo drive (CR 101) additional widening for turn lanes shall be necessary at the intersection of Pioneer Avenue. Geometric Design to be submitted to the City Engineer for approval. Applicant shall be required to install 72" storm drain line on the north side of the street, if it cannot be demonstrated that later installation of the line will not disturb the pavement section; and applicant shall meet all lighting standards for collector roadways and install additional lights as necessary to do so.

c. Any phased final map that does not include connection to Harry Lorenzo Drive shall include a dedicated emergency vehicle access subject to the approval of the City Engineer and Fire Marshall. Minimum section shall be a gravel road load for a 20 ton vehicle in a 10 year storm which is then constructed on top of 12" of lime treated native base material (not counted in the structural section).

d. With the connection of Farmers Central Road to CR 102 the intersection shall be controlled by a traffic signal. Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district.

e. If Farmers Central Rd to the east of the Heidrick Tentative map is not constructed prior to the first final map a traffic signal shall be installed at the intersection of Farmer's Central Road/Collector 1 upon the approval of the final map that triggers the 1400th unit in the SLSP area east of Highway 113. The City Engineer may waive this requirement if he determines it is unnecessary.

f. Provide a structural pavement section for the segment of Farmer's Central Road, from Pioneer Avenue to Collector 1, based on minor arterial standards.

g. Align Farmers Central Road at Pioneer Avenue to minimize the curve east of the intersection at Pioneer Avenue. Minimum tangent lengths at the intersection shall be in accordance with City Standards (100'). Prepare a street section detail for Farmers Central Rd. east of Pioneer Avenue that includes the Farmer's Central Storm Drain Ditch.

h. The final map shall identify relinquishment of access rights for Lot A along Farmers Central Road within 250 feet of Pioneer Avenue and within 100 feet of "D" Street.

i. Partial street improvements shall have temporary bulb turn arounds dedicated to the City at the end of each street. Bulb design is subject to approval of the City Engineer.

j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary~~.

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance with City detail 0350 or other continuous barrier method approved by the City Engineer.

5. County Road 101

   a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

   The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

b. Applicant shall contract a certified arborist to make recommendations as to health of existing trees located along CR 101; and then the improvement plans shall have a specific section for the maintenance of the health of the trees and their incorporation into the ultimate public improvements. Said section shall be subject to the approval of the City Engineer at the time of subdivision improvement plan submission.

6. County Road 25A

a. At the time of final map; applicant shall pay $794 per single family or duplex lot as a fair share towards improving CR 25A.

7. Deleted

8. Intersection Enhancement Details

The following improvements will be constructed:

a. Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer. Locations defined for textured crosswalks, raised crosswalks or intersection may be changed at the time of the subdivision improvement plans at the discretion of the City Engineer.

9. Local Streets and Alleys

The following improvements will be constructed:

a. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.

b. Public alleys shall be constructed of reinforced concrete with a design subject to the approval of the City Engineer, underground drainage connection may be required due to type and style of lot grading. Alley shall intersect adjacent street with a commercial driveway.

c. Additional lighting shall be required on the rear of each building to illuminate the alley. Alley illumination lights shall direct lighting to the alley and be approved by the building official. CC&R's shall include the lighting requirement. The CC&R's shall be included in the disclosure statement.

d. CC&R's shall include requirement for garbage, recycle and green waste toters to be brought to the street for pickup. This CC&R shall be included in the disclosure statement.

Tentative Map Street Cross-Sections, Sheet 4 of 4, dated October 10, 2003). Conditions and Changes shall be made as follows:

10. Street Section - (Local 54')

    a. Add all street names that will be 54' to the detail heading.

11. Street Section - (Local 57')

    a. Add all street names that will be 57' to the detail heading

12. **ADD NEW DETAIL** – 25-Foot Subdivision Trail

    a. Add cross section detail of subdivision trail.

13. **ADD NEW STREET CROSS SECTION**- Pioneer Ave., Farmers Central Rd to High School.

    a. Street cross section shall be modified to clearly depict improvements to be constructed with first final map. The east side street cross shall match existing street cross section being constructed with the new Pioneer High School. Landscaping, with the exception of trees, may be deferred until the west side landscaping improvements are constructed. A 6-foot AC interim pathway shall be constructed. The east side street improvements shall be constructed with the First final map.

14. **ADD NEW STREET CROSS SECTION**- 57-Foot Local Street

    a. "A", "B", "D", "F", and "2 Court Street

15. **ADD NEW STREET CROSS SECTION**- CR 102- Gibson Rd. to Farmer's Central Rd.

    a. Depict full improvements

16. Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.

17. Construction of the intersections of Farmers Central Rd at Pioneer Avenue, Farmers Central Rd. at Collector 1, and Pioneer Avenue and Collector 4 shall include the construction of the underground portions of future traffic signals and the above ground portions as the City Engineer deems necessary at the time of sub division improvement plans.

18. Additional traffic related improvements shall be incorporated upon completion of the traffic study. These may include offsite improvements to CR 101 and CR 25A as well as additional traffic signal improvements.

19. A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and stripping shall be in accordance with the City of Woodland Design and Construction Standards.

20. Prior to approval of the first tentative the project must determine an fund a fair share of the capital and operating costs associated with providing public transit service to the Plan area per SLSP regulation 4.35 and (TOC EIR MM 4.6-3).

21. Prior to approval of the first tentative the project must prepare and have approved by the City and Transportation District, a transit plan per SLSP regulation 4.36and (TOC EIR MM 4.6-4)

22. Street light types shall be those historic types identified in the SLSP Design Standards. The City is updating its design standards and details for spacing historic lights. Improvement plans shall be designed to those standards when adopted.

Storm Drainage and Site Grading (Sheet 2)

23. A comprehensive storm drainage master plan shall be prepared by a registered civil engineer for project watershed(s), including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required) and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate off-site storm water.

24. Tentative Map Area Storm Drainage Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.

25. The Tentative Map area drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Public works Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.

26. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these

plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

27. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

28. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

29. Drainage fees shall be paid prior to issuance of a building permit.

30. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

31. Prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating SLSP property owners for the disposal and sharing of the excavated soil from the construction of the East Regional Detention basin and conveyance facilities. The excavated soil is the property of the SLSP.

32. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.

33. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

34. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.

35. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP). Depth of the water table. The City Engineer shall approve water table depth at the time of submission of the sub division improvement plans.

36. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

37. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

38. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.

Wastewater and Sewer Collection System (Sheet 3)

39. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.

40. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

41. Prior to approval of the first tentative map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.

42. A Tentative Map Area Sewer Collection System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

43. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

44. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.

Water Infrastructure Conditions (Sheet 3)

45. All materials and installation of the water system shall be at the applicant's expense per City of Woodland Standard Specifications and Details.

46. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map. Verification shall the following conditions.

47. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier.

48. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.

49. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law.

50. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service die to a water shortage declared by the water agency.

51. Based on SLSP water modeling two new wells are needed to serve the first stage of development as identified in the SLSP. If the parcels required for the two new wells have not been acquired, the project applicant shall be required to acquire said parcels prior to approval of the first final map. The City will oversee the design and construction of two new wells. No building permits will be issued prior to construction and operation of two (2) new wells to serve the SLSP area. Only if the City acquires and develops the existing County well or the College well as municipal wells and develops the City's Regional Park well as a municipal well as interim water production facilities will the applicant be able to defer construction of the two new wells. Either a development agreement or the subdivision improvement agreement will provide for reimbursement or credit against water connection fees to cover the development of this facility.

52. The Applicant shall submit a well site plan with facility elevations for City approval with the final map application. (This condition may be waived if site plan is prepared by another project).

53. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.

54. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered.

55. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the

owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

56. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

57. The City of Woodland Plan Review Fee applies and is due upon submittal of the maps and plans for review.

58. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.

59. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

60. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.

61. Prior to approval of the first tentative map, a comprehensive on-site Water system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.

62. A Tentative Map Area Water System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

General Public Works Conditions

63. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and

comply with all regulations, mitigations and conditions set forth.

64. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

65. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this Project.

66. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit.

67. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

68. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

69. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.

70. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Woodland and the utility providers.

71. Street lighting location plan shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.

72. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.

73. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been accepted by the City Council, and the City has approved as-built drawings, and the unit has been issued a Certificate of Occupancy by the Building Official. Applicants, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.

74. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement

agreement. All public utility standards for public easements shall apply.

75. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.

Easements and Right of Way

76. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

77. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.

78. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception- Not required on Pioneer Ave or Parkway Drive. With City Engineer approval the PUE may be 7 feet behind a separated sidewalk.

79. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

80. The final map shall identify a relinquishment of access rights along County Road 102, Parkway Drive, and Pioneer Ave. Except pedestrian access may be provided adjacent arterial sidewalk.

81. Prior to the approval of the final map the developer shall have procured all necessary offsite easements including but not limited to the conveyance of agricultural runoff.

Reimbursements for Applicant Install Improvements

82. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

Landscaping and Lighting

83. Project proponents shall enter into the Landscape and Lighting District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.

84. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public

Works Department per the SLSP and SLSP Design Guidelines.

85. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

86. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

87. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.

88. Underground any overhead utilities within the project.

89. Submit proposed Street names for approval by the City of Woodland.

90. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.

91. Public improvements in addition to roadway construction shall include water; sewer and storm drain mains, Fire hydrants, streetlights and railroad crossing improvements.

92. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans and the railroad.

93. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.

94. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

95. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.

96. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.

Fire Department:

1. The Woodland Fire Department requires that development fees for future Woodland Fire Department capital projects are included in the development package and included in the Major Projects Financing Plan.

2. Homes proposed in the plan will be constructed with approved fire sprinkler systems in accordance with Chapter 9-A of the City of Woodland Municipal Code and NFPA 13-D.

3. Provide fire hydrants, which are spaced and constructed in accordance with the approved standards contained in the 2002 City of Woodland Standards and Specifications and Details Manual Chapter 7, Section 7.3 Fire Hydrants, which specifies that "Hydrants shall have a maximum spacing of 300-feet in all areas."

4. Appropriate street names for the project will be selected by the Woodland Fire Department after the homes are numbered by the Community Development Department.

5. The applicant shall conform with Development Regulations 4.7.3, 4.9.5, 6.24, and 6.25 to the satisfaction of the Fire Chief.

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ORDINANCE NO. _______

AN ORDINANCE OF THE CITY OF WOODLAND APPROVING THE DEVELOPMENT AGREEMENT AMENDMENT BETWEEN THE CITY OF WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II RELATIVE TO PROPERTY LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

The City Council of the City of Woodland DOES HEREBY ORDAIN AS FOLLOWS:

<u>Section 1. Purpose.</u> The purpose of this Ordinance is to approve an amendment to the Pioneer Investors LLC - Heidrick Ranch II Development Agreement (the "Agreement Amendment") entered into between the City of Woodland and Pioneer Investors, LLC, relative to the use and development of the property located within the Spring Lake Specific Plan Area, which is more particularly descried in said Agreement.

<u>Section 2. Findings.</u> The City Council hereby finds and declares:

1. The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069; August 15, 2000) and adopted addendums to the Turn of The Century EIR. No additional environmental review of the Agreement is required by law, ordinance, or regulations.

2. The City Council adopted Ordinance No. 1390 on April 6th, 2004, approving a Development Agreement between the City of Woodland and Pioneer Investors, LLC relative to Heidrick Ranch II. This Agreement Amendment amends the Development Agreement approved through Ordinance No. 1390 approved on April 6th, 2004 and amended December 14, 2010.

3. Modified Findings of Fact and Conditions of Approval are incorporated into the Agreement Amendment as shown in Attachments "C" & "D."

4. Public hearings on the Agreement Amendment were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances and resolutions.

5. The City Council has considered the findings and recommendation of the Woodland Planning Commission. The City Council accepts those findings and recommendation, and incorporates them herein by this reference.

6. The Agreement Amendment is consistent with the objectives, policies, land uses, and programs specified in the City General Plan and the Spring Lake Specific Plan.

7. The Agreement Amendment satisfies the fiscal policies of the General Plan.

8. The Agreement Amendment is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.

9. The Agreement Amendment is consistent with the provisions of Resolution No. 3542 of the City Council Establishing Procedures for Consideration of Development Agreements and the provisions of Resolution No. 4330 Approving the Spring Lake Specific Plan.

Section 3. Approvals. The Agreement Amendment is hereby approved and the Mayor and City Clerk are authorized and directed to execute said Agreement Amendment on behalf of the City of Woodland.

The City Clerk shall cause the Agreement Amendment to be recorded in the Official Records of Yolo County upon execution, but in no event prior to the effective date of this ordinance.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, APPROVED, AND ADOPTED this ____ day of ____________, 2013.

AYES:
NOES:
ABSTAIN:

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

DEVELOPMENT AGREEMENT AMENDMENT BETWEEN CITY OF WOODLAND AND PIONEER INVESTORS, LLC – HEIDRICK RANCH II

This Development Agreement Amendment is entered into effective on the date it is recorded with the Yolo County Recorder by and among the City of Woodland, a California general law city, Pioneer Investors, LLC, a California limited liability company.

Development Agreement Conditions of Approval as shown in strikethrough for deletions and double underline for new text, is hereby amended as follows.

~~58. No fee credits may be used toward payment of Spring lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred or generated until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, 2.8), or until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners~~.

1. Pioneer Drive

   ~~b. Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000th unit in the SLSP planning area east of Highway 113. Bus turn out is required on Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is $268,972.02. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~

   ~~e. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

4. Farmers Central Road

   j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary~~.

   Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance

l. The applicant shall improve the bicycling facilities and opportunities within the Spring Lake Specific Plan.

1. County Road 101

a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

Development Agreement Conditions of Approval are hereby amended as included in Attachment "D."

CONDITIONS OF APPROVAL: The following conditions shall be fully satisfied prior to acceptance of final map (unless otherwise stated). **Conditions shown in strikethrough for deletions and double underline for new text.**

Community Development Department:

1. The project is as described in the staff report for the Heidrick Map prepared for the March 4, 2004 and October 21, 2010 Planning Commission. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the March 4, 2004 and October 21, 2010 staff report for the Heidrick Map, except as modified by these conditions of approval.

2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.

3. Landscaping design, materials, installation, and maintenance in roadway medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.

4. The minimum paved section for any combined pedestrian/bicycle (multi-use) pathway is 10-feet, plus a two-foot clear area on either side, for a total of 14 feet (Development Regulation 4.19.1). Pathways shall be designed to satisfy and fully implement Development Regulation 4.21, 4.26, 4.27, and 5.26.

5. Drainage of vacant parcels shall be maintained so as not to cause erosion or run-off problems.

6. The location of all utility structures shall be coordinated with and depicted on the landscaping plan. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and/or in landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant and the City shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (Connectivity) 2.21 (Utility Facilities), and 6.17 through 6.19. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site.

7. A design for fencing along Farmer Central shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

8. Sidewalk access for handicapped shall conform to federal, state, and local requirements pursuant to Development Regulation 4.9.4. Sidewalks shall be linear pursuant to Development Regulation 2.22.3 (Sidewalk Design).

9. Conceptual architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards. All mechanical equipment, whether roof-mounted or on the ground, shall be fully screened from view. All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented towards the street pursuant to development Regulation 2.31 (Street Loading). Development Regulations 2.35.3 (Separated Entry walks), 7.5 (Fireplaces), 7.6 (Air Conditioning), 7.7 (Wiring), 7.10 (Energy Efficiency), 7.16 through 7.18, 7.20, and 7.21.1 and 7.21.2 relating to energy conservation shall be addressed.

10. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 on page 2-21 of the SLSP.

11. Deed disclosures that satisfy Development Regulation 2.1 (Disclosures) and Regulation 2.2.2 (Agricultural Disclosures) shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips Along Local Streets).

12. Mitigation for loss of agricultural land and hawk habitat in the form of land set-asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land set-Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County. The Merritt property (APN 041-060-06) has been proposed for project mitigation. Refer to Attachment 8 of the March 4, 2004 Planning Commission Staff Report.

13. The applicant/project agrees to fund on a fair-share basis as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43), pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

14. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and Service Availability), 4.4 through 4.7 (Roadway Improvements), 6.24 and 6.25.

15. Satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 2.27 (Local Builder Requirements), 6.15 and 7.14 (Construction Recycling), 7.3 and 7.4 related to grading and construction.

16. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall identify and install required minor entry features. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall establish a neighborhood entry feature at “D” Street and at the intersection of Farmers Central and “D” Street. A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of final map, the applicant shall be required to submit a design theme for all entry features. Theme shall be consistent with the SLSP Design Standards and to the satisfaction of Community Development Director.

17. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. The subdivision trail shown (Lots F) shall be developed with the adjoining dwelling units for the Heidrick Ranch North Map. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side yard.

18. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.

19. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to Development Regulation 3.2.

20. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.

21. Ten percent of all single-family units shall be designated affordable units. Based on 157 units in this map, 16 affordable units are required. Affordable units must be provided within each land use category.

22. Prior to the City approving the applicant’s final map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist on pages 7-10 of the SLSP AHP.

23. As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units to a minimum unit living area of 850 square feet. However, recognizing the need for some larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is required.

24. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

25. With the proposed revised phasing of the Heidrick Ranch Phase II Subdivision Map, one additional corner lot duplex shall be provided in the remainder second phase of the Hedrick Ranch Phase II map.

26. Right-of-way at intersections with arterials and intersections with collectors sufficient to provide the required 6-foot pedestrian landing area and turn lanes without decreasing landscaping (Development Regulation 4.7.1) shall be provided to the satisfaction of the Public Works Director.

27. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. In any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented. (MM 4.10-1)

28. Pursuant to Development Regulation 5.7.1, parkland shall not be used for joint drainage purposes.

29. The following statements shall be added to the map: 1) The Tentative Map conforms with all requirements of the State of California Subdivision Map Act; and 2) The Tentative Map conforms with all requirements of the City of Woodland Subdivision Ordinance.

30. The applicant shall submit for approval by the Community Development Director and Public Works Director a design detail that addresses the safe routing of bicycles and pedestrians from those points where greenbelts/trails intersect mid-block at an arterial, to the nearest signal/crosswalk.

31. The Nexus Study shall be finalized. The applicant must comply with the requirements of the SLSP Nexus Study.

32. In satisfaction of Mitigation Measure 4.4-5, the applicant shall have performed a hydrological analysis of the interim impacts to agricultural wells from the first phase permanent water wells. Applicant may elect to request that the City perform the analysis, in which the applicant shall be required to fully fund the water well impact analysis. This analysis may be subject to reimbursement, if applicable.

33. Pursuant to Mitigation measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site-work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3 (b-d) of the Spring Lake

Specific Plan Mitigation Monitoring Plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

34. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding-season (-March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.

35. Privacy fencing along arterials shall be constructed of suitable materials and in a suitable manner to be consistent with the Design Standards, but also meet specifications to provide appropriate noise attenuation. The design specifications for these fences shall be submitted for staff approval and shall require written sign-off by the project noise engineer.

36. The recommendations contained in the Conclusions section and Recommendations section of the Geotechnical Engineering report (WKA, November 14, 2003) shall be implemented.

37. Final lots that have "second units" will be identified in conjunction with the required review of architectural plans and elevations prior to acceptance of final map (SLSP, page 2-25).

38. Approval of a tentative map requires that all lots shall have a building unit allocation (BUA) assigned. No lots shall be final unless a BUA is provided.

39. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg 7.3]).

40. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of, the Mosquito Vector Control District regarding control of mosquitos, black gnats, and other vectors.

41. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has establish construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan. (MM 4.13-18)

42. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg 7.4]).
43. Provisions in the CC&Rs shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.

44. Provisions in the CC&Rs shall be adopted that prohibits garages from being converted to residential use except for a model home sales office. When the sales office is vacated it must be converted back to a garage. This provision shall be enforced through mechanisms established in the CC&Rs.

45. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of colors on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.

46. Applicant shall comply with required lot width variation as noted on the tentative map and require that each block have some lots widths that vary per SLSP requirement (SLSP page 2-39 [Reg. 2.35.5]. This requirement shall be demonstrated at the subdivision design review in concert with review of individual house plans and layout and how each may vary.

47. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.

48. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, and 6.37.

49. Where greenbelts and/or subdivision trails cross streets, enhanced crosswalks (e.g. raised decorative brick) shall be installed.

50. The Heidrick Map shall be corrected as follows: a) reflect compliance with all conditions; b) correct Existing Zoning; c) correct Proposed Zoning; d) Note 2 Lot D to be sold to Hollman.

51. Pursuant to Development Regulation 8.2, when triggered, construction of a neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.11.

52. The tentative subdivision map shall be revised to show Lots F as 25-feet in width per the Design Standards and shall be aligned to establish visibility from end to end.

53. Deleted

54. The applicant shall provide 10 percent of the units at an affordable level. The first phase of the Heidrick Ranch Phase II Subdivision Map (69 units) shall provide seven affordable units. Four of the eight half-plex units shall be affordable, and three single family homes shall be affordable (lots 19, 17 and new proposed lot F). The four affordable half-plex shall be interspersed among the eight units, each dual half-plex building shall not be located adjacent to one another. The affordable units shall be constructed concurrent with market rate units. The concurrency requirement shall be evaluated upon the issuance of every increment of 10 market rate permits. A permit for the final market rate unit shall not be issued until the applicant has constructed the last required affordable unit.

55. Deleted

56. In accordance with the Phase I Environmental Site Assessment, any septic system associated with the old homesite on the property shall be destroyed in accordance with regulatory guidelines.

57. For Lot A, if fencing is proposed along Farmers Central and Pioneer Avenue it shall be open type.

58. ~~Fee credits generated by a project in the First Release (including those units with First Release Building Unit Allocations ["BUA's"], those units constructed to meet First Release affordable housing requirements, and those multifamily sites which participated in the First Release) may be applied toward First Release building permits at the time of issuance. For all other projects, no fee credits may be used toward payment of Spring Lake Infrastructure Fee (SLIF) obligations, regardless of whether such credits are held, transferred, or generated, unless one of the following occurs: (i) bonds have been issued by the CFD in connection with the final map for a project, in which case fee credits may be used equal to the amount of the net bond proceeds; (ii) until such time that the First Release property owners owed reimbursement for oversizing improvements have been fully reimbursed in accordance with the Funding and Reimbursement Agreement (FRA) dated September 7, 2004 (including, but not limited to, Sections 2.3, 2.7, and 2.8); or (iii) until such time that the FRA may be amended to allow the use of fee credits prior to the complete reimbursement of the First Release property owners.~~

Public Works (Development Engineering) Conditions:

Street Improvements (SHEET 1 of 4)

All proposed roads within the subdivision shall comply with the most recent ~~e~~Edition City's Engineering Standard Specifications & Details at the time of subdivision improvement plan adoption, except as specified in the adopted Spring Lake Specific Plan and conditions set forth below. *Note: The roadway dimensions on the proposed tentative map do not necessarily comply with the City Standards.*

All maps and plans shall comply with the City's electronic submission ordinance.

1. Pioneer Drive

The following improvements will be constructed:

a. Partial street improvements shall be constructed from the Farmers Central Road to the southerly extension of Pioneer Ave at the south boundary of the Pioneer High School. The east side street cross section shall match existing street cross section being constructed with the new Pioneer High School with the exception that a 6 foot AC interim pathway shall be constructed and the landscaping shall be deferred until the Westside landscaping improvements are constructed. The east side street improvements shall be constructed with the SLSP First final map.

b. ~~Widen the southbound lanes for the segment of Pioneer Avenue, from East Gibson Road to Collector 4, to its ultimate width. Upon the approval of the final map that triggers the 1000^{th} unit in the SLSP planning area east of Highway 113. Bus turn out is required on~~

~~Pioneer Avenue for southbound traffic south of Collector 4. Within 10 days of approval of this DA amendment the City shall invoice the Pioneer Investors, LLC for the Heidrick map's fair share of the widening of Pioneer Avenue between East Gibson Road to Collector 4 to its ultimate width. The amount of the invoice is currently estimated to be $268,972.02 and will not exceed 120% of this number. Applicant shall pay the invoiced amount within 21 days of invoice and prior to any final maps.~~

c. Full roadway improvements on Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map shall be constructed with the first final map west of Pioneer Avenue. Full improvements shall include curb, gutter, sidewalk and landscaping on both sides of Pioneer Avenue as well as underground utilities. Two lanes of the four lanes are subject to reimbursement from the initial facilities requirements of the 2004-1 Mello Roos district. Should two lanes of the four lanes be constructed by another project, applicant shall be responsible for connection to the existing project including a transition as determined necessary by the City Engineer.

d. Restricted (no) vehicle access shall be designated on the tentative map on east and west side of Pioneer Ave. from the intersection of Farmers Central Rd. to the south boundary of the tentative map. The final map shall identify relinquishment of access rights along Pioneer Avenue (except for pedestrian access from lot A).

~~e. Intersection of Pioneer Avenue and Collector 4/High School shall include construction of signal improvements as identified in the traffic study (with 700th building permit). Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district. This requirement shall be deemed satisfied by payment of funds as described in b. above.~~

f. Install a traffic signal at the intersection of Pioneer Avenue/Farmer's Central Road intersection when Farmer's Central Road is extended from Pioneer Avenue to CR 101. Partial or interim signal improvements may be allowed at the approval of the City Engineer. Portions of ultimate improvements may be reimbursed from the City's IFR money as determined by the City Engineer and Financial Officer.

g. Corner Radii at the intersection of Pioneer Avenue and Farmers Central Road shall be modified to the satisfaction of the City Engineer. In the case of the northwest and southeast corners this may include increasing the curb radius to greater than fifty (50) feet. Adjacent lots shall be modified accordingly on the final map.

h. No parking shall be allowed on Pioneer Ave.

2. <u>"A", "B", "D", "F", and "2 Court" Street</u>

The following improvements will be constructed:

a. Streets shall be constructed to a 57-foot local street. With the approval of the City Engineer A and F streets may be 54' provided an illustrative lotting for land to south shows that these streets will not be primary access to subdivisions to the south.

b. B" Street shall have decorative stamped concrete or brick paver crosswalks at the intersections of "2 Street". The intersection or crosswalks may be raised at the discretion of the City Engineer.

3. County Rd 102

The following improvements will be constructed:

a. Landscaping and street improvements shall be constructed from Gibson Rd to Farmers Central Rd per the approved Specific Plan. As approved by the City Engineer, street improvements and landscaping shall be constructed from Farmers Central Rd. to Parkway Drive.

b. The intersection of CR102 at Farmers Central Rd shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.

c. The intersection of CR102 at Parkway Dr. shall be widened to accommodate a southbound and northbound left turn lanes. Sufficient width shall be provided to allow for full Specific Plan landscape corridors. Required right of way for turn lanes shall not be taken from landscape corridors.

d. An interim southbound right turn deceleration lane and right turn acceleration lane shall be constructed with the dimensions designed to the satisfaction of the City Engineer in the portion of the right-of-way reserved for future widening for a second southbound through lane on Rd 102.

e. No parking shall be allowed on CR 102.

4. Farmers Central Road

The following improvements will be constructed:

a. If the roadway connection to Gibson Road is by way of CR 101from development to the south of the Heidrick tentative map, then with the first final map, Farmers Central Rd from Pioneer Ave. to CR 101 shall be constructed to full width street improvements. If interim improvements are allowed, the required minimum interim roadway section that would be allowed would be a 32-foot wide roadway section, but may be greater depending on the status of other development fronting Farmers Central Rd. Any interim improvements that may be allowed to be constructed shall be as approved by the City Engineer.

b. Farmers Central Rd along the frontage of the tentative map shall be constructed in phases with subsequent final maps. Improvements shall include the entire south half of the street section including landscaping plus a westbound travel lane, four foot shoulders (2 feet paved, 2 feet unpaved) and drainage features to the satisfaction of the City Engineer. Should Farmer's Central Road connect to Harry Lorenzo drive (CR 101) additional widening for turn lanes shall be necessary at the intersection of Pioneer Avenue. Geometric Design to be submitted to the City Engineer for approval. Applicant shall be required to install 72" storm drain line on the north side of the street, if it cannot be demonstrated that later installation of the line will not disturb the pavement section; and applicant shall meet all lighting standards for collector roadways and install additional lights as necessary to do so.

c. Any phased final map that does not include connection to Harry Lorenzo Drive shall include a dedicated emergency vehicle access subject to the approval of the City Engineer and Fire Marshall. Minimum section shall be a gravel road load for a 20 ton vehicle in a 10 year storm which is then constructed on top of 12" of lime treated native base material (not counted in the structural section).

d. With the connection of Farmers Central Road to CR 102 the intersection shall be controlled by a traffic signal. Signal is to be constructed at applicant's expense subject to a reimbursement from the financing district.

e. If Farmers Central Rd to the east of the Heidrick Tentative map is not constructed prior to the first final map a traffic signal shall be installed at the intersection of Farmer's Central Road/Collector 1 upon the approval of the final map that triggers the 1400th unit in the SLSP area east of Highway 113. The City Engineer may waive this requirement if he determines it is unnecessary.

f. Provide a structural pavement section for the segment of Farmer's Central Road, from Pioneer Avenue to Collector 1, based on minor arterial standards.

g. Align Farmers Central Road at Pioneer Avenue to minimize the curve east of the intersection at Pioneer Avenue. Minimum tangent lengths at the intersection shall be in accordance with City Standards (100'). Prepare a street section detail for Farmers Central Rd. east of Pioneer Avenue that includes the Farmer's Central Storm Drain Ditch.

h. The final map shall identify relinquishment of access rights for Lot A along Farmers Central Road within 250 feet of Pioneer Avenue and within 100 feet of "D" Street.

i. Partial street improvements shall have temporary bulb turn arounds dedicated to the City at the end of each street. Bulb design is subject to approval of the City Engineer.

j. ~~Final map for lots 77 through 90 shall include dedication of land for a roundabout at Farmers Central Road and Harry Lorenzo Drive (CR 1010). Applicant shall submit design for the roundabout to the City for approval with this final map. Applicant shall modify lots as necessary~~.

Final map for lots 70 - 99 shall include connection of Farmers Central Road (FCR) to Harry Lorenzo Avenue (aka Road 101) and design and construction of the Roundabout at the intersection of Harry Lorenzo Avenue and FCR. Applicant shall construct that includes: full improvements south of centerline and two 12' travel lanes with 4' paved shoulders north of centerline, plus full improvements at the roundabout (within the ultimate alignment). Lots 77 through 99 shall be modified to allow for construction of the roundabout and the onsite right of way required. Condition shall be deemed fulfilled if construction is completed by others; however, a fair share reimbursement amount may be required at final map as determined by the City. City shall include the roundabout in the next SLIF CIP draft update for approval and final consideration by Council. City shall endeavor to collect a fair share of the total cost from adjacent property owners with their next entitlement request.

Should after a good faith effort based on an Appraisal to MAI standards, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall fund all costs and deposit estimated cost of land, staff time and attorney time to obtain the land as determined by the City. After land has been obtained, City shall relinquish balance of funds on hand.

k. Temporary cul de sacs and emergency vehicle access shall have fixed obstacles to prevent traffic from driving across undeveloped ground to road 101. Emergency vehicle access shall have city approved removable bollards to allow for emergency vehicle access. All temporary cul de sacs at the end of roads shall a continuous barrier to traffic in accordance with City detail 0350 or other continuous barrier method approved by the City Engineer.

l. The applicant shall improve the bicycling facilities and opportunities within the Spring Lake Specific Plan.

5. County Road 101

a. ~~The first final map in Heidrick that connects to Harry Lorenzo (CR 101) Drive shall improve Harry Lorenzo Drive (CR 101) from Farmers Central Rd. to CR 25A. The improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards.~~

The first final map in Heidrick that connects to Harry Lorenzo Avenue (CR 101) shall improve Harry Lorenzo Avenue (CR 101) from Farmer's Central Road to CR 25A, unless completed by others. Along the frontage of the map the project shall modify the street section to City structural and drainage standards including a street cross section that include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans), 8.5 foot street-side planter strips (including 0.5 ft curb) and 5.5' wide sidewalk on the east half of the street, and include a 12' travel lane, an 8 foot parking lane (including 2 foot gutter pans) and a 0.5 ft curb on the west side of the street (abutting the MPRA), plus transition sections. This will apply unless an alternative interim pavement section is approved by the City Engineer. South of the new street section constructed by the project the improvement shall be for type three Slurry or Micro pave as determined by the City plus signing and striping to City Standards for the existing two lane rural road.

b. Applicant shall contract a certified arborist to make recommendations as to health of existing trees located along CR 101; and then the improvement plans shall have a specific section for the maintenance of the health of the trees and their incorporation into the ultimate public improvements. Said section shall be subject to the approval of the City Engineer at the time of subdivision improvement plan submission.

6. County Road 25A

a. At the time of final map; applicant shall pay $794 per single family or duplex lot as a fair share towards improving CR 25A.

7. Deleted

8. Intersection Enhancement Details

The following improvements will be constructed:

a. Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer. Locations defined for textured crosswalks, raised crosswalks or intersection may be changed at the time of the subdivision improvement plans at the discretion of the City Engineer.

9. Local Streets and Alleys

The following improvements will be constructed:

a. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.

b. Public alleys shall be constructed of reinforced concrete with a design subject to the approval of the City Engineer, underground drainage connection may be required due to type and style of lot grading. Alley shall intersect adjacent street with a commercial driveway.

c. Additional lighting shall be required on the rear of each building to illuminate the alley. Alley illumination lights shall direct lighting to the alley and be approved by the building official. CC&R's shall include the lighting requirement. The CC&R's shall be included in the disclosure statement.

d. CC&R's shall include requirement for garbage, recycle and green waste toters to be brought to the street for pickup. This CC&R shall be included in the disclosure statement.

Tentative Map Street Cross-Sections, Sheet 4 of 4, dated October 10, 2003). Conditions and Changes shall be made as follows:

10. Street Section - (Local 54')

    a. Add all street names that will be 54' to the detail heading.

11. Street Section - (Local 57')

    a. Add all street names that will be 57' to the detail heading

12. **ADD NEW DETAIL** – 25-Foot Subdivision Trail

    a. Add cross section detail of subdivision trail.

13. **ADD NEW STREET CROSS SECTION**- Pioneer Ave., Farmers Central Rd to High School.

    a. Street cross section shall be modified to clearly depict improvements to be constructed with first final map. The east side street cross shall match existing street cross section being constructed with the new Pioneer High School. Landscaping, with the exception of trees, may be deferred until the west side landscaping improvements are constructed. A 6-foot AC interim pathway shall be constructed. The east side street improvements shall be constructed with the First final map.

14. **ADD NEW STREET CROSS SECTION**- 57-Foot Local Street

    a. "A", "B", "D", "F", and "2 Court Street

15. **ADD NEW STREET CROSS SECTION-** CR 102- Gibson Rd. to Farmer's Central Rd.

    a. Depict full improvements

16. Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.

17. Construction of the intersections of Farmers Central Rd at Pioneer Avenue, Farmers Central Rd. at Collector 1, and Pioneer Avenue and Collector 4 shall include the construction of the underground portions of future traffic signals and the above ground portions as the City Engineer deems necessary at the time of sub division improvement plans.

18. Additional traffic related improvements shall be incorporated upon completion of the traffic study. These may include offsite improvements to CR 101 and CR 25A as well as additional traffic signal improvements.

19. A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and stripping shall be in accordance with the City of Woodland Design and Construction Standards.
20. Prior to approval of the first tentative the project must determine an fund a fair share of the capital and operating costs associated with providing public transit service to the Plan area per SLSP regulation 4.35 and (TOC EIR MM 4.6-3).

21. Prior to approval of the first tentative the project must prepare and have approved by the City and Transportation District, a transit plan per SLSP regulation 4.36and (TOC EIR MM 4.6-4)

22. Street light types shall be those historic types identified in the SLSP Design Standards. The City is updating its design standards and details for spacing historic lights. Improvement plans shall be designed to those standards when adopted.

Storm Drainage and Site Grading (Sheet 2)

23. A comprehensive storm drainage master plan shall be prepared by a registered civil engineer for project watershed(s), including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required) and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate off-site storm water.

24. Tentative Map Area Storm Drainage Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.

25. The Tentative Map area drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Public works Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.

26. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the

proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, “I hereby state that all improvements have been substantially constructed as presented on these plans”. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

27. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

28. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

29. Drainage fees shall be paid prior to issuance of a building permit.

30. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

31. Prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating SLSP property owners for the disposal and sharing of the excavated soil from the construction of the East Regional Detention basin and conveyance facilities. The excavated soil is the property of the SLSP.

32. All projects shall comply with the City’s Storm Water ordinance, which includes implementation of post-construction best management practices (BMP). Post construction BMP’s shall be identified on improvement plans and approved by the City Engineer.

33. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

34. Applications/projects disturbing less than one acre of soil shall implement BMP’s to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.

35. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP). Depth of the water table. The City Engineer shall approve water table depth at the time of submission of the sub division improvement plans.

36. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary

permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

37. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

38. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.

Wastewater and Sewer Collection System (Sheet 3)

39. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.

40. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

41. Prior to approval of the first tentative map, a comprehensive on-site sewer collection system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.

42. A Tentative Map Area Sewer Collection System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

43. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

44. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.

Water Infrastructure Conditions (Sheet 3)

45. All materials and installation of the water system shall be at the applicant’s expense per City of Woodland Standard Specifications and Details.

46. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map. Verification shall the following conditions.
47. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier.

48. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.

49. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law.

50. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service die to a water shortage declared by the water agency.

51. Based on SLSP water modeling two new wells are needed to serve the first stage of development as identified in the SLSP. If the parcels required for the two new wells have not been acquired, the project applicant shall be required to acquire said parcels prior to approval of the first final map. The City will oversee the design and construction of two new wells. No building permits will be issued prior to construction and operation of two (2) new wells to serve the SLSP area. Only if the City acquires and develops the existing County well or the College well as municipal wells and develops the City's Regional Park well as a municipal well as interim water production facilities will the applicant be able to defer construction of the two new wells. Either a development agreement or the subdivision improvement agreement will provide for reimbursement or credit against water connection fees to cover the development of this facility.

52. The Applicant shall submit a well site plan with facility elevations for City approval with the final map application. (This condition may be waived if site plan is prepared by another project).

53. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.

54. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered.

55. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention

assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

56. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

57. The City of Woodland Plan Review Fee applies and is due upon submittal of the maps and plans for review.

58. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.

59. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

60. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.

61. Prior to approval of the first tentative map, a comprehensive on-site Water system master plan shall be prepared by a registered civil engineer for project, including the entire SLSP area, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the SLSP area.

62. A Tentative Map Area Water System Master Plan shall be submitted for approval by the Public Works Director prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

General Public Works Conditions

63. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.

64. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

65. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this Project.

66. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit.

67. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

68. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.

69. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.

70. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Woodland and the utility providers.

71. Street lighting location plan shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.

72. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.

73. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been accepted by the City Council, and the City has approved as-built drawings, and the unit has been issued a Certificate of Occupancy by the Building Official. Applicants, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.

74. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.

75. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.

Easements and Right of Way

76. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

77. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.

78. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception- Not required on Pioneer Ave or Parkway Drive. With City Engineer approval the PUE may be 7 feet behind a separated sidewalk.

79. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

80. The final map shall identify a relinquishment of access rights along County Road 102, Parkway Drive, and Pioneer Ave. Except pedestrian access may be provided adjacent arterial sidewalk.

81. Prior to the approval of the final map the developer shall have procured all necessary offsite easements including but not limited to the conveyance of agricultural runoff.

Reimbursements for Applicant Install Improvements

82. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

Landscaping and Lighting

83. Project proponents shall enter into the Landscape and Lighting District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.

84. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department per the SLSP and SLSP Design Guidelines.

85. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

86. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

87. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.

88. Underground any overhead utilities within the project.

89. Submit proposed Street names for approval by the City of Woodland.

90. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.

91. Public improvements in addition to roadway construction shall include water; sewer and storm drain mains, Fire hydrants, streetlights and railroad crossing improvements.

92. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans and the railroad.

93. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.

94. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

95. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.

96. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.

Fire Department:

1. The Woodland Fire Department requires that development fees for future Woodland Fire Department capital projects are included in the development package and included in the Major Projects Financing Plan.

2. Homes proposed in the plan will be constructed with approved fire sprinkler systems in accordance with Chapter 9-A of the City of Woodland Municipal Code and NFPA 13-D.

3. Provide fire hydrants, which are spaced and constructed in accordance with the approved standards contained in the 2002 City of Woodland Standards and Specifications and Details Manual Chapter 7, Section 7.3 Fire Hydrants, which specifies that "Hydrants shall have a maximum spacing of 300-feet in all areas."

4. Appropriate street names for the project will be selected by the Woodland Fire Department after the homes are numbered by the Community Development Department.

5. The applicant shall conform with Development Regulations 4.7.3, 4.9.5, 6.24, and 6.25 to the satisfaction of the Fire Chief.

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City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
9.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Authorize the City Manager to purchase Technology Network Upgrades

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to purchase storage equipment to refresh portions of the technology infrastructure for an amount up to $100,000 for the storage area network (SAN), plus annual support contract.

Fiscal Impact

City staff has obtained a competitive quote for a Nimble Storage Area Network device for $97,946.67. Funding has been allocated from the technology services fund in the 13/14 budget. As is standard, there will be annual support costs for this capital component. There is one year of maintenance support included in the cost above. The yearly cost is comparable to the SAN devices being replaced.

Background

To ensure a reliable, robust, and secure technology infrastructure, best practice encourages timely replacement (refreshment) of technology infrastructure hardware. As technology infrastructure hardware ages, it becomes less reliable which results in higher support costs and increased staff disruption. Technology infrastructure replacement cycles typically run three – five years depending upon the hardware. This request for purchase is for a major component of the City's technology infrastructure, the Storage Area Network (SAN).

The (SAN) is designed to provide large amounts of data storage with fast access for data retrieval, and is configured with redundancy to allow the SAN to continue to perform in the event of hardware failure. A series of hardware failures began earlier this year. Fortunately, the failures have not resulted in downtime, but significant maintenance time has been expended to deal with these issues. Nevertheless the failures are an indication that the hardware is approaching the end of useful life and replacement is recommended. The SAN is being configured to support the City's planned technology investments and provide flexibility and options for virtualization expansion in the future.

Discussion

The alternative is to pay increasing maintenance cost to support a data storage system that is at the end of useful life and risk of downtime due to a major hardware failure.

Conclusion

Staff recommends that the City Council authorize the City Manager to purchase storage equipment to refresh portions of the technology infrastructure for an amount up to $100,000 for the storage area network (SAN), plus annual support contract.

Prepared by: Scott Sawin
IS Administrator

Paul Navazio
City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
10.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Second reading of Ordinance Amending Chapter 14A of the Woodland Municipal Code Relating to Administrative Citations

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. 1551 amending Chapter 14A of the Woodland Municipal Code relating to Administrative citations.

Fiscal Impact

Adoption of this ordinance would have negligible fiscal impact. Although the amendments will reduce the costs associated with administrative citation appeals, these costs have been avoided in the past through the dismissal of citations.

Report in Brief

The proposed amendments to Chapter 14A Section 7 of the Municipal Code would simplify the appeal procedure for administrative citations by redefining the requirements of a hearing officer and clarifying the hearing procedures.

Background

Chapter 14A Section 7 of the Woodland Municipal Code establishes procedures for an administrative citation program as an alternative method of code enforcement to the traditional criminal abatement actions to effect compliance with the Woodland Municipal Code. Additionally, Section 7 establishes procedures for the appeal of administrative citations designating the "hearing officer" to be an administrative judge or hearing officer of the Office of Administrative Hearings and authorizing the City Manager to enter into a contract with the Office of Administrative Hearings of the State of California for services for an administrative judge or a hearing officer to conduct appeal proceedings.

Discussion

The appeal proceedings as outlined in Chapter 14A Section 7 were cost prohibitive and cumbersome resulting in administrative citations being dismissed when the citations were appealed rather than proceeding through the appeal process. The recommended amendments authorize the City Manager to appoint a "hearing officer" without the requirement of contracting with the Office of Administrative Hearings. The proposed amendments will simplify the appeal process for administrative citations and result in fewer citations being dismissed as a matter of process.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1551 amending Chapter 14A of the Woodland Municipal Code relating to Administrative citations as stated in alternative 1.

Prepared by: Dan Bellini
Chief of Public Safety

Paul Navazio
City Manager

Attachment: Ordinance relating to Administrative citations.

ORDINANCE NO. _________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 14A-7-2, 14A-7-3, AND 14A-7-9 AND DELETING SECTION 14A-7-14 OF THE WOODLAND MUNICIPAL CODE RELATING TO ADMINISTRATIVE CITATIONS

WHEREAS, the City Council of the City of Woodland finds that the enforcement of the Woodland Municipal Code ("WMC") and applicable state codes throughout the City is an important public service; and

WHEREAS, enforcement of the WMC is vital to the protection of the public's health, safety and quality of life; and

WHEREAS, a comprehensive code enforcement system that uses a combination of judicial and administrative remedies is critical to gain compliance with code regulations; and

WHEREAS, the assessment of administrative citations and civil penalties through an administrative hearing procedure for code violations is a necessary alternate method of code enforcement; and

WHEREAS, the City is authorized by Government Code section 53069.4 to impose administrative fines and penalties for violations of the WMC; and

WHEREAS, the City wishes to amend some provisions of its administrative fine ordinance, including specifying who may act as a hearing officer, consistent with constitutional due process requirements.

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

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

Section 2. **Authority.** The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 53069.4.

Section 3. **Amendment.** Section 14A-7-2 of the Woodland Municipal Code is hereby amended to read in full as set forth below:

> "**Sec. 14A-7-2. - Definitions.**
>
> As used in this article, the following words and phrases shall have the meanings given in this section:
>
> "Administrative citation" means the written notice provided to a responsible person to inform that person of a violation of the

Woodland Municipal Code, its adopted codes or applicable state codes.

"Enforcement officer" means any officer or employee with the authority to enforce the Woodland Municipal Code, its adopted codes or applicable state codes.

"Hearing officer" means the hearing officer appointed by the city manager. The hearing officer may be a city employee, but in that event the hearing officer shall not have had any responsibility for any investigation, prosecution or enforcement of the type of proceeding at issue and shall not have had any personal involvement in the proceeding to be heard within the past twelve months or possess any disqualifying interest in the outcome of the proceeding.

"Nonemergency health or safety violation" means a violation of any building, plumbing, electrical or other similar structural or zoning ordinance which does not create an immediate danger to health or safety.

"Responsible person" means:

(1) Any individual or legal entity who is the owner, tenant, co-tenant, lessee, sub-lessee, occupant or other person with any right to possession of the real property, owner or authorized agent of any business, company, or entity, or the parent or the legal guardian of any person under the age of eighteen years, who causes, permits or maintains a violation of the Woodland Municipal Code, its adopted codes or applicable state codes;

(2) Any individual, legal entity or the parent or the legal guardian of any person under the age of eighteen years, who causes, permits or maintains a violation of the Woodland Municipal Code, its adopted codes or applicable state codes."

Section 4. __**Amendment**__. Section 14A-7-3 of the Woodland Municipal Code is hereby amended to read in full as set forth below:

"Sec. 14A-7-3. - Authority.

(a) Any responsible person violating any provision of the Woodland Municipal Code, its adopted codes or applicable state codes may be issued an administrative citation by an enforcement officer as provided in this article. A violation of this code includes, but is not limited to, all violations of the Woodland Municipal Code, the codes adopted by the city council, applicable state codes or failure to comply with any condition imposed by any entitlement, permit, agreement or environmental document issued or approved under the provisions of this code.

(b) Each and every day or portion thereof that a violation of this code exists constitutes a separate and distinct offense.

(c) A civil fine shall be assessed by means of an administrative citation issued by an enforcement officer.

(d) Fines shall be assessed in the amounts specified by resolution of the city council, or where no amount is specified, fines shall be assessed in an amount not exceeding:

(1) One hundred dollars for a first violation;

(2) Two hundred dollars for a second violation of the same provision or permit within one year;

(3) Five hundred dollars for each additional violation of the same provision or permit within one year.

Section 5. **Amendment.** Section 14A-7-9 of the Woodland Municipal Code is hereby amended to read in full as set forth below:

"Sec. 14A-7-9. – Hearing procedure – Fees.

(a) A hearing request shall be deemed filed upon receipt of a hearing request form by the city clerk's office and the payment of any hearing fee which may be established by city council resolution. Any hearing fee shall not exceed the reasonable cost to the city of a hearing.

(b) The hearing before the hearing officer shall be set for a date that is not less than fifteen and not more than sixty calendar days from the date of the hearing request. The person requesting the hearing shall be notified of the time and place set for the hearing at least fifteen calendar days prior to the date of the hearing. The hearing date may be extended beyond the time period prescribed in this section with the consent of the person requesting the hearing.

(c) The hearing officer shall only consider evidence that is relevant to the hearing matter.

(d) The person requesting the hearing shall be given the opportunity to testify and present witnesses and evidence concerning the hearing matter.

(e) The failure to appear at the hearing shall constitute a forfeiture of any fine and a failure to exhaust administrative remedies.

(f) Any documents submitted by the city shall constitute prima facie evidence of the respective facts contained in those documents.

(g) At least ten days prior to the date of the hearing, the person requesting the hearing shall be provided with copies of the citations, reports and other documents submitted or relied upon by the city. No other discovery is permitted. Formal rules of evidence shall not apply.

(h) If the city submits an additional written report concerning the hearing matter to the hearing officer for consideration at the hearing, then a copy of the report shall also be served on the person requesting the hearing in accordance with Section 14A-7-4 of this article at least five days prior to the date of the hearing.

(i) The hearing officer may continue the hearing and request additional information from the city or the person requesting the hearing prior to issuing a written decision.

(j) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision within ninety days of the date of the hearing and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final.

(k) The person requesting the hearing shall be served with a copy of the hearing officer's written decision in the manner prescribed by Section 14A-7-4 of this article.

> The hearing officer is not required to provide transcriptions of hearings, but is required to make available tapes of hearings for a fee."

Section 6. **Amendment.** Section 14A-7-14 of the Woodland Municipal Code is hereby deleted and of no further force or effect.

Section 7. **Severability.** If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

Section 8. **Effective Date and Notice**. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of __________________, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. "Skip" Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara Ueda, City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
11.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Second Reading of Ordinance Amending Chapter 15A of the Woodland Municipal Code Relating to Aggressive Solicitation

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. 1552 amending Chapter 15A of the Woodland Municipal Code relating to aggressive solicitation.

Fiscal Impact

Adoption of this ordinance would have negligible fiscal impact.

Report in Brief

The proposed amendments to Chapter 15A of the Woodland Municipal Code would add a new Article defining and prohibiting aggressive solicitation and prohibiting all solicitation in specified locations.

Background

There has been an increase in aggressive solicitation throughout the City of Woodland which has become disruptive to residents and businesses and has contributed to the sense of fear and intimidation. Current regulations do not adequately enable officers to address aggressive solicitation or mitigate hazards that arise as a result of aggressive solicitation. Presently, Chapter 15A of the Woodland Municipal Code addresses Peddlers and Solicitors. The proposed amendment to Chapter 15A would add a new Article defining and prohibiting aggressive solicitation and prohibiting all solicitation in specified locations.

Discussion

The solicitation of people in places where they are a captive audience, where it is impossible or difficult for them to exercise their own right to decline to listen to or avoid solicitation from others contributes to the loss of access to and enjoyment of public places. Soliciting money from persons at or near banks or automated teller machines is threatening and dangerous and often carries with it an implicit threat to both person and property. Additionally, soliciting vehicles within the roadway and near the entrance and exit of parking lots creates traffic hazards which cannot be mitigated through enforcement of existing regulations. Restricting solicitation in such places will provide a balance between the rights of solicitors and the rights of persons who wish to decline such solicitations.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1552 amending Chapter 15A of the City of Woodland Municipal Code relating to aggressive solicitation as stated in alternative 1.

Prepared by: Dan Bellini
Chief of Public Safety

Paul Navazio
City Manager

Attachment: Ordinance relating to aggressive solicitation

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 15A OF THE WOODLAND MUNICIPAL CODE RELATING TO AGGRESSIVE SOLICITATION

WHEREAS, subject to the limitations imposed by the United States and California Constitutions, the City of Woodland has the authority to regulate solicitation; and

WHEREAS, these limitations generally require that regulations be narrowly tailored to regulate solicitation that specifically interferes with the City's stated interests; and

WHEREAS, the City has a lawful interest in ensuring traffic safety and traffic flow and in protecting its citizens from the fear and intimidation accompanying certain kinds of solicitation; and

WHEREAS, the City wishes to prohibit certain forms of solicitation as set forth in this Ordinance; and

WHEREAS, these regulations are based on the following findings:

1. An increase in aggressive solicitation throughout the City has become extremely disturbing and disruptive to residents and businesses, and has contributed not only to the loss of access to and enjoyment of public places, but also to an enhanced sense of fear, intimidation and disorder.

2. The presence of individuals who solicit money from persons at or near banks or automated teller machines is especially threatening and dangerous. Such activity often carries with it an implicit threat to both person and property.

3. The City Council finds as abusive the solicitation of people in places where they are a "captive audience" in which it is impossible or difficult for them to exercise their own right to decline to listen to or to avoid solicitation from others. Restricting solicitation in such places will provide a balance between the rights of solicitors and the rights of persons who wish to decline or avoid such solicitations, and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations.

4. Actively soliciting vehicles within the roadway and near the entrance and exit of parking lots and structures creates traffic hazards, including impeding the safe, orderly flow of traffic. These hazards cannot be mitigated through the enforcement of existing regulations, including those contained in the Vehicle Code.

5. Permitting active solicitation in most sidewalks ensures persons have an adequate opportunity and avenue to engage in constitutionally protected activities.

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

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

Section 2. **Authority.** The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. **Amendment.** Sections 15A-1 through 15A-7 of the Woodland Municipal Code are hereby incorporated into a new Article I of Chapter 15A entitled "Article I - Commercial Peddlers." To reflect this new Article I of Chapter 15A, Sections 15A-1 through 15A-7 are renumbered by inserting a "-1" into each section number. For example, Section 15A-1 is renumbered as 15A-1-1, and Section 15A-2 is renumbered as 15A-1-2. Except as expressly modified by this section, current Sections 15A-1 through 15A-7 shall remain in full force and effect without substantive change.

Section 4. **Amendment.** A new Article II is added to Chapter 15A of the Woodland Municipal Code entitled "Article II – Aggressive Solicitation" to read in full as set forth in the attached Exhibit "A".

Section 5. **Severability.** If any provision or clause of this ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

Section 6. **Effective Date and Notice**. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of __________________, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. "Skip" Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ARTICLE II
AGGRESSIVE SOLICITATION

Sec. 15A-2-1. – Definitions.

For purposes of this article:

(a) "Solicit, ask or beg" shall include using the spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods or services.

(b) "Public place" shall mean a place to which the public or a substantial group of persons has access, and includes, but is not limited to, any street, highway, sidewalk, parking lot, plaza, transportation facility, school, place of amusement, park, playground, and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.

Sec. 15A-2-2. – Aggressive solicitation prohibited.

(a) No person shall solicit, ask or beg in an aggressive manner in any public place.

(b) "Aggressive manner" shall mean any of the following:

(1) Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging, if that conduct is intended or is likely to cause a reasonable person to:

(i) fear bodily harm to oneself or to another, damage to or loss of property, or

(ii) otherwise be intimidated into giving money or other thing of value;

(2) Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of soliciting, asking or begging;

(3) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;

(4) Using violent or threatening gestures toward a person solicited either before, during, or after soliciting, asking or begging;

(5) Persisting in closely following or approaching a person, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the solicitor; or

(6) Using profane, offensive or abusive language which is inherently likely to provoke an immediate violent reaction, either before, during, or after solicitation.

Sec. 15A-2-3. – All solicitation prohibited at specified locations.

(a) Banks and ATMs. No person shall solicit, ask or beg within 15 feet of any entrance or exit of any bank, savings and loan association, credit union, or check cashing business during its business hours or within 15 feet of any automated teller machine during the time it is available for customers' use. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. Provided further that no person shall solicit, ask or beg within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this paragraph shall be construed to prohibit the lawful vending of goods and services within such areas.

(1) Definitions. For purposes of this section:

(i) "Bank" means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

(ii) "Savings and loan association" means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.

(iii) "Credit union" means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

(iv) "Check cashing business" means any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

(v) "Automated teller machine" shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

(vi) "Automated teller machine facility" shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

(2) Exemptions. The provisions of this subsection shall not apply to any unenclosed automated teller machine located within any building, structure or space whose primary purpose or function is unrelated to banking activities, including but not limited to supermarkets, airports and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

(b) Motor vehicles. No person shall approach an operator or occupant of a motor vehicle for the purpose of soliciting, asking or begging while such vehicle is located on any public street, any median of a public street, any parking lot or structure, or within fifteen feet of any vehicular entrance or exit of any parking lot or structure, provided, however, that this paragraph shall not apply to services rendered in connection with emergency services or repairs requested by the operator or passenger of such vehicle.

(1) Parked Vehicle Exemption. This subsection shall not apply to vehicles lawfully parked within a public street.

(2) Sidewalk Exemption. This subsection shall not apply to any sidewalk or walkway unless located within fifteen feet of the vehicular entrance or exit of any parking lot or structure.

(3) Special Event Exemption. This subsection shall not apply to soliciting, asking or begging associated with a special event for which a permit or authorization has been obtained pursuant to article XI of chapter 20 of this code.

(c) Public transportation vehicles. No person shall solicit, ask or beg in any public transportation vehicle.

(1) "Public transportation vehicle" shall mean any vehicle, including a trailer bus, designed, used or maintained for carrying 10 or more persons, including the driver; or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire.

(2) Exemption. This subsection shall not apply to public transportation vehicles operated by the federal government or the state or any of its subdivisions.

(d) Restaurants. No person shall solicit, ask, or beg in any restaurant, including any outdoor or indoor dining area of a restaurant, or other establishment serving food for immediate consumption, or within twenty feet of the entrance to or exit from such restaurant or other establishment serving food for immediate consumption, if the person soliciting, asking, or begging remains there after being asked to leave by the owner, manager, supervisor, or other authorized agent of the restaurant or other establishment.

Sec. 15A-2-4. – Penalty.

Any person violating the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed five hundred dollars, or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment. Nothing in this article shall limit or preclude the enforcement of other applicable laws.

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
12.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Amend Professional Services Agreement for the Southwest Tank and Pump Station Project, CIP 08-33.

Recommendation for Action

Staff recommends that the City Council approve the increase in the Professional Services Agreement for the Southwest Tank and Pump Station Project, CIP 08-33 in an amount not to exceed $91,178 with West Yost Associates and authorize the City Manager to execute the amended agreement.

Fiscal Impact

The capital budget for the project is $8,517,400. This additional engineering amount is included in the approved total budget for this project. The cost of the original contract and previous amendments was $451,400.

Background

The City has done previous water studies which have demonstrated that a new water storage tank is needed in the southwest part of the City to both allow the new surface water treatment plant to function efficiently and to improve water pressure throughout the City. Numerous sites were considered and the site at the corner of Road 98 and West El Dorado Drive was selected. Informational letters were sent to those in the neighborhood and a neighborhood meeting was also held. Since the site is currently used as both a stormwater detention basin and as David Douglass Park, significant efforts have been taken to maintain stormwater handling capabilities and to minimize visual, noise and aesthetic impacts.

Initially, both ground level steel and concrete tank design concepts were considered to minimize costs. As the geotechnical information was obtained it became important to partially bury the tank in order to reduce the new loading on the sub-soil and to also reduce the costs for the tank's foundation. This partial burying of the tank criteria eliminated the steel tank design concept for further consideration. Partially burying the tank reduced soil loading, reduced the foundation construction cost, and also allowed for reducing the tank's height above ground level. The success of this design change required additional geotechnical and structural design efforts. Design concepts were presented to Council on September 6, 2011. With input from the community, the Council requested that to the extent practical the height and visual impacts of the tank be reduced. Additional redesign work was done to both reduce the height of the tank's roof and to further bury the tank. Council's approval of the project's plans and specification included modifications to the project to address these concerns among other design changes to the project, including; partially burying the tank, the planting of screening trees, landscaping, pathways, pathway lighting, and a restroom facility.

Discussion

The additional engineering costs were needed for redesign work to implement appropriate neighborhood mitigation measures. The additional costs also relate to extra work needed for the planning of more efficient stormwater management of this facility by automating the drainage Ashley Street gate to utilize SCADA.

The City's Purchasing Policy requires Council approval of this amendment to the engineering agreement.

Conclusion

Staff recommends that the City Council approve the increase in the Professional Services Agreement for the Southwest Tank and Pump Station Project, CIP 08-33 in an amount not to exceed $91,178 with West Yost Associates and authorize the City Manager to execute the amended agreement.

Prepared by: Douglas Baxter
Principal Civil Engineer

Reviewed by: Brent Meyer
City Engineer

Approved by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 13.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Approve the Acceleration of Funds to the Army Corps of Engineers for Funding the Charette for the Lower Cache Creek Feasibility Study

Recommendation for Action

Staff recommends that the City Council approve the acceleration of funds in the amount of $146,500 to fund the Charette for the Lower Cache Creek Feasibility Study CIP # 09-15 and authorize the City Manager to sign the agreement.

Fiscal Impact

The City Council has authorized the expenditure of $1.4M to develop the Lower Cache Creek Feasibility Study CIP #09-15. This is to fund the Local Sponsor's Share (City of Woodland) of a joint effort of the U. S. Army Corps of Engineers (Corps), California Department of Water Resources (DWR), and the City of Woodland. The estimated cost of the original study was $5.6M. The Corps has recently instituted a policy it calls 3 by 3 by 3. This is shorthand for the Corps' decision that Corps Feasibility Studies should cost $3M, take 3 years to complete, and require 3 levels for approval before being sent to Congress for inclusion in a Water Resources Development Act Bill. In order for the study to be included in the 2015 Presidents Budget for full funding, the Corps is asking the City of Woodland as the Local sponsor and DWR as the State sponsor to each contribute $146,500 to fund a Charette to develop a plan that will reduce the original plan costs to $3M. This could reduce both the City and DWR's cost share significantly.

Background

Flooding from Cache Creek is a regional problem that has consequences for the City of Woodland residents and development community. In order to solve this problem a regional plan is needed. The Council approved $1.4M to pay for the development of a regional plan in partnership with the Corps and DWR. The original proposed project was expected to cost the partnership $5.6M and take about five years. The Corps has been waiting for Congressional authorization in the President's Budget for the last three years and using other funds to keep the project moving. This is because Congress has stopped their practice of earmarking feasibility studies for full funding

Discussion

In order to accomplish the charette process so that a request to include full funding for the feasibility study can be included in the 2015 Presidents Budget, the Corps is asking the City of Woodland as the Local sponsor and DWR as the State sponsor to each contribute $146,500 to fund a Charette to develop a plan that will reduce the original plan costs to $3M. This could reduce both the City and DWR's cost share significantly. A Charette is the Corps process where the Corp obtains agreement from all three of their administrative levels of the required scope, and cost of the study to meet the 3 by 3 by 3 Policy. This occurs in a multi-administrative meeting and study to accomplish this goal. The Corps will not seek to add this project to the President's Budget without the assurance that the Charette will give them on the ability of the Corps and the sponsors to meet the 3 by 3 by 3 Policy Goals. It is in the City's interest to meet the 3 by 3 by 3 to facilitate the completion of the study and reduce their costs as the local sponsor. If the Lower Cache Creek Feasibility Study is included in the 2015 President's Budget and approved by Congress, the need for the local and state sponsors to accelerate funds to the Corps will be eliminated for the rest of the Study period.

Conclusion

Staff recommends that the City Council approve the acceleration of funds in the amount of $146,500 to fund the Charette for the Lower Cache Creek Feasibility Study CIP # 09-15 and authorize the City Manager to sign the agreement.

Prepared by: Mark Cocke
Senior Civil Engineer

Reviewed by: Brent Meyer
Principal Civil Engineer

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Enclosures: Acceleration Funding Request

June 12, 2013

Linda N. Finley, Chief
U. S. Army Corps of Engineers
Programs and Project Support Branch
Sacramento District
1325 J Street, 12th Floor
Sacramento, California 95814-2922

Dear Ms Finley,

The Central Valley Flood Protection Board (Board) and the City of Woodland, the Lower Cache Creek Feasibility Study's (Study) Non-federal Sponsors, would like to exercise their option to provide accelerated funds to the government to be used for this Study. In accordance with the Feasibility Cost Sharing Agreement's (FCSA) Amendment #1 (Article II, Section K) between the Department of the Army, the City of Woodland, and the Board, the Non-federal Sponsors may:

> "...offer in writing to accelerate provision to the Government of all or a portion of their contribution of funds ... for immediate use by the Government for the Study. Any such offer shall be in writing and shall identify the amount of funds that the Non-federal Sponsors are proposing for accelerated provision and use."

The Study received no funding in the President's fiscal year (FY) 2013 Budget, and FY 2014's federal funding extent is presently unknown. In addition, any possible FY 2013 U.S. Army Corps of Engineers (USACE) Civil Works Budget funding allocation is still unknown. Based on current budget projections, we believe this federal funding level will likely be insufficient to complete the Study on schedule.

The Non-federal Sponsors consider this Study to be a vital and necessary step to determine the federal funds that will be applied to projects that are critically important to the Central Valley Region's people and property.

Therefore, pursuant to FCSA Article II, Section K, the Non-federal Sponsors offer to accelerate their cash funding contribution totaling $293,000, for immediate government use on this study. This payment will be provided in equal payments of $146,500 from each of the Non-federal Sponsors.

This payment is based on the projected funds required by USACE to prepare for and conduct the Re-scoping Charette anticipated for later this summer as described in the Project Management Quarterly Update attached to the letter to Jay Punia, Executive Director, Central Valley Flood Protection Board, dated May 21, 2013. The total amount required for the Charette ($343,000) was reduced by $50,000 due to the USACE re-programmed funds recently received for this Study.

We understand accelerated non-federal contributions can be beneficially used to support the required labor and contracting activities necessary to maintain the study schedule for the December 2014 Feasibility phase completion. We also understand USACE will continue to submit quarterly updates and financial overview statements to the Non-federal Sponsors indicating the Study's funding status, along with a description of completed and anticipated activities utilizing these funds.

We look forward to your concurrence and acceptance of our proposed offer. If you have questions, please contact Kent E. Zenobia, Federal Programs Branch Chief, at (916) 574-0912 or Kent.Zenobia@water.ca.gov.

Sincerely,

Paul Navazio
City Manager
City of Woodland

cc: (See attached list)

cc: Michael D. Mahoney, P.E.
Acting Deputy for Project Management
Sacramento District
U. S. Army Corps of Engineers
1325 J Street, Room 1008
Sacramento, California 95814-2922

Linda N. Finley, Chief
Programs and Project Support Branch
Sacramento District
U. S. Army Corps of Engineers
1325 J Street, Room 1008
Sacramento, California 95814-2922

Mr. Charles L. Austin III
Project Manager, Civil Works Program
U. S. Army Corps of Engineers
Sacramento District
1325 J Street, Room 902
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Ms. Alicia Kirchner, Chief
Planning Division
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Central Valley Flood Protection Board
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Sacramento, CA 95821

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Division of Flood Management
3464 El Camino Avenue, Suite 200
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Eric S. Koch, Chief
Flood Projects Office

Kent E. Zenobia, Chief
Project Development Branch

Robert E. Scarborough, Chief
USACE / CVFPB Studies Section
Project Development Branch

Paul R. Larson
Project Manager
USACE / CVFPB Studies Section
Project Development Branch

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
14.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Approve the Contract for Wood Rodgers, Inc. to update the Storm Drainage Facilities Master Plan for the Spring Lake area and Gibson Storm Channel, CIP #11-13

Recommendation for Action

Staff recommends that the City Council approve the contract for Wood Rodgers, Inc. for $227,604 to update the Storm Drainage Facilities Master Plan (SDFMP) for the Spring Lake and Gibson Channel drainage areas, CIP #11-13 and authorize the City Manager to execute the agreement.

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

The $227,604 contract will be paid from the Spring Lake Infrastructure Offsite Improvements Fund for addressing changes needed in the SDFMP because of changes made by the City and the Development Community since the approval of the SDFMP in February 2006. The project was incorporated and approved as part of the 2013-2014 Capital Budget on June 18, 2013. The SDFMP update will be completed by January 31, 2014. The first project associated with this update will be the design of the North Ponds Modification for Storm Drainage. It is anticipated that the design of the North Ponds Modification will cost about $250,000 and ultimate construction of the facility will range between $2 - 3,000,000. The cost for the design and construction of these storm drainage facilities will be distributed on a "fair share basis" between Spring Lake Specific Plan, Master Plan Remainder Area, Gateway II, and the Urban Reserve area associated with Road 25 and East Street. For non-Spring Lake Development, the MPFP will likely need to be updated once project costs are updated for this project.

Report in Brief

The SDFMP update is needed because of changes made by the City and Development Community to the Spring Lake and Gibson drainage areas since 2006. The North Ponds Modification is needed because of the CEQA phase 1 trigger at 1,200 single family homes and a phase 2 trigger of 2,000 single family homes in Spring Lake for mitigation of offsite storm drainage impacts. During phase 1, master planning will be updated that will further define the timing and updated costs of future phases. The master planning will also address contributions from non-Spring Lake Development towards project costs.

Background

Wood Rodgers, Inc. was the contractor for the development of the previous SDFMP approved by the City Council in 2006. Wood Rodgers was also the contractor for the analysis, and mapping for the FEMA PMR (physical map revision) approved on May 16, 2012. The Firm has produced various technical memos relating to drainage impacts in the Spring Lake and Gibson Channel drainage areas and is the most qualified Contractor for this work.

Since the original SDFMP was approved by Council the following changes were made to the Spring Lake and Gibson Channel drainage areas that make the update necessary before the design of the North Ponds Modification can proceed:

1. The planned west detention pond and storm drainage pipeline were relocated to the Community Senior Center Sports Park.
2. The City of Woodland voters approved the permanent Urban Reserve Line near Road 25 and East Street. This will add significantly to the area that the SDFMP needs to provide facilities for mitigation of future impacts and assign costs to development for these future facilities.
3. Portions of the Spring Lake Specific Plan Area drainage facilities were relocated to drain to the south and not into the existing East Detention Pond east of Road 102 and Farmer's Central Road. This requires storm water quality treatment in addition to mitigation of off site storm drainage impacts.
4. Gateway II was approved and provisions for storm water quality treatment in addition to mitigation of off site storm drainage impacts may be more cost effectively provided for in the larger facility instead of in the proposed development area.
5. Future storm water quality regulations may require some form of water quality treatment of the Gibson channel drainage area.
6. Flood protection regulations require the City of Woodland to certify protection from the 200 year (0.5% chance) event. The SDFMP update will provide the necessary information to do this. Wood Rodgers developed the methodology for this certification for Woodland and Yolo County.

The North Ponds Modification for Storm Drainage Project is needed to meet CEQA requirements and prevent increase in damages to downstream (Conaway Ranch). The Project provides storm water impacts mitigation for all Southside development projects at a lower cost than the originally proposed Spring Lake pumping station (~$6M). The project funding comes from the incremental cost paid by each Spring Lake development fee towards offsite improvements as defined in the 1/19/2010 Council report titled "Spring Lake Infrastructure Fee (SLIF) and Spring Lake Specific Plan Financing Plan Update and Urgency Resolution". If housing continues to recover at its present pace this facility will need to be in place by October 2015.

Discussion

The North Ponds were originally used as part of the Water Pollution Control Facility (WPCF) in the early 1980's. The North Ponds were deemed unnecessary as part of the WPCF processes and it was decided to investigate their suitability for storm water management as an option to a large pumping station in 2007. The option of using the North Ponds as a mitigation feature for Spring Lake was developed in the report "Alternatives to South Canal Pump Station", July 2007, prepared by Wood Rodgers.

The Woodland Davis Surface Water Project (WDSWP) DBO proposal has been completed. The WDSWP identified the North Ponds as the preferred location for the surface water treatment facility. It has been decided to locate the proposed treatment facility to the west corner of the North Ponds (North Pond #1, and West ½ of North Pond #2).

Conclusion

Staff recommends that the City Council approve the contract for Wood Rodgers, Inc. for $227,604 to update the Storm Drainage Facilities Master Plan (SDFMP) for the Spring Lake and Gibson Channel drainage areas, CIP # 11-13 and authorize the City Manager to execute the agreement.

Prepared by: Mark Cocke
Senior Civil Engineer

Reviewed by: Brent Meyer
Principal Civil Engineer

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR Professional Engineer SERVICES

CM #	

This Agreement is made and entered into this third day of July, 2013 by and between the City of Woodland, a California municipal corporation ("City") and Wood Rodgers, a CORPORATION, ("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 hydrology, hydraulic design, water resources technical 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 North Ponds Modification for Storm Drainage 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 urban drainage analysis 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 July 3, 2013 to January 31, 2014, 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. 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 two hundred twenty seven thousand six hundred four dollars, $227,604.00) without written approval of City's City Manager. 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: Jonathan Kors, and Mike Nowlan

5.3.1 <u>City's Representative</u>. The City hereby designates Mark Cocke, Senior Civil Engineer, 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 <u>Consultant's Representative</u>. Consultant hereby designates Jonathan Kors, Vice President 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 <u>Coordination of Services</u>. 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 <u>Standard of Care; Performance of Employees</u>. 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 <u>Safety</u>. 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:

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: Mark Cocke, Community Development

Consultant:

Wood Rodgers, Inc.
3301 C Street, Building 100B
Sacramento, CA 95816
Attn: Jonathan Kors, Vice President

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

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 APPLICABLE the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and IF APPLICABLE 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

By: ______________________________
Paul Navazio
City Manager or Designee

Attest:

By: ______________________________
Ana Gonzalez
City Clerk

Wood Rodgers, Inc.

By: ______________________________
Jonathan Kors
Vice President

Attest:

By: ______________________________
Mike Nowlan
Associate

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

The Scope of Work is developed to provide the following:

1. A revised existing conditions drainage model for the City reflecting updated topographic mapping and field survey information, updated hydrology (to be developed as part of the Scope of Work), existing land use, and existing storm drainage facilities consistent with the definition of existing conditions described under the 2006 SDFMP Update (i.e, the baseline conditions of the 2006 report will not be updated to incorporate development which may have occurred since that time).

2. An evaluation of future land use and drainage conditions within the buildout area of the Spring Lake Specific Plan, reflecting future SDFMP land use and storm drainage facilities. This evaluation will allow the City to schedule and budget capital outlays consistent with the progression of development.

3. A determination of the drainage facilities necessary to serve proposed development within the South Urban Growth Area, as well as an updated determination of the facilities necessary to support the Master Plan Remainder Area up to the present Urban Limit Line as part of the overall development.

TASKS

Task A - Project Management
As part of this task, Wood Rodgers will manage the work and perform the necessary coordination with the City and other stakeholders necessary to complete the work. It is anticipated that the work will occur over a period of approximately six months. Up to (3) three meetings with the City are anticipated for this task.

Assumptions:
- Project Management for a six (6) month project duration.
- Up to three (3) meetings with the City.

Task B - Gather Existing Data
Wood Rodgers will coordinate obtaining permission from the DWR to utilize topographic mapping developed for the CVFED Project in order to represent existing terrain and overland flow capacity. Wood Rodgers will also use new location surveys prepared by the City to identify and refine drainage infrastructure system components.

Task C - Develop Hydrology

Wood Rodgers will transfer watershed area definitions from existing developed areas, including slopes, times of concentration, design rainfall, infiltration, and other pertinent hydrologic parameters from previous SWMM hydrologic modeling into the InfoWorks CS format, and develop 100-year and 200-year 24-hour and 10-day storm hydrology. Wood Rodgers will incorporate the previous hydrologic inputs and boundary conditions where appropriate and maintain previous node and pipe conduit designations to facilitate comparisons with previous modeling efforts.

Three land use (development) levels will be evaluated for runoff. The first level will be consistent with the definition of existing conditions in the 2006 report. The second level will reflect full development of the Spring Lake Specific Plan area, as a phased portion of the South Urban Growth Area. The third level of development reflects full development of the South Urban Growth Area, including the Master Plan remainder area up to the Urban Limit Line. Much of the upstream City drainage system (pipes and streets) are assumed to not change between the three levels of development.

Assumptions:

- Hydrologic modeling parameters of the existing SWMM Model will be incorporated into the new model and evaluated using Yolo County rainfall parameters.
- Three separate land use scenarios will be reflected in the model: Existing conditions of the 2006 SDFMP, full development of the Spring Lake Specific Plan area, and full development of the South Urban Growth Area (including Master Plan remainder area up to the Urban Limit Line).

Task D - Existing Conditions Model

Wood Rodgers will develop a dynamically-coupled, two-dimensional hydraulic model representing the City's storm drainage system, including all major pipes and subsurface drainage inlets, detention storage facilities, and surface conveyances and overland flow facilities, using the InfoWorks CS software program.

Wood Rodgers will develop the model geometry representing existing conditions for the City's storm drain system. A model of the City's open channel system will be developed, and a two-dimensional grid representation of the topography for overland flow will be prepared using newly acquired DWR topographic mapping. The hydrology, pipe network, overland conveyance, and the open channel system models will be coupled to obtain a stable and realistic representation of flooding throughout the City with respect to the baseline condition. All surveyed storm drainage facilities will be geo-referenced to the North American Vertical Datum of 1988 (NAVD88). 100-year and 200-year storm events with 24-hour and 10-day storm durations will be evaluated by the model and reported within in the SDFMP Update.

Assumptions:

- 100-year and 200-year storm events with 24-hour and 10-day storm durations will be evaluated by the existing conditions model.

Task E - Develop Future Condition Model

Wood Rodgers will begin this task by modifying the pipelines, channels, detention storage facilities and pumping stations to reflect storm drainage facility construction that has occurred since the 2006 SDFMP update, including those constructed west of Highway 113 at the City's Sports Park facility. The geometry will then be further modified to reflect buildout of the entire South Urban Growth Area (which must be evaluated in advance of the Spring Lake Specific Plan area phase evaluation) to determine the ultimate drainage facilities configuration to mitigate full development. The sizing and configuration of the ultimate drainage facilities will be an iterative process requiring close coordination with City staff to ensure the most feasible and cost effective solutions are considered. Wood Rodgers will determine the potential to implement detention storage and conveyance around the southern edge of the planned development, and within the City's abandoned landfill property just east of County Road 102 and south of County Road 25.

Once buildout of development is evaluated, Wood Rodgers will establish modeling to reflect buildout of only the Spring Lake Specific Plan area. Wood Rodgers will reduce the ultimate sizing of facilities and adjust the configuration as necessary to define a phase of the SDFMP to support this level of development. This will allow the City to more readily determine future phasing and implementation of drainage facilities that will remove flooding in certain in-fill areas under future drainage analyses. This should also allow the City to better evaluate and approve development requests within the South Urban Growth Area. Only stormwater will be evaluated. This scope of work item does not include evaluating the potential for sediment aggregation or degradation, or evaluating the potential for obstructions to impact the effectiveness of drainage facilities.

Assumptions:

- Two phases of development will be evaluated: Full buildout of the South Urban Growth Area (including the Master Plan remainder area), and buildout of the Spring Lake Specific Plan Area.
- 100-year and 200-year storm events with 24-hour and 10-day storm durations will be evaluated by the future conditions model.

Task F - Identify Future Storm Drainage Facilities

Wood Rodgers will develop a summary overview of the facilities required to mitigate full buildout of the South Urban Growth Area and the Spring Lake Specific Plan area. Drawings to identify the proposed facilities, and an estimate of probable cost for the facilities necessary to support both phases of development will be prepared as part of this task and reported in the SDFMP Update of Task G.

Assumptions:

- Planning level (10-percent) level drawings of the storm drainage facilities relating to the future conditions will be incorporated into the SDFMP Update.

Task G - Prepare SDFMP Update

Wood Rodgers will document the efforts under this Scope of Work with a stand-alone Technical Memorandum, which will include all necessary figures, tables, and text to describe the results of the analysis. Wood Rodgers will prepare a draft document in electronic format to forward to the City, and will conduct a meeting with City staff to review the results of the analysis. We will prepare a final Technical Memorandum and provide a .pdf copy of the document, as well as four (4) hard copies to the City.

Task H - Prepare GIS Database

Wood Rodgers has found that integrating Geographic Information System (GIS) technology with sophisticated modeling programs, such as InfoWorks CS, is a powerful way to compile, store, and report stormwater drainage information for large master planning studies. Hydraulic modeling inputs, outputs, surveying data, site photographs, as-builts drawings, and all other supporting documentation for the hydraulic model can incorporated into the database and made available to City staff or other stakeholders as appropriate.

EXHIBIT "B"

SCHEDULE OF SERVICES

EXHIBIT "C"

COMPENSATION

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 15.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: FY 2013/14 Annual Appropriations Limit

Recommendation for Action

Staff recommends that City Council adopts Resolution No. _____ approving the City of Woodland's fiscal year 2013/2014 Appropriations Limit.

Fiscal Impact

Because the calculated appropriations limit of $57,096,268 for FY2013/14 is well below the expected tax revenues, no fiscal impact will result from this item.

Background

In November 1979, California voters approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIIIB of the State Constitution, a state law that requires the state and local governments to adopt an annual appropriation limit. The appropriation limit, also referred to as the "Gann Limit", establishes a limit on the proceeds of taxes that may be appropriated for spending in a given fiscal year. The limit is based on actual appropriations during the 1978/79 fiscal year, as adjusted each year using specified population and inflation factors.

In June 1990, Proposition 111 was adopted, which imposed changes on the calculation of the limit by providing a choice of methodologies for determining the annual inflation factor and for population growth, providing exclusions of certain types of expenditures, and revision to the processes required for refunding taxes collected in excess of the limit.

Discussion

Revenues restricted by the Limit are only those that are defined as "proceeds of taxes". Many of the major General Fund revenue sources (sales tax, property tax, motor vehicle in-lieu) are classified as proceeds of taxes and are, therefore, subject to the Limit. Additionally, certain types of expenditures (voter approved debt, interfund transfers, capital outlay, and costs of complying with court orders or federal mandates) are excludable categories that do not count against the Limit.

As a result of Proposition 111, the City must choose between two annual inflation factors and two population growth factors.

The choice offered for the annual inflation factor is the greater of (1) the change in California per capita income or (2) the growth in non-residential assessed valuation due to new construction within the City. The data necessary to calculate the increase in non-residential assessed valuation is not currently available from the County; therefore the City has elected to use the change in California per capita income.

The choice offered for the annual population growth factor is the greater of the growth in the City or County population. The California State Department of Finance provided the 2013 population growth rates for both the City of Woodland and Yolo County at 1.21% and 0.81%, respectively. Based on these growth rates, it is recommended that the City Council approve the appropriations limit using the City's population growth factor.

Using the prior year GANN limit of $53,713,730, the fiscal year 2013/14 Limit is calculated by applying the 1.21% population change in the City of Woodland and the 5.12% increase in California per capita personal income. Please see calculation worksheet attached to the Resolution. The resulting appropriation limit of $57,096,268 is $26,458,696 higher than our expected tax revenue for fiscal 2013/2014. The City should remain substantially below the Appropriations Limit in the foreseeable future.

Recommendation for Action

Staff recommends that City Council adopts Resolution No. ______ approving the City of Woodland's fiscal year 2013/2014 Appropriations Limit.

Prepared By: Kim McKinney
Finance Officer

Paul Navazio
City Manager

RESOLUTION NO: __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO SET THE APPROPRIATION LIMIT, IN ACCORDANCE WITH ARTICLE XIII-B OF THE STATE CONSTITUTION FOR FISCAL YEAR 2013/14

WHEREAS, the voters of the State of California added Article XIII-B to the Constitution limiting the state and local governments' ability to appropriate the proceeds of taxes; and,

WHEREAS, California legislation (SB 1352) has implemented the provisions of Article XIII-B, effective January 1, 1981; and modified these provisions with the passage of Proposition 111 in June 1990; and,

WHEREAS, the City of Woodland has calculated its appropriation limitation in accordance with Government Code Section 7910; and,

WHEREAS, the City Council of the City of Woodland selected the City of Woodland's population factor and State of California's inflation factor for calculating the appropriations limit.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland, California, does hereby resolve to set the Appropriation Limit for the City of Woodland for fiscal year 2013/14 at $57,096,268.

PASSED AND ADOPTED by the City Council this 2nd day of July, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Appropriation Limit Calculation for Fiscal Year ending 6/30/2014

Fiscal Year 12/13 Appropriation Limit $ 53,713,730

Factors:

(a)	Per Capita Personal Income % change	5.120%
(a)	Annual % Change In population	1.120% (The higher % increase should be used - Woodland's population increase or Yolo County's population increase)

Factors converted to Ratios:

Per Capita Ratio	1.0512
Population Converted To Ratio	1.0112

Calculation of the City of Woodland's Factor

1.0512 X 1.0112 = 1.063

Fiscal Year 13/14 Appropriation Limit

$ 53,713,730 x 1.06 **$ 57,096,268**

(a) Information provided by the State Department of Finance. Annual price and population informtaion

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 16.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01; Award Construction Contract

Recommendation for Action

Staff recommends that the City Council award the construction contract for the Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01 in the amount of $371,667.68 for base bid only to Procida Landscape, Inc., Sacramento CA.

Fiscal Impact

The project is funded in the Capital Budget in the amount of $2,458,262 consisting of $1,601,965 Measure E and $856,297 Proposition 50 grant funding. The project also includes a $97,000 grant from the State Housing and Community Development (HCD) for improvements at Freeman Park. The total budget covers phases 1-4 of the Parks Irrigation Project including completion of phase 4, Freeman Park.

Background

On May 21, 2013, Council approved plans and specifications for the project, and the bid period commenced. On June 26, 2013, the City received and opened the following bids for construction:

Bidder's Name	Base Bid Amount	Alt #1 Basketball	Alt #2 Sod	Alt #3 Lights	Total Base Bid Plus Alt	Notes
Procida Landscape, Inc.	$371,667.68	$42,913.09	$18,477.82	$28,393.00	$461,451.59	
Olympic Land Construction	$374,902.92	$36,449.00	$25,409.60	$35,700.00	$472,461.52	1
Saenz Landscape Construction	$344,042.25	$41,822.60	$67,637.73	$35,019.00	$488,521.58	1
Environmental Landscape	$419,873.49	$46,905.36	$35,943.05	$30,550.00	$533,271.90	1

Bidder's Name	Base Bid Amount	Alt #1 Basketball	Alt #2 Sod	Alt #3 Lights	Total Base Bid Plus Alt	Notes
Engineer's Estimate	$330,000.00	$30,000.00	$30,000.00	$10,000.00	$400,000.00	
Dominguez Landscape Services, Inc.	$391,190.12	$27,013.92	$20,726.01	$23,700.00	$462,630.05	1,2

Note 1: The extension of the unit prices and quantities was corrected.
Note 2: Bid determined to be non-responsive. (Bidder did not acknowledge addendum.)

The basis for award of the project, and determination of lowest bidder, as stated in the bid documents is base bid plus all alternates. Based upon this definition, Procida Landscape, Inc. is the lowest bidder. Staff has performed due diligence in reviewing the bids to determine compliance with the technical submittal requirements, except as indicated in the Notes above.

Staff anticipates construction starting in August with completion scheduled for late November. The schedule has been set to avoid disruption to previously planned events in the park.

Discussion

There is sufficient budget to award the entire bid however, based upon previous Council direction to minimize Measure E expenditures, staff is recommending Council award the base bid only. Staff does feel that the benefits associated with the bid alternates should be weighed by Council before a decision is made.

Bid Alternate 1 – Basketball Half Court
The addition of this feature will replace a recreational feature that was removed with the construction of the water well and parking lot. This amenity enhances the park site and has community health benefits.

Bid Alternate 2 – Sod Versus Seed
By installing sod for turf restoration rather than seeding the park, the park may be opened sooner and the turf areas will likely have less initial maintenance during establishment.

Bid Alternate 3 – Additional Lighting
The lighting will add needed security lighting to the park

Optional Courses of Action

1. Award the construction contract for the Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01 in the amount of $ $371,667.68 for base bid only to Procida Landscape, Inc., Sacramento CA.

2. Award the construction contract for the Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01 in the amount of $ $461,451.59 for base bid and all alternates to Procida Landscape, Inc., Sacramento CA.

Conclusion

Staff recommends that the City Council award the construction contract for the Park Irrigation Project, Phase 4 (Freeman Park), CIP 10-01 in the amount of $ $371,667.68 for base bid only to Procida Landscape, Inc., Sacramento CA.

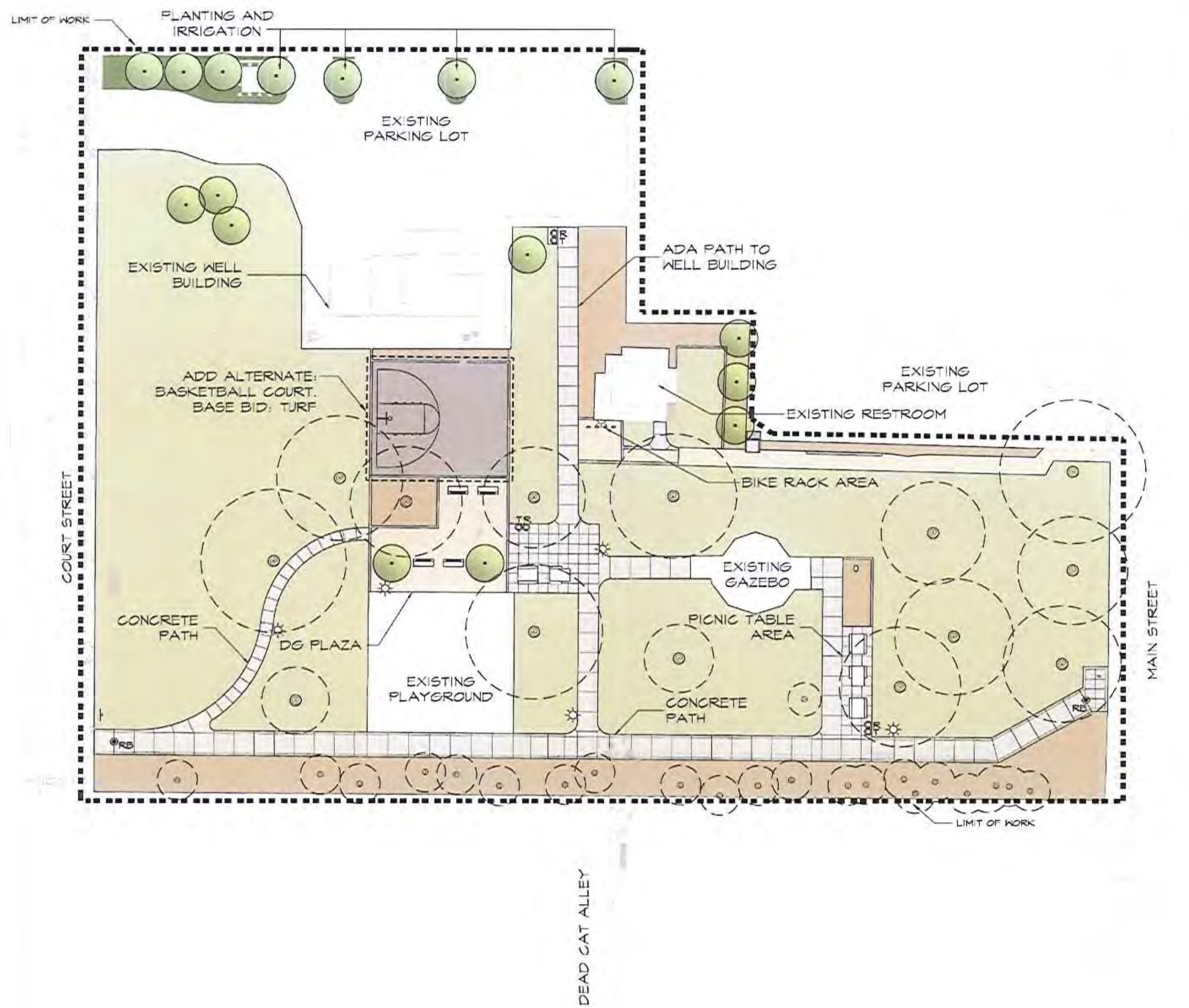
Prepared by: Clara Olmedo
Assistant Engineer

Reviewed by: Brent Meyer
City Engineer

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Attachment:
Freeman Park Layout



PROPOSED IMPROVEMENTS LEGEND

- CONCRETE PAVEMENT, PER SPECS
- DECOMPOSED GRANITE PAVEMENT. 1" LAYER MINIMUM LIFT
- ASPHALT
- BASE BID TURF OVER SEEDING, AND TRENCH REPAIR AREA, PER SPECS. ADD ALTERNATE A-2, INSTALL SOD PER SPECS, INCLUDING SOIL PREPARATION.
- MULCH ONLY AREA, SEE NOTE 3, PER SPECS
- SHRUB/GROUNDCOVER AREA
- CONCRETE MOWBAND TYPE "A"
- CONCRETE MOWBAND TYPE "B"
- PICNIC TABLE, SEE SPECS
- ADA PICNIC TABLE, SEE SPECS
- BENCH, SEE SPECS
- T R: TRASH AND RECYCLING RECEPTACLE, SEE SPECS
- RD: REMOVABLE BOLLARD, SEE SPECS. TO BE ALIGNED AS SHOWN AT CENTER OF PATH AND CENTERED ON NEAREST CONCRETE JOINT.
- BIKE RACK, SEE SPECS
- RELOCATED PARK SIGN
- ADD ALTERNATE: NEW LIGHTS
- PYRUS CALLERYANA 'AUTUMN BLAZE' - AUTUMN BLAZE PEAR
- EXISTING TREE

Callander Associates
Landscape Architecture
Urban Design
Land Planning
Park and Recreation Planning
Environmental Planning
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Revisions

DESIGN DEVELOPMENT PLAN

WOODLAND PARKS IRRIGATION REHABILITATION PHASE 4 - FREEMAN PARK

CITY OF WOODLAND

Date	4/22/13
Scale	AS SHOWN
Drawn By	SC/JB
Checked By	ES
Project No.	10.068

Sheet No. 1 of 1

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 17.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Adopt a Resolution in Support of the Creation of a Working Group to Study and Advance the Freight Rail Realignment in Central and Eastern Yolo County

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. __________ in support of the creation of a working group to study and advance the freight rail realignment in central and eastern Yolo County.

Report in Brief

Over the past several years the cities of Davis, West Sacramento and Woodland and the County of Yolo have been working toward a common goal of a rail realignment project. The primary goal of the project is to develop a more efficient freight rail system in Yolo County that maintains or improves existing rail service, removes impediments to flood control, protection and advances redevelopment opportunities, and redevelopment within the affected cities.

As a result of renewed interest in rail realignment, and the benefits presented by a collaborative planning effort, it is recommended that a formal working group of representatives from Woodland, Davis, West Sacramento, and Yolo County be established to provide structure and guidance on needed planning efforts.

Fiscal Impact

There is no direct fiscal impact by adopting the attached resolution to develop a working group to study and advance the rail realignment in central and eastern Yolo County.

Council Goals

Strengthen Downtown-promotes the revitalization of the Downtown District as the Heart of the City, and the center of civic activity.

Economic Development-enhances the opportunities to provide for a diversified economic base by supporting growth of existing businesses and leveraging existing community and regional assets.

Infrastructure-ensures that the City's physical infrastructure is planned, funded and maintained to provide for current and future community needs, in support of commercial, recreational and environmental requirements and standards, while managing the overall cost consistent with available resources.

Background

For decades Woodland and Yolo Shortline (now Sierra Northern Railways) have been discussing the possibility and benefits of relocating the freight rail operation off east Main Street and realigning the rail to better serve the industrial area and the development of a "rails to trails" program. The City has also considered the relocation of the Union Pacific RR line (operated by California Northern RR) and the development of an alternative transportation corridor from Woodland to Davis. Additionally, over the past 10 years, since the Corps of Engineers remapping of Woodland in April 2002 and determined that much of Woodland was in a 100 year flood plain, the City has been working toward a flood protection plan.

In 2009, the cities of Woodland, Davis and West Sacramento hired MBK Engineers to prepare a proposal for a rail realignment project. It was determined that the primary goal of the project would be to relocate the existing Sierra Northern rail route to the west side of the Yolo Bypass to the Union Pacific mainline located on the north side of Hwy 80 in Davis.

Discussion

The project would involve construction of a new rail line through the Conaway Property on the west side of the Yolo Bypass connecting the existing Union Pacific (UP) line north of Interstate 80 to the existing Sierra Northern line north of Interstate 5 utilizing the old SNRR right of way beneath the interstate near the west levee of the Yolo Bypass. In addition, the UP line would be connected to the Port of West Sacramento by a new spur line west of Harbor Boulevard and the Sierra Northern line would be connected to the UP/California Northern line north of Woodland by a new line through the North Woodland/Sugarfield area. Once in place, the new lines would be shared by UP, California Northern and Sierra Northern and existing lines owned and/or operated by these companies in the Elkhorn Basin, and the Cities of Woodland, Davis and West Sacramento would be abandoned. According to the conceptual proposal, the project would produce the following benefits:

- Abandonment of the UP/California Northern line in **Davis** would free up 11 acres of land worth approximately $11 million;
- This land has the potential to support $60 to $100 million in development producing $1.5 million in local taxes annually;
- Removal of four at grade crossings would save $400,000 per year in maintenance costs;
- Abandonment of the UP/California Northern line in **Woodland** would free up 25 acres of land worth approximately $6.3 million;
- This land has the potential to support over $100 million in development producing $2.0 million in local taxes annually;

- Removal of ten at grade crossings would save $1.0 million per year in maintenance costs;
- Abandonment of UP/Sierra Northern lines in **West Sacramento** would free up 30 acres of land worth approximately $15 million;
- This land has the potential to support $150 million in development producing $3.0 million in local taxes annually;
- Removal of six at grade crossings would save $700,000 per in maintenance costs and $18.5 million in grade separation costs.
- Construction of a new rail line on Conaway land west of the Yolo Bypass would serve the **Yolo County** landfill generating an increase in tipping fees;
- The new line could save several hundred thousand dollars in right of way acquisition costs for the Davis-Woodland Surface Water Supply Project; and
- The new line would create new agricultural and industrial serving uses on the Conaway property and in the North Woodland and Sugarfield areas.

For several years, it has been thought that the most likely way to move the project forward would be to secure funding through the Federal Department of Transportation's TIGER Discretionary Grant Program. However, inability to raise the necessary grant preparation costs has frustrated this approach.

The recent coordination with the Central Valley Flood Protection Plan (CVFPP) effort has created a potential alternative pathway to initiate the project. The CVFPP focuses on long term improvements to the State/Federal flood control system in the Central Valley. The plan's central concept is that in order to more effectively manage flood risks in a warming climate the conveyance capacity of the existing flood control system will need to be improved. This could be accomplished in large part by improving the Sutter, Yolo and Sacramento Bypass systems in the Sacramento Valley and creating a new bypass system (Paradise Cut) in the Lower San Joaquin Valley.

The existing Sierra Northern rail line in the Elkhorn Basin is a potential obstacle to improvements of the Yolo and Sacramento Bypass systems as this line currently crosses both floodways on aged bridge structures that would need to be replaced to accommodate improvements. It is thought that the State of California through the Department of Water Resources (DWR) might be interested in funding relocation of the Sierra Northern line to the west side of the Yolo Bypass as an early investment in achieving the CVFPP's long term objectives in the Sacramento Valley. This investment could come from what remains of the bond funds created by Proposition 1E which under the terms of the proposition must be appropriated by the Legislature no later June 30, 2016.

Relocation of the Sierra Northern line from the Elkhorn Basin could be accomplished at the least cost by connecting the existing UP and Sierra Northern lines through the Conaway property west of the Yolo Bypass (as envisioned in the attached write-up) on right of way obtained from UP, Conaway and Sierra Northern. If this new line could then be connected to the existing UP/California Northern line either by extension along East Main Street or by construction of the spur line through the North Woodland/Sugarfield area, most or all of the existing UP/California Northern line through Davis and Woodland could be abandoned. This would allow UP to realize the commercial value of land supporting this line and enable California Northern to significantly reduce its operating expenses and potentially increase its revenues. Sierra Northern's participation in the relocation could be secured by an operating agreement among the three rail companies that would provide for Sierra Northern's use of the new line and compensate Sierra Northern for UP/California Northern's use of Sierra Northern's right of way under and along I-5. Depending on its alignment, the new line could also address long term land use objectives for the Conaway property.

Yolo County, Davis, Woodland and West Sacramento would need to reach agreement on: commitments to DWR on CVFPP implementation; alignment and operational requirements of the new line across the Conaway property; plans for how to link the existing Sierra Northern and UP/California lines through or around Woodland; plans for developing new agricultural and industrial serving uses along the new rail line; plans for subsequent completion of the improvements that would allow abandonment of the existing UP/Sierra Northern lines on the east side of West Sacramento; and distribution of the increased tax revenues created by the relocation project.

Clearly, the feasibility of the above described relocation project is tied to the viability of extending a new rail line through the old Sierra Northern right of way underneath I-5. Sierra Northern has indicated that this will present no insurmountable engineering or regulatory obstacles and has promised to provide appropriate supporting documentation. Other elements of the project including the alignment and probable cost of the new line need to be established at least at a reconnaissance level.

The City of Davis has indicated that it will secure an economic development planning grant of up to $200,000 from EDA that could fund all or a portion of the necessary planning/engineering analysis.

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. __________ in support of the creation of a working group to study and advance the freight rail realignment in central and eastern Yolo County.

Prepared by: Wendy Ross
Economic Development Manager

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Attachments: 1 Resolution

RESOLUTION NO. _____

RESOLUTION IN SUPPORT OF THE CREATION OF A WORKING GROUP TO STUDY AND ADVANCE THE FREIGHT RAIL REALIGNMENT IN CENTRAL AND EASTERN YOLO COUNTY

WHEREAS THE CITIES OF DAVIS, WEST SACRAMENTO AND WOODLAND, AND THE COUNTY OF YOLO are impacted by rail routes operated by Sierra Northern Railway and California Northern Railroad, (under lease from Union Pacific Railroad) in Yolo County; and

WHEREAS such impacts include more than 20 at grade crossings affecting public safety response times, causing congestion, and preventing the economic use of lands in the central parts of the three cities; and

WHEREAS the Fremont Trestle located within the Yolo Bypass presents a significant flood protection obstacle to Yolo County jurisdictions as well as Sacramento County; and

WHEREAS potential realignment options that would re-route California Northern Railroad and Sierra Northern Railway lines from the core areas of the cities of Davis and Woodland and more favorably route remaining rail within the City of West Sacramento warrant further study; and

WHEREAS rail realignment could potentially allow stranded acreage in the Cities of Davis, West Sacramento and Woodland to contribute to smart growth infill development in these communities, enhance response times for public safety, improve flood flows in the Yolo Bypass, and create recreational opportunities through potential rail to trail conversion for the abandoned right of ways; and

WHEREAS federal, state, and other funding opportunities exist that could bring substantial resources to bear on developing and implementing a comprehensive relocation plan and multi-jurisdictional grant applications are more highly favored than those submitted by single jurisdictions;

NOW, THEREFORE BE IT RESOLVED THAT THE CITIES OF DAVIS, WEST SACRAMENTO AND WOODLAND, AND THE COUNTY OF YOLO commit to exploring strategies for realigning the rail lines, establishing a working group with participation from all of the affected jurisdictions, and collaborating to seek planning grant funding to evaluate the economic benefits and feasibility of rail relocation; and

BE IT FURTHER RESOLVED that the City and County Manager's Group shall meet within sixty days of the date of adoption by the last jurisdiction to sign this resolution to recommend membership of the working group and develop a recommended action plan for pursuing grant funding to study the economic benefits and feasibility of rail relocation in Yolo County.

PASSED AND ADOPTED this ___ day of July, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. "Skip" Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
18.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: License Agreement with Democrat Investors, LLC, for a portion of 701 Main Street (Heritage Plaza)

Recommendation for Action

Staff recommends that the City Council adopt the attached Resolution No.______ authorizing the City Manager to enter into a License Agreement with Democrat Investors, LLC, for 701 Main Street substantially consistent with the "draft License Agreement terms" identified in this staff report.

Report in Brief

Recently, Democrat Investors, LLC, a local commercial investor, purchased the Daily Democrat building located at 711 Main Street. The approximately 16,000 square foot building is undergoing significant renovations, and there will soon be 4 uses in the site previously owned and occupied by the Daily Democrat. The owner is currently in negotiations with a potential full service restaurant tenant for the westerly most portion of the building facing Heritage Plaza. The City has been asked if a portion of the Plaza adjacent to the building could be licensed for use by Democrat Investors, LLC, for outdoor café seating associated with their restaurant space. Additionally, to support the viable conversion of the space to a restaurant use, Democrat Investors, LLC also requested the City allow the placement of a mandatory grease trap interceptor and small trash enclosure on the back (north) side of the building within the City's property.

Fiscal Impact

The fiscal impact to the city is direct general fund revenue of approximately $3,000 per year as the annual license fee. Democrat Investors, LLC has tentatively agreed to a 10 year License Agreement, generating a total of $30,000 over the initial term of the agreement. The License Agreement will also ensure a more viable reuse of the space as a restaurant which will result in added sales tax revenue and increased property taxes.

Council Goals

Strengthen Downtown-promotes the revitalization of the Downtown District as the Heart of the City, and the center of civic activity.

Economic Development-enhances the opportunities to provide for a diversified economic base by supporting growth of existing businesses and leveraging existing community and regional assets.

Infrastructure-ensures that the City's physical infrastructure is planned, funded and maintained to provide for current and future community needs, in support of commercial, recreational and environmental requirements and standards, while managing the overall cost consistent with available resources.

Background

Recently, Democrat Investors, LLC, a local commercial investor, purchased the Daily Democrat building located at 711 Main Street. The approximately 16,000 square foot building is undergoing significant renovations, and there will soon be 4 uses in the site once owned and occupied by the Daily Democrat. Approximately 5,200 square feet of restaurant space will be leased to a full service restaurant. The City has been asked to agree to allow the restaurant to license a portion of Heritage Plaza adjacent to the building for café seating (per the attached preliminary site plan). The estimated space that would accommodate an additional 50 seats is approximately 870 square feet. The patio improvements will consist of decorative perimeter fencing, lighting, enhanced landscaping, and pavement improvements. The existing drinking fountain will be relocated and replaced with a new fixture, and the bermed landscaping behind the brick wall will be modified to accommodate café tables and umbrellas.

The License Agreement also would provide for the required grease trap interceptor to be installed below grade within the walkway providing pedestrian access to the parking stalls and rear exit doors to the building. A small garbage enclosure is also requested to be allowed on the City's property along the back of the building to provide convenient access from the restaurant. The sidewalks will be expanded and repaved as part of the improvements to the building. All improvements will be reviewed by the City as part of the Design Review and Building Permit process and prior to any work being performed.

The City Council has been focusing on ways to continue the revitalization of, and spur additional private reinvestment in, downtown. The requested License Agreement will allow for the viable reuse of the building as a restaurant and provide outdoor seating that will help activate Heritage Plaza on a daily basis. Democrat Investors, LLC are in the final stages of their lease negotiations with a full service restaurant tenant, and approval of the License Agreement is necessary in order to complete the lease terms. Once finalized, the restaurant improvement plans would commence immediately with the goal of having the restaurant open by December, 2013.

Discussion

Staff and the property owner have negotiated draft terms for the License Agreement as summarized below.

Draft Terms for License Agreement

Term:

10 years with a 10-year extension option. City retains the right to revoke the License Agreement due to Democrat Investors, LLC's failure to perform under conditions of the agreement. City will have the unilateral right to cancel or amend the agreement upon 12 months' notice if the license agreement and/or associated improvements conflict with the City's need to maintain the property or desire to make improvements or otherwise redevelop its property.

License Fee:

Licensee shall pay to City an annual fee of $3,000 ($.25/SF) for the initial ten-year term (includes SF for trash and grease interceptor). Licensee and City shall meet and confer regarding the License Fee for the extended term and shall come to an agreement no later than 90 days prior to the expiration of the initial term.

Hours of Operation

The hours of operation within the patio area shall be the same as the adjacent restaurant use. Service and consumption of alcoholic beverages on the patio shall not be permitted after 11pm as approved by Zoning Administrator.

Improvements:

Democrat Investors LLC shall take the property in an AS-IS condition. The Licensee shall be responsible for all costs and perform all work associated with improvements to the license area, including but not limited to: widening of the pavement/sidewalks; installation of landscaping/irrigation and decorative fencing; tree pruning, adding additional lighting; relocation of the water fountain; installation of the grease trap interceptor; installation of underground utility connections; and repair/stabilization of brick retaining wall. All improvements are subject to the review and approval of the City prior to commencing improvements. and no modifications will be permitted without prior written approval of the City.

Maintenance

Licensee shall maintain the License Area in good condition and repair. Licensee shall contract for regular maintenance and service of the grease trap interceptor and provide to City annually with License payment evidence of contract to the satisfaction of the City.

Utilities:

Licensee shall provide and pay for all utilities necessary to serve License Area. Licensee shall not be responsible for paying City's cost for lighting in City trees.

Liability Insurance

The City's standard liability insurance and indemnification language shall be inserted into the License Agreement, including that Licensee shall indemnify, defend and save City harmless and maintain from the effective date of License Agreement, a minimum combined single limit and general aggregate limit of liability of at least $1million.

If approved by the City Council, staff will incorporate these terms into a formal license agreement in consultation with the City Attorney.

Recommendation for Action

Staff recommends that the City Council authorize the City Manager enter into a License Agreement, for 701 Main Street, that is substantially consistent with the "draft License Agreement terms" identified in this staff report and adopt Resolution No. __________ in support of the License Agreement with Democrat Investors, LLC.

Prepared by: Wendy Ross
Economic Development Manager

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Attachments:

1. Resolution
2. License Agreement

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH DEMOCRAT INVESTORS, LLC TO USE A PORTION OF HERITAGE PLAZA FOR OUTDOOR SEATING AT THE ADJACENT RESTAURANT LOCATED AT 711 MAIN STREET

WHEREAS, the City of Woodland is the owner of Heritage Plaza, a city park in Historic Downtown Woodland located at 701 Main Street; and

WHEREAS, the owner of 711 Main Street desires to lease the property to a restaurant and to use an approximately 870 square foot portion of Heritage Park for outdoor restaurant seating, as shown in the attached Exhibit A; and

WHEREAS, the parties desire to enter into an agreement whereby the property owner will lease a portion of Heritage Park from the City for $3,000 a year, for ten years; and

WHEREAS, the restaurant shall use the area subject to the agreement during the same hours of operation as the adjacent restaurant use and shall not permit the service or consumption of alcoholic beverages on the patio after 11 pm.; and

WHEREAS, the License Area will be provided in an "As-Is" condition, and the Licensee shall be responsible for all costs and perform all work associated with improvements to the License Area.

NOW, THEREFORE, BE IT RESOLVED that: The City Council authorizes the City Manager to enter into a License Agreement with Democrat Investors, LLC for use of Heritage Plaza pursuant to the terms set forth in the staff report and provided that the license fee shall be no less than $3,000 per year. ,

PASSED AND ADOPTED by the City Council this 2nd day of July, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

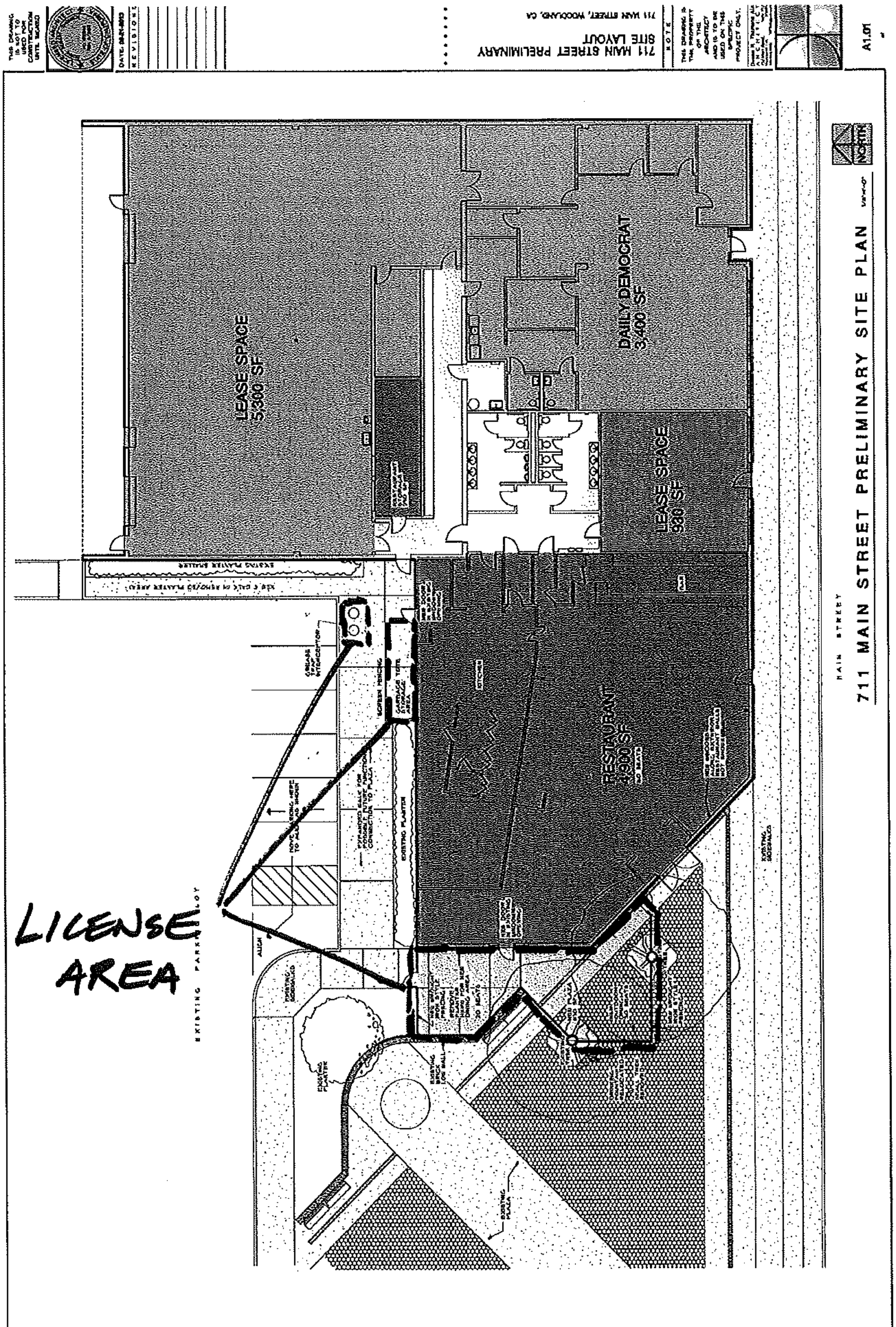
____
Marlin H. Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney



LICENSE AREA
LEASE SPACE 5,300 SF
DAILY DEMOCRAT 3,400 SF
LEASE SPACE 930 SF
RESTAURANT 4,900 SF
711 MAIN STREET PRELIMINARY SITE PLAN
NORTH
711 MAIN STREET PRELIMINARY SITE LAYOUT
A1.01

EXHIBIT A

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
19.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Public Hearing: Fact-Finding Panel's Report and Recommendations – Woodland Professional Firefighters' Association

Recommendation for Action

Staff recommends that the City Council:

(1) Receive the report and recommendations from the fact-finding panel for the Woodland Professional Firefighters Association (WPFA),

(2) Hold a public hearing on the fact-finding report as required by Government Code Section 3505.7, and

3) Consider adoption of resolution approving unilateral implementation of wages, hours and terms and conditions of employment for WPFA.

Fiscal Impact

The current Memorandum of Understanding between the City and the Woodland Professional Firefighters Association expired on June 30, 2012. The recommendation contained in this report would result in savings of $718,000 per year, and represents a reduction of 10.5% in the level of total compensation for WPFA MOU. Alternatively, the recommendations contained in the fact-finding panel report would result in savings of $404,000 per year (or 5.84%).

Background

The agreement between the City of Woodland and the Woodland Professional Firefighters Association (WPFA) expired on June 30, 2012. The City entered into negotiations in May 2012. Negotiations were unsuccessful, and impasse was declared in October 2012, and City engaged in the State Mediation process with the WPFA. Mediation was unsuccessful and the City and WPFA moved towards fact finding. Fact-finding was scheduled on May 10, 2013; both parties presented their arguments. As required, the Fact-finding Report and Recommendations were received by the City and posted on the City's Human Resources website.

Discussion

Similar to many jurisdictions in California, the City of Woodland has identified a structural deficit due to the protracted economic recession. The deficit is anticipated to continue for the next five years with future projected shortfalls of $1 million. The changes in labor provisions for the WPFA recommended are largely consistent with the concessions that have been agreed to via negations with other employee associations representing City employees. Further, all groups except for the Fire Groups consented to the establishment of a Second Tier Retirement Program. The actions of these groups, will assist the City's efforts to make ongoing reductions in order to address the City's structural deficit.

The City adopted a budget in FY 2012-13 that began to address the projected shortfalls as a result of declining sales and property taxes and reduction in other areas. The City Council's desire was to preserve the current level of services to the community to the extent possible and ask employee groups to share in the overall structural reductions. The City had used furloughs, and establishment of a second Retirement Tier.

The Police Units reopened their contract and provided concessions to the City. These Police units delayed COLAs, implemented health care cost sharing and increased PERS contributions by 13.997%. The largest employee association, Woodland City Employees Association (WCEA), a group that represents a variety of employees, including some of our entry level employees, recently accepted similar concessions.

The City and WPFA met several times from May 2012 to December 2012 in order to reach agreement. An agreement was not reached and as part of the negotiation process, the group scheduled fact-finding. The purpose of fact-finding was to find a middle ground and an agreement. The Fact-Finders Recommendations report was published on the City's website on June 7, 2013. Once the report was published, the City had a choice of implementing the Last, Best and Final Offer, the Fact Finder's Recommendations, or a combination of the two.

In the negotiations, the City discussed the declining revenues and increases in cost. Some of the stumbling points related to the management rights of minimum staffing, PERS contribution and the length of the contract. WPFA and the City could not reach an agreement, therefore the City is recommending imposing the Last, Best and Final Offer. The City had been in negotiations with WPFA for over a year.

WPFA has asked to reestablish negotiations, and the City is agreeable to begin negotiations immediately. Imposition allows the City to impose the first 12 months of the agreement. The City has decided to impose the first 12 months of the Last, Best and Final Offer.

The parties' last proposal is summarized in the following chart:

Element	City Proposal (LBFO)	Union Proposal (10/01/12)	Difference between Proposals
Contract Term	2 years Expires 6/30/14	3 years Expires 6/30/15	1 year
Health Insurance	1/1/2013: City contributes 90% of 3rd highest 1/1/2014 City contributes 85% of 3rd highest Opt out payment reduced from $565 to $405 Medical cash back program discontinued	1/1/2013: City contributes 90% of 3rd highest 1/1/2014 City contributes 85% of 3rd highest	Union proposes continuation of Cash-out and no reduction in Opt-Out
Retiree Medical	Employees hired prior to 7/1/06 requires 10 years of consecutive services Agree to meet and confer to impasse by 7/1/13	Vesting schedule 50% at 10 years, 75% at 15 years,100% at 20 years	City wants to eliminate vested right
PERS	FY2012/13: 5.5% FY2013/14: 2.5%	Year 1: 3% Year 2: 3% Year 3: 3% Eliminate Employer 4%	City wants to achieve a PERS contribution of 13 %, the Union proposal achieves a PERS contribution of 9%
COLA	No COLA	3%: 7/1/14	
Minimum Staffing	Remove minimum Staffing language from the MOU	Keep minimum staffing language in MOU as is	City wants to retain this management right and determine appropriate staffing and program services to the community

Acting Pay	No proposal – rejects language	Proposed that all employees who are qualified to serve in a higher level job classification	City rejects
Sick Leave Cashout	No proposal – rejects language	Allows the opportunity to cash out sick leave	City rejects
Incentive pay	Reduce educational incentive by 50%	Rejected	
FLSA Overtime	Only hours worked are counted towards Overtime	Rejected	
Minimum Staffing Language	Delete Language	Rejected	

Conclusion

Staff recommends that the Council 1) receive the fact-finding panel report, 2) hold a public hearing, and 3) approve a resolution to unilaterally implement changes in wages, hours and terms and conditions of employment in the Woodland Professional Firefighters Association and authorize the City Manager to take the necessary actions appropriate to effectuate the purpose and intent of this action.

Prepared by: Sheila McShane
Human Resources Manager

for Paul Navazio
City Manager

Attachments:

A) Fact-finding Panel Report and Recommendations
B) Resolution Authorizing Unilateral Implementation of Terms and Conditions of Employment for Woodland Professional Firefighters' Association
C) Terms and Conditions of Employment for Woodland Professional Firefighters' Association (Exhibit A)

IN THE MATTER OF ARBITRATION BETWEEN

CITY OF WOODLAND EMPLOYER AND WOODLAND PROFESSIONAL FIREFIGHTERS ASSOCIATION EMPLOYEE ORGANIZATION	CALIFORNIA PUBLIC EMPLOYMENT RELATIONS BOARD IMPASSE CASE NO. SA-IM-121-M RONALD HOH, FACTFINDING CHAIRPERSON DARIA TORRES WONG, CITY PANEL MEMBER ERIC ZANE, UNION PANEL MEMBER

FACTFINDING PANEL'S REPORT AND RECOMMENDATIONS

APPEARANCES

For City of Woodland:

Steven Shaw, Attorney
Allison Hauck, Attorney

For Woodland Professional Firefighters Association:

Stuart Adams, Attorney

INTRODUCTION

This proceeding arises pursuant to the provisions of California Government Code Section 3505.4 concerning resolution of a collective bargaining contract interest dispute between the City of Woodland (hereinafter City) and the Woodland Professional Firefighters Association (hereinafter Union). The parties have been unable to agree upon the terms of a new collective bargaining agreement through their negotiations and mediation. On January 25, 2013 the parties therefore selected the undersigned to serve as the Chairperson of a Factfinding Panel, and for the Panel to hold a hearing and to issue a Report and Recommendations for resolution of their contract impasse under that Government Code Section..

The hearing was conducted in Woodland, California on May 10, 2013 and was completed on that date. All parties appeared at the hearing and were provided full opportunity to provide evidence and argument in support of their respective positions. Upon conclusion of that evidence, the parties were provided the opportunity to submit written post-hearing statements, and both chose not to do so. Subsequent to completion of the evidence, the Panel met for short additional argument and further discussed procedures for issuance of the Panel's Report and Recommendations. Upon completion of that function, the case was deemed submitted by the Panel.

During the process of reaching agreement concerning the date(s) for this hearing to be held, the parties waived the time limits for the hearing contained in Government Code Section 3505.5. They further agreed that the Panel would issue its Report and Recommendations not later than May 29, 2013.

FINDINGS OF FACT

BACKGROUND

The City is the second largest and the County seat of Yolo County, California. The City's Fire Department (hereinafter Department) employs thirty-nine firefighters, fire engineers and fire captains in the Department bargaining unit. The Department has no Fire Chief or Assistant Chief; instead, both the Department and the City's Police Department are overseen by the City's Director of Public Safety.

At the time of this hearing, the parties had reached agreement in all contractual areas, with the following exception areas:

1. Contract Term
2. Ability to Pay
3. Educational Incentive Pay
4. Health Care Premiums
5. OPEB Liability/Retiree Health Care Eligibility
6. Overtime
7. Pension Contribution
8. Minimum Staffing
9. Acting Pay
10. Sick Leave Cashout
11. Wages

The parties agreed that the subject of vacation buy back was no longer at issue before this panel.

STATUTORY CRITERIA

California Government Code Section 3505.4(d) sets forth the criteria by which the Factfinding Panel is to make its Recommendations concerning the issues existing between the parties. It provides that the factfinder or panel, "...in arriving at their findings and recommendations, shall consider, weigh and be guided by all of the following criteria:

1. State and federal laws that are applicable to the employer.
2. Local rules, regulations, or ordinances.
3. Stipulations of the parties.
4. The interests and welfare of the public and the financial ability of the public agency.
5. Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
6. The consumer price index for goods and services, commonly known as the cost of living.
7. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
8. Any other facts, not confined to those specified in paragraphs 1 to 7, inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations."

The parties at the hearing did not provide evidence concerning the above statutory criteria of "State and federal laws applicable to the employer," "Local rules, regulations or ordinances," or

"Stipulations of the parties." Those statutory criteria are, therefore, not elements of the Panel's Recommendations here.

The parties have agreed in their contract in Section 2.13 to the appropriate comparability group for external comparisons purposes under Government Code 3504.5(d)(5) above. The provision reads as follows:

> 2.13.1 The City and Association agree to use the following agencies for compensation comparison purposes: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento, and Yuba City.

The City also bargains with representatives of the Woodland Police Officers Association ford non-supervisory police employees, and with the Woodland City Employees Association (hereinafter WCEA) for non-supervisory general City employees. Both external and internal comparability data will be discussed later in this Decision.

The parties are operating under and governed by an extension of their Memorandum of Understanding that expired on June 30, 2012. Due to its extension, that Memorandum of Understanding will be referred to herein either as the "contract" or as the "current contract."

ISSUE #1 - ABILITY TO PAY

Initially in this matter, the parties disagree concerning whether the City has the ability to pay for more than the costs of its proposals here. Because this element impacts the majority of the issues before the panel, it is addressed first and at length here.

POSITIONS OF THE PARTIES

THE CITY

The City makes the following agreements in support of its contention that it does not have the ability to pay for any economic benefits over and above those contained in its proposals here.

1. The City has experienced large decreases in revenues while its labor costs continue to increase. Home sales dropped substantially in fiscal years 2007 and 2008, and have since

leveled off, but average home cost has decreased in median price from nearly $400,000 to about $240,000, thereby decreasing City property tax revenues. The City's property tax revenues have decreased steadily since 2009; its new construction building permits decreased precipitously from 343 in 2006 to 9 in 2010, and its most recent data showed about 60 such permits in 2011; its General Fund revenues have decreased from about $43.6 million in 2008 to a projected $38 million in 2012-13; and its General Fund revenues are projected to decrease in 2014 and 2018 when two sales taxes amounting to 3/4 cents expire. Its projected General Fund revenues, without reductions related to employee concessions/layoffs, will decrease by $1.268 million in fiscal 2013 and by $2.409 million in fiscal 2014. In addition, its all funds revenues decreased from about $148 million in fiscal 2008 to about $112 million in fiscal 2012.

2. In addition to declining fund revenues, pertinent federal and state grants impacting City protective service positions will expire within the next few years. These include the SAFER Grant funding six positions in the Department which will expire in 2014, and under which three Department positions will be eliminated and three others will become General Fund expenses. Additionally, much of the sales tax revenues under voter approved tax increases set to expire in the near future have been used for debt service to pay off bonds, rather than for new projects.

3. In addition to General Fund shortages, Enterprise Funds such as water and sewer have required substantial rate increases to maintain revenues and to meet more stringent state regulations. For example, City water rates have required four 20% increases in 2010, 2011 and 2012, and the City needs voter approval for a 30% rate increase over four years for a necessary large sewer treatment expansion project. In addition, subsequent to voter rejection of a storm drain rate increase in 2007, the City was required to take a loan from its Capital Funds to fund storm drain operations, which has resulted in financial jeopardy in the City's Capital Funds area.

4. In the area of Capital Funds, the significant decrease in such funds resulting from the large decrease in development projects has resulted in all development revenues being used for debt service and staff expenses being charged to projects, resulting in more anticipated layoffs and possible impact upon the General Fund if other funds do not have the cash to cover deficits. As of June 30, 2011 the total deficit in all Non-General Funds is about $29 million, which creates serious cash flow problems which could impact General Fund resources.

5. City Department budgets have decreased by nearly $7 million between fiscal 2008 and fiscal 2013, with particularly large decreases in the areas of Public Works, Parks and Recreation, Community Development and Finance. The City since 2008 has eliminated 100 full time equivalent positions or 26% of its workforce; has consolidated Department operations including the use of a Public Safety Director rather than the positions of fire and police chiefs; has deferred non-critical infrastructure maintenance and reduced non-mandated services; and has obtained employee concessions from other bargaining units via frozen wages, temporary furloughs, and temporary decreased health benefits City contribution amounts.

6. Without the Union concessions at issue here, the City's current $1.065 million surplus will completely disappear by fiscal year 2014 and the City will run deficits for at least four years, including a projected $1.796 million deficit in fiscal 2015. That amount would grow to a projected $4.219 million deficit without the budget balancing measures set forth above and bargaining unit concessions. Budget reductions necessary to meet those deficits in fiscal 2014 would include the elimination of three Department firefighter positions.

7. Pension cost contribution policy changes made by CALPERS for safety employees such as those involved here will result in cost increase percentage to 28.7% in fiscal 2014 from a 3.5% rate in fiscal 2004. The market value of pension assets is only 69% of what is needed to fully fund City pensions under CALPERS, and the current pension liability for all City retirees is $1.1

million less than the current value of pension assets. City contributions for pensions, even with the 4% employee cost share currently paid by bargaining unit employees, are projected to increase to 43.5% by the 2020 fiscal year.

8. Health benefit costs for both employees and retirees are projected to increase by about 8% per year to a percentage of 9.68% of total City personnel costs. The PERS retirement costs are projected to increase 8.1% with current assumptions and 13.5% with expected PERS assumption changes. These cost increases will not be met by the projected yearly General Fund increase of 1.11% per year over the next five years.

9. City unfunded OPEB liability as of June 30, 2012 is $64.4 million, and the City currently pays only $2 million of the $5 million annual employee benefits cost for current retirees. In order to fully fund the annual retiree OPEB cost, labor costs per employee would need to increase by 15.9%.

10. The Moody's bond rating agency in January, 2013 reduced the City's bond rating by one step for 2002 lease revenue bonds and 2005 capital project lease revenue bonds, due to City problems in the debt service area. Given the low level of development impact fees which were anticipated to be used for debt service, the City's General Fund must fill any gaps in debt service.

11. Pension costs since fiscal 2010 have increased by almost 65% in just four years. The City must begin to address the unfunded $64 million liability for retiree pension costs, and must live within its means. Its proposals constitute the concession amounts needed to meet these rising labor costs.

12. All City bargaining units in 2011 were afforded the opportunity to receive a 9% salary increase if in return employees would cover a 9% PERS contribution increase. That swap was declined by the Union and representatives of the WCEA general employee unit, but accepted by

the Police unit. More recent budget forecasts have indicated that such a swap is no longer affordable.

13. Although the City's projected 17.8% revenue carryover for fiscal 2014 is above the goal of a minimum of 13% carryover reserve, that carryover amount is higher in anticipation of the lost revenues that will occur thereafter due to the sales tax increases that are scheduled to expire in 2014 and 2018.

14. The more recent budget data cited by the Union does not accurately reflect the amount of mid-year City budget improvement for the current fiscal year. Instead of a $627,000 budget improvement, the corrected budget improvement amount is about $197,000, since $130,000 of that Union-cited amount is not in the General Fund and $300,000 of that amount is one time dollars as a sales tax correction.

THE UNION

The Union makes the following arguments in support of its position that the City has the ability to pay both for wages and benefits above the City's proposals and for the economic proposals made here by the Union.

1. The City improperly equates in this proceeding its ability to pay contentions and the "interests and welfare of the public" under General Code Section 3505.4(d). That statutory provision in Section 3505.4(d)(4) clearly indicates by use of the word "and" that the "interests and welfare of the public" is a statutory factor separate and distinct from "the financial ability of the public agency." The "interests and welfare of the public" demands both an effective and competitive fire service and the ability of the Department to recruit and retain the best employees possible. Additionally, the California Supreme Court has held that labor relations with public employees, including firefighters, are a "matter of statewide concern." It is axiomatic under these standards that the "interests and welfare of the public " demand fairness, among other things, in

budgetary expenditures and comparability areas.

2. While the City has some legitimate budgetary concerns, mid-year budgetary figures are significantly improved over the amounts and percentages cited above by the City. That data, as reported to the City Council in mid-March 2013, shows that: 1) the City is "right on track" concerning revenues and expenditures for the current fiscal year; 2) the projected property tax revenue decline of 2.7% is actually a decrease of 1.3%, resulting in a tax collection increase of $277,000; 3) total sales tax revenues are "trending above budget by $143,629," freeing up more dollars in the City's General Fund; 4) sales tax revenues include a one-time adjustment of $300,000, which improves the overall current budget picture; 5) better than expected development activity, both residential and non-residential, has resulted in an increased amount of $371,553 in that area primarily in business licenses, planning fees and building and other permits; 6) projected expenditures are close to the original budget, meaning that the above increased amounts are not otherwise committed to expenditures; and 7) the City's General Fund is expected to end the current fiscal year with a fund balance $6.6 million, or 17.4% of expenditures. Such undisputed improvement in the City's budget position shows the City to be able to afford at least more than the costs of its economic offers here.

3. The City's own data shows an ending fund balance for the proposed three year duration of this contract to be above the 13% end fund balance viewed by the City as most prudent for all three of those fiscal years. Those ending fund balances for fiscal years 2013, 2014 and 2015 are, by the City's own data, 16.8%, 17.4% and 17.9% of the City's General Fund. 4

The Department has already experienced fire service cuts since 2008 in the positions of Fire Chief, Deputy Chief, Fire Marshall, three firefighters, Fire Prevention Specialist, Training Clerk and Administrative Analyst, in amounts well in excess of $600,000. In view of the increase in calls for service in the City when considered against these cuts, the City must provide sufficient dollars that allow bargaining unit employees to properly perform their job functions. Costs for bargaining unit employees are a small percentage of these projected increases, and City funding of the Union's proposal would likely still leave the City above the 13% budget carryover threshold.

5. The City's proposal when all of the proposed reductions are included would amount to a 16.9% salary and benefit cut over two years, or $15,554 per employee. Given the City's current budgetary status, there is simply no basis for such an extraordinary level of cuts.

6. The City has demonstrated its ability to pay by the terms of its prior agreement with the unions representing police officers, general City employees, and the City's middle management employees, as well as with its compensation agreement with the new City Manager and new Community Development Director. Those amounts for other employee groups, even with employees paying a portion of their retirement costs, show that such groups received at least no pay cuts when compared to the City's proposals to the Union here, and no split in medical or retiree medical insurance costs for the middle management group or the City Manager, compared to the City's proposal here. If the City can afford these elements as they relate to other City employee groups or managers, it can afford to provide the same amounts and percentages to employees in the bargaining unit here.

7. The City's final exhibit presented at the hearing concerning its contract agreement with representatives of the City's General Unit makes clear that the City can at minimum afford those amounts for bargaining unit personnel here. That agreement provides for 4% salary increases during the life of that three year contract, gradually implements employee health insurance cost sharing, and provides for a retiree health cost reopener, statutory overtime, and gradual increases in employee pension contributions. In view of this agreement, there is simply no basis for, at worst, that offer being made to employees in the Department bargaining unit involved here.

DISCUSSION

It is generally agreed in interest cases such as this that the party raising the issue of ability to pay – here the City – maintains the burden of showing that it does not have the ability to fund either the Union's proposals or any level of economic benefit over and above that involved in the City's economic proposals.

In this situation, the evidence shows that the City experienced particularly difficult economic circumstances starting in fiscal years 2008 and 2009; and that its General Fund revenues – the source of the vast majority of revenues funding for the Department – have decreased by about $5.6 million since that time. That evidence further shows that City department budgets have decreased by nearly $7 million during that time, and that 100 full time equivalent positions, or 26% of its workforce, have been eliminated since 2008. It further shows that shortages in Capital Funds and in some Enterprise Funds not impacted by rate increases approved by City voters have also negatively impacted to some degree available General Fund resources. Similarly, the City's pension contributions and health care costs for both employees and retirees are projected to increase significantly in future years, and available General Fund dollars may also be negatively impacted by the scheduled expirations of a quarter cent sales tax in 2014 and another one-half cent sales tax in 2018. Moreover, the one step reduction in the City's bond rating by the Moody's bond rating agency will likely impact to some degree interest rates that the City will have to pay on its bonds, and that element also could impact the City's General Fund, in that this fund could be required to fill any debt service gaps.

At the same time, however, the City's revenue picture has shown recent improvement, including over projections made for the current fiscal year. The City's projected ending fund balances for fiscal years 2013, 2014 and 2015 average nearly 4.4% higher than the likely conservative City 13% end fund balance target for such a carryover balance; its projected sales tax revenue decline is less than one half of the projected percentage decline for the current fiscal year, with sales tax receipts also trending above budget; and better than expected development activity has resulted in an increase of $371,553 in that area – a far from inconsequential level give that there were only nine new construction permits issued as recently as 2010. At minimum, such additional dollars can be used for debt service, resulting in at least some ease of impact upon the General Fund. In addition, even if a portion of that increased funding is not in the General Fund, those amounts clearly free up General Fund dollars that might otherwise have been required for such non-General Fund spending. Moreover, although the panel majority agrees that increased financial attention needs to be paid to unfunded liabilities in pension costs and employee and retiree health care costs, such unfunded liabilities exist in virtually every American municipality, and the City is hardly alone or distinctive in this area.

The City budget has rightfully become more conservative in view of the potential future expiration of existing sales taxes in 2014 and 2018, as reflected in its projected ending budget balances in fiscal years 2013, 2014 and 2015. However, the one-half cent sales tax will remain in effect at least into 2018, and the 2014 sales tax, even if it is not renewed by voters, is only one-quarter cent and will have less impact than the non-renewal of the one-half cent sales tax scheduled for 2018, if that tax is not renewed. The Panel assumes that all parties involved in the City will put forth their best efforts to assure that both sales taxes will be renewed by voters in 2014 and 2018. If such renewal occurs, those matters will have a significant salutary effect upon the City's budget.

In addition, the comparability data for the agreed-upon comparable cities set forth in Section 2.13.1 of the contract generally shows, as will be discussed at greater length below, that virtually all of those cities provide wages and benefits levels above those provided to bargaining unit employees here. While the City may not be required to show in this proceeding that the financial circumstances in those cities are as unfavorable as they are in the City, the ability at minimum of the less likely affluent comparable cities of Yuba City and Manteca to provide greater wages and benefits than does the City raises questions concerning the overall ability of the City to be able to pay wages and benefits above the package of cuts at issue here.

Finally in this area, the recent contract agreement between the City and the WCEA for general unit employees is indicative to the panel majority that the City has the ability to pay for at minimum wages and/or benefits above those contained in its proposals here. That agreement shows that, while employees represented by the WCEA will ultimately pay the 9% cost of pension benefits, that amount is offset at least to some degree by agreed-upon wage increases of 2% on July 1, 2014, 1% on March 1, 2015, and 1% on January 1, 2016. Such an offset is not contained in the City's proposals here, and the City proposal here also included significant benefit cuts on other areas, including overtime. If the City can afford the benefits contained in the recent WCEA contract agreement, it can afford something near to that amount in the circumstances here.

For all of these reasons, the panel majority finds that the City has not met its burden of showing that it does not have the ability to pay for salary and/or benefit levels at minimum above those contained in its proposals here, under Section 3505.4(d)(4) of the Act.

ISSUE #2 - MINIMUM STAFFING

Section 9.4.1 of the parties' current contract addresses minimum staffing. It provides as follows:

> 9.4.1 The City shall maintain the following minimum staffing on each Company: one (1) Fire Captain, one (1) Fire Engineer, and one (1) Firefighter. It is the intention of the City of Woodland to maintain a minimum of four (4) companies on duty at all times.

The City proposes to eliminate the entirety of the above minimum staffing language from the contract. In support of that position, the City points out that the proper meaning to be applied to the second sentence of the above contract language is in dispute between the parties, and that while it was the City's intention at the time of the current contract was to maintain a minimum of four companies on duty at all times, it does not believe that this contract language requires maintaining four companies, as the Union believes. It asserts that while it has no immediate plans to reduce the number of Department companies or the number of personnel per apparatus, it needs to recapture its management right to determine budgetary allocations and to make policy decisions in this area. It contends that this element became an issue when the City previously needed economic concessions through a brownout of Department stations which the City believed were necessary to meet budgetary shortfalls, but was prevented from doing so because the parties disputed the pertinent contract language contained in Section 9.4.1.

The Union proposes in this area that there be no change to the language contained in Section 9.4.1 of the contract. In support of that position, the Union points out that there have already been cuts to the Department since 2008 which are well in excess of $600,000, and that elimination of this contract language would give the City the unfettered right to make additional Department staffing cuts. It contends that the existing minimum staffing provides for only twelve employees per day; that such an existing low staff level responds to a very high 5,500 calls for service each year; and that such minimum staffing levels are required in order to respond to that level of calls and to properly serve City residents. Finally in this area, the Union believes that the "intention" language contained in Section 9.4.1 requires the City to maintain at minimum the existing staffing levels contained in the first sentence of that contract provision.

DISCUSSION

The factfinding Panel Chairperson, in his nearly one hundred interest factfinding and interest arbitration cases over the past twenty-seven years, has required in contract language issues such as this that the party proposing the contract language change must meet the burden of showing all the following three elements: 1) that a demonstrated problem exists with the current contract language; 2) that the other party has failed or refused to respond in negotiations to help solve that problem; and 3) that the moving party's proposal is therefore the only way that the problem may be solved. While this subject matter certainly has economic considerations, the Panel Chairperson believes that the above standards nonetheless properly apply to the circumstances here.

In this situation, even assuming, arguendo, that the City has met the first two of the necessary criteria set forth above for Panel recommendation of its proposal in this area, it clearly has not shown that elimination of this contract language via this proceeding is the only way that this problem may be solved. The parties clearly disagree as to the proper meaning that should be given to the current second sentence of Section 9.4.1 concerning the City's "intention" to maintain the existing minimum staffing levels at all times. Such a disagreement, can easily be resolved, if necessary, by obtaining a decision of an arbitrator concerning a grievance over the proper meaning to be ascribed to that second sentence language. In addition, if the parties are concerned about any delay in securing that decision where a minimum staffing change is at issue, they are certainly within their rights to require of the selected arbitrator an expeditious hearing and decision in this area. The absence of the City meeting the above contract language burden in this area, combined with no quid pro quo showing by the City in its attempt to eliminate this important Union right, causes the Panel majority to recommend against the City's proposal.

RECOMMENDATION

The Panel majority recommends that there be no change to the language contained in Section 9.4.1 of the contract.

ISSUE #3 - ACTING PAY

Article II, Section 2.9 of the contract concerns pay employees receive when assigned to duties at the next higher level classification. It provides in Section 2.9.1 as follows:

> 2.9.1 Employees assigned by their supervisor to perform substantially all duties in the next higher level classification shall receive an additional five (5%) percent of their individual rate of pay (IRP) as Acting Pay Compensation. For example, a Fire Engineer acting as a Fire Captain.

The Union proposes that bargaining unit employees receive the 5% Acting Pay so long as they are qualified to serve in the higher level job classification, not merely when those employees are actively serving in that higher classification. It contends that such a proposal if adopted will assist bargaining unit employees in addressing other pay or benefit decreases that may arise in the new contract at issue here.

The City opposes any change to the language in this area set forth in Section 2.9.1. It argues that not only is the Union's proposal an unnecessary additional and inappropriate Department expense, it is also not supported in the comparability data.

DISCUSSION

The evidence in this area provided by the Union fails to show either the cost of its proposal, or how the determination would be made concerning whether the employee is "qualified" to serve in that higher level job classification. Since the Union at the hearing characterized its proposal in this area as an attempt to increase unit members' compensation to allow them to better address potential additional costs that also may occur for employees under this new contract, it appears to the Panel Chairperson that the large majority of firefighters and fire engineers would be eligible for such payment. Additionally, and at minimum equally as important, the comparability data provides absolutely no support for the Union's proposal here. That proposal is therefore not recommended.

RECOMMENDATION

The panel majority recommends no change to the existing language contained in Section 2.9.1 of the contract.

ISSUE #4 - OVERTIME

Bargaining unit employees' normal work schedule is 192 work hours over a 24 day period. Because the Fair Labor Standards Act (hereinafter FLSA) requires overtime to be paid for fire service personnel after 182 hours during such 24 day period, bargaining unit employees received 10 hours overtime pay during each such 24 day period. The parties agree that under the current contract, bargaining unit employees leave time hours for absences such as sick or vacation leave are counted as time worked for purposes of determining overtime pay eligibility.

The City proposes that this element be modified to provide for payment of overtime under the requirements of the FLSA, which bases overtime eligibility only on hours actually worked in a work period, rather than on all hours including leave time during that period. In support of that proposal, the City argues that the application of FLSA overtime under its proposal would help reduce the overall cost of overtime and thus the cost of labor for the Department, and that it also would help curb potential overtime abuse.

The Union proposes no change in the area of determination of overtime eligibility, and resists the change in this area proposed by the City. In support of that position, the Union points out that every one of the seven comparable employers in the parties' contractually agreed-upon comparability group pays overtime by counting all hours, rather than hours actually worked, for purposes of computing overtime eligibility, as the City currently does for bargaining unit employees. It further contends that the Panel's award of the City's proposal in this area would amount to a total bargaining unit concession of nearly a quarter of a million dollars, or about $515 per month for each bargaining unit member.

DISCUSSION

The panel chairperson must initially admit his surprise in this area, that both the City and every one of the contractually agreed-upon comparable employers compute overtime eligibility based not upon hours actually worked in a work period, but instead upon all paid hours within that work period. In the panel chairperson's public sector experience, such a method of overtime payment is far from the norm.

That being said, it is also apparent that all members of the contractually agreed comparability group determine overtime eligibility the same way the Department currently does under this contract, and that a recommendation of this City proposal would put the Department at a decided disadvantage when competing for high quality fire personnel with at minimum those whom the parties agree that the employees' wages and benefits should be compared.

In addition, the City in support of its proposed change in this area provided no indication of how much its proposal here would save the Department in overtime costs. In the absence of such evidence, the panel majority must accept the Union's cost figures which show a nearly $6,200 loss for each bargaining unit member – a decrease of nearly 9% based upon the Panel Chairperson's understanding of the current top step firefighter pay level. If the City believes that the compensation decrease in this area to be a lesser cost level, it had an obligation to demonstrate to the Panel such a cost savings. Its failure to do so must be held against it.

RECOMMENDATION

The panel majority recommends no change to the existing system of determining bargaining unit employee overtime eligibility.

ISSUE #5 - SICK LEAVE CASH OUT

Section 7.1 and 7.2 of the parties' current contract concerns sick leave accumulation and use. Section 7.2.4 addresses sick leave credit, and provides as follows:

> 7.2.4 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits, and shall include sick leave which accumulates during leave for non-service connected illness or injury.

The Union proposes to add a provision to this contract Section calling for employees to receive a 50% sick leave payout at present cash value at the time of separation. The City opposes creation of this new benefit.

DISCUSSION

The Panel Chairperson has searched his notes and the documentary evidence provided by the parties at the hearing, including the comparability data, and finds no mention of this proposal except in the Union's description of the issues before the panel. Since the Union as the moving party in this area has the burden of showing the propriety of such a new benefit and clearly has not done so, this proposal is not recommended by the Panel majority.

RECOMMENDATION

The Panel majority does not recommend adoption by the parties of the Union's proposal concerning sick leave payout.

ISSUE #6 - EDUCATIONAL INCENTIVE

Section 2.4 of the contract concerns the Educational Incentive Program. It provides in Section 2.4.1 as follows:

2.4 Educational Incentive Program

2.4.1 Employees who qualify for and possess the following certifications awarded by the Office of the State Fire Marshal or a diploma awarded by an accredited College/University for fire service shall receive additional compensation as set forth below:

Fire Officer	2.0%	Fire Prevention	1.0%
Chief Officer	2.0%	Fire Science Certificate	1.0%
App. Operator	1.0%	A.A. Degree	2.0%
Fire Investigator I	1.0%	B.A. Degree	+0.5%
Fire Investigator II	1.0%	Firefighter II	1.0%
Fire Protect. Specialist	2.0%	Public Education Officer	1.0%
HAZMAT Tech	2.5%	(in addition to A.A.)	

Amounts payable in this program are cumulative but may not exceed a total of 5%.

The City proposes to reduce educational incentive pay by 50%, thereby halving the percentage amounts set forth above for each job classification. The Union resists such a change in this benefit.

DISCUSSION

According to the arbitrator's hearing notes, this subject area was never argued by the City, although it was included as an issue in the City's pre-hearing statement.

The comparability data indicates that at least five of the seven contractually-agreed comparable cities provide this benefit at various dollar amount and percentage levels. Because the City did not show whether or not the existing educational incentive amounts contained in the contract were somehow out of sync with amounts paid by comparable employers, or show how much the City would save in this area if its proposal was recommended, the City did not meet its burden of demonstrating the need for this benefit change. The proposal in this area is, therefore, not recommended by the Panel majority.

RECOMMENDATION

The City's educational incentive proposal is not recommended by the panel.

ISSUE #7 - HEALTH CARE PREMIUMS

Article IV of the parties' contract concerns, among other things, medical benefits. It provides in pertinent part as follows:

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

4.1.2 For Employees **hired *before* July 1, 2006**, the City provides a two-tier medical benefits program.

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $565 per month.

4.1.2.2 Employees hired before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled:

• Tier One:	Employee Only and Employee plus One	$810
• Tier Two:	Employee plus Family	$1060

4.1.3 For Employees **hired *on or after* July 1, 2006**, the City provides a three-tier medical benefits program.

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.3.1 Employees hired after July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $405 per month.

4.1.3.2 Employees hired after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled.

• Tier One:	Employee Only	$405
• Tier Two:	Employee plus One	$810
• Tier Three:	Employee plus Family	$1060

4.1.4 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective **July 1, 2009 through December 31, 2011**, the City shall contribute the following amounts towards employee insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	$101.00	Note 3	$515
Employee plus One	$101.00	Note 3	$1020
Employee Plus Family	$101.00	Note 3	$1335

Note 1: Per paragraph 4.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee only" tier shall receive medical insurance coverage and cafeteria plan benefit equal to the "Employee plus one" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently $101 from the January 2009 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Effective January 1, 2012 the total benefit above will be increased by the dollar amount necessary for the City to pay the full cost of the third highest plan available in the region. Woodland is located in (currently Bay Area region) (excluding PERS Care).

4.1.4.1 Dual Coverage. Employees providing proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $565/mo.

4.1.4.2 Employees enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of a medical plan and the monthly allowances provided in paragraph 4.1.4 above for the respective tier in which they are enrolled. However, in no case shall the differences paid exceed the amounts provided in paragraph 4.1.4.1 above.

POSITIONS OF THE PARTIES

The City proposes that the parties agree to a cost sharing of health insurance premiums rather than the current 100% City payment of the employee's premiums for a large majority of bargaining unit members, depending upon the employee's health plan selection. The City's proposal provides for the City to pay 90% of the health insurance premiums up to a cap of a 12% premium increase in 2013, and 85% of that premium up to the 12% premium cap in 2014.

In support of that position, the City asserts that, particularly given its difficult economic status, it can no longer afford to pay 100% of the steadily rising health insurance premiums of any City employees. It contends that the health care premiums as a percentage of salary are now 17.57%, and that such premiums constitute 9.68% of total personnel costs. It points out that the various health plans available to the City employees averaged an 8% yearly increase in premium rates between fiscal 2012 and fiscal 2013, in comparison to a projected increase per year of 1.11% in General Fund revenues. It claims that requiring Department employees to pay a portion of their health insurance premiums is necessary in order to improve the City's financial situation, and to ensure that the City and its taxpayers do not have to unilaterally shoulder the burden of escalating medical insurance premiums that have risen dramatically for significant time periods and continue to rise. Finally, the City points out that all other City bargaining units as well as managerial employees have agreed to health insurance premium cost sharing amounts similar to those contained in the City's proposal here.

The Union opposes the City's proposal in this area, and has instead offered to meet and confer in this area. In support of that position, it contends that monthly premium amounts that would require funding by employees under the City's proposal would range from $66.86 per month employee only to $292.06 per month employee +2 in the current fiscal year, and that such an increase when most employees have paid nothing in the past in this area, and in view of other potential new employee costs involved here, would be extremely difficult for bargaining unit employees to afford. It claims that three externally comparable employers currently pay 100% of health insurance premiums, with maximum contributions in those situations differing from those involved in the City.

<u>DISCUSSION</u>

The evidence shows that among external comparable employers, the City pays the second highest 100% total for the Employee +2 health insurance premium of $1,738.44 per month, and that the City's contribution at the level of Employee +1 of $1,337.26 per month is higher than the employer could contribute for all but two of those comparable employers. Two of those comparable employers already split health insurance premiums between the involved city and the employee, and two others pay either a flat dollar amount or 100% of a dollar amount lower than amounts paid by the City. It is thus clear that the City's current contributions for health insurance premiums are above the average in the external comparability group.

Government Code Section 3505.4(d)(8) directs the panel to "...consider, weigh and be guided by"..."any other facts, not confined to those specified in paragraphs 1 to 7, inclusive, which are normally or traditionally taken into consideration in making findings and recommendations." It is particularly common in the health insurance area for factfinders, fact finding panels and interest arbitrators to weigh, consider and take into account "internal comparability" – comparison of wages and benefits between the subject bargaining unit and employees in other bargaining units working for the same employer.

In that area, the comparability data strongly supports the position of the City in the health insurance premium area. The City's general employee unit represented by the WCEA – the City's largest – agreed in January of this year to the following health insurance premium cost sharing and effective dates in its new four year contract:

– February 1, 2013 - 90% City, 10% employee
– January 1, 2014 - 85% City, 15% employee
– January 1, 2016 - 80% City, 20% employee

Similarly, the City Police unit agreed to the following in this area in extending its contract with the City for three additional years to June 30, 2017:

Effective January 1, 2013 the City shall pay an amount equal to 90%...
Effective January 1, 2014 the City shall pay an amount equal to 85%...
Effective January 1, 2017 the City shall pay an amount equal to 80%...
...of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region (Excluding PERSCare); additionally, the City's total contribution toward health plan premiums shall be capped at the agreed-upon percentage applied to a 12% increase in the

base premium from year-to-year (Example – Kaiser 2013 Family rate = $1,738.44 – City to pay $1,564.60; January 1, 2014 City contribution capped at $1,654.99 ($1,738.44 x 1.12 x 85%);

Such amounts.are similar to those in the City's proposal here, except that the third City contribution change under both above contracts occurs in a time period beyond the proposed duration of the new contract at issue here by either party.

In view of the external and particularly the internal comparability data, because continuation of the City's 100% contribution in the panel majority's view puts the City at a competitive cost disadvantage and, given the City's existing and likely future economic situation, the panel majority recommends the cost sharing health insurance premium split set forth below. The third premium percentage change in cost sharing contained in both the WCEA and the Police contract is not recommended here, due to the parties' duration contract proposals of either a two or three year contract here – both of which would result in an expired contract prior to the potential date of that third health care premium share change.

RECOMMENDATION

The Panel majority recommends that the parties agree to the following health insurance cost sharing amounts and effective dates:

July 1, 2013 - City pays 90%, employee pays 10%

January 1, 2014 - City pays 85%, employee pays 15%

The panel majority further recommends that the parties agree to the clarifying language below that is contained in the Police contract:

> ..... of the third highest CalPERS health plan available in the region Woodland is located in, currently the Bay Area region (Excluding PERSCare); additionally, the City's total contribution toward health plan premiums shall be capped at the agreed-upon percentage applied to a 12% increase n the base premium from year-to-year (Example - Kaiser 2013 Family rate = $1,738.44 – City to pay $1,564.60; January 1, 2014 City contribution capped at $1,654.99 ($1,738.44 x 12 x 85%);

ISSUE #8 - OPEB LIABILITY/RETIREE HEALTH CARE ELIGIBILITY

Under Section 4.6.3 and 4.6.2 of the current contract, employees hired on or before July 1, 2006 with five or more years of continuous service who retire from City service receive 100% of what the City contributes toward current employee monthly medical insurance costs.

The City proposes to increase the employee eligibility requirement contained in Section 4.6.2 and 4.6.3 of the current contract from five years to ten years. In support of that proposal, it argues that the City's unfunded liability for this program as of January 1, 2011 was $61.3 million – a level which is clearly not fiscally sustainable – and that such an amount was projected to increase to $64.4 million by June 30, 2012. It claims that such amount is an "astounding" 26% of the City's total payroll. It asserts that while this OPEB program requires $5 million per year to fully fund it, the City's actual contributions are only $2 million per year. It further contends that net OPEB obligations by June 30. 2013 equal $11.7 million, and that new such obligations will likely rise by $3 million per year if the City does not enact cost saving provisions.

The Union opposes any increase in employee eligibility for retiree health care eligibility. It indicates that it is willing to meet and confer or go to impasse over this issue by June, 2014.

DISCUSSION

The evidence shows that the City's OPEB obligation is increasing by significant percentages, and that it currently can only afford to fund $2 million of the $5 million annual cost. While such unfunded increases are common in public sector municipalities, the panel majority believes that the City's proposal, with the grandfathering language set forth below, is a positive step in attempting to limit that unfunded liability at a cost which will have no effect on current employees, other than the change in health care premiums set forth above. Those employees legitimately have the expectation that they would be eligible to participate in this program if they have at least five years of continuous service and were hired on or before July 1, 2006. Moreover, even if either party believes that the recommendation set forth below is improper or unworkable, they have agreed to meet and confer in this subject area by June, 2014.

RECOMMENDATION

The Panel majority recommends that the provisions of Section 4.6.2 and 4.6.3 of the contract be modified to require that employees, in order to be eligible for retiree medical insurance benefits, be hired on or before July 1, 2006 and have ten (10) or more years of continuous service. However, current employees hired on or before July 1, 2006 who had five years of continuous service as of the date of this contract shall be grandfathered into eligibility for this program.

ISSUE #9 - PENSION CONTRIBUTION

Article VIII of the current contract concerns Public Employees Retirement System (hereinafter PERS) retirement benefits and contributions. It provides in areas pertinent here as follows:

> 8.1.1 3%@ 50 Retirement. The City will continue its participation in the Public Employees Retirement System during the term of this agreement. The formula in effect for represented employees is the 3% @ 50 formula.
>
> 8.1.2 Employee Contribution. The City shall pay the membership contribution to the Public Employees Retirement System to the extent equal to 9% of the employee's salary. This amount shall be payable to the employee's personal account.
>
> 8.1.3 The employees retirement contribution has been increase by 4% to a total of 13% pursuant to PERS Code Section 20516. The City will continue to only pay 9%; represented employees shall pay the additional 4%. The City shall adopt a resolution pursuant to IRS Code Section 414(h)(2) to allow this payment on a pre-tax basis.

The City proposes that, effective July 1, 2012, current bargaining unit employees pay an additional 5.5% towards the employee pension share, and that employees pay an additional 3.5% effective July 1, 2013. It further proposes that bargaining unit employees continue to pay the 4% City normal costs for the employees' enhanced benefit of 3% at age 50.

In support of that proposal, the City again sets forth the arguments made in the Ability to Pay and the OPEB Liability/Retiree Health Costs areas set forth above. It further argues under new Government Code Section 20516.5, equal sharing of pension costs is the standard, that employees are to pay at least 50% of normal pension costs, and that employers are not required to pay any of the required contribution. It contends that PERS rates will increase from 26.131% in fiscal 2013 to 28.656% in fiscal 2014, that this percentage is projected to increase further to 30.4% in fiscal 2015, and that, given the City's financial situation, the larger share of that cost must be paid by bargaining unit employees. It asserts that in the area of external comparability, employees of at least four of the seven comparable employers either currently pay or shortly will pay the entire 9% of the employee's pension share. Finally in the area of internal comparability, the City contends that employees in the WCEA bargaining unit will pay the entirety of the employee's 9% pension contribution by January 1, 2016; and that employees in the City's Police unit will pay 3% toward the PERS contribution effective July 1, 2013 and increase their safety PERS cost share from 4% to 4.887%. It argues that in negotiations, both the WCEA and the Fire bargaining unit declined the City's 9% PERS contribution for a 9% salary increase swap proposal agreed to by the Police union, and that City mid-management employees agreed in negotiations to a similar 8% swap. Finally in this area, the City asserts that it is no longer in financial shape to offer to Union-represented bargaining unit employees the swap agreed to by the Police union in their negotiations.

The Union has indicated its willingness to pay the 9% employee contribution, so long as it is phased in at 3% per year under its three year proposed contract duration, and so long as it is not required to continue to pay the 4% costs of the enhanced retirement formula of 3% at age 50. In support of that proposal, the Union argues that in the area of external comparability, only one of the externally comparable employers pay more than 9% toward the employee's retirement costs.

It further asserts in the area of internal comparability that Police bargaining unit employees under their contract extension pay only 3% of the employee's PERS contribution plus a new level of 4.887% – instead of 4% – of the benefit for safety employees, compared to the 9% City proposed payment for bargaining unit employees involved here.

DISCUSSION

It is initially apparent in this area that the dispute is limited largely to whether bargaining unit employees will continue to pay the additional 4% pension cost for the employer's share of normal costs for the 3% at age 50 enhanced benefit, and to the timing of the employee's payment of the 9% amount. The Union agreed in its proposal to pay 9% toward regular pension costs, so long as those amounts were phased in over its three year proposed contract duration.

In the area of external comparability, the evidence shows that employees of only one of the contractually-agreed comparable employers pay more than the 9% total contained in the Union's proposal. In the area of internal comparability, WCEA-represented employees will pay a total of 9% of pension costs over the four year duration of its contract with the City, although those pension costs for that unit are less expensive to the City than are the 3% at age 50 level related to this unit. In addition, the Police unit in its five year contract extension will pay only 3% additional in pension contributions, effective July 1, 2013. At best, therefore, only one external and no internal comparable employees will pay the total of 13% in pension contributions contained in the City's proposal.

The evidence also clearly shows that bargaining unit employees have already paid the 4.5% contribution for the 3% at age 50 enhanced benefit during what amounts to the first eleven of the twelve months of fiscal year 2013. In the judgment of the Panel majority, that employee payment for those enhanced benefits should continue, and bargaining unit employees should also pay 3% toward their pension contributions effective July 1, 2013, and 3% effective July 1, 2014 under the

Panel majority's recommendation below concerning contract duration. Because this recommended contract duration – and indeed the duration proposals here of both parties – do not extend beyond June 30, 2015, any discussions about additional employee pension contributions in those subsequent years, which might be similar to those agreed to in later contract years among internally comparable employees, may occur in future contract negotiations in this bargaining relationship covering those subsequent years.

RECOMMENDATION

The Panel majority recommends that the parties agree to a 3% employee pension contributions effective July 1, 2013, and an additional 3% employee contribution effective July 1, 2014. The Panel majority further recommends that bargaining unit employees continue to pay the existing employee contribution of 4% of the City's normal costs for the 3% at age 50 enhanced retirement benefit.

ISSUE #10 - WAGES

The parties' current contract in the area of wages effective July 1, 2011 contains five job classifications: Firefighter, Fire Engineer, Fire Captain, Fire Prevention Specialist I and Fire Prevention Specialist II – and five experience steps for each of those classifications. Current wage levels range from $3,907 per month at Step A for Fire Prevention Specialist I to $7,528 per month for Fire Captains at Step E. The current top step Firefighter classification pays $5,759 per month.

The Union proposes a 3% across-the-board increase to the wage schedule, and is open concerning the effective date(s) of any such wage increase. In support of that proposal, it argues that the City's employee compensation reduction proposal at issue here totals 18% in give backs, and that even the 11% City-stated give back goal would result in over $15,500 less in employee compensation than what bargaining unit employees currently receive. It contends that at the benchmark top step Firefighter classification in comparison with agreed-upon comparable employers, the City's wage rate is currently 15.23% below the average, and that it will be 18% below the average by the end of all of the contracts in that group. It asserts that among internally comparable units, police employees received or will receive a 2% wage increase on both July 1, 2012 and July 1, 2013; and that WCEA represented employees will receive 4% in wage increases over the life of their contract with the City at the rate of 2% July 1, 2014; 1% March 1, 2015; and 1% January 1, 2016. It argues that such increases stand in marked contrast to the wage freeze contained in the City's proposal to the Union here. Finally in this area, it asserts that even if the City is correct that the WCEA contract will result in $1 million in wage and benefit concessions over its term, that term is five years compared to no more than three years here, it covers substantially more City employees, and it constitutes $6,000 less in give backs per person than the City's economic package here.

The City proposes no increase to bargaining unit wages at any time under the new contract, irrespective of the ultimately agreed-upon length of the contract. In support of that proposal, it again cites the challenging economic situation as set forth infra in its Ability to Pay evidence. It further contends that, although its comparative position among comparable employers may be below average in base salary, that compensation generally exceeds the comparability group average when salary cash benefits and insurance benefits are contained in the comparison. It claims that among non-supervisory, non-confidential City employees, bargaining unit employees have the highest average total cost at a level nearly $17,000 per person above employees in the Police bargaining unit. It argues that the Union's comparability data for salaries does not include retiree medical costs, which currently constitute 11.6% of the Department's payroll. It asserts that the Consumer Price Index for this area increased by only 1.9% for the first half of fiscal 2013. It argues that Union bargaining unit wage increases have outpaced the Consumer Price Index since 2003 by 19.3%. Finally, it contends that the WCEA contract, even with the small wage increases contained therein, will result in total economic concessions of $1.1 million during its entire contract term.

DISCUSSION

Initially in this area, the evidence shows that the City Police unit's wage increase referred to above was deferred from a scheduled 4% wage adjustment which those employees were originally scheduled to receive effective July 1, 2011. That scheduled July 1, 2011 amount was identical in amount and timing to the 4% wage increase which employees in this unit received on July 1, 2011. Therefore, rather than a showing by the Union here of a wage increase disadvantage when compared to the Police unit, that 4% wage increase for this unit instead constituted a monetary advantage, since a 4% wage increase effective July 1, 2011 produces a higher total wage amount than the delayed 2% received by the Police unit effective July 1, 2012 and July 1, 2013.

At the same time, however, a review of current wage levels against those of the contractual external comparability group shows that top step firefighter wage levels at the City, even if the City's data for comparable employers is used, are $636 annually below the average in that group, or 11.1% below that average, even without consideration of the fact that more than half of those employers do not require cost sharing for pension benefits. In addition, even if one accepts that the City's claim Fire unit wages have exceeded the CPI by more than 19%, there was no showing that the percentage in this area was significantly above that of comparable employers. Moreover, the City's total compensation data cited above will assuredly return to below average status in the comparability group if the parties ultimately agree to the economic concessions recommended in this situation. Similarly, although the City correctly claims that the Union's salary comparability data does not include retiree medical costs, neither does the data for those comparable employers. Also, as a matter of internal comparability, the panel majority has difficulty understanding why, if economic conditions are indeed as dire as the City claims, City Police unit employees will pay only 3% additional toward pension contributions through the end of their contract in 2017, and the WCEA employee contribution of 9% in that area is stretched out over three and one half years compared to over only two years under the City's proposal here. Finally, it appears that the City's economic picture was more dire at the time when it reached contract agreement with the WCEA in January of this year than it was at the time of this hearing; yet the economic package agreed to in that situation was clearly better for employees than that offered here. Also, the Consumer Price Index for the first half of fiscal year 2013 has increased at similar levels to that recommended below. That recommendation, in the judgment of the Panel majority, is made in consideration of all of these areas.

RECOMMENDATION

The Panel majority recommends that the parties agree, similar to the increase to be provided by the City at that time to WCEA-represented employees, to a 2% wage increase effective July 1, 2014.

ISSUE #11 - DURATION

The current contract between the parties expired by its terms on June 30, 2012. The parties are therefore currently governed by an unwritten extension of that contract.

In the area of contract duration, the parties disagree as to whether the new contract at issue here should be for two years or three years in duration. The City proposes a two year contract, while the Union proposes a three year contract. Neither party made any actual argument or presented any evidence concerning contract duration.

The Panel majority recommends that the contract be for three years, retroactive to July 1, 2012 and with a new expiration data of July 1, 2015. This recommendation is based largely upon the contract durations agreed upon by the City in negotiations with other City bargaining units.

Specifically, the new contract for the WCEA bargaining unit is effective through June 30, 2016, and the contract extension with the Police bargaining unit is effective through June 30, 2017. In addition in the Panel majority's view, given the difficulties that the parties have experienced in their negotiations over the contract involved here, a longer contract term is in the interests and welfare of both the public and both parties, in that it involves a longer time period of relative labor peace in this bargaining relationship.

RECOMMENDATION

The Panel majority recommends in the area of contract duration that the parties agree to a three year contract duration, retroactive to July 1, 2012 and expiring on June 30, 2015.

CONCLUSIONS OF LAW AND RECOMMENDATIONS

In accordance with Government Code Section 3504, the Panel majority recommends, for the reasons set forth above, that the parties agree to the following:

1. ABILITY TO PAY - That the City has the ability to pay for salary and/or benefits at minimum above those contained in its proposals here.

2. MINIMUM STAFFING - That the parties agree to no change to the existing minimum staffing language contained in Section 9.4.1 of the contract.

3. ACTING PAY - That the parties agree to no change in the existing acting pay language contained in Section 2.9.1 of the contract.

4. OVERTIME - That the parties agree to no change to the existing system of determining bargaining unit employee overtime eligibility.

5. SICK LEAVE CASH OUT - That the Union's proposal concerning sick leave cash out not be added to the contract.

6. EDUCATION INCENTIVE - That the City's educational incentive proposal may not be included in the contract.

7. HEALTH CARE PREMIUMS - That the parties agree to health care premium sharing and related implementation language set forth on Page 25 of this Report and Recommendation.

8. OPEB LIABILITY/RETIREE HEALTH CARE ELIGIBILITY - That the parties agreed to the modifications in Section 4.6.2 and 4.6.3 of the contract set forth on Page 27 of this Report and Recommendations.

9. PENSION CONTRIBUTION - That the parties agree to employee pension contributions set forth on Page 30 of this Report and Recommendations.

10. WAGES - That the parties agree to a 2% across-the-board wage increase, effective July 1, 2014.

11. DURATION - That the parties agree to a three year contract duration, beginning on July 1, 2012 and ending on June 30, 2015.

May 28, 2013

Ronald Hoh

RONALD HOH
Factfinding Panel
Chairperson

Daria Torres Wong
Management Panel
Member

Management
Concur /Dissent by
Issue Number (Mark X
in appropriate box)

1. ☐ Concur ☐ Dissent
2. ☐ Concur ☐ Dissent
3. ☐ Concur ☐ Dissent
4. ☐ Concur ☐ Dissent
5. ☐ Concur ☐ Dissent
6. ☐ Concur ☐ Dissent
7. ☐ Concur ☐ Dissent
8. ☐ Concur ☐ Dissent
9. ☐ Concur ☐ Dissent
10. ☐ Concur ☐ Dissent
11. ☐ Concur ☐ Dissent

Eric Zane
Union Panel Member

Union
Concur /Dissent by
Issue Number (Mark X
in appropriate box)

1. ☐ Concur ☐ Dissent
2. ☐ Concur ☐ Dissent
3. ☐ Concur ☐ Dissent
4. ☐ Concur ☐ Dissent
5. ☐ Concur ☐ Dissent
6. ☐ Concur ☐ Dissent
7. ☐ Concur ☐ Dissent
8. ☐ Concur ☐ Dissent
9. ☐ Concur ☐ Dissent
10. ☐ Concur ☐ Dissent
11. ☐ Concur ☐ Dissent

To: Mr. Ronald Hoh

From: Eric Zane, WPFA Panel Member

Re: Concur/ Dissent Correspondence

Date: May 28, 2013

The following notes are in relation to the item numbers on page 35 of the Report and Recommendations.

Note 1: In regards to issue #8 (OPEB liability/ retiree health care eligibility). Although the Union agrees with the Panels recommendation as written we are under the impression that the current "Vested Right" language found in Section 4.3.2.2.1 on page 11 of the MOU will remain for employees hired prior to July 1st 2006. The Union would not agree to the removal of such language if that was the intention of this recommendation.

Note 2: In regards to issue#9 (Pension Contribution). Although the Union agrees with the Panels recommendation regarding pension contribution it would like to point out that all but one of its comparable agencies are or will be paying 9% or less in this area. Referencing the WPFA Salary and Benefits survey found on page 16 of the Power Point you will see that only one City; The City of Manteca will be paying more towards their retirement benefit than the City of Woodland. This leads me to the only dissenting opinion of this panel member;

Note 3: Issue #10 (Wages). The Report and Recommendations clearly showed that the City failed to prove an inability to pay, and the Firefighters Union demonstrated that their 3% proposal was actually lower than raises obtained by other bargaining units within the City. This includes the WCEA receiving a 4% wage adjustment during the term of their contract. Again referencing page 16 of the Union Power Point; the Salary Survey within the comparable agencies also shows that a majority of the agencies have provided wage adjustments at or above 5%. Considering that the Report and Recommendation is recommending that the Union pay a total of 10% towards Pension Contribution which is 1% above industry standard, the Union must argue that a 3% wage increase is still a modest offset considering the increased pension and health care costs it is agreeing to within the context of this report.

Respectfully Submitted,

Eric Zane

8. OPEB LIABILITY/RETIREE HEALTH CARE ELIGIBILITY - That the parties agreed to the modifications in Section 4.6.2 and 4.6.3 of the contract set forth on Page 27 of this Report and Recommendations.

9. PENSION CONTRIBUTION - That the parties agree to employee pension contributions set forth on Page 30 of this Report and Recommendations.

10. WAGES - That the parties agree to a 2% across-the-board wage increase, effective July 1, 2014.

11. DURATION - That the parties agree to a three year contract duration, beginning on July 1, 2012 and ending on June 30, 2015.

May ___, 2013

Ronald Hoh
RONALD HOH
Factfinding Panel
Chairperson

Daria Torres Wong
Management Panel
Member

Eric Zane 5-28-2013
Union Panel Member

Management
Concur /Dissent by
Issue Number (Mark X
in appropriate box)

1. ☐ Concur ☐ Dissent
2. ☐ Concur ☐ Dissent
3. ☐ Concur ☐ Dissent
4. ☐ Concur ☐ Dissent
5. ☐ Concur ☐ Dissent
6. ☐ Concur ☐ Dissent
7. ☐ Concur ☐ Dissent
8. ☐ Concur ☐ Dissent
9. ☐ Concur ☐ Dissent
10. ☐ Concur ☐ Dissent
11. ☐ Concur ☐ Dissent

Union
Concur /Dissent by
Issue Number (Mark X
in appropriate box)

1. ☒ Concur ☐ Dissent
2. ☒ Concur ☐ Dissent
3. ☒ Concur ☐ Dissent
4. ☒ Concur ☐ Dissent
5. ☒ Concur ☐ Dissent
6. ☒ Concur ☐ Dissent
7. ☒ Concur ☐ Dissent
8. ☒ Concur ☐ Dissent Note #1
9. ☒ Concur ☐ Dissent Note #2
10. ☐ Concur ☒ Dissent Note # 3
11. ☒ Concur ☐ Dissent

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Dania Torres Wong
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May 28, 2013

Via U.S. Mail and Electronic Mail

Arbitrator Ronald Hoh
2222 Watt Avenue, Suite D-7
Sacramento, CA 95825
ronhoh@naarb.org

Re: Factfinding – City of Woodland / Woodland Professional Firefighters Association
PERB Case No. SA-IM-121-M

Dear Arbitrator Hoh:

Factfinding Panel Member Dania Torres Wong's Concurrence and Dissent to the Factfinding Neutral Panel Member's May 24, 2013 Recommendation.

As a member of the fact-finding panel for the proceedings between the City of Woodland and Woodland Professional Firefighter's Association ("WPFA"), representing the City, I concur in part and dissent in part to the neutral panel member's May 24, 2013 Recommended Advisory Opinion.

I. Introduction

Like many California cities, the City of Woodland was hit hard by the Great Recession. Despite a meager recovery, the City continues to face daunting fiscal challenges. At the root of the City's financial challenges is the fundamental disconnect between the demands for services at the local government level, the cost to provide these services, and the revenue streams available to local government in California. During the first half of the past decade, this disconnect has been masked by artificially inflated property and stock values, which led to over-development, and overly generous, unsustainable compensation and benefit increases.

Moreover, some significant decisions made by the City in the past exacerbate the situation, and underscore the need to develop a more sustainable cost-model for City operations. With property tax and development fee revenue pouring in, the City began construction of major projects like a new sports complex and community center. But when the Recession hit in 2008, those funds dried up. Believing that it could ride out the Recession, the City turned to temporary budget measures like spending from reserves and employee furloughs. However, revenues have not rebounded as quickly or as robustly as the City hoped, and the furloughs have ended. Meanwhile, the cost of employee benefits has increased dramatically for the City, which provides very generous health and pension benefits.

As a result, the City now faces an unnerving structural deficit that threatens to further weaken City finances, and reduce or eliminate the public services if long-term changes are not made now. Armed with this recognition of the fiscal constraints it faces, the City went straight to the heart of the problem in negotiations with WPFA (as it did with other bargaining units): the City proposed greater employee contributions toward health and pension benefits and maintained its position in its final Proposal. It also sought to require ten years of service rather than five for employees to be eligible for its generous retiree medical insurance benefits to help ebb the tide of increasingly large unfunded liabilities that will otherwise plague the City for the foreseeable future.

The City also sought to put the decision to maintain the number of City fire stations – a management right – back in the hands of the policymakers and to remove language that required the City to maintain a certain level of staff on fire equipment. While the City has no current plans to reduce fire service levels, the Vallejo and Stockton experiences demonstrate how these contract provisions exacerbate fiscal distress.

The City needs to restructure its cost-sharing arrangements with employee organizations to reach and preserve fiscal sustainability. Only then will the City be in the position to consider future salary increases WPFA seeks now. The health and pension benefits are the core areas where the City must act now to prevent further economic decline.

II. Discussion

1. Ability to Pay

I concur with Factfinder Hoh's discussion regarding the City's difficult economic circumstances. Hoh properly noted the City's decrease in General Fund revenues, severe cuts to department spending, loss of 100 full time equivalent positions over the past few years, the shortages in Capital and Enterprise funds, rate increases by voters, escalating employee costs and Moody's bond rating downgrade.

I also concur that the City's revenue picture has seen slight improvement over the past few months. But Mr. Hoh mistakes that the increase in development fees will alleviate the impact of general fund dollars. These development fees are meant to pay for the debt service on bond obligations taken out for new projects. At this time, the debt service is paid from a loan from Measure E funds. But Measure E funds are meant for Capital projects. Therefore, if the City is able to use the development fees to pay for some of the debt obligation currently paid by a Measure E Loan, then the Measure E funds must return to the projects it was intended for – not for employee wage increases.

I disagree with Mr. Hoh's statement that "although the panel majority agrees that increased financial attention needs to be paid to unfunded liabilities in pension costs and employee and retiree health care costs, such unfunded liabilities exist in virtually every American municipality, and the City is hardly alone or distinctive in this area." (Page 12 of the Recommendations).

It is true that unfunded liabilities exist in many jurisdictions. Regardless if this is experienced by other municipalities; it does not lessen the burden these costs will have on the City's ability to provide services. Nor does this solidarity alter the fact that unless the City gets these costs under control now, the increases could become unsustainable and force the City into bankruptcy or service insolvency. Further, CalPERS has recognized the unsustainability of current benefits and funding formulas and is taking steps to address this by increasing rates on enhanced benefit plans by as much as 50%. As for OPEB, while it is true that Woodland is not unique in facing an unfunded liability for this benefit, the City's actuarial analysis provided to the panel in the source document binder demonstrates that the City's liabilities (and benefits for pre-2006 employees) is in the 90th (+) percentile of municipalities – meaning Woodland's benefit and liability is far in excess of most every jurisdiction.

Not dealing with these unfunded liabilities has led to fiscal and service level insolvency in other jurisdictions. Woodland is already headed down that road with serious reductions in service to the community. It must address this now, before the situation worsens.

I also need to clarify the following statement on page 12: "The Panel assumes that all parties involved in the City will put forth their best efforts to assure that both sales taxes [Measure E and V] will be renewed by voters in 2014 and 2018." While the commitment to renew voter-approved tax measures may be true in the case of Measure E, this is NOT the case re Measure V. Measure V was presented to voters as a one-time, stop-gap revenue measure that would provide time for the City to address chronic structural deficits, without precipitating dramatic and immediate program cuts. Further, the City does not believe that Measure E will be renewed unless the City is able to demonstrate the revenues from this measure were used for the intended projects – not to provide salary and benefit increases to employees. Moreover, as presented by the City, there is a real feeling of voter fatigue regarding the City's continued need for increases in sales taxes and rate increases. As explained in the presentations, the City sought water rate increases in a series of four 20% rate increase in January and July 2010, July 2011 and July 2012. Now, the City has also obtained additional voter approved water increases of 17% per year for 4 years which began January 2013. The City is trying for a 30% increase over four years in sewer rates this summer. But voters rejected a storm drain rate increase in 2007. A significant driver of the City's long-term fiscal plan is to achieve a balanced General Fund budget ABSENT reliance on Measure V. Moreover, it would be inappropriate for the City to enter into a multi-year agreement whose provisions ASSUMES renewal of Measure V. Not only is this fiscally unsound, but this recommendation would likely make it much more difficult for the City to make the case to the voters.

The public has been made very aware of the costs associated with the employee pension and retiree health benefits paid for by the tax-payer. Unless the City demonstrates a serious commitment to control escalating employee and retiree costs, the City may see a decrease in the public's willingness to foot the bill. Finally, it would be financially imprudent for the City to base its budget on the possibility of the public approving to continue these tax measures in the future.

I also disagree with the following statement on page 13: "[T]he ability at minimum of the less likely affluent comparable cities of Yuba City and Manteca to provide greater wages and benefits than does the City raises questions concerning the overall ability of the City to be able to pay wages and benefits above the package of cuts at issue here." The City's total compensation package is comparable or better than Manteca and Yuba City. The total compensation package (excluding retiree health) for a firefighter in Woodland is $8,850. The total compensation package for this position in Manteca is $8,591 and in Yuba City is $8,355. Further, as discussed in the City's rebuttal, this comparability information does not account for any concessions currently negotiated or being negotiated in either of these cities.

2. Minimum Staffing

Applying Mr. Hoh's three elements to deal with the contract language on minimum staffing, I assert that (1) the City demonstrated that a problem exists when the City tried in the past to temporarily reduce a fire station, (2) the parties were unsuccessful in negotiating a change to this language, and (3) the only way for the City to regain its management right is to remove this language from the MOU. The City attempted to temporarily "brown out" a station in the past, with the strong belief that the contract language stating that it is the "intention" of the City to maintain four (4) companies allowed them to reduce to three (3) when circumstances warranted this reduction – at least temporarily. WPFA challenged the City's right to do so. Therefore, with regards to the dispute over the language stating that it is the parties "intention" to maintain four companies, if the parties were currently in contract, it might be appropriate to submit the matter to arbitration to resolve the meaning of that language. But since the parties are negotiating a successor agreement, it is the appropriate time for the City to meet and confer to impasse over the removal of this language rather than seeking clarification over its meaning. Therefore, I dissent with Mr. Hoh's recommendation to leave this language in the contract.

3. FLSA Overtime

With regard to the City's proposal to pay overtime consistent with state and federal laws, rather than the more generous MOU provisions which result in overtime pay even when the employee has taken time off during the overtime period, I also dissent. Mr. Hoh makes much of the fact that the City did not present evidence regarding the savings it would achieve by way of this proposal. However, the City did not provide the departmental savings on overtime simply because it is difficult to know what the savings will be. Overtime varies each year. Further, since employees in this unit are able to manage receiving overtime during weeks when they take paid leave, it is hard for the City to track when and if they expect to incur overtime. This is part of the reason to change to FLSA overtime. It should be noted that the City proposed FLSA overtime for WCEA, but settled to allow for hours in paid status, excluding sick leave. WPFA has not shown a willingness to discuss this type of compromise.

4. Educational Incentive Pay

The City established that it needed a total of approximately 11% in savings from the Fire Unit over two years. The City's offer at impasse resulted in a 6.96% reduction in the first year and an additional 3.62% in the second year for a total savings of 10.58%. This is approximately $580,000 in savings over two years. To achieve this savings, the City factored in the reduction in educational incentive pay, so it is necessary to achieve the total savings. Otherwise, the City would have needed additional savings in health care or a wage reduction.

5. PERS Contribution

I agree with Factfinder Hoh's recommendation to have Fire employees continue paying the 4% employer costs towards the PERS pension. I disagree with the recommendation to only have the employees pick up 6% of the 9% employee share over the term of the contract. Mr. Hoh incorrectly states on page 28, that no internal employees will contribute 13% in pension contributions. I would like to point out that by July 1, 2013, the Police Union will be paying 13.887% towards their PERS pension costs. This information was provided in the City's presentation. At that same time, under Mr. Hoh's recommendation, the Fire employees will only pay 7% towards their PERS pension costs.

I would also like to provide some clarification in response to Mr. Hoh's statement on page 28, "[the City] contends that PERS rates will increase from 26.131% in fiscal year 2013 to 28.656% in fiscal 2014, that this percentage is projected to increase further to 30.4% in fiscal 2015, and that, given the City's financial situation, *the larger share of that cost must be paid by bargaining unit members*." (Emphasis added). This conclusion is incorrect. The 30.4% rate in 2015 that the City will pay already assumes that the employees will continue to pay the 4%. Further, the 9% employee statutory contribution that the City is seeking is separate from this rate. Therefore, if the Fire Unit employees pay 13% towards PERS, the City will still pay the 30.4% in 2015. Therefore, I do not agree with the recommendation to only have the employee pay 4% of the employer contribution and 6% of the employee contribution. This leaves the City with 3% of the employee's share and the escalating employer's share – resulting on a 33.4% contribution rate in 2015 for the City.

The City's proposal merely seeks to have employees continue to pay for their negotiated share in consideration of costs associated with the implementation of enhanced benefits (4%) and the full-share of employee contribution rates (9%). Based on current CalPERS projections, employer rates will increase dramatically over the next 3-5 years assuming the City's proposed level of employee contributions.

6. Wages

I disagree with the recommendation that the City should provide the WPFA with a wage increase, and the assumption that the City can afford an increase since it provided an increase to WCEA and Police Units. The circumstances were different for these Units. First, unlike WPFA, who had a 4% wage increase in 2012, WCEA has not seen a wage increase since 2009. And further, the City did not propose the wage increase during factfinding, but it was arrived at after WCEA proposed settlement terms following factfinding that included a 20% health premium costshare and FLSA overtime. Further, as demonstrated in the City's rebuttal, WCEA's average wage is $53,539 versus WPFA's average wage of $81,567. Therefore, with the savings achieved through WCEA's concessions, the City was able to provide a modest offset in wages over a four year term.

The circumstances of the Police deal were also very different from WPFA. Last summer, the City was in the thick of its financial deficit struggles. While the City was negotiating successor agreements with WCEA and WPFA, it also approached the Police Associations, who were in *closed contracts*, to try to obtain some immediate concessions to health care and PERS. In exchange for those concessions, and given that Police did not have to agree to reopen its contract, the City provided Police with some wage increases – which included the 4% deferred wage increase and two 1% increases pushed out to 2016. Had the City been able to wait for concessions when the Police Units opened, the results likely would have been different. It should also be noted, as presented in the City's rebuttal, that the WPFA's average wage is approximately $4,500 higher than the average wage of an employee in the Police Unit.

Finally, the City's proposal was also consistent with the fact that WPFA's wages have outpaced CPI by over 20% over the last ten years.

III. Conclusions

Fact-finder Hoh's Recommendation	**Fact-finding Panel Member Dania Torres Wong's Response**
1. Ability to Pay – That the City has the ability to pay for salary and/or benefits at minimum above those contained in its proposals.	Dissent for reasons set forth in Discussion Item #1 above.

Renne Sloan Holtzman Sakai
Public Law Group™

Fact-finder Hoh's Recommendation	Fact-finding Panel Member Dania Torres Wong's Response
2. Minimum Staffing – That the parties agree to no change to the existing minimum staffing language contained in Section 9.4.1 of the contract.	Dissent for reasons set forth in Discussion Item #2 above.
3. Acting Pay – That the parties agree to no change in the existing acting pay language contained in Section 2.9.1 of the Contract.	Concur
4. Overtime – That the parties agree to no change to the existing system of determining bargaining unit employee overtime eligibility.	Dissent for the reasons set forth in Discussion Item #3 above.
5. Sick Leave Cash Out – That the Union's proposal concerning sick leave cash out not be added to the Contract.	Concur
6. Educational Incentive –That the City's educational incentive proposal may not be included in the contract.	Dissent for the reasons set forth in Discussion Item #4 above.
7. Health Care Premiums – That the parties agree to health care premium sharing and related implementation language set forth on Page 25 of this Report and Recommendation.	Concur
8. OPEB Liability/Retiree Health Care Eligibility – That the parties agreed to the modification in Section 4.6.2 and 4.6.3 of the contract set forth on Page 27 of this Report and Recommendation.	Concur with the suggestion that the parties meet and confer to impasse over modifications to the retiree health benefit. Dissent with recommendation to have vesting language increase to 10 years for employees hired after 2006. The City is long overdue for a comprehensive approach to deal with this matter.
9. Pension Contribution – That the parties agree to employee pension contributions set forth on Page 30 of this Report and Recommendation.	Concur in part and dissent in part for the reasons set forth in Discussion Item #5 above.
10. Wages – That the parties agree to a 2% across-the-board wage increase, effective July 1, 2014.	Dissent for the reasons set forth in Discussion Item #6 above.

Fact-finder Hoh's Recommendation	**Fact-finding Panel Member Dania Torres Wong's Response**
11. Term – That the parties agree to a three year contract duration, beginning on July 1, 2012 and ending on June 30, 2015.	Dissent on a three-year term with the terms recommended here in this report. The City is open to a three-year term, starting from July 2012, if the terms are sustainable without counting on the continuation of funding from a renewed Measure V.

Dated: May 28, 2013

Dania Torres Wong
Panel Member for the City of Woodland

RESOLUTION NO. 11-_______

A RESOLUTION OF THE WOODLAND CITY COUNCIL APPROVING UNILATERIAL IMPLEMENTATION OF CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE WOODLAND PROFESSIONAL FIREFIGHTERS ASOCIATION (WPFA)

WHEREAS, the City continues to face significant fiscal challenges due – in part – to the escalating costs of employee benefits, including health insurance, pension, and retiree health insurance; and,

WHEREAS, absent structural changes to reduce city burden of personnel-related costs, the city is expected to require increasing levels of budget and service reductions compounding the over $9 million in General Fund reductions and loss of over 110 full-time-equivalent positions already implemented; and,

WHEREAS, the City Council has established principles and objectives to guide current and future negotiations with its represented and unrepresented employees, and

WHEREAS, the existing 2009-2012 Memorandum of Understanding (MOU) between the City of Woodland and the WPFA expired on June 30, 2012, and

WHEREAS, the parties entered negotiations in May 2012, and, were unsuccessful in reaching an agreement on a successor MOU, and

WHEREAS, the parties reached impasse in October 2012 and the City and WPFA jointly agreed to participate in mediation with the State Conciliation and Mediation Services through the State of California Industrial Relations Program; and

WHEREAS, the City attended mediation with WPFA and the parties were not able to reach agreement; and

WHEREAS, the WPFA requested non-binding fact-finding hearing which was held on May 10, 2013, and both parties presented their issues and positions; and

WHEREAS, the Fact-Finding Panel issued its report and recommendations on May 28, 2013, and the City is statutorily required to post the report and, within no less than 10 days, hold a public hearing on the Fact-finding Panel report; and

WHEREAS, following the required Public Hearing, the City Council may, following consideration of the non-binding recommendations of the Fact-Finding Panel, unilaterally implement changes to wages and terms of conditions of employment that are substantially consistent with the City's Last, Best and Final Offer declared in October 2012 and the City and WPFA jointly agreed to participate in mediation with the State Conciliation and Mediation Services through the State of California Industrial Relations Program; and

WHEREAS, the City attended mediation with WPFA and the parties were not able to reach agreement; and

WHEREAS, except as modified below, all other terms and conditions of employment contained in the MOU are unchanged by this Council action, shall continue in full force and effect, and are limited to the extent that such continuance is required by California law, through June 30, 2012. This is the start of the normal contract cycle for the unit.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with the Council's statutory authority (G.C. 3503) and the City's employer employee relations resolution, and after considering the City Manager's recommendation that the Council exercise its authority to implement the changes in wages, hours and terms and conditions of employment for employees represented by WPFA, effective on July 2, 2013, the City Council of the City of Woodland hereby approves this resolution and Exhibit A (attached), which incorporates the changes in the MOU language consistent with the City's Last Best and Final Offer.

BE IT FURTHER RESOLVED THAT, this resolution does not effect changes in items not referenced above which may be covered by prior MOU, policy or practice.

BE IT FURTHER RESOLVED THAT, the City Manager has the authority to take any necessary administrative actions to implement the changes to the wages, hours and terms and conditions to the July 1, 2009 – June 30, 2012 WPFA MOU as adopted by this resolution.

Exhibit A

Unilateral Implementation of Changes to Wages, Hours and Terms and Conditions of Employment
Woodland Professional Firefighters' Association

- CalPERS Employee Contributions
  - July 31, 2013 employee pays 8.0% towards employee contribution

- Health Care Cost Sharing
  - July 30, 2013 The City pays up to 90% of the third highest CalPERS premium, future premium increase capped at 12%
  - January 1, 2014, The City pays up to 85% of the third highest CalPERS premium, future premium increase capped at 12%
  - July 1, 2013 discontinue Medical cash back program
  - July 1, 2013 reduce opt out payment from $565 to $400

- Remove Minimum Staffing language (Section 9.4.1)

- Overtime is based on hours worked and includes sick leave hours

- Retiree Medical.
  - Employees must have 10 years of consecutive service to be eligible for retiree medical.
  - Provision to meet and confer – to impasse – on changes to retiree medical benefits
- Educational Incentive – Reduce incentive pay by 50%

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
20.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Waste Management Liens

Recommendation for Action

Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. ______, "A Resolution Requesting Collection of Charges on Tax Roll".

Background

This annual Public Hearing is held to allow those property owners with delinquent Waste Management accounts for services received, including garbage, recycling and yard refuse pick-up and disposal, and for sweeping of the street, to address the Council prior to the attachment of a lien against their property. The Hearing is required prior to adoption of the Resolution to request the lien attachment. The list is attached to Council packets only for review and will not be placed on the website for general public review.

Before filing a lien with the County, a Public Hearing needs to be held to allow protests of the proposed liens.

The current City Municipal Code Section 23C-4 provides the parameters for garbage and yard refuse disposal and services, while Section 23C-12 discusses the recycling portion of the service as provided by the Waste Management Franchise Agreement.

In 2007 the Waste Management Franchise Agreement was re-negotiated and amended and is substantially in the same format. Council approved that new Agreement with the amendments as presented.

This current request is in keeping with the annual process that has been developed in conjunction with Waste Management to assure adequate notification of the property owners to provide an opportunity for them to bring their accounts current and avoid a lien attachment.

Staff has worked with Waste Management to determine the accuracy of the proposed lien list. Those inaccuracies will be corrected and/or removed from the list prior to attachment of the liens. The City should not be actively involved in discussions regarding the billing itself and refers those questions to the Waste Management staff for resolution. While it is not City responsibility to become involved in the dispute of the billing, staff does attempt to mediate by providing contact information at Waste Management for resolution attempts. The primary role of the City is to obtain approval to attach the lien and to release the lien once verification of payment has been received.

Discussion

The utilization of Waste Management for the issuance of service bills has saved the City a tremendous amount of time and funds to issue and collect such bills.

As this method of collecting past due accounts has saved the City time and money, staff believes that the process should continue. Should Council determine another course of action, the cost factor would need to be considered. It is anticipated that another full time staff member would be required to adequately handle the billing and collection of delinquent accounts. As well, the collection would be subject to the Small Claims Court process which would have further costs associated with that process.

Fiscal Impact

There is little to no fiscal impact to the City to maintain the current process, other than staff time for processing and releasing the liens. The fees for the recordings are attached to the total amount of the lien and the property owner assumes that cost.

Conclusion

Staff recommends that the City Council Conduct the Public Hearing to receive input from property owners and adopt Resolution No. ______, "A Resolution Requesting Collection of Charges on Tax Roll".

Prepared by: Ana B. Gonzalez
City Clerk

Paul Navazio
City Manager

Attachment: Resolution
Lien List (Council only)

Recording requested by
City of Woodland

and when recorded send to:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

RESOLUTION NO. ______

A Resolution Requesting Collection of Charges on Tax Roll

Whereas, the City of Woodland (hereinafter City), requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to an Agreement with Waste Management; and

Whereas, the County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof;

Now, therefore be it hereby resolved by the City Council of the City of Woodland that:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City of Woodland warrants and represents that the taxes, assessments, fees and/or charges imposed by the City of Woodland and being requested to be collected by Yolo County comply with all requirements of State law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City of Woodland releases and discharges the County, and it's officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any taxes, assessments, fees and/or charges on behalf of the City.

4. The City agrees to and shall defend, indemnify and hold harmless the County, it's officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the City's said taxes, assessments, fees, and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of

the judgment from any monies collected by County on behalf of the City, including property taxes.

5. The City agrees that it's officers, agents and employees will cooperate with the County in answering questions referred to City by the County from any person concerning the City's taxes, assessments, fees and/or charges and that the City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup it's costs in placing on the tax rolls and collecting taxes, assessments, fees and/or charges, as provided by Government Code Sections 29304 and 51800.

PASSED AND ADOPTED by the City Council this 2^{nd} day of July, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin H. Davies, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 21.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Public Hearing: Gateway Landscaping & Lighting District

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. ____ to approve the fiscal year 2013/2014 annual levy report and Resolution No. ____ ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Fiscal Impact

If approved, the District would generate $76,445 in revenues to offset the costs of District maintenance, which is greater than the FY 2012/13 assessment. The actual levy for FY2013/14 is about 42% of the maximum allowable assessment; this is due primarily to the fact that the landscaping in the I5/102 interchange has not been installed and is therefore maintenance of this landscaping is not included in the calculation of the actual assessment.

The following table shows a comparison of the maximum assessment, the FY 2012/2013 actual assessment and the proposed FY 2013/2014 assessment:

Zoning	Maximum Levy	Fiscal Year 2013/2014 Levy	Fiscal Year 2012/2013 Levy
Per Acre	$3,501.79	$1,483.79	$1,358.53

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Gateway L&L District.

The Gateway L&L is located in the southeast portion of the City, generally bounded to the north by Interstate 5, to the east by County Road 102, to the south by Bronze Star Drive and generally to the west by the City boundaries.

On June 18, 2013, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for July 2, 2013. The Engineer's Report was attached to the June 18 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 18, 2013 Council meeting. Tonight's public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. ____ to approve the fiscal year 2013/2014 annual levy report and Resolution No. ____ ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Prepared by: Adam Devlin
Accountant

Reviewed by: Kim McKinney
Finance Officer

Paul Navazio
City Manager

Attachments

RESOLUTION NO: ____________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2013/2014 ENGINEER'S REPORT REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"), did by previous Resolution order the Assessment Engineer, Koppel & Gruber Public Finance, to prepare and file the 2013/2014 Engineer's Report for the "**Gateway Landscaping and Lighting District**" (the "District"); and,

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk of the City of Woodland, California and the City Clerk has presented to the City Council such report entitled "**City of Woodland Gateway Landscaping and Lighting District Fiscal Year 2013/2014 Engineer's Report**" (the "Report") as required by the Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report, and is satisfied that the levy for each parcel has been calculated in accordance with the special benefits received from the operation, maintenance and services performed, as set forth in the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 The Report as presented or as modified, contains the following:

- **a.** A Description of Improvements.
- **b.** A Diagram of the District.
- **c.** The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- **d.** The 2013/2014 Assessment based upon Method of Apportionment as approved by the property owners pursuant to the provision of the California Constitution Article XIIID Section 4.
- **e.** An "Assessment Range Formula" for calculating annual inflationary adjustments to the initial "Maximum Assessment" (Adjusted Maximum Levy per benefit unit), also approved by the property owners.

f. The 2013/2014 Annual Budget (Costs and Expenses) and the resulting 2013/2014 assessment (Levy per benefit unit) for Fiscal Year 2013/2014.

g. The Assessment Roll containing the Levy for each Assessor Parcel Number within the District for Fiscal Year 2013/2014.

Section 3 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are to be incorporated into the Report.

Section 4 The City Council is satisfied with the Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the Fiscal Year 2013/2014 annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIIID.

Section 5 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 6 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF ______________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2013, by the following vote:

AYES:	Council members:	________________________________
NOES:	Council members:	________________________________
ABSENT:	Council members:	________________________________
ABSTAIN:	Council members:	________________________________

____
Mayor, Marlin H. Davies

Attest:

______________________________________,
City Clerk, Ana Gonzalez

RESOLUTION NO: __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2013/2014

WHEREAS, the City Council, has by previous Resolutions initiated proceedings to form, and declared its intention to levy and collect annual assessments against parcels of land within the "**Gateway Landscaping and Lighting District**" (the "District") for the fiscal year commencing July 1, 2013 and ending June, 30 2014 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, Koppel & Gruber Public Finance, the Assessment Engineer selected by the City Council has prepared and filed with the City Clerk and the City Clerk has presented to the City Council the Engineer's Report entitled "**City of Woodland Gateway Landscaping and Lighting District Fiscal Year 2013/2014 Engineer's Report**" (the "Report"), in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2013 and ending June 30, 2014, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on July 2, 2013, regarding the levy and collection of assessments as described in the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act and in accordance with the provisions of the California Constitution Article XIIID.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of the assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 3 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2013 and ending June 30, 2014, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting, storm drainage and appurtenant facilities located within public places in the District.

Section 4 The City Council has carefully reviewed and examined the Report in connection with the District, and the levy and collection of assessments. Based upon its review the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, hereby finds that the City Council determines that:

a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting, drainage and appurtenant facilities and improvements related thereto.

b. The District includes all of the lands so benefited; and

c. The amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2013 and ending June 30, 2014 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits, to be received by each parcel from the improvements and services, and is satisfied that the assessments are levied, without regard to property valuation.

Section 5 The Report and Fiscal Year 2013/2014 assessments, as presented to the City Council and on file in the office of the City Clerk, are hereby confirmed as filed.

Section 6 The City Council hereby orders the proposed improvements to be made; the improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements, storm drainage and appurtenant facilities and expenses associated with the District, and that will be maintained by the City of Woodland or their designee and all such maintenance, operation and servicing of the landscaping and lighting, drainage and all appurtenant facilities shall be performed pursuant to the Act. A more complete description of the improvements is detailed in the Report and by reference this document is made part of this resolution.

Section 7 The Yolo County Auditor shall place on the County Tax Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, outlined in the Engineer's Report, and such levies shall be collected at the same time and in the same manner as county taxes are collected pursuant to *Chapter 4, Article 2, Section 22646 of the Act.* After collection by the County, the net amount of the assessments, after deduction of any compensation due the county for collection, shall be paid to the City Treasurer.

Section 8 The Finance Officer, shall deposit all money from the assessments collected by the County for the District into a fund for the Gateway Landscaping and Lighting

District, and such money shall be expended to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto described above.

Section 9 The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2013 and ending June 30, 2014.

Section 10 The City Clerk's designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2013, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Marlin H. Davies

Attest:

____________________________________,
City Clerk, Ana Gonzalez

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 22.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Public Hearing: Spring Lake Lighting & Landscaping District

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. ____ to approve the fiscal year 2013/2014 annual levy report and Resolution No. ____ ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Fiscal Impact

If approved, the District would generate $666,865 in revenues to offset the costs of District maintenance. This represents an increase of $3,360 or .5% from the FY2013 assessment.

The following table shows a comparison, by zoning type, of the maximum assessment, the FY12/13 actual assessment and the proposed FY13/14 assessment:

Zoning	Maximum Levy	Fiscal Year 2013/2014 Levy	Fiscal Year 2012/2013 Levy
Single Family Developed Residential R3	$1,297.35	$461.97	$478.74
Single Family Developed Residential R4	$1,115.78	$395.42	$406.61
Single Family Developed Residential R5	$1,006.84	$355.49	$363.34
Single Family Developed Residential R8	$843.42	$295.59	$298.42
Single Family Developed Residential R15	$551.60	$199.21	$200.08
Single Family Developed Residential R20	$515.28	n/a	n/a
Single Family Developed Residential R25	$493.49	$177.91	$177.00
Neighborhood Commercial Per Acre	$13,375.02	$2,295.51	$2,215.04

Background

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with Act, the City formed the Spring Lake L&L District.

The Spring Lake L&L consists of all property located in the Spring Lake Specific Plan area, which is located in the southeast portion of the City, generally bounded to the north by Gibson Road, to the east by County Road 102, to the south by County Road 25A and generally to the west by County Road 101. There is a portion of the District immediately north of the extension of County Road 24A that extends west of State Highway 113.

On June 18, 2013, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy, which included setting the public hearing date for July 2, 2013. The Engineer's Report was attached to the June 18 staff report and is available for review in the Finance Department.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Finance Department.

State regulations require a two part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 18, 2013 Council meeting. Tonight's public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Recommendation for Action

Staff recommends that the City Council conduct a public hearing and adopt Resolution No. ____ to approve the fiscal year 2013/2014 annual levy report and Resolution No. ____ ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Prepared by: Adam Devlin
Accountant

Reviewed by: Kim McKinney
Finance Officer

Paul Navazio
City Manager

Attachments

RESOLUTION NO: __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2013/2014 ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"), did by previous Resolution order the Assessment Engineer, Koppel & Gruber Public Finance, to prepare and file the 2013/2014 Engineer's Report for the "**Spring Lake Landscaping and Lighting District**" (the "District"); and,

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk of the City of Woodland, California and the City Clerk has presented to the City Council such report entitled "**City of Woodland Spring Lake Landscaping and Lighting District Fiscal Year 2013/2014 Engineer's Report**" (the "Report") as required by the Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report, and is satisfied that the levy for each parcel has been calculated in accordance with the special benefits received from the operation, maintenance and services performed, as set forth in the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 The Report as presented or as modified, contains the following:

- **a.** A Description of Improvements.
- **b.** A Diagram of the District.
- **c.** The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- **d.** The 2013/2014 Assessment based upon Method of Apportionment as approved by the property owners pursuant to the provision of the California Constitution Article XIIID Section 4.
- **e.** An "Assessment Range Formula" for calculating annual inflationary adjustments to the initial "Maximum Assessment" (Adjusted Maximum Levy per benefit unit), also approved by the property owners.

f. The 2013/2014 Annual Budget (Costs and Expenses) and the resulting 2013/2014 assessment (Levy per benefit unit) for Fiscal Year 2013/2014.

g. The Assessment Roll containing the Levy for each Assessor Parcel Number within the District for Fiscal Year 2013/2014.

Section 3 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are to be incorporated into the Report.

Section 4 The City Council is satisfied with the Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the Fiscal Year 2013/2014 annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIIID.

Section 5 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 6 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF ______________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2013, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Marlin H. Davies

Attest:

____________________________________,
City Clerk, Ana Gonzalez

RESOLUTION NO: __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2013/2014

WHEREAS, the City Council, has by previous Resolutions initiated proceedings to form, and declared its intention to levy and collect annual assessments against parcels of land within the "**Spring Lake Landscaping and Lighting District**" (the "District") for the fiscal year commencing July 1, 2013 and ending June, 30 2014 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, Koppel & Gruber Public Finance, the Assessment Engineer selected by the City Council has prepared and filed with the City Clerk and the City Clerk has presented to the City Council the Engineer's Report entitled "**City of Woodland Spring Lake Landscaping and Lighting District Fiscal Year 2013/2014 Engineer's Report**" (the "Report"),in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2013 and ending June 30, 2014, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on July 2, 2013, regarding the levy and collection of assessments as described in the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act and in accordance with the provisions of the California Constitution Article XIIID.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of the assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 3 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2013 and ending June 30, 2014, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting, drainage and appurtenant facilities located within public places in the District.

Section 4 The City Council has carefully reviewed and examined the Report in connection with the District, and the levy and collection of assessments. Based upon its review the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, hereby finds that the City Council determines that:

a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting, drainage and appurtenant facilities and improvements related thereto.

b. The District includes all of the lands so benefited; and

c. The amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2013 and ending June 30, 2014 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits, to be received by each parcel from the improvements and services, and is satisfied that the assessments are levied, without regard to property valuation.

Section 5 The Report and Fiscal Year 2013/2014 assessments, as presented to the City Council and on file in the office of the City Clerk, are hereby confirmed as filed.

Section 6 The City Council hereby orders the proposed improvements to be made; the improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements, drainage and appurtenant facilities and expenses associated with the District, and that will be maintained by the City of Woodland or their designee and all such maintenance, operation and servicing of the landscaping and lighting, drainage and all appurtenant facilities shall be performed pursuant to the Act. A more complete description of the improvements is detailed in the Report and by reference this document is made part of this resolution.

Section 7 The Yolo County Auditor shall place on the County Tax Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, outlined in the Engineer's Report, and such levies shall be collected at the same time and in the same manner as county taxes are collected pursuant to *Chapter 4, Article 2, Section 22646 of the Act.* After collection by the County, the net amount of the assessments, after deduction of any compensation due the county for collection, shall be paid to the City Treasurer.

Section 8 The Finance Officer, shall deposit all money from the assessments collected by the County for the District into a fund for the Spring Lake Landscaping and Lighting

District, and such money shall be expended to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto described above.

Section 9 The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2013 and ending June 30, 2014.

Section 10 The City Clerk's designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF ______________, 2013.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2013, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Marlin H. Davies

Attest:

____________________________________,
City Clerk, Ana Gonzalez

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 23.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Public Hearing to Receive Comments Concerning the Renewal of Assessment for Woodland Visitor Attraction District; Adoption of Resolution Confirming the Assessment Report; and Adopt Resolution to authorize City Manager to Sgn Administrative Agreement with Yolo County Visitor's Bureau

Recommendation for Action

Staff recommends that the City Council hold a Public Hearing to receive comments concerning the renewal of the 2013-2014 Annual Assessment for the Woodland Visitor Attraction District (BID); and the Adoption of a Resolution confirming the 2013-2014 Annual Assessment Report and approve resolution to authorize the City Manger to sign the Administrative Agreement with Yolo County Visitors Bureau to implement the Visitor Attraction District.

Report in Brief

On June 18, 2013 Council unanimously approved the Resolution of Intention to renew the Hotel Visitor Attraction District (BID); and set a public hearing to review comments concerning the renewal of the 2013-2014 Annual Assessment; and ultimately adopt a Resolution Confirming the 2013-2014 Annual Assessment Report. Tonight's action is the second step in the annual renewal of the BID.

Fiscal Impact

The renewal of the 1% assessment is expected to generate approximately $95,000 during the 2013-2014 Fiscal Year, but these funds have minimal direct fiscal impact on the City. Hoteliers submit their 1% assessment to the City quarterly. City staff processes the assessment and passes it through to the Yolo County Visitors' Bureau. Annual staff cost to process the assessment is estimated to be approximately $250. The assessment is used to provide visitor attraction services, market the Woodland community and promote activities to benefit the BID members, in accordance with state law.

Council Goals

Strengthen Downtown-promotes the revitalization of the Downtown District as the Heart of the City, and the center of civic activity.
Economic Development-enhances the opportunities to provide for a diversified economic base by supporting growth of existing businesses and leveraging existing community and regional assets.

Background

Visitor Attraction District. On July 6, 2004, the City Council unanimously supported the adoption of a Resolution of Intention to establish the Woodland Visitor Attraction District ("District") pursuant to the Parking and Business Improvement Area Law of 1989. On July 27, 2004, Council held a public hearing to approve Ordinance No. 1404 establishing the District. Ordinance No. 1404 authorized the levying of a 1% assessment on room occupancy, in addition to the Transient Occupancy Tax (TOT), upon all hotel/motels establishments in the City of Woodland. Council has annually adopted the Renewal of the District since that time.

The following hotels are currently part of the District:

America's Best Value	Best Western Shadow Inn
Budget Inn	Days Inn
Dunton Motel	Econolodge
Hampton Inn & Suites	Holiday Inn Express
Motel 6	Quality Inn & Suites
Valley Oaks	

The assessment goes to the Yolo County Visitors Bureau (Visitor's Bureau), which promotes tourism and visitor attraction. The Bureau, which is governed by a Board of Directors that include hoteliers from Woodland, is a non-profit entity. It covers Woodland, Davis, and Winters, although it also highlights many attractions of interest to visitors throughout the County. In Woodland, city staff estimates the assessment will generate roughly $95,000 for the 13-14 fiscal year.

The City Council passed Resolution No. 6194 (Intent to Levy an Assessment) on June 18, 2013. Notice of the Public Hearing has been published and letters noting the renewal, proposed increase and Public Hearing date have been sent to all affected parties (in this case, all hotel owners/operators).

If written protests are received from businesses which pay 50% or more of the assessments to be levied, no further proceedings to levy the assessment may be taken for a period of one year from the date of the finding of the majority protest by the City Council. If the majority protest concerns only the furnishing of specified types of activities within the District, only those types of activities must be eliminated. No protests have been received by the City at the time of submittal of this staff report, and staff recommends renewal of the assessment.

Use of the BID Funds. The Yolo County Visitor's Bureau is the designated recipient of the BID funds generated in Woodland. The Visitor Bureau's primary purposes are to market the community, assist with citywide events to attract visitors and maintain and increase overnight hotel stays in the city, thereby stabilizing and/or increasing the transient occupancy tax to the city's General Fund. The Visitor's Bureau maintains a website (www.yolocvb.net) that provides information about and links to local hotels and visitor attractions.

The Council accepted the 2013-2014 Visitor Attraction Annual Assessment Report and proposed budget on June 18, 2013. Both documents have been included as attachments to this report for reference. The Visitor's Bureau has developed the budget using their own estimates; projects and products will be adjusted if actual revenues differ from the proposed budget. The Visitor's Bureau Board will approve a final budget in early July.

Transient Occupancy Tax. The BID parallels Transient Occupancy Tax, which has been in decline since 2009. The TOT is based on the cost of a room night, so fluctuations in TOT are results of lower overall costs for rooms and the degree to which those rooms are occupied. While the City does not have data on the exact occupancy rates or costs, it is reasonable to base the changes in TOT on the still-struggling economy, new hotels that have opened in the region (UC Davis and Dixon, etc.) and changes within specific hotels in Woodland. It is difficult to untangle the ebb and flow of TOT, the existence of the BID and the work of the Visitor's Bureau, but staff continues to believe the presence and products of the Bureau have been beneficial to the hotel community and Woodland as a whole.

The list below shows the transient occupancy tax for the past five years, as well as estimates for this fiscal year and next.

2006-2007	\$820,623
2007-2008	\$896,499
2008-2009	\$877,216
2009-2010	\$776,207
2010-2011	\$835,019
2011-2012	\$830,001
2012-2013	\$894,877
2013-2014	\$950,000 projected

Why Renew Assessment? The hoteliers have voted to assess themselves in order to fund an entity, in this case the Visitor's Bureau, to assist in marketing Woodland as a good place to visit and to stay overnight. The overall goal of the Visitor's Bureau is to increase travel and tourism and overnight stays in Woodland. The Visitor's Bureau continues to produce and enhance promotional materials, utilize social media to share information about Woodland and its attractions (see Yolo County Visitors Bureau on Facebook or Twitter for information on local attractions and events), coordinate media kits for local, national and international media and assist the City and hotels with large-scale events. The Visitor's Bureau also welcomes walk-in visitor traffic to the Woodland satellite office and the downtown Davis office.

Administration Agreement with Yolo County Visitors Bureau. In order to ensure the funds from the BID are utilized appropriately, the City maintains a formal agreement with the Visitor's Bureau. This agreement spells out the roles and responsibilities of both parties. Staff recommends the Council authorize the City Manager to sign the agreement.

Public Contact

On May 25, 2013 the FY13-14 Assessment Report was received. On June 18, 2013 a public hearing was set and Resolution of Intention (Resolution 6194) was approved by City Council. A copy of the June 18, 2013 public hearing notice to confirm the levy of an Annual Assessment and adopted Resolution of Intent (6194) was sent to all Woodland Hoteliers via USPS.

Tonight's item has been included in the City Council Agenda and the Public Hearing has been noticed in the Daily Democrat as required.

Recommendation for Action

Staff recommends that the City Council hold a Public Hearing to receive comments concerning the renewal of the 2013-2014 Annual Assessment for the Woodland Visitor Attraction District (BID); and the Adoption of a Resolution confirming the 2013-2014 Annual Assessment Report.

Prepared by: Wendy Ross
Economic Development Manager

Reviewed by: Ken Hiatt
Community Development Director

Paul Navazio
City Manager

Attachments:
1. Resolution Confirming Assessment Report and Approving the Levy of an Assessment for the Visitor Attraction District Pursuant to the Parking and Business Improvement Area of 1989.
2. 2013/2014 Annual Assessment Report and Budget
3. Resolution Authorizing City Manager to Execute Agreement
4. Agreement between City and Yolo County Visitor's Bureau

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CONFIRMING THE ASSESSMENT REPORT AND APPROVING THE LEVY OF AN ASSESSMENT FOR THE VISITOR ATTRACTION DISTRICT FOR FISCAL YEAR 2013-2014 PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

WHEREAS, the Parking and Business Improvement Area Law of 1989, California Streets & Highways Code section 36500 et seq., authorizes cities to levy assessments through a business improvement district;

WHEREAS, on September 7, 2004, the City Council of the City of Woodland adopted Ordinance No. 1404 establishing a Woodland Visitor Attraction District ("District") and levying assessments;

WHEREAS, the Parking and Business Improvement Area Law of 1989 requires the City to renew the levy of the assessment for each fiscal year;

WHEREAS, the City Council approved the Visitor Attraction District (BID) Assessment Report for Fiscal Year 2013-2014 and a resolution of intention to levy the assessment by Resolution No. 6149 on June 18, 2013;

WHEREAS, the City provided notice of a public hearing to be held by causing the resolution of intention to levy the assessment to be published in the *Daily Democrat* not less than seven (7) days prior to the public hearing;

WHEREAS, the City Council conducted a public hearing on the Visitor Attraction District (BID) Assessment Report for Fiscal Year 2013-2014 pursuant to the Parking and Business Improvement Area Law of 1989, on July 2, 2013; and

WHEREAS, the City Council has found no majority protest as defined by Section 36525 of the California Streets & Highways Code.

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

Section 1. Assessment Report

The City Council confirms its adoption of the Visitor Attraction District (BID) Assessment Report for Fiscal Year 2013-2014, which identifies the assessment to be levied and collected to pay the costs of improvements and activities described in the report, in the same form as adopted on June 18, 2013.

Section 2. Levy of Assessment

Pursuant to the Parking and Business Improvement Area Law of 1989, the adoption of this resolution shall constitute the levy of the assessment for the Visitor Attraction District for fiscal year 2013-2014.

PASSED AND ADOPTED this____day of July, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Marlin ("Skip") Davies, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

COUNTY VISITORS BUREAU
Davis - Woodland - Winters
Clarksburg - Capay Valley

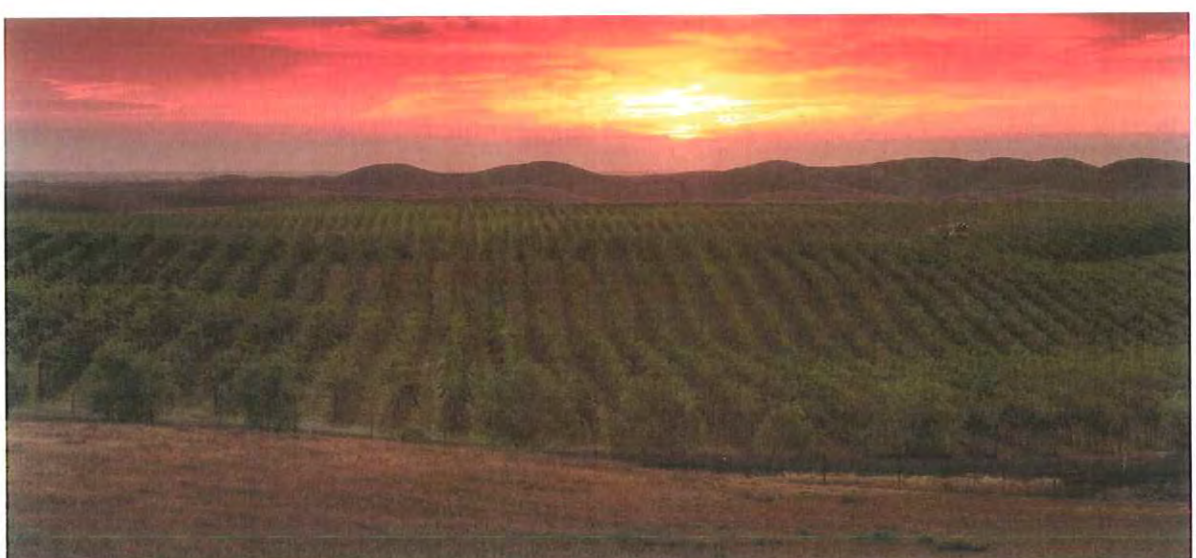
2013 – 2014 Annual Assessment Report

Prepared for

The City of Woodland

May 17, 2013

Yolo County Visitors Bureau
132 E Street, Suite 200 • Davis, CA 95616 • (530) 297-1900 • www.yolocvb.org



Sunset over the Dunnigan Hills

Yolo County Visitors Bureau
2013 – 2014 Annual Assessment Report

Our Mission: *To enrich the lives of our citizens by stimulating the economic activity of Davis, Woodland, Winters and unincorporated Yolo County businesses and organizations; to promote cultural, athletic, and educational events and programs that build upon the strengths of our region and the quality of our community life; and to enhance the visitors experience by facilitating the integration of the community and regional resources and assets.*

To accomplish our mission, the Yolo County Visitors Bureau is committed to these core objectives:

- To market the region in a way that maximizes the visitor experience while respecting the exceptional quality of life and environment we enjoy
- To compete aggressively with destinations throughout the region in attracting visitors
- To offer – and encourage – outstanding customer service
- To be a regional destination marketing organization that emphasizes partnerships, productivity, and maximum return on investment
- To share expertise on industry issues, trends, and product development with customers and stakeholders
- To measure and report the effectiveness of the organization in generating economic benefits for the community

Our Vision: *Yolo County is recognized as an exciting, welcoming destination for leisure tourism as well as for professional events and meetings, tapping the great economic potential of our amenities and attractions and enhancing the lives of our fellow citizens.*

The Yolo County Visitors Bureau (YCVB) markets the cities of Woodland, Davis, and Winters, and the surrounding unincorporated areas of Yolo County, as prime tourist destinations for events and activities, dining and food-related pursuits, entertainment, meetings, recreation, and overnight stays. The YCVB is the recognized leader of an integrated and influential destination marketing organization, working in close collaboration with numerous other agencies to achieve mutual goals. The YCVB provides a full range of information services to tourists and event planners through its website (www.yolocvb.org) and a series of informative brochures and publications.

We strive to create desire for people to be here.

The Value of Tourism in Yolo County

In 2011, tourists spent an estimated $289 million in Yolo County, a $20 increase over 2010. Tourism supports some 3,300 jobs county-wide and brings about $4 million in tax receipts to government coffers (source: *Visit California*).

Expectations are bright. Tourism is a leading engine of economic recovery and a leading indicator of consumer health. The percent of leisure travelers expecting to travel more in the coming year is approaching its highest level since before 2008—now 34.2%, up from 27.5%. More travelers—33.4%, up from 26.9%—expect to spend more money on their trips. What's more, visitors to California spend nearly $1 out of every $3 on culinary experiences: dining, wine-tasting, farm touring, visiting farmers markets—all solid, appealing, marketable stables of Yolo County.

Significantly, there has been a decrease in travelers actively seeking discounts or bargains—now 51%, down from 63% just three years ago. Correspondingly, ADR (Average Daily Rate) for hotels has steadily increased 6-10% since 2009. ADR is expected to rise 6% in the coming year. With no increase in hotel capacity in Yolo County for the foreseeable future, ADR and occupancy rates should continue to show healthy gains.

Nationally, San Francisco is projected to be the seventh most-popular destination city in the coming year: 8.9% of domestic travelers look to visit the Bay Area in the coming year (incredibly, Las Vegas is #1, at 33.8%). The YCVB is heavily focused on the Bay Area as a target market for residents as well as out-of-towners looking for "beyond the Bay" experiences.

Yolo County offers many venues and experiences that travelers most seek out and enjoy: good restaurants (70.3%), shopping (54.6%), visiting historical places (33.6%), sightseeing in rural areas (29.7%), attending art and cultural events (20%), and wine-tasting (13.7%). The YCVB is working hard to take advantage of these opportunities.

Summary of 2012/2013 YCVB Operations: This was a year of firsts for the YCVB. We produced our first-ever promotional video; conducted our first Search Engine Marketing (SEM) and Facebook campaigns; created a new partner/stakeholder newsletter; ran our first display ads in *Via* and *Sacramento* magazines, as well as orchestrated a co-op ad in Visit California's *Road Trip 2013*; published the first comprehensive *Guide to Woodland Restaurants*; recruited new Board Directors from Clarksburg and Capay Valley for the first time; debuted at important professional trade shows, including CalSAE Seasonal Spectacular; developed new business tools, including an online RFP form for event and meeting planners; became partners with the San Francisco Travel Association; and moved to our very own new offices in downtown Davis while establishing a regular presence in Woodland.

The organization's proactive leadership remains firmly committed to engaging the community it serves, to keeping up the momentum and spirit of cooperation that has marked the YCVB's progress over the past few years, and to bringing more visitors to our doors.

Organizational Goals:

- Collaborate with local groups, businesses, and venues to provide attractions for visitors
- Explore partnerships with mutual interest in developing tourism for our region
- Pursue a thoughtful, efficient sales and marketing effort targeting leisure and business clientele
- Aggressively promote our attractions and events to visitors
- Provide services that support local organizations in their tourism efforts
- Serve as the leading resource for travel industry perspective and knowledge
- Maintain a professional organization
- Strive to be positive and respectful in all aspects of our work

Strategies:

- Maintain a Board of Directors that represents different areas and types of attractions but operates for the good of the whole region
- Build and enhance cooperation with local entities
- Pursue the sales plan, including promotion of hotels to visitors as well as event and meeting planners
- Take an active role in helping to plan and promote events that draw visitors
- Participate in events and use our display booth as well as distribute publications
- Provide a Visitors Center with abundant resources
- Produce and distribute visitor publications
- Maintain a website that is attractive to visitors and residents and promotes all regional attractions and events without bias
- Pursue a vigorous program of outreach to generate press coverage
- Maintain association and seek active cooperation with local and regional tourism organizations

2012 / 2013 Accomplishments

Major achievements for the year included new promotions for our website and social media channels, pursuing our sales plan to increase hotel room nights by visitors and business guests, and gaining significant press coverage, including pages in large-circulation publications like *Sunset* and *Via*. We also participated in a number of committees and meetings focused on economic development, including DSIDE, Davis Downtown, Capay Valley Vision, the Woodland Chamber of Commerce Marketing Committee, and the City of Davis community task force for the Arts.

Selected Active Event Planning and Participation

- First Friday Art Walk (Woodland)
- 24th Annual Stroll Through History
- Woodland Free Museum Day
- Gibson House / Yolo County Historical Museum "Oktoberfest"
- Yolo County Fair
- Woodland Christmas Parade
- Annual Woodland Tomato Festival
- Woodland Dynamite Chili Cook-Off
- 134th Annual Woodland Scottish Festival and Games
- LiveStrong Challenge
- U.S. Bicycling Hall of Fame Induction Ceremony
- Holiday Christmas Tree Lighting
- Tour de Cluck
- Davis Farmers Market events
- Transmedia Art Walk
- UC Davis Decision Day and Fall Welcome
- Second Friday ArtAbout (Davis)
- Yolo County Booth at the California State Fair
- Winters Annual Youth Day
- Plein Air Festival / Roots to Wine "Art in the Park"
- Winters Outdoor Quilt Fest
- Winters Summer Concert Series
- Winters Earthquake Festival
- Winters first-ever Ag Tours
- Festival de la Comunidad and Carnitas Cook-Off
- Fall for Winters Festival and Family Holiday Festival
- Capay Valley Almond Festival and Blossom Trail
- Annual Mill-In (Yolo Wool Mill), Hoes Down (Fully Belly Farm) and many others

Distribution of Publications

While online and mobile technologies continue to rapidly expand their presence and influence in the travel industry, printed resources are still heavily relied upon and must be produced to satisfy demand. The YCVB produces and distributes comprehensive visitor guide/maps for Woodland, Davis/UC Davis, Yolo County, and Winters; the latter two updated and expanded. Our guide to county wineries, "Wines of Yolo County," received widespread distribution, including at the San Francisco Travel Visitor Information Center (where it was a "top pick" in May 2013 for special display) as well as SFTA kiosks in Moscone Convention Center. The Visitor Center makes numerous other publications, directories, and promotional materials available to visitors.

Points of distribution include:

- *YCVB Visitor Center*
- *Woodland City Offices*
- *Woodland Chamber of Commerce*
- *Heidrick Ag History Center*
- *Davis City Offices*
- *Davis Amtrak Station*
- *Davis Chamber of Commerce*
- *Davis Downtown Business Association*
- *UC Davis Visitor Center, Conference Center, and other locations on campus*
- *San Francisco Travel Association Visitor Information Center (downtown San Francisco) and literature kiosks in Moscone Center and other locations*
- *Various local places: restaurants, hotels, shops, attractions, galleries*
- *Yolo County Offices*
- *Winters City Offices*
- *Winters Visitor Center & Chamber of Commerce*
- *Various tradeshows*
- *Sacramento Convention & Visitors Bureau offices*

The YCVB has never published a comprehensive Visitor Guide that includes all the information visitors need in one cohesive package. We are looking to pursue this as a priority project in the coming year.

www.yolocvb.org

Travelers use online tools for virtually everything; of people making decisions based on information found online, 45.5% selected a place to stay; 35% selected things to see or do; 31% read about local culture, arts, heritage, and events; 28% selected a restaurant. One out of three travelers used a destination marketing organization website as part of their research.

The YCVB website drew more than 100,000 unique visitors in 2012-13, cracking six figures in traffic for the first time ever. Part of this was helped by a Search Engine Marketing (SEM) campaign conducted by Madden Media. In a three-month program involving a variety of key-word-pegged advertisements on Google, we generated some 289,000 impressions, with 6,500 clicks and an overall Click Through Rate (CTR) of 2.24%. Looking closer, more than one-third of our traffic came through the "Events & Festivals" segment of the campaign, with a very robust CTR of 4.06%.

In mid-June 2012, we launched a hotel booking engine (JackRabbit Services) which allowed visitors to make lodging reservations directly from the YCVB website. In all, 16 properties participate in the service. Results have been less than what we hoped for, although more in lines with current trends among DMOs offering such service. We are evaluating whether or not to continue.

Our website features:

- Woodland-specific content on home page and landing pages with original content
- Significantly more robust sections for Meeting Planners and Travel Professionals
- More deployment of special landing pages to promote specific events or activities, and to highlight understood visitor preferences
- JackRabbit hotel search/booking function on the website with direct links to hotels
- First-ever promotional video
- Events calendar, as well as new "Submit Your Event" online tool
- Listings, photographs, and links for all hotels
- Listings for all restaurants – expanded and fully searchable by destination and cuisine
- "Things to Do" pages, including pages for bicycle rides throughout the county and within the region
- Details for every attraction
- Search function that covers the entire site
- RFP, Request for Information, and Contact Us pages
- Press Room pages with extensive information for inquiring media

Future website enhancements will include:

- A "Send Me Information" tab for visitors to request guide maps, allowing the YCVB to capture consumer source data
- An offer for a monthly email newsletter, highlighting hotel and other special offers, events, and timely information
- A travel blog, providing fresh reading content for visitors on a number of venues, topics, and people in Yolo County
- Yolo Weddings ~ comprehensive wedding venue information and links
- Additional short, focused videos spotlighting key attractions and activities

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YCVB Sales Efforts

The YCVB worked its first full calendar year with a new Sales Director and a clear goal of gaining new event and meeting business. To go this, we pursued several activities:

Client meetings with such organizations as:

- North American Handmade Bicycle Show
- CA Farm Bureau Federation
- First 5 of CA
- Linking Education & Economics Development

- International Association for Identification, CA Chapter
- Western States Horse Expo
- CA Optometric Association
- Sacramento Bee
- CA Orthopedic Association
- UC Berkeley Genome Labs

Memberships:

- CA Society of Association Executives (CALSAE)
- Association for Wedding Professionals International
- Alliance Military Reunions
- Meeting Planners International

Events/Conferences Attended:

- CALSAE Annual Elevate Conference
- Connect Marketplace
- CALSAE Monthly networking events
- CALSAE Seasonal Spectacular

FAM (Familiarization) Tour, April 2013:

- Attendees representing CalTrans, Sacramento Association of Realtors, and an independent meeting/event planner
- Toured Royal Guests properties, TS Glide Ranch & Event Center, Old Sugar Mill, Woodland Community Center, and Heidrick Ag History Center
- YCVB hosted dinner at Our House (Davis) and lunch at Kitchen428 (Woodland)
- Dates have been set for May 1-2, 2014

Groups Booked:

- LA County, Department of Sanitation Managers Retreat
- Anthony Travel, Davis Legacy Soccer

Group Leads:

- UCD ASI 2014 Conference
- UCD College of Engineering
- Chertow Wrestling 2014 Camp
- CA Orthopedic Association
- UCD Continuing Education Annual Hemophiliac Conference
- Rotary District Conference 2014
- Overseas Brats Reunion
- UCD Women's Lacrosse championship

We look to continue development of this side of our enterprise in the coming year. To this end, we continue to collaborate with **Sales Committee.** The members of this group consists of hotelier staff including General Managers and Sales Directors from Woodland and Davis, plus the YCVB Executive Director and Sales Director. This group is tasked with identifying potential new business opportunities for events, group functions, and meetings that would increase visitation and exposure. There are several aspects to our sales effort, including:

Leisure Marketing

- Continue outreach campaign using traditional and new media
- Continue integration of all marketing elements with common look and feel of brand. Key market: San Francisco Bay Area. Maintain emphasis on regional business development but explore logical targeted foreign connections

- Continuing to grow reach of social audience through connecting and leveraging influencers participating in online conversations about Davis and Yolo County travel activities.
- Continue development of the yolocvb.org website, presenting the lively, appealing aspects of the county and its communities to promote leisure travel; continually generate new content; develop video content with consistent look and thematic elements
- Continue pursuing search engine optimization (SEO) and search engine marketing (SEM) of the website to drive traffic
- Cultivate travel bloggers to acquaint them with key attractions and activities, to shape content of future blogs and spread our messaging to their online audience
- Engage in more aggressive exploitation of social media
- Launch YCVB blog and consumer newsletter
- Launch "Yolo Weddings" microsite

Convention Sales and Tour Marketing

- Host trade journalists on site visits of destination (ex: Meetings Focus, Smart Meetings)
- Deploy digital marketing strategy to increase awareness, reinforce assets and build lead database; investigate possible online campaign with B2B marketer TOURinfo.com
- Continue to promote website RFP form and Hotel Inventory/Assets form
- Develop proposals for targeted online advertising campaigns (search, social media) that communicate the "Come to Yolo County" and "Destination Davis" messages
- Pitch leading meetings and conventions publications for editorial coverage, other points of leverage. Publications include: *Association News, Convene, MPI, Meetings & Conventions, Successful Meetings, Meetings Focus, California Meetings and Events*
- Continue leveraging memberships in CalSAE, MPI; build upon new memberships in Alliance of Military Reunions and Association of Wedding Professionals
- Strengthen collaboration with UC Davis Conference and Events Services
- Develop and refine fam (familiarization) tours and email marketing strategies
- Develop new collateral materials suitable to target markets and events

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YCVB Public Relations

We continue to use our social media platforms on Facebook, Twitter, and Pinterest to promote events and activities as well as acknowledge events and activities announced by our partners and like-minded organizations within the region. We are also expanding our list of press contacts further into the surrounding region.

We are members of the Bay Area Travel Writers, an association of roughly 200 journalists and photographers. Last year we brought a group of them for a food-and-wine tour we billed the "Bounty of Yolo County." In April 2013 we hosted their monthly meeting at the Robert Mondavi Institute for Food & Wine Science (RMI) at UC Davis. We had 26 press members attend the meeting where they participated in a tour of the Institute, enjoyed an olive oil tasting and lesson by Dan Flynn, toured the Davis Farmers Market and U.S. Bicycling Hall of Fame. Both events generated numerous accounts of press for Yolo County, including multiple Examiner.com articles, travel website posts, a two-page spread in *Oakland Magazine* and an inclusion in two guide books to be released in the near future.

In the past year we also worked with the Outdoor Writers Association hosting a three-hour press tour of the *Bat Talk and Walk* at the Yolo Basin Foundation. The tour featured an informational lecture of the Mexican free tailed bats, a tour of the Yolo Wildlife area and a live viewing of the Mexican free tailed bats. This press event generated multiple articles in regional and local newspapers.

We began our official YCVB newsletter, directed to all of our hotels, attractions, city staff, and city council partners in Yolo County. This newsletter focuses on updating our partners on what's happening at the YCVB, upcoming events, and short articles related to the tourism industry.

The YCVB also worked with two major print magazines with their coverage of our area that resulted in great stories about Woodland and Winters. *Sunset Magazine* ran a two page feature about Winters and *Via Magazine* ran a one-page article about Woodland. Had the YCVB paid for this type of coverage, it would have cost $113,960 for a two-page full color advertisement in *Sunset* and $41,200 for a one page full color advertisement in *Via*. The YCVB also secured coverage in other publications this year, including *Association News Magazine, CNN Money, Destination Magazine, Sports Events Magazine, The Active Times,* and *Oakland Magazine.*

The YCVB continued a sponsorship partner with *Yolotales*, a locally owned and operated children's media show based in of Woodland. The show features a unique cast of puppets, people, and animated characters exploring all of life's various lessons. This show is broadcast locally, regionally, and nationally. The YCVB's sponsorship package includes a 30-second spot that exposes the YCVB website and brand to 17,000 households locally in Yolo County, 400,000 households regionally and more than 3 million households in the Northwest and Southwest United States. The YCVB is the only sponsor that has a commercial released nationally.

Our efforts on behalf of local events produced results. Noted below is the coverage generated through our program:

- TV segments – 15. Outlets include: *News 10, NBC Sacramento, Good Day Sacramento, KCRA, Fox 40,* and *Sac & Co*
- Website Articles or Event Listings – 40. Sites include: *Examiner, SacTown Magazine Online, LA Times Travel Calendar, California Outdoors,* and *Weekend Adventures*
- Website Third Party Listings: approximately 500
- Regional Magazine Articles or Event Listings – 20. Publications include: *Sunset, Via Magazine, Sacramento Magazine, Oakland Magazine, SacTown, Destination Magazine, RV Journal, Via, Sports Events Magazine* and *Association News*
- Newspaper Articles or Event Listings – 75. Newspapers include: *San Francisco Chronicle, LA Times, Daily Democrat, Davis Enterprise, Sacramento Bee, Vacaville Reporter,* and *Contra Costa News*

Continuing outreach efforts for the coming year include:

- Continue to execute ongoing press release and news of events to keep media up to date
- Investigate key consumer and trade publications for feature articles about Yolo County and its communities; also investigate ad buys
- Attend Pow Wow Media Marketplace to reach international trade media with Yolo County information (via Central Valley Tourism Association participation)
- Attend or exhibit at travel media group conferences (Society of American Travel Writers, United States Travel Association, Travel & Adventure, International Pow Wow)
- Host individual media and media groups (ex: BATW) with customized "fam tour" itineraries throughout the year
- Look to collaborate with neighboring bureaus (such as Visit California and SCVB) for opportunities to gain exposure via various platforms and events (example, "Sacramento Farm to Fork Capital of America," ag tours, wine-tasting events)
- Look to make additional public and group presentations (Rotary, etc.) about YCVB activities and initiatives
- Continue to work closely with California Travel & Tourism to promote our county through their numerous publications and programs

Social Media

In terms of travel, more than 30% of people used social media for travel planning; more than 50% of people considered user-generated reviews of hotels, destinations, and restaurants.

Facebook and Twitter accounts are now being actively used to post news, events, and information, and to help support the businesses of our many "friends" and fans. During the year, we consolidated our Facebook presence to one principal account, and engaged Madden Media to conduct a campaign to boost our fan base. We now have close to 1,500 followers, up from a little over 400.

We also were one of the first visitor bureaus in the nation to create and market a Pinterest page. Pinterest continues to help boost our website traffic; some of our "boards" feature Davis-specific content, including attractions, hotels, shopping, events, things to do, and other features.

We will look to leverage our position and increase exposure through targeted advertising and "engagement" campaigns, including contests and sweepstakes.

Mobile Phone Application

The YCVB participated in the marketing of the mobile phone application with the Central Valley Tourism Association. Available for iPhone and Android users, this "app" provides many of the same features as a website, in a compact, downloadable, interactive, user-friendly way. Features include searchable hotels, events, restaurants, shopping, special offers, wineries, and more. It is easily updated by YCVB staff on a 24/7 basis. Since its launch in the fall of 2011, it has been downloaded by nearly 18,000 users.

Today, nearly 40 percent of internet traffic comes from mobile devices. Also, 86 percent of people with mobile devices use them while watching TV—in other words, there is no downtime. Some 60 percent of people engage in social media on mobile devices.

In terms of travel, increasing numbers of people are using mobile devices to investigate destinations, check maps, watch videos, and make reservations; 67% using mobile devices before leaving home. However, roughly 73% are using mobile devices *during* their trip, to find restaurants, hotels (for short-notice bookings), shopping information, maps, things to do, and special offers.

Having a well-developed mobile strategy in a rapidly developing market is clearly an important consideration. We are actively pursuing a mobile app strategy and look to deploy our first-ever mobile offering in the coming year.

Continuing and Potential New Collaborations
We enjoy excellent working relationships, and serve in various capacities, with: the cities of Woodland, Davis, and Winters; the Chambers of Commerce for Davis, Woodland, and Winters; Historic Woodland Downtown Business Association; Davis Downtown Business Association (Board Liaison); Yolo County Historical Society; Esparto Regional Chamber of Commerce (Board Director); DSIDE ("Designing a Sustainable, Innovative Davis Economy"); Davis Arts Commission; Central Valley Tourism Association (CVTA); Yolo Arts; and the California State Fair Committee for Yolo County. We also enhanced our relationships with Visit California, California Travel Association, Food Bank of Yolo County, Woodland Tree Foundation, and others.

Through our partnership with the **San Francisco Travel Association**, the YCVB receives listings on their website, plus listing in their online and print *Visitor Planning Guide*, Travel Planner's Guide, and *Meeting Planner's Guide*. We also distribute our press releases through their offices; have Wines of Yolo County displayed at their facilities; gain opportunities for media events; and get referrals to visiting travel writers for on-site tours here (one New York freelancer who visited this year via SFTA produced about a dozen Yolo-related articles). We are also looking ahead to participating in their nascent "Beyond the Bridge" promotional program in future years.

The YCVB participated in numerous meetings of the **Capay Valley Vision Ag Task Force**, helping to formulate a response to proposed County regulations governing, among other activities, agri-tourism in rural areas. A formal recommendation was sent to the County Ag Commissioner in May 2013, with the hopes that agri-tourism activities will be strongly encouraged, thus contributing to sustainable economic development.

The YCVB also began to actively engage in the **Sacramento Convention & Visitors Bureau** about their major "Farm to Fork" initiative (Sacramento claiming to be "the farm to fork capital of America"). This involves a number of marketing strategies, culminating in a week-long festival (September 21-28) with a public fair on Capital Mall. Believing that Yolo County *is* the farm to Sacramento's fork, the YCVB has taken a leadership role in organizing the county's participation, with meetings, website and newsletter communications, and a core planning/outreach committee.

YCVB 2013 / 2014 Goals

- **Increase collaborative efforts with particular emphasis on:**
  - Local hoteliers, collaborating on promotions, culinary tours, and multi-night stays
  - Area art assets and museums and art-related events – First Friday Art Walk, Second Friday ArtAbout, Transmedia Art Walk, Free Museum Day
  - Gaining exposure to multi-purpose venues (such as Veterans Memorial, Woodland Community Center, Old Sugar Mill, and others) for event and meeting planner market
  - Winery associations: Roots to Wine and Clarksburg Wine Growers Association
  - Sacramento CVB to leverage their national reach via Farm to Fork

- **Take an active role in planning events and initiatives:**
  - LiveSTRONG Challenge (June), including Woodland rest stop
  - Stroll Through History (September) working with hotels for "Stroll & Stay" packages
  - US Bicycling Hall of Fame Induction Weekend (November)
  - Yolo County Booth at the California State Fair (July)
  - Yolo County events relating to Farm to Fork (ongoing)
  - YCVB co-sponsored music events at Mansion Square (a collaboration with property owners and Davis Downtown)
- **Continue to execute on our sales plan leveraging the skills of the Sales Director**

- **Refresh the website with added "Send Me Information" and newsletter-signup features plus travel blog; develop mobile phone application**

- **Continue to enhance new Visitors Center and provide service to partner venues**

- **Increase public relation efforts: leverage MyMediaInfo to increase efficiency**

- **Increase use of social media: develop contests to increase "fan base" and reposting; continue to develop Pinterest; investigate other potential outlets (Google +, LinkedIn)**

- **Develop and maintain best practices for the organization**

YCVB Board of Directors

Wayne Ginsburg, President
Woodland Chamber of Commerce
Woodland CA

Rob Petersen, Vice President
General Manager, Hyatt Place
Davis CA

Randii MacNear, Secretary
Executive Director, Davis Farmers Market
Davis CA

Maria Lara, Treasurer
General Manager, Royal Guest Hotels
Davis CA

Reed Youmans
Owner, Hallmark Inn Hotel
Davis CA

Mary Tye
Marketing Manager
Clarksburg Wine Company
Clarksburg CA

Meg Stallard
Woodland CA

Howard Hupe
Winters Chamber of Commerce
Winters CA

Arvind (Andy) Patel
Hotel Owner (four properties)
Woodland CA

Dave "DK" Kemp
Active Transportation Coordinator, City of Davis
Davis CA

Lynda Hinds
Manager and Buyer
RootStock Gifts and Tasting Room
Winters CA

Vinod Patel
Owner, Holiday Inn Express
Woodland CA

Maya Walker
Program Director, Capay Valley Vision / Capay Grown
Esparto CA

[Two Seats Open]

YCVB Board Committees: The YCVB continued regular meetings of two standing committees to focus on certain aspects of its operation. They are:

Executive Committee: This consists of the Executive Director, the Board officers, and at least one other member of the Board. High-level, financial, personnel, and policy matters are the main topics of discussion. Recommendations by this committee are generally given to the full Board at regular meetings for consideration and approval or modification.

Marketing Committee: This is a five-person group, including the Executive Director and four other Directors, focused on developing most appropriate investment strategies, markets, and media outlets to increase communication and traffic in the leisure tourism arena.

YCVB Staff

Alan Humason
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Tiffany Dozier
Communications and Public Relations Manager
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Dawn Adams
Sales Director
dawn@yolocvb.org

Yolo COUNTY VISITORS BUREAU
Davis - Woodland - Winters
Clarksburg - Capay Valley

132 E Street, Suite 200 • Davis, CA 95616
(530) 297-1900
www.yolocvb.org

YCVB 2013-2014 Forecast and Budget	Forecast	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
REVENUE													
Woodland BID	$ 92,500	$ -	$ 23,500	$ -	$ -	$ 25,000	$ -	$ -	$ 22,000	$ -	$ -	$ 22,000	$ -
Davis BID (includes Hyatt Place/UCD)	$ 137,500	$ -	$ -	$ 37,500	$ -	$ -	$ 36,000	$ -	$ -	$ 35,000	$ -	$ -	$ 29,000
YCVB Strategic Fund	$ 46,000	$ 11,500	$ -	$ -	$ 11,500	$ -	$ -	$ 11,500	$ -	$ -	$ 11,500	$ -	$ -
City of Woodland (guide/map)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City of Winters	$ 7,000	$ -	$ 7,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Winters Chamber of Commerce	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (video production)	$ 3,600	$ -	$ 1,200	$ 1,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200	$ -	$ -
Other (mobile site development)	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (co-op advertising)	$ 15,000	$ -	$ -	$ -	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000
Other Visitor Guide	$ 2,000	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Facilities Guide	$ 2,000	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other TBD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL REVENUE	$ 311,600	$ 11,500	$ 32,700	$ 42,700	$ 11,500	$ 36,000	$ 36,000	$ 11,500	$ 22,000	$ 35,000	$ 12,700	$ 22,000	$ 38,000
MARKETING													
Publications & Outreach													
Visitor Guide	$ 2,000	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Davis Map & Guide	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Winters Map & Guide	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Woodland Map & Guide	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Yolo County Map & Guide	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Wines of Yolo County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Facilities Guide	$ 2,000	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Photo Fees & Reproduction	$ 1,000	$ 500	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Video Production	$ 3,600	$ -	$ 1,200	$ 1,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200	$ -	$ -
MyMediaInfo	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -
Gift Baskets	$ 720	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60	$ 60
Sales Efforts													
Hospitality	$ 6,000	$ 400	$ 500	$ 700	$ 500	$ 500	$ 400	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500
Mileage	$ 4,200	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350	$ 350
FAM Tour	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ -
Web Site Design and Updates	$ 7,500	$ 2,500	$ 2,500	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250
Mobile Site Development	$ 5,000	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Email Marketing Services	$ 360	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30
Database Management Services (IDSS)	$ 6,120	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510	$ 510
Web Site Hosting	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 250	$ -
Domain Names	$ 250	$ -	$ -	$ -	$ -	$ -	$ 250	$ -	$ -	$ -	$ -	$ -	$ -
Total Marketing Expense	$ 43,000	$ 3,790	$ 3,890	$ 1,840	$ 1,640	$ 6,640	$ 1,790	$ 1,640	$ 1,640	$ 1,640	$ 1,640	$ 2,890	$ 1,640
Membership Organizations													
CVTA	$ 350	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cal Travel Association	$ 550	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 550	$ -	$ -	$ -
WACVB	$ 650	$ -	$ -	$ -	$ -	$ -	$ -	$ 650	$ -	$ -	$ -	$ -	$ -
CalSAE	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ -
MPI	$ 500	$ -	$ -	$ -	$ -	$ -	$ 500	$ -	$ -	$ -	$ -	$ -	$ -
San Francisco Travel Association	$ 750	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750
Esparto Chamber	$ 75	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 75
Capay Valley Vision	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ -
Davis Chamber (membership & activities)	$ 480	$ -	$ 60	$ 60	$ -	$ -	$ 120	$ -	$ 60	$ 60	$ 60	$ -	$ 60
Woodland Chamber (membership & activities	$ 350	$ -	$ 50	$ 50	$ 50	$ -	$ -	$ -	$ 50	$ 50	$ 50	$ -	$ 50
Winters Chamber (membership & activities)	$ 90	$ 10	$ 10	$ 10	$ 10	$ -	$ -	$ -	$ 10	$ 10	$ 10	$ 10	$ 10
Alliance of Military Reunions	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -
Historic Woodland Downtown Business Asso	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ -
Assoc. of Wedding Professionals Int'l	$ 450	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 450
Total Membership Organizations	$ 4,945	$ 10	$ 120	$ 120	$ 60	$ 350	$ 620	$ 1,200	$ 120	$ 670	$ 120	$ 160	$ 1,395

Professional Staff													
Employee Expense													
Payroll (Staff) Net	$ 124,050	$ 10,150	$ 10,150	$ 10,150	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400	$ 10,400
Payroll Taxes (employer, Federal)	$ 29,850	$ 2,450	$ 2,450	$ 2,450	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Payroll Taxes (employer, State)	$ 5,535	$ 450	$ 450	$ 450	$ 465	$ 465	$ 465	$ 465	$ 465	$ 465	$ 465	$ 465	$ 465
Insurance (Work Comp)	$ 1,200	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
Parking Permits	$ 90	$ -	$ -	$ -	$ -	$ -	$ -	$ 90	$ -	$ -	$ -	$ -	$ -
Employee Coverage													
Medical Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Employee Expense	$ 160,725	$ 13,150	$ 13,150	$ 13,150	$ 13,465	$ 13,465	$ 13,465	$ 13,555	$ 13,465	$ 13,465	$ 13,465	$ 13,465	$ 13,465
Administration													
Advertising	$ 34,130	$ -	$ 6,480	$ 3,580	$ 1,250	$ 3,000	$ -	$ 7,500	$ 2,330	$ 2,330	$ 2,330	$ 2,330	$ 3,000
Bank Fees	$ 360	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30
Bookeeper	$ 1,800	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150
Computer Maintenance	$ 600	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50
Computer Equipment	$ 2,100	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 50	$ 50
Copies	$ 4,320	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360	$ 360
Tax Preparation	$ 750	$ -	$ -	$ -	$ -	$ 750	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Tax	$ 400	$ -	$ -	$ -	$ -	$ -	$ -	$ 400	$ -	$ -	$ -	$ -	$ -
Taxes/Tax Filing Fees	$ 100	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance (D&O)	$ 1,522	$ 102	$ 102	$ 400	$ 102	$ 102	$ 102	$ 102	$ 102	$ 102	$ 102	$ 102	$ 102
Insurance (Liability)	$ 2,635	$ 185	$ 185	$ 600	$ 185	$ 185	$ 185	$ 185	$ 185	$ 185	$ 185	$ 185	$ 185
Legal Council	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Printing	$ 300	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -
Office Supplies & Furnishing	$ 600	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50
Payroll Services	$ 900	$ -	$ -	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ -	$ -	$ 300
Postage & Delivery (postage)	$ 2,400	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200
Postage & Delivery (equipment)	$ 1,500	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125
Professional Consultation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rent	$ 22,320	$ 1,830	$ 1,830	$ 1,830	$ 1,830	$ 1,830	$ 1,830	$ 1,830	$ 1,830	$ 1,920	$ 1,920	$ 1,920	$ 1,920
Office Utilities and Upkeep Fee	$ 3,600	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300
Office Security System	$ 375	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 375	$ -	$ -	$ -	$ -
Telephone, Internet	$ 3,960	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330
Uncategorized Expenses	$ 600	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50
Total Administration Expense	$ 85,272	$ 3,962	$ 10,442	$ 8,255	$ 5,662	$ 7,812	$ 3,962	$ 11,862	$ 6,967	$ 6,382	$ 6,532	$ 6,232	$ 7,202
Professional Conferences and Trade Shows													
UCD Vendor Showcase	$ 350	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UCD Wedding Showcase	$ 350	$ -	$ -	$ -	$ -	$ -	$ -	$ 350	$ -	$ -	$ -	$ -	$ -
California Travel Summit	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500
WACVB CEO Forum	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
WACVB Tech Summit	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000	$ -	$ -
CalSAE Spectacular	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -
Connect Marketplace	$ 3,750	$ -	$ 3,750	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Go West Travel Summit	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	$ -	$ -
Travel Adventure Show Nor Cal	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -
SFTA Media Events	$ 1,000	$ -	$ -	0	$ -	$ -	$ 500	$ -	$ -	$ 500	$ -	$ -	$ -
Undetermined Events	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 500	$ -	$ -	$ -	$ -	$ -	$ 500
Total Conferences (reg, trav,exp)	$ 17,950	$ -	$ 5,750	$ -	$ -	$ 350	$ 2,000	$ 2,350	$ 3,000	$ 500	$ 2,000	$ -	$ 2,000
Total Revenue	$ 311,600												
Total Expense	$ 311,892												
Operating P/L	$ (292)												

RESOLUTION NO.
RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE SERVICE AGREEMENT WITH YOLO COUNTY VISITORS BUREAU

WHEREAS, the City of Woodland wishes to promote visitor attraction and seeks assistance with citywide events that attract visitors; and

WHEREAS, the Yolo County Visitors Bureau has been designated as the recipient of the Visitor Attraction District funds and is positioned to assist the District with visitor attraction.

NOW, THEREFORE, BE IT RESOLVED that the Woodland City Council authorizes the City Manager to execute an Administration Agreement (Exhibit A) with the Yolo County Visitors Bureau for provision of visitor attraction services and to administer the Visitor Attraction District funds.

PASSED AND ADOPTED by the City Council of the City of Woodland this 2nd day of July, 2013 by the following vote:

AYES:

NOES:

____
Marlin ("Skip") H. Davies, Mayor

ATTEST:

____
Ana Gonzalez
City Clerk

Woodland Visitor Attraction District
Administration Agreement

This agreement is made and entered into between the CITY OF WOODLAND, a municipal corporation, hereinafter called CITY, and the YOLO COUNTY VISITORS BUREAU, a California non-profit corporation, hereinafter called YCVB.

WHEREAS, there was formed and established by the City a Visitor Attraction District, hereinafter call District, pursuant to Ordinance 1404, "An Ordinance of the City Council of the City of Woodland Establishing a Business Improvement District Pursuant to the Parking and Business Improvement Law of 1989", and

WHEREAS, the District includes all hotels, motels and bed and breakfast establishments located within the boundaries of the city of Woodland; and

WHEREAS, under the terms of the said Ordinance, a fee is levied on the businesses within the District for the following purposes:

(a) promotion of business activities and visitor-oriented programs within the District;
(b) Promotion of public events which are to take place on or in public places within the District;
(c) Furnishing of music in any public place in the District;
(d) Decoration of any public place in the District;
(e) Promotion and participation in conferences, activities and sporting events at the Community Center and sporting facilities to promote visitor attraction within the District.

WHEREAS, it is the desire of the City that the primary uses of the revenues reflect the point of view of the businesses within the Visitor Attraction District; and

WHEREAS, the City finds that the YCVB is best able to determine the preference of the District businesses to administer the expenditure of the District revenues, the City Council has directed preparation of a contract for administration of the revenue proceeds of the Visitor Attraction District by the YCVB; and

WHEREAS, the City has considered and approved recommended budget for use of the estimated revenues from the District for annual operations beginning July 1, 2013.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. City agrees that it will provide the YCVB in writing an estimate of anticipated fee revenues expected to be collected from the Visitor Attraction District for the 2013-2014 fiscal year, July 1 through June 30.

2. YCVB agrees that based on such estimate it shall prepare and submit to the City a report setting forth in general terms the planned activities, programs and events, promotions and the budget for estimated expenditures therefore, for the ensuing year.

After approval of said report and projected budget by the City Council, the City agrees to disburse receipts collected from the Visitor Attraction District to the YCVB as hereinafter set forth.

3. YCVB agrees that the report shall include the actual and projected balance of expenditures and activities for the preceding budget year and a description of activities, events and promotions completed for the preceding budget year.

4. YCVB agrees that it will develop, implement, promote and administer programs within the purposes authorized by the said Ordinance for the benefit of the said Visitor Attraction District.

5. Pursuant to the terms of said Ordinance, the City shall collect the said fee at the same time as the transient occupancy tax, depositing such collections in a special fund to be known as the "Visitor Attraction District". Disbursements shall be made by City to YCVB in quarterly payments upon receipt of the fees.

6. YCVB agrees to keep all necessary books and records in connection with the services performed under this Agreement, and agrees to make them available to a designated representative of the City at all reasonable times for audit purposes.

7. The term of this Agreement shall be for one year, from July 1, 2013 through June 30, 2014 and thereafter shall be subject to renewal for additional one-year terms upon approval of the City Council, unless one of the parties gives written notice to the other of its desire not to renew at least thirty (30) days before the end of the term. Provided, however, that the Agreement may be terminated by either party after sixty (60) days written notice to the other. In the event of such termination, YCVB shall account to the City no later than thirty (30) days prior to the termination date, and simultaneously therewith remit to the City any unexpended funds in its possession.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the date set forth opposite their respective signatures.

Date: ______________________________ City of Woodland

By: ______________________________
Paul Navazio
City Manager

Date: ______________________________ Yolo County Visitors Bureau

By: ______________________________
Alan Humanson
Director

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 24.

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: $2,256,000 City of Woodland
Community Facilities District No. 2004-1 (Spring Lake)
Subordinate Special Tax Bonds, Series 2013C

Recommendation for Action

Staff recommends City Council adopt Resolution No. _____ authorizing the execution and delivery of a bond issuance agreement; authorizing the issuance of subordinate special tax bonds; and approving certain other actions related thereto.

Fiscal Impact

There is no direct impact to the General Fund of the City, but issuance of these bonds should allow for faster development in Spring Lake.

Background

In 2012 the City, along with consultants, designed a private placement bond program to allow landowners / developers within the District to issue bonds to either finance required infrastructure or finance the required reimbursement of first round developers for oversizing commitments. Ms. Melanie Matthews, representative of Pioneer Investors ("landowner"), approached the City about being the third party to utilize the private placement program.

Discussion

The municipal market has seen an onslaught of land-secured refundings over the last several months really limited to well-developed diversified mature districts with very high assessed value to debt ratios. Unfortunately, there has been very little money generated for new infrastructure projects. The private placement bond program allows developers ready to sell or develop their property to generate bond proceeds more quickly; these proceeds are used first to reimburse first release developers for oversizing requirements, and if any proceeds are available after that, they can be used for infrastructure projects. Pursuant to the Fiscal Agent Agreement for the 2004 bonds, the City cannot issue a second series of bonds on parity (equal claim on special taxes) with the 2004 bonds until at least 700 permits and a third series of bonds until at least 1,400 permits have been issued for the construction of single-family dwelling units. The City can certainly accommodate another series of bonds now, since more than 700 permits have been issued, however any issuance now will block the issuance of bonds again until the City reaches 1,400 permits. The subordinate private placement bond program works around this restriction since these bonds are subordinate to the 2004 bonds. In addition, as will be discussed at a future meeting, the financing team is preparing documents for a refinancing of the 2004 bonds that will eliminate these restrictive unit requirements.

The subject property is currently owned by Pioneer Investors; a merchant builder is interested in purchasing the property to develop an 85-unit R-5 project and a 14-unit R-8 project. The land sale is currently slated to close in July or August. The intent is to have the company, or their designees, purchase and own the bonds structured as 30-year level debt service. The interest rate on the bonds is currently set at 7.00% with a not-to exceed interest rate of 8.00%. The previous two private placements were set at 7.00%, however, in the last two weeks municipal interest rates have increased significantly (almost 1.00%). Because the final map will not be recorded for a period of time, the financing team wanted the flexibility to set the interest rate to a higher level to be reflective of the non-rated subordinate land secured market at the time of final map approval.

On the next page is a table of the estimated Maximum Special Taxes to be generated from the subject property, the estimated debt service on the bonds and the estimated debt service coverage by the Maximum Special Taxes:

City of Woodland
CFD No. 2004-1 (Spring Lake)
Subordinate Special Tax Bonds, Series 2013 C
Pioneer Investors (85-Unit, R-5 Project and 14-Unit, R-8 Project)

[1] Bond Year	[2] Maximum Special Tax	[3] # of Units	[2] Maximum Special Tax	[3] # of Units	[4] Available Special Tax Revenue	[5] Net Bond Year Debt Service	[6] Debt Service Coverage
2013	1,991.82		1,640.32				
2014	2,031.66	85	1,673.13	14	196,114.56	-	-
2015	2,072.29	85	1,706.59	14	200,036.85	181,868.83	1.100
2016	2,113.74	85	1,740.72	14	204,037.59	181,862.83	1.122
2017	2,156.01	85	1,775.54	14	208,118.34	181,930.83	1.144
2018	2,199.13	85	1,811.05	14	212,280.71	181,858.83	1.167
2019	2,243.11	85	1,847.27	14	216,526.32	181,846.83	1.191
2020	2,287.98	85	1,884.21	14	220,856.85	181,880.83	1.214
2021	2,333.73	85	1,921.90	14	225,273.99	181,946.83	1.238
2022	2,380.41	85	1,960.33	14	229,779.47	181,930.83	1.263
2023	2,428.02	85	1,999.54	14	234,375.06	181,925.83	1.288
2024	2,476.58	85	2,039.53	14	239,062.56	181,917.83	1.314
2025	2,526.11	85	2,080.32	14	243,843.81	181,892.83	1.341
2026	2,576.63	85	2,121.93	14	248,720.69	181,936.83	1.367
2027	2,628.16	85	2,164.37	14	253,695.10	181,928.83	1.394
2028	2,680.73	85	2,207.65	14	258,769.00	181,854.83	1.423
2029	2,734.34	85	2,251.81	14	263,944.38	181,900.83	1.451
2030	2,789.03	85	2,296.84	14	269,223.27	181,938.83	1.480
2031	2,844.81	85	2,342.78	14	274,607.73	181,947.83	1.509
2032	2,901.71	85	2,389.64	14	280,099.89	181,906.83	1.540
2033	2,959.74	85	2,437.43	14	285,701.89	181,894.83	1.571
2034	3,018.93	85	2,486.18	14	291,415.93	181,883.83	1.602
2035	3,079.31	85	2,535.90	14	297,244.24	181,945.83	1.634
2036	3,140.90	85	2,586.62	14	303,189.13	181,845.83	1.667
2037	3,203.72	85	2,638.35	14	309,252.91	181,862.83	1.700
2038	3,267.79	85	2,691.12	14	315,437.97	181,854.83	1.735
2039	3,333.15	85	2,744.94	14	321,746.73	181,886.83	1.769
2040	3,399.81	85	2,799.84	14	328,181.66	181,916.83	1.804
2041	3,467.81	85	2,855.84	14	334,745.30	181,902.83	1.840
2042	3,537.16	85	2,912.95	14	341,440.20	181,902.83	1.877
2043	3,607.91	85	2,971.21	14	348,269.01	(3,249.51)	-
Totals					**7,955,991.15**	**5,089,925.64**	

Notes
[1] Bond Year Ending September 5 Each Year
[2] Escalated at 2.00% Per Year
[3] Projected Number of Units to be Developed
[4] [2] * [3]
[5] Net Debt Service (Net of Capitalized Interest and Reserve Fund Earnings at 1.00%)
[6] [4] / [5]

In keeping with the policies established by the private placement bond program, the bonds will have a reserve fund to cover debt service in the event of delinquencies, capitalized interest sufficient to cover the interest due from the closing date through and including September 5, 2014 and a minimum debt service coverage of 1.10 times. The capitalized interest is required since the City will not be able to place the special taxes on the tax roll this year. These bonds are subordinate to bonds issued for the District in 2004, and as such, are second in line to receive the special tax revenues each year. The City will continue to receive the special taxes each year, as collected by the County, and will first pay debt service on the 2004 bonds in full (interest due each March 1 and principal and interest due each September 1) and then pay principal and interest on the private placement bonds each September 5 after the full payment of debt service on the 2004 bonds.

In order to accommodate the land sale and also the timing for final map approval by the City Council, the landowner has agreed to escrow the proceeds of the bonds until the final map is approved. At the closing of the land sale the landowner will deposit $35,500 with the City to pay the costs of issuing the bonds. In addition, the proceeds of the bonds will be held in escrow and released shortly after final map approval and execution of all documents. Should something happen to the land sale or the final map not be approved, the proceeds of the bonds in the full amount of $2,256,000 will be returned to the landowner/purchaser and the sale cancelled. Should the final map receive approval, the landowner will be reimbursed for their costs of issuance deposit, capitalized interest will be funded on the bonds and a reserve fund established and held in trust by the City. The remaining net proceeds will be used to reimburse first release developers for the oversizing of public infrastructure.

Below is a copy of the estimated sources and uses of funds for the bonds:

City of Woodland
CFD No. 2004-1 (Spring Lake)
Subordinate Special Tax Bonds, Series 2013 C
Sources and Uses of Funds

Sources of Funds			
Par Amount of Bonds		2,256,000.00	
Plus: Accrued Interest		-	
Less: (OID) / Plus: OIP		-	
Less: Underwriter's Discount	-	-	
Net Proceeds			2,256,000.00
Other Source of Funds			-
Other Source of Funds			-
Total Sources			**2,256,000.00**
Uses of Funds			
Project Fund Deposit		1,852,435.32	
Less: Interest Earnings		-	
Net Funds			1,852,435.32
Capitalized Interest Fund		185,117.33	
Less: Interest Earnings		-	
Less: Reserve Fund Earnings		(2,169.99)	
Net Funds			182,947.35
Reserve Fund			185,117.33
Costs of Issuance			35,500.00
Surety Bond Premium	-		-
Bond Insurance	-		-
L/C Fees (Upfront)	-		-
Accrued Interest			-
Other Use of Funds			-
Other Use of Funds			-
Total Uses			**2,256,000.00**
Rounding Adjustment			-

Below is a table showing the interest rates and estimated debt service on the proposed bonds:

City of Woodland
CFD No. 2004-1 (Spring Lake)
Subordinate Special Tax Bonds, Series 2013 C
Gross Debt Service Schedule

Date	Principal	Rate	Interest	Annual Debt Service
07/03/13				
09/05/14		-	185,117.33	185,117.33
09/05/15	25,800.00	7.000	157,920.00	183,720.00
09/05/16	27,600.00	7.000	156,114.00	183,714.00
09/05/17	29,600.00	7.000	154,182.00	183,782.00
09/05/18	31,600.00	7.000	152,110.00	183,710.00
09/05/19	33,800.00	7.000	149,898.00	183,698.00
09/05/20	36,200.00	7.000	147,532.00	183,732.00
09/05/21	38,800.00	7.000	144,998.00	183,798.00
09/05/22	41,500.00	7.000	142,282.00	183,782.00
09/05/23	44,400.00	7.000	139,377.00	183,777.00
09/05/24	47,500.00	7.000	136,269.00	183,769.00
09/05/25	50,800.00	7.000	132,944.00	183,744.00
09/05/26	54,400.00	7.000	129,388.00	183,788.00
09/05/27	58,200.00	7.000	125,580.00	183,780.00
09/05/28	62,200.00	7.000	121,506.00	183,706.00
09/05/29	66,600.00	7.000	117,152.00	183,752.00
09/05/30	71,300.00	7.000	112,490.00	183,790.00
09/05/31	76,300.00	7.000	107,499.00	183,799.00
09/05/32	81,600.00	7.000	102,158.00	183,758.00
09/05/33	87,300.00	7.000	96,446.00	183,746.00
09/05/34	93,400.00	7.000	90,335.00	183,735.00
09/05/35	100,000.00	7.000	83,797.00	183,797.00
09/05/36	106,900.00	7.000	76,797.00	183,697.00
09/05/37	114,400.00	7.000	69,314.00	183,714.00
09/05/38	122,400.00	7.000	61,306.00	183,706.00
09/05/39	131,000.00	7.000	52,738.00	183,738.00
09/05/40	140,200.00	7.000	43,568.00	183,768.00
09/05/41	150,000.00	7.000	33,754.00	183,754.00
09/05/42	160,500.00	7.000	23,254.00	183,754.00
09/05/43	171,700.00	7.000	12,019.00	183,719.00
Total	**2,256,000.00**		**3,257,844.33**	**5,513,844.33**

The landowner, or their designees, will own these bonds until such time as the City can enter the public market to issue parity bonds to refund (take out) this and any other private placement bonds outstanding.

Besides City staff, the financing team consists of:

Bond Counsel:	Kronick, Moskovitz, Tiedemann & Girard
Financial Advisor:	Del Rio Advisors, LLC

The schedule, should the Council bless the issuance, would be to complete all documentation and close the transaction shortly after final map approval.

The following legal document related to the financing has been prepared in substantially final form and attached for Council review:

- The Bond Issuance Agreement

Recommendation for Action

Staff recommends City Council adopt Resolution No. _____ authorizing the execution and delivery of a bond issuance agreement; authorizing the issuance of subordinate special tax bonds; and approving certain other actions related thereto.

Prepared by:
Kimberly McKinney
Finance Officer

Paul Navazio
City Manager

Attachments

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT; AUTHORIZING THE ISSUANCE OF SUBORDINATE SPECIAL TAX BONDS; AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, by Resolution No. 4559, adopted on June 22, 2004, the City Council of the City of Woodland (the "City") established the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code) (the "Act"), for the purpose of providing for the financing of the construction and acquisition of certain public capital facilities described in the Resolution of Formation;

WHEREAS, on June 22, 2004, the qualified electors of the CFD authorized the City Council to levy special taxes upon the land within the CFD and to issue bonds in the principal amount of not to exceed $112,500,000 (the "Bonds"), secured by the special taxes, pursuant to the terms of the Act;

WHEREAS, the City previously issued $33,050,000 of its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, which the City intends to refund by issuing its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "2013 Bonds"), pursuant to a Fiscal Agent Agreement, expected to be executed in 2013 (the" Fiscal Agent Agreement"), between the City and U.S. Bank National Association;

WHEREAS, the City Council has determined to issue a series of bonds that will be subordinate to the 2013 Bonds and any other bonds issued pursuant to the Fiscal Agent Agreement, to be designated as Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2013C (the "Subordinate Bonds") for the purpose of financing the payment of the cost of acquiring certain public improvements for the City that were constructed or acquired by property owners in the CFD;

WHEREAS, the Bond Issuance Agreement of the City, pursuant to which the City will issue the Subordinate Bonds, which is incorporated herein by reference, has been presented to the City Council for its review and approval;

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the Bond Issuance Agreement and the agreements and documents contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Subordinate Bonds in accordance with the Bond Issuance Agreement are desirable and in the best interests of the City;

conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 8. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council this 2nd day of July, 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Marlin H. Davies, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

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

Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2 Authorization of Officers to Execute and Deliver the Bond Issuance Agreement. The City Council hereby authorizes the Mayor, the City Manager, the Finance Officer, and their designees (the "Designated Officers"), and each of them individually, for and in the name of the and on behalf of the City, to approve, execute, and deliver the Bond Issuance Agreement, in substantially the form presented to the City Council at this meeting, which agreement is hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreement for the City Council. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the City Council's approval of any such changes, insertions, revisions, corrections, or amendments to the form of the agreement presented to the City Council at this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Subordinate Bonds, shall be as provided in the Bond Issuance Agreement as finally executed.

Section 3. Authorization to Issue Bonds. The City Council hereby authorizes the issuance of the Subordinate Bonds in accordance with the terms of the Bond Issuance Agreement as finally executed.

Section 4. Authorization of Sale. The City Council hereby authorizes the sale, at a price equal to their principal amount, of not to exceed $2,256,000 principal amount of Subordinate Bonds, bearing interest at a rate not to exceed 8% per annum, to the buyers designated by Pioneer Investors LLC, a California limited liability company. The Designated Officers, and each of them individually, in consultation with the City's financial advisor, are hereby authorized to determine the actual interest rate to be borne by the Subordinate Bonds based on financial market conditions at the time of the issuance of the Subordinate Bonds.

Section 5. Retention of Professionals. Del Rio Advisors, LLC, is hereby appointed as financial advisor to the City and Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, is hereby appointed bond counsel to the City for the issuance and sale of the Subordinate Bonds. The terms of these engagements are as specified in the agreements presented in connection with the City Council's approval of the Subordinate Special Tax Bonds, Series 2013A.

Section 6. General Authorization. The City Council hereby authorizes and directs the Designated Officers, and each of them individually, for and in the name of and on behalf of the City Council, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Subordinate Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in

DRAFT
KMTG
27 JUN 13

BOND ISSUANCE AGREEMENT

made by the

CITY OF WOODLAND

Dated July 1, 2013

Relating to the

$[PAR AMOUNT]
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SUBORDINATE SPECIAL TAX BONDS
SERIES 2013C

TABLE OF CONTENTS

BOND ISSUANCE AGREEMENT

This BOND ISSUANCE AGREEMENT (the "Agreement"), dated July 1, 2013, is made by the CITY OF WOODLAND (the "City"), a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California, for the benefit of the owners from time to time of the bonds issued hereunder.

RECITALS

1. The City Council of the City (the "City Council") on June 22, 2004, duly adopted its Resolution No. 4559 (i) establishing the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") for the purpose of providing for the financing of certain services and the financing of the design, construction, and acquisition of certain public facilities in and for the CFD and (ii) determining the necessity to incur a bonded indebtedness in the amount of $112,500,000 with respect to the CFD.

2. On June 22, 2004, the qualified electors of the CFD authorized the City Council to levy special taxes upon the land within the CFD and to issue bonds in the principal amount of not to exceed $112,500,000 (the "Bonds"), secured by the special taxes.

3. The City now is fully authorized pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended) (the "Law") to issue the Bonds.

4. The City expects to issue Bonds (the "Refunding Bonds") in the near future for the purpose of refunding its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004.

5. The City will issue the Refunding Bonds pursuant to a Fiscal Agent Agreement (the "Fiscal Agent Agreement") between U.S. Bank National Association and the City, under which the City will also issue additional Bonds for the purpose of financing and refinancing the design, construction, and acquisition of public facilities in and for the CFD.

6. The City has determined to enter into this Agreement in order (a) to provide for the execution and delivery of Bonds (the "Subordinate Bonds") that will be subordinate to the Bonds that are expected to be issued pursuant to the Fiscal Agent Agreement (the "Senior Bonds"), (b) to establish and declare the terms and conditions upon which the Subordinate Bonds shall be issued and secured, and (c) to secure the payment of the principal thereof and interest thereon.

7. The City intends to issue Bonds under the Fiscal Agent Agreement to retire the Subordinate Bonds at such time as the total amount of outstanding Bonds that are subordinate to the Senior Bonds is sufficient to economically support the costs of issuance of additional Senior Bonds and general bond market underwriting criteria for their issuance can be satisfied.

8. The City has found and determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

AGREEMENT

In order to secure the payment of the Subordinate Bonds and the performance and observance by the City of all the covenants, agreements and conditions herein and in the Subordinate Bonds contained, the City hereby agrees and covenants with the owners from time to time of the Subordinate Bonds, as follows:

ARTICLE I
DEFINITIONS AND GENERAL PROVISIONS

Section 1.1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Subordinate Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Administrative Expenses means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, costs of levying and collecting the Special Taxes, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Taxes, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

Agreement means this agreement made by the City.

Annual Debt Service means for each Bond Year the aggregate amount of principal and interest becoming due and payable on the Subordinate Bonds.

Bonds means all of the bonds issued by the City that are payable from the Special Taxes

Bond Year means the period ending on September 5 of each year with the first Bond Year ending on September 5, 2013, and the last Bond Year ending on the date on which the Subordinate Bonds are no longer outstanding.

Business Day means any day of the week other than a Saturday or a Sunday or a day on which banks in the State are not required or authorized to remain closed and on which the New York Stock Exchange is open for business.

CFD means the City's Community Facilities District No. 2004-1 (Spring Lake), a community facilities district duly established within the geographical jurisdiction of the City pursuant to the Law.

City means the City of Woodland.

City Council means the City Council of the City.

Code means the Internal Revenue Code of 1986, as the same shall be hereafter amended, and any regulations heretofore issued or that shall be hereafter issued by the United States Department of the Treasury thereunder.

Community Facilities Fund means the fund by that name established pursuant to Section 7.4 (Allocation of Net Special Taxes) of the Fiscal Agent Agreement.

County means the County of Yolo, State of California.

Event of Default means any of the events specified in Section 5.1 (Events of Default).

Fiscal Agent means U.S. Bank National Association, a national banking association duly organized under the laws of the United States of America, or its successor as Fiscal Agent.

Fiscal Agent Agreement means the Fiscal Agent Agreement that the City expects to enter into with the Fiscal Agent in the near future for the purpose of refunding the City's Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, as such agreement is originally executed or as it may from time to time be supplemented or amended by any Supplemental Fiscal Agent Agreement delivered pursuant to the provisions thereof.

Landowner means the owner of the real property that constitutes the Project.

Law means the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended), as now in effect and as it may from time to time hereafter be amended or supplemented.

Maximum Annual Debt Service shall mean the greatest amount of principal and interest becoming due and payable on the Subordinate Bonds in any Bond Year including the Bond Year in which the calculation is made or any subsequent Bond Year.

Net Special Taxes means the Special Taxes less, in each Fiscal Year, Administrative Expenses up to the sum of $25,000 increased by 2% each year after Fiscal Year 2012-13.

Opinion of Counsel means a written opinion of counsel experienced in the field of law relating to municipal bonds, appointed and paid by the City.

Owner means the person in whose name any Subordinate Bond shall be registered.

Payment Date means September 5 of each year. The first Payment Date shall be September 5, 2014.

Project means the [specify project by name and Tentative Map number].

Rate and Method of Apportionment means the rate, method of apportionment, and manner of collection of the Special Taxes included as Exhibit B to the Resolution of Formation.

Record Date means the 1st day of the month preceding any Payment Date. The first Record Date shall be September 1, 2014.

Refunding Bonds means Senior Bonds issued for the purpose of refunding the City's Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004.

Resolution of Formation means Resolution No. 4559 adopted by the City Council on June 22, 2004, establishing the CFD, as the same may be amended from time to time in accordance with the Law.

Senior Bonds means the Bonds issued pursuant to the Fiscal Agent Agreement.

Series 2013C Subordinate Bond Reserve Fund means the fund by that name established pursuant to Section 3.4 (Establishment and Application of Series 2013C Subordinate Bond Reserve Fund).

Series 2013C Subordinate Bond Reserve Requirement means, as of any date of calculation, the least of (i) Maximum Annual Debt Service as of such date, (ii) 125% of average Annual Debt Service on the Subordinate Bonds as of such date and (iii) 10% of the original principal amount of the Subordinate Bonds.

SLIF Credits mean the credits towards the building permit Spring Lake Infrastructure Fees in the amount of the Reimbursement Amount as defined in Section 2.2 (Application of Proceeds of the Subordinate Bonds).

Special Taxes means the special taxes authorized to be levied and collected annually on property in the CFD.

State means the State of California.

Subordinate Bonds means the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2013C, issued hereunder.

Tax Certificate means the Tax Certificate concerning certain matters pertaining to the use of proceeds of the Subordinate Bonds, executed and delivered by the City on the date of issuance of the Subordinate Bond, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

Taxable Property means all property described by the definition of the term "Taxable Property" in the Rate and Method of Apportionment.

Section 1.2. **Effect of Headings and Table of Contents**. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Agreement.

Section 1.3. **Successors and Assigns**. Whenever in this Agreement the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 1.4. **Benefits of Agreement**. Nothing in this Agreement or in the Subordinate Bonds expressed or implied is intended or shall be construed to give to any person other than the City, the Landowner, and the Owners of the Subordinate Bonds, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Landowner, and the Owners of the Subordinate Bonds.

Section 1.5. **Payments/Actions Otherwise Scheduled on Non-Business Days**. Except as specifically set forth in a Supplemental Agreement, any payments or transfers that would otherwise become due on any day that is not a Business Day shall become due or shall be made on the next succeeding Business Day. When any other action is provided for herein to be done on a day named or within a specified time period and the day named or the last day of the specified period falls on a day other than a Business Day, such action may be performed on the next succeeding Business Day with the same effect as though performed on the appointed day or within the specified period.

Section 1.6. **No Personal Liability for Debt Service**. No member of the City Council, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Subordinate Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Council member, officer, agent, or employee of the City from the performance of any official duty provided by law or by this Agreement.

Section 1.7. **Separability Clause**. If any one or more of the provisions contained in this Agreement or in the Subordinate Bonds shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City hereby declares that it would have adopted this Agreement and each and every other section, paragraph, sentence, clause, or phrase hereof and authorized the issuance of the Subordinate Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 1.8. **Governing Law**. This Agreement shall be construed and governed in accordance with the laws of the State.

Section 1.9 **Notices**. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder shall be in writing and shall be sufficiently given and served upon the City if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail to the City of Woodland, 300 First Street, Woodland, CA 95695, Attn: Finance Director.

ARTICLE II
THE SUBORDINATE BONDS

Section 2.1 **Authorization and Title**. The City hereby authorizes the issuance of bonds in the aggregate principal amount of $[PAR AMOUNT]. The title of the Subordinate Bonds shall be "City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2013C." If and when the City Council approves all final maps for the Project, the City shall execute and deliver the Subordinate Bonds to the Owners and shall concurrently transfer the SLIF Credits to the Landowner.

Section 2.2 **Application of Proceeds of the Subordinate Bonds**. The City shall deposit $__________ (the "Reimbursement Amount") of the purchase price of the Subordinate Bonds into an account established and maintained by the City for the purpose of paying reimbursements owed by the City to property owners in the CFD or, if necessary, to pay a portion of the interest due on the Subordinate Bonds on September 5, 2014. The City shall deposit $_________ into the Series 2013C Subordinate Bond Reserve Fund created pursuant to Section 3.4 hereof, which is held by the City. The City shall deposit $35,500 of the purchase price of the Subordinate Bonds into an account established and maintained by the City for the purpose of paying or reimbursing costs of issuance of the Subordinate Bonds. The City shall deposit $__________ of the purchase price of the Subordinate Bonds into a subaccount established and maintained by the City in the Community Facilities Fund for the purpose of paying a portion of the interest due on the Subordinate Bonds on September 5, 2014.

Section 2.3 **Terms and Form of Bonds**. (A) Form and Registration. The Subordinate Bonds shall be issued in the form of fully-registered installment bonds in substantially the form attached hereto as Exhibit A.

(B) Date; Interest Accrual; Interest Rates; Payments. The Subordinate Bonds shall be dated their date of delivery, shall bear interest from their date to September 5, 2043, at the rate of ________% per annum. The City shall pay installments of principal and interest on the Subordinate Bonds in the following amounts on the following dates:

Date (September 5)	Principal	Interest	Total
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			

Date (September 5)	**Principal**	**Interest**	**Total**
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			

Interest on the Subordinate Bonds shall be calculated on the basis of a 360-day year comprising twelve 30-day months.

(C) Principal and Interest Payments. The City shall pay each principal and interest installment on the Subordinate Bonds in lawful money of the United States of America on each Payment Date by wire transfer to the Owners thereof as of the close of business on the Record Date.

(D) Optional Redemption. The City may redeem the Subordinate Bonds on any date at a redemption price of the unpaid principal amount thereof plus interest accrued thereon to the date specified for redemption, without premium.

(E) Cessation of Interest Accrual. Interest on any portion of the principal of the Subordinate Bonds shall cease to accrue on the Payment Date of such portion, provided that there has been irrevocably deposited with the City an amount sufficient to pay such principal, plus interest accrued thereon to such date. The Owners shall not be entitled to any other payment. Upon payment of all the principal and interest installments on the Subordinate Bonds, the Subordinate Bonds shall no longer be Outstanding and entitled to the benefits of this Agreement, except for the payment of the principal of and interest on such Bonds from moneys held by the City for such payment.

(F) Unclaimed Monies. Any money held by the City for the payment of the principal of or interest on the Subordinate Bonds and remaining unclaimed for two (2) years after all of the principal of the Subordinate Bonds has become due and payable shall be retained in the Community Facilities Fund and may be expended by the City for any purpose of the CFD.

Section 2.4 Execution of Bonds. The Subordinate Bonds shall be signed by the manual or facsimile signature of the Mayor or any member of the City Council and the City Clerk or his or her designee, provided that at least one such signature shall be manual.

In case any of the officers who shall have signed or countersigned the Subordinate Bonds shall cease to be such officer or officers of the City before the Subordinate Bonds so signed or countersigned shall have been delivered by the City, the Subordinate Bonds may nevertheless be delivered and, upon such delivery, shall be as binding upon the City as though those who signed and countersigned the same had continued to be such officers of the City. The Subordinate Bonds may be signed and countersigned on behalf of the City by such persons as at the actual date of execution of the Subordinate Bonds shall be the proper officers of the City although at the nominal date of the Subordinate Bonds any such person shall not have been such officer of the City.

Section 2.5 Transfer of Bonds. The Subordinate Bonds may, in accordance with their terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.6 (Bond Register) hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of the Subordinate Bonds to the City for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the City.

Whenever a Subordinate Bond shall be surrendered for transfer, the designated City officials shall execute (as provided in Section 2.4 (Execution of Bonds) hereof) and deliver a new Subordinate Bond. The City shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of the Subordinate Bonds shall be required to be made by the City during the period from the close of business on the Record Date next preceding any Payment Date to and including such Payment Date.

Section 2.6 Bond Register. The City will keep or cause to be kept a record of the registration and transfer of the Subordinate Bonds. Upon presentation for such purpose, the City shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the record, the Subordinate Bonds as hereinbefore provided.

Section 2.7 Validity of Bonds. The recital contained in the Subordinate Bonds that they are regularly issued pursuant to the Law shall be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

ARTICLE III
PAYMENT OF THE SUBORDINATE BONDS

Section 3.1. Liability of City Limited to Special Taxes. Notwithstanding anything in this Agreement or in the Subordinate Bonds contained, the City shall not be required to advance any moneys derived from any source other than the Special Taxes and other assets pledged hereunder for any of the purposes mentioned in this Agreement, whether for the payment of the principal or Redemption Price of or interest on the Subordinate Bonds or for any other purpose of this Agreement.

Section 3.2 Pledge of Net Special Taxes. Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Net Special Taxes deposited in the Community Facilities Fund and all amounts held in the Series 2013C Subordinate Bond Reserve Fund are hereby pledged to secure the payment of the principal of and interest on the Subordinate Bonds in accordance with their terms and the provisions of this Agreement. This pledge of Net Special Taxes shall be subordinate to the pledge of the Net Special Taxes made by the City in the Fiscal Agent Agreement but on parity with any additional such subordinate pledge of the Net Special Taxes made by the City. The pledge of Net Special Taxes made herein shall be irrevocable until the Subordinate Bonds are no longer Outstanding.

Section 3.3. Application of Net Special Taxes. On each Payment Date, the City shall withdraw Net Special Taxes from the Community Facilities Fund the amounts necessary and apply them, in the following order of priority, (1) to pay the principal and interest installments due on the Subordinate Bonds on that date and (2) to deposit in the Bond Reserve Fund the amount required to restore the balance in the Series 2013C Subordinate Bond Reserve Fund to an amount equal to the Bond Reserve Requirement.

Section 3.4. Establishment and Application of Series 2013C Subordinate Bond Reserve Fund. The City shall establish and maintain a separate fund designated as the "Series 2013C Subordinate Bond Reserve Fund." All amounts in the Series 2013C Subordinate Bond Reserve Fund shall be used and withdrawn by the City, as hereinafter provided, solely for the purpose of making up any deficiency in the amount available in the Community Facilities Fund to pay debt service on the Subordinate Bonds. Any amounts in the Series 2013C Subordinate Bond Reserve Fund in excess of the Series 2013C Subordinate Bond Reserve Requirement shall be transferred by the City on September 6 of each year for deposit into the Community Facilities Fund.

ARTICLE IV
COVENANTS OF THE CITY

Section 4.1 Levy and Collection of the Special Taxes; Maintenance of Net Special Taxes.

(A) Levy and Collection of the Special Taxes. The City covenants that, so long as the Subordinate Bonds are Outstanding, and subject to the maximum rates of Special Taxes that it is authorized to levy on Taxable Property, it will annually levy and make provision for the collection of the Special Taxes in amounts that will be sufficient, after making reasonable allowances for contingencies and errors in the estimates, to yield proceeds equal to the amounts required for compliance with the agreements, conditions, covenants, and terms contained herein, and that in any event will be sufficient (1) to pay the current debt service on and to accumulate funds to pay future debt service on the Bonds as they become due and payable, (2) to replenish the any debt service reserve fund for the Bonds to its required amount, (3) to cure any delinquencies in the payment of the principal of or interest on the Bonds that have occurred in the prior Fiscal Year or are expected to occur in the Fiscal Year in which the tax will be collected, and (4) to pay all current Administrative Expenses as they become due and payable. The Special Taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and, except as otherwise provided in Section 4.4 (Covenant to Foreclose) and in the Law, shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem property taxes.

(B) Maintenance of Net Special Taxes. The City covenants and agrees to not consent to or conduct proceedings with respect to a reduction in the Special Taxes that may be levied in the CFD below an amount, for any Fiscal Year, equal to 110% of Annual Debt Service due and payable with respect to the Bonds in the Bond Year ending on the September 5 immediately following such Fiscal Year, plus 100% of the City's reasonable estimate of Administrative Expenses for such Fiscal Year; provided, however, that the City may at any time reduce the Net Special Taxes to the extent that the amount of Special Taxes that would result from levying the Special Taxes at such maximum amounts would result in an amount of Special Taxes in excess of the amount required to comply with such covenant.

Section 4.2. Punctual Payment and Performance. The City will punctually pay or cause to be paid the principal and interest installment to become due in respect of the Subordinate Bonds, in strict conformity with the terms of the Subordinate Bonds and of this Agreement, according to the true intent and meaning thereof, but in each case only out of Net Special Taxes as provided in this Agreement. The City will faithfully observe and perform all of the conditions, covenants, and terms contained herein and in the Subordinate Bonds required to be observed and performed by it.

Section 4.3. Limits on Special Tax Waivers and Bond Tenders. The City covenants not to exercise its rights under the Law to waive delinquency and redemption penalties related to or to declare an amnesty program with respect to such delinquency and redemption penalties related to the Special Taxes if to do so would materially and adversely affect the interests of the Owners of the Subordinate Bonds. The City further covenants not to permit the tender of the Subordinate Bonds in payment of any Special Taxes except upon receipt of a certificate of an independent certified public accountant that to accept such tender will not result in the City's having insufficient Special Tax revenues to pay the principal and interest installment on the Subordinate Bonds that are due following such tender.

Section 4.4. Covenant to Foreclose. (A) Annual Review. If at any time the payment to the City by Yolo County of the Special Taxes levied by the City is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," being Revenue and Taxation Code section 4701-4717 (the "Teeter Plan"), the City will annually review the public records of Yolo County relating to the collection of the Special Taxes in order to determine, by a date not later than August 1 of each year, the amount of Special Taxes collected and the amount thereof delinquent in the prior Fiscal Year.

(B) Individual Delinquencies. If the Teeter Plan is not in effect with respect to the Special Taxes and the City determines on the basis of such review that the Special Tax with respect to any single parcel of Taxable Property is delinquent by more than two thousand five hundred dollars ($2,500), then the City shall send a notice of delinquency and a demand for immediate payment thereof to the owner of the parcel by August 15. If the delinquency is not cured by November 1, the City will institute, prosecute, and pursue foreclosure proceedings to judgment and sale in order to enforce the lien of the delinquent installments of Special Taxes against such property owner's parcel(s).

(C) Aggregate Delinquencies or Concentration of Ownership. If the Teeter Plan is not in effect with respect to the Special Taxes and (1) the City determines on the basis of such review that the amount of Special Taxes received was less than ninety-five per cent (95%) of the amount of Special Taxes levied in the Fiscal Year or (2) there were ten (10) or fewer owners of Taxable Property, then, by September 5, the City shall send a notice of delinquency and a demand for immediate payment thereof to each owner of a parcel with respect to which the Special Tax is delinquent. If a delinquency with respect to a parcel is not cured by November 1, the City will institute, prosecute, and pursue foreclosure proceedings to judgment and sale in order to enforce the lien of the delinquent installments of Special Taxes against the parcel.

Section 4.5. Preservation of Rights of Owners. The City, subject to the provisions of this Agreement, shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of Net Special Taxes and other assets and all the rights of the Owners under this Agreement against all claims and demands of all persons whomsoever.

Section 4.6. Waiver of Laws. The City will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Agreement or in the Subordinate Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 4.7 Tax Covenant. The City shall at all times do and perform all acts and things permitted by law and this Agreement that are necessary and desirable in order to assure that interest paid on the Subordinate Bonds will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the City agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the Subordinate Bonds.

Section 4.8. Accounting for Special Taxes. The City will at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries shall be made of all transactions relating to the receipt and disbursement of the Special Taxes. Such books of record and account shall be available for inspection by the Owners at reasonable hours and under reasonable circumstances.

Section 4.9 **Further Assurances**. The City will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 4.10 **Issuance of Senior Bonds**. The City shall not issue Senior Bonds, other than the Refunding Bonds, unless the City concurrently retires the Subordinate Bonds.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 5.1 **Events of Default**. The following events shall be Events of Default:

(A) default in the due and punctual payment of any installment of the principal of interest on the Subordinate Bonds when and as the same shall become due and payable; and

(B) failure by the City to observe or perform any covenant, condition, agreement or provision in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) or (b) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the City; except that, if such failure can be remedied but not within such sixty-day period and if the City has taken all action reasonably possible to remedy such failure within such sixty-day period, such failure shall not become an Event of Default for so long as the City shall diligently proceed to remedy same.

Section 5.2 **Remedies of Owners**. Upon the occurrence and continuance of an Event of Default, the Owners shall have the right

(A) by mandamus or other action, suit, or proceeding at law or in equity to enforce the Owners' rights against the or any of the officers or employees of the City, and to compel the City or any such officers or employees to perform and carry out their duties under the Law and the agreements and covenants with the Owners contained herein;

(B) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Owners; or

(C) by suit in equity upon the nonpayment of the Subordinate Bonds to require the City or its officers and employees to account as the trustee of an express trust.

Section 5.3 **Restoration of Positions**. In case any proceedings taken by the Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Owners, then in every such case the City and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers, and duties of the City and the Owners shall continue as though no such proceedings had been taken.

Section 5.4 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Owners of the Subordinate Bonds is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.5 Delay or Omission Not Waiver. No delay or omission of any Owners of the Subordinate Bonds to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Agreement or by law to the Owners of the Subordinate Bonds may be exercised from time to time, and as often as may be deemed expedient, by the Owners.

Section 5.6 No Acceleration. The Owners of the Subordinate Bonds have no right to declare the principal of the Subordinate Bonds immediately due and payable.

ARTICLE VI
AMENDMENT OF THIS AGREEMENT

Section 6.1 Supplemental Agreements.

(A) Majority Consent. This Agreement and the rights and obligations of the City and the Owners of the Subordinate Bonds may be modified or amended from time to time and at any time by a Supplemental Agreement, which the City may enter into when the consent of the Owners of a majority in aggregate principal amount of the Subordinate Bonds then Outstanding shall have been filed with the City; provided that, if such modification or amendment will, by its terms, not take effect so long as any Subordinate Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Subordinate Bonds shall not be required and such Subordinate Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Subordinate Bonds Outstanding under this Section.

(B) Limitations on Amendments. No such amendment shall (1) extend the fixed maturity of any Subordinate Bond, or reduce the amount of principal thereof, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Subordinate Bond so affected, or (2) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such amendment, or deprive the Owners of the Subordinate Bonds of the lien created by this Agreement on the Special Taxes and other amounts (in each case, except as expressly provided in this Agreement), without the consent of the Owners of all of the Subordinate Bonds then Outstanding.

(C) Manner of Consent. It shall not be necessary for the consent of the Owners of the Subordinate Bonds to approve the particular form of any Supplemental Agreement, but it shall be sufficient if such consent shall approve the substance thereof.

(D) Notice of Amendments. Promptly after the execution of any Supplemental Agreement pursuant to this Section, the City shall mail a notice, setting forth in general terms the substance of such Supplemental Agreement, to the Owners of the Subordinate Bonds at the addresses shown on the Bond Register. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Agreement.

Section 6.2 **Effect of Supplemental Agreement**. From and after the time any Supplemental Agreement becomes effective pursuant to this Article, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Agreement of the City and all Owners of Subordinate Bonds Outstanding shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 6.3 **Endorsement of Bonds; Preparation of New Subordinate Bonds**. Subordinate Bonds delivered after any Supplemental Agreement becomes effective pursuant to this Article may bear a notation by endorsement or otherwise as to any amendment provided for in such Supplemental Agreement, and, in that case, upon demand of the Owner of any Subordinate Bond Outstanding at the time of such execution and presentation of his Bond for such purpose, a suitable notation shall be made on such Subordinate Bond. If the Supplemental Agreement shall so provide, new Subordinate Bonds so modified as to conform, in the opinion of the City, to any amendment contained in such Supplemental Agreement, shall be prepared and executed and, upon demand of the Owners of any Subordinate Bonds then Outstanding and upon surrender for cancellation of such Subordinate Bonds, shall be exchanged by the City, without cost to any Owner, for Subordinate Bonds then Outstanding in equal aggregate principal amounts of the same tenor and maturity.

Section 6.4 **Amendment of Particular Subordinate Bonds**. The provisions of this Article shall not prevent any Owner from accepting any amendment as to the particular Subordinate Bonds held by him, provided that due notation thereof is made on such Subordinate Bonds.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed by its officers duly authorized as of the date first written above.

CITY OF WOODLAND

By: ______________________________

ATTEST:

By: ______________________________

EXHIBIT A
FORM OF BOND

REGISTERED NO. R-1

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SUBORDINATE SPECIAL TAX BOND, SERIES 2013C

Original Principal Amount	**Original Issue Date**
$[PAR AMOUNT]	__________ __, 2013

The City of Woodland, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "City"), for value received, hereby promises to pay (but only out of the Net Special Taxes hereinafter referred to) to ____________________ or registered assigns, the installments of principal and interest in the amounts and on the dates stated below:

Date (September 5)	Principal	Interest	Total
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			

Interest on the unpaid principal amount of this Bond is calculated from the original issue date stated above at the rate of _____% per annum, on the basis of a 360-day year comprising twelve 30-day months. The principal and interest installments on this Bond shall be payable in lawful money of the United States of America by wire transfer on each payment date to the registered owner hereof (in accordance with the terms of the Bond Issuance Agreement described below).

This Bond is one of a duly authorized issue of bonds of the City and designated "City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2013C" in the original principal amount stated above. This Bond is issued pursuant to a Bond Issuance Agreement dated July 1, 2013, made by the City (the "Agreement"), and in conformity with the Constitution and laws of California, including the statutory authority of the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended) (the "Law").

Reference is hereby made to the Agreement and to the Law for a description of the terms on which the Bond is issued and to be issued and the rights of the registered owner of the Bond. All the terms of the Agreement and the Law are hereby incorporated herein and constitute a contract between the City and the registered owner from time to time of this Bond. The registered owner of this Bond, by its acceptance hereof, consents and agrees to all the provisions of the Agreement.

Principal and interest installments on the Bond (to the extent set forth in the Agreement) are payable from, and are secured by a charge and lien on, the proceeds derived by the City from certain of the special taxes imposed pursuant to the Law within the City's Community Facilities District No. 2004-1 (Spring Lake) (as more particularly defined in the Agreement, the "Net Special Taxes") and deposited in the Community Facilities Fund. The pledge of Net Special Taxes securing the Bond is subordinate to the pledge of the Net Special Taxes made by the City in the Fiscal Agent Agreement that the City expects to enter into with U.S. Bank National Association for the purpose of refunding the City's Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004.

The Bond is a limited obligation of the City and is payable, both as to principal and interest, out of the Net Special Taxes held by the City in the Community Facilities Fund and the amounts held in the Bond Reserve Fund. The general fund of the City is not liable, and the credit or taxing power (other than as described above) of the City is not pledged, for the payment of the principal and interest installments on the Bond. The Bond is not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Net Special Taxes. No registered owner of this Bond shall ever have the right to compel any exercise of the taxing power (other than as described above) of the City to pay the principal and interest installments on this Bond.

The City may redeem this Bond on any date at a redemption price of the unpaid principal amount hereof plus interest accrued hereon to the date specified for redemption, without premium.

This Bond is transferable by the registered owner hereof, in person or by its attorney duly authorized in writing, at the offices of the City, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The City may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened, and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California; that the total amount of indebtedness of the City, including the amount of this Bond, does not exceed any limit prescribed by the Constitution and the statutes of the State of California; and that this Bond is not in excess of the amount permitted to be issued under the Agreement.

IN WITNESS WHEREOF, the City Council of the City of Woodland has caused this Bond to be signed by the Mayor of the City and to be countersigned by the City Clerk, all as of the date stated above.

By: ______________________________
Mayor

Countersigned:

____
City Clerk

1031565.1 9127.190

ASSIGNMENT

For value received _________________________ hereby sell, assign and transfer unto ________________ the within Bond and hereby irrevocably constitute and appoint ___________________ attorney, to transfer the same on the bond register of the City, with full power of substitution in the premises.

Dated: ______________________

____

NOTE: The signature to this Assignment must correspond with the name on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by:

____

NOTE: Signature must be guaranteed by an eligible guarantor institution (being banks, stock brokers, savings and loan associations, and credit unions with membership in and approved signature guarantee medallion programs) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification Number, or other identifying number of Assignee: ____

LEGAL OPINION

I hereby certify that the following is a true and correct copy of the legal opinion relating to the Bond described therein that was manually signed by Kronick, Moskovitz, Tiedemann & Girard and was dated the date of delivery and payment of said Bond.

Ana Gonzales, City Clerk

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814

City Council
City of Woodland
300 First Street
Woodland, CA 95695

Re: *City of Woodland*
Community Facilities District No. 2004-1 (Spring Lake)
Subordinate Special Tax Bonds, Series 2013C

Dear Council Members:

We have acted as bond counsel in connection with the issuance by the City of Woodland (the "City") of $[PAR AMOUNT] aggregate principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2013C (the "Bonds"), under and pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 of the State of California (being §§53311 et seq., of the Government Code of the State of California), and pursuant to the provisions of the Bond Issuance Agreement dated July 1, 2013 (the "Agreement"), made by the City. In such capacity, we have examined such law and such certified proceedings and other documents as we have deemed necessary to render this opinion. Capitalized terms used herein have the meanings specified in the Agreement.

Regarding questions of fact material to our opinion, we have relied upon the representations of the City contained in the Agreement and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The City has duly authorized, executed and delivered the Bonds. The Bonds are valid and binding limited obligations of the City, payable solely from the proceeds of the Net Special Taxes on deposit in the Community Facilities Fund and the Series 2013C Subordinate Bond Reserve Fund to the extent specified in the Agreement.

2. The Agreement constitutes a valid and binding obligation of the City. The Agreement creates a valid lien on the Net Special Taxes and the Bond Reserve Fund for the security of the Bonds.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on

individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from present State of California personal income taxes.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

We express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
25.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Update on Draft Climate Action Plan and Related Sustainability Efforts

Recommendation for Action

Staff recommends that the City Council receive an update on the draft Climate Action Plan and related efforts and provide direction regarding additional information or actions desired.

Discussion

Through 2012, staff worked with Dr. Deb Niemeier and the UC Davis Sustainable Design Academy to develop a draft Climate Action Plan that would provide strategies for the City and community to meet a greenhouse gas (GHG) reduction target consistent with state-established and regional goals. The process included gathering input from a stakeholders group, consisting of representatives of numerous community organizations and institutions, and from additional community members in public workshops and through written submittals. The UC Davis team provided an extensive menu of potential GHG reduction measures and a set of tools for quantifying anticipated GHG reductions associated with those measures and anticipating their ease or difficulty of implementation. In early 2013, a subgroup of the stakeholders worked with staff in three subject-matter groups – energy, land use and transportation, and "other" (e.g., trees, water conservation, waste) - to organize the community input and, using the UC Davis team's tools, suggest a selection of measures that would provide the most feasible way of meeting the City's 2020 GHG reduction goal.

The staff presentation will provide an overview of the results of this effort. In general, meeting the 2020 GHG reduction goal requires a heavy emphasis on increased energy efficiency and renewable energy production as the most practicable overall strategy for short-term reductions, followed by reductions in vehicle emissions. Based on substantial community and stakeholder interest, the draft Climate Action Plan strategies also emphasize increased tree canopy as a very desirable middle- to long-term strategy. Although land use planning strategies can also greatly influence local transportation patterns and volumes, the results of these strategies generally take many years to be realized and land use measures therefore were not considered to have a significant role in meeting the 2020 GHG reduction target.

Several City efforts to pursue energy efficiency and renewable energy aims have proceeded concurrent with the development of the draft Climate Action Plan. Major efforts include the following:

- Collaborating with the other Yolo County jurisdictions to make Property Assessed Clean Energy (PACE) financing available to local commercial property owners through the establishment of a voluntary Mello-Roos community facilities district (CFD) with Ygrene Energy Fund;

- Working with the other jurisdictions to support and promote the Energy Benefits Yolo collaborative purchasing program for community members' home energy efficiency upgrades and solar energy installations;

- Continuing the citywide replacement of high-pressure sodium streetlights with light-emitting diode (LED) lamps, a project that is now 70%-75% complete, and replacing outdoor lights at the Water Pollution Control Facility with LED lights; and

- Selecting a comprehensive energy management program for City facilities that will consider opportunities and financing options for both energy efficiency and renewable energy production.

Conclusion

Staff recommends that the City Council receive the presentation on the draft Climate Action Plan and related efforts and provide direction regarding additional information or actions desired.

Prepared by: Roberta Childers
Environmental Resource Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio
City Manager

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM 25a.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Support for Senate Bill 43 (Wolk), Shared Renewable Energy Self-Generation

Recommendation for Action

Staff recommends that the City Council provide the attached letter of support for Senate Bill (SB) 43.

Fiscal Impact

There is no cost associated with providing support for SB 43. If enacted, SB 43 could enhance economic development efforts by making distributed renewable energy projects more economically feasible and expanding opportunities for businesses to obtain cost-effective renewable energy.

Background

At the June 18 City Council meeting, Vice Mayor Stallard asked that information on SB 43 be brought before the Council to determine whether the Council would support the legislation.

SB 43, introduced on December 4, 2012, is Senator Wolk's second attempt to pass legislation that would provide utility customers with the opportunity to buy energy generated at off-site renewable energy facilities (rather than at their own properties) and get credit for that energy on their utility bills.

SB 43 is summarized as follows in a factsheet prepared by Senator Wolk's office: "SB 43 establishes a program that provides all utility customers – local governments, businesses, schools, homeowners, and renters – to access affordable, renewable energy. The bill will allow energy utility customers who are incapable of generating their own renewable energy on site using solar photovoltaic (PV) panels, windmills, or other generation systems to obtain renewable energy from an off-site renewable energy facility. Additionally, the bill will remove obstacles that deter schools and local governments from pursuing off-site solar opportunities. Customers will be able to purchase up to

100% renewable power with no state subsidies or cost shift to non-participating customers, while creating jobs and cleaning our environment."

According to Senator Wolk's fact sheet, at least 75% of households cannot participate in rooftop solar energy generation because they are renters and do not own their roofs, they do not have strong enough credit, or their roofs are too small or don't receive enough sunlight. The same is true of most businesses, 70% of whom rent or lease their facilities. Furthermore, programs set up to offer schools and local governments an avenue to invest in off-site renewable energy have too many barriers that prevent projects from being cost effective.

SB 43 would establish a pilot program that would allow community renewable energy facilities to sign agreements with utility customers to sell them renewable energy, without shifting the cost to customers who choose not to participate and without spending state money. Customers would receive a credit on their utility bills for the clean power they purchase at an off-site renewable energy facility. The pilot program would be capped at 500 megawatts (MW) of generation.

SB 43 is supported by the League of California Cities, the California State Association of Counties, the Yolo Board of Supervisors, the City of Davis (sponsor), the U.S. Department of Defense, many school districts, and many businesses and organizations.

Discussion

SB 43 would greatly enhance community access to renewable energy options, a major emphasis of the City's climate action goals. SB 43 can simplify the process of selecting a renewable energy provider and increase the renewable energy opportunities available to residents, businesses, and public entities. For example, members of a church congregation could share the electricity generated by a solar system on the roof of their church, and if a participant moved within the same utility service area, the bill credit could simply be reassigned to their new address. A school could subscribe to a portion of a renewable energy system located at a different school. Community members at large could purchase renewable energy from a privately owned local facility at a fixed cost.

A significant advantage of SB 43 is that it can result in solar energy costs that are lower than the costs of rooftop generation due to economies of scale. In addition, it is anticipated that significantly expanding the number of renewable energy customers may lead to cost reductions, resulting in renewable energy costs continuing to be reduced in the future.

Under SB 43, offsite renewable energy customers would pay their full share of all non-generation costs, so that costs are not shifted to non-participating utility customers. The addition of community-based renewable energy to the grid will help utilities increase their renewable power procurement pursuant to the Renewables Portfolio Standard.

Potential local benefits include progress toward climate action goals; job creation; stable energy prices for businesses, residents, and the public sector; and opportunities in both the public and private sectors to use available space for the placement of income-generating renewable energy facilities.

Conclusion

Staff recommends that the City Council provide the attached letter of support for SB 43.

Prepared by: Roberta Childers
Environmental Resource Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

for
Paul Navazio
City Manager

Attachment: Draft City Council letter of support for SB 43

The Honorable Lois Wolk
California State Senate
State Capitol Building, Room 5114
Sacramento, CA 95814

Re: Support for SB 43 (Wolk) – Shared Renewable Energy Self Generation Program

Dear Senator Wolk,

The Woodland City Council supports your Senate Bill (SB) 43, which would create the Shared Renewable Energy Self-Generation Program. Access to affordable renewable energy is key to achieving our local climate action goals, as well as statewide goals. SB 43 would expand access to renewable energy self-generation programs, providing opportunities for all utility customers to voluntarily invest in offsite renewable energy projects and receive utility bill credits in return. Consequently, SB 43 could extend the economic and environmental benefits of renewable energy self-generation to a large portion of our community members who currently have no access: renters, those whose homes are shaded or oriented poorly for solar energy generation, businesses that lease, space-limited public entities, and utility customers who lack sufficient credit to install rooftop solar energy systems.

The City of Woodland supports community-based renewable energy self-generation as a promising way to expand the availability of renewable energy to Californians while taking advantage of the economies of scale resulting from larger renewable energy facilities. Your legislation can provide new uses for degraded or idle land, save participating utility customers money, provide opportunities for investment, create thousands of jobs statewide, and enhance local economic development and business retention by expanding the options for making affordable renewable energy available to businesses. We appreciate that SB 43 could make a significant contribution to reducing community and statewide contributions to climate change impacts without requiring a public investment.

For these reasons, the City of Woodland joins the League of California Cities and many others in supporting the passage of SB 43.

Sincerely,

Marlin H. Davies, Mayor

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: Contract with TerraVerde Renewable Partners for Comprehensive Energy Management Services

Recommendation for Action

Staff recommends that the City Council authorize the City Manager to sign an agreement with TerraVerde Renewable Partners (TerraVerde) for 3 years of comprehensive energy management services.

Fiscal Impact

Staff's intention is to undertake energy projects pursuant to a TerraVerde service agreement only if they would be cost-neutral or provide a positive return on investment. The General Fund budget for Fiscal Year 2013/2014 includes $250,000 that could be used to initiate projects that would be identified and implemented with TerraVerde's assistance. This budget is intended as "seed money" that would be used to start one or more projects that, once implemented, would realize sufficient energy cost savings to cover any investment of City funds.

The TerraVerde fee is based on projects being successfully undertaken rather than a time-and-materials or fixed-rate payment model. TerraVerde would earn the fee only if a project is developed that will meet the City's predetermined financial objectives for the project, with one exception: If the City agrees to release a request for proposals for installation or financing of a project, a proposal is received that meets the City's objectives, and the City decides not to move forward with the project, TerraVerde would be paid a service fee of $20,000 for its efforts.

Background

For several years, the City has desired to take advantage of more energy conservation and renewable energy opportunities in order to reduce its energy costs and contributions to greenhouse gas (GHG) emissions associated with the production of the electricity and gas used in City operations. Since its formation in 2008, the City Council Energy Committee (renamed the Sustainability Committee in

2012) has discussed ideas for reducing energy use and GHG emissions. Over the years, the City has been approached by numerous entities proposing solar energy or energy efficiency projects. However, City staff lacks sufficient expertise and time to navigate through the complex and dynamic array of potential opportunities for energy projects and energy project financing. Realizing this, staff has identified the need to work with an experienced energy advisor to advise and assist the City in making well-informed choices to progress toward meeting our energy and GHG-reduction goals.

TerraVerde is an independent energy advisor to public agencies that works as the agencies' representative to help reduce overall electricity costs and GHG emissions through the development of comprehensive energy management programs. Programs are based on TerraVerde's detailed analysis of energy use, energy costs, and technical and financial feasibility and may include any combination of education and demand management, energy efficiency upgrades, and renewable energy generation. The TerraVerde team has expertise in solar design, energy conservation, public and private finance, engineering, construction oversight, and public construction procurement. TerraVerde is not a seller or installer of equipment but rather provides turn-key project assistance, from analysis of needs and opportunities through project implementation.

TerraVerde works in a strategic alliance with Carlos Urrutia Consulting and NHA Advisors. This group made several presentations to the City Manager and Environmental Services staff members in late 2012, leading to an in-depth presentation to the City Council Sustainability Committee in March 2013. This presentation included the results of a preliminary meter-by-meter analysis of the City's energy use and demonstrated a number of potential opportunities to save energy costs through solar installations. The committee and staff members who were present recommended moving forward with TerraVerde as the City's energy management advisor. Staff solicited feedback from several of TerraVerde's previous and existing clients, including the City of Davis, and received very positive feedback.

<u>Discussion</u>

TerraVerde's approach is different from that of most energy program management providers in that TerraVerde is not part of or affiliated with any installer, supplier, project finance capital source. This independence suggests a more objective approach than may be obtained from companies that sell and install products. TerraVerde works with public agencies to develop the combination of installation and financing that best fits the agency's specific needs, then helps negotiate with vendors on behalf of the agency to ensure that project objectives are met and maximum value is received. In effect, TerraVerde would serve as the City's project manager for energy efficiency improvements and renewable energy projects in close collaboration with City staff, basing projects on financial and performance parameters established by the City.

TerraVerde's data show that public agencies using their independent approach to project specification, design, construction, and project performance oversight benefit from project contract costs, including their fee, ranging 5% to 20% lower than market costs. Staff believes that TerraVerde's involvement in the City's energy management efforts will provide a much needed range of experience and expertise that can result in significant project cost savings for the City.

Total costs associated with retaining TerraVerde to support the City in developing and executing energy projects would be based on the projected energy saved or produced by the City through the projects during the first year of project operation. The compensation structure would have a base cost of 29 cents per kilowatt hour (kWh) projected to be saved/produced, which equates to 8%-10% of the total project cost. A project management cost of 8%-10% is an industry standard for estimating architectural and engineering services for complex projects. TerraVerde's performance-based compensation structure provides the incentive for maximizing energy savings and provides the City with predictability of TerraVerde's fee. It also ensures that there is no financial risk to the City unless after receiving bids for a defined project, the City decides not to proceed with the project.

The attached agreement presents TerraVerde's standard service model. (Note that the service agreement with Davis is an anomaly – a special case that focuses on management of a specific large contract; however, the basic fee structure is the same as in the standard model.)

Following are the basic terms of note in the proposed agreement:

- The Project Development Term is 36 months long. During this time, TerraVerde would have exclusive rights to develop all energy management programs and transactions (i.e., any energy efficiency or renewable energy projects) for the City. Any energy programs and transactions into which the City enters would be subject to Terra Verde's fees, regardless of the extent of TerraVerde's direct involvement in arranging the projects. The rationale for this is that TerraVerde would be providing the City with extensive energy analysis and comprehensive advice that will inform any decisions the City makes about energy saving projects. However, projects already underway or planned at the time of contracting with TerraVerde are not subject to TerraVerde's fee.

- For solar projects, TerraVerde provides Asset Management Services for 2 years. These services include, but are not limited to, providing performance reports, energy savings assessments, warranty enforcement, and annual inspections. After 2 years, the services could be extended annually, at a mutually agreed upon price.

- For all energy management transactions, the City would pay TerraVerde 29 cents per kWh projected to be produced or saved in the first year of operation: 50% upon project contract execution, 10% at design completion, 30% when power generation or savings begins, and 10% upon punch list completion. The production and/or savings are calculated by TerraVerde using data, assumptions, and a methodology approved by the City.

- For Asset Management Services (provided on solar projects), the City would pay TerraVerde at project commissioning 2.2 cents per kWh projected to be produced in the first year. The fee would increase 3.5% annually.

- If the City fails to close a project with a qualifying bidder within 90 days, the City would pay TerraVerde $20,000, unless the failure results from inability to secure financing following good-faith, diligent efforts.

- If the City initiates an energy management program or transaction during the year following the conclusion of the agreement (i.e., in the fourth year following signing of the agreement) that involves a party presented to the City by TerraVerde, then TerraVerde would have exclusive rights to develop the program or transaction, and the fees described above would apply to the transaction.

Commission/Committee Recommendation

The City Council Sustainability Committee received a presentation on TerraVerde's services at its March meeting and encouraged staff to go forward with contracting with TerraVerde.

Alternative Courses of Action

1. Authorize the City Manager to sign an agreement with TerraVerde Renewable Partners for 3 years of comprehensive energy management services.

2. Do not authorize the City Manager to sign the agreement, and provide alternative direction.

Conclusion

Staff recommends that the City Council authorize the City Manager to sign an agreement with TerraVerde Renewable Partners for 3 years of comprehensive energy management services.

Prepared by: Roberta Childers
Environmental Resource Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

____
Paul Navazio
City Manager

Attachments: TerraVerde service agreement

TerraVerde
Renewable Partners
1100 Larkspur Landing, Suite 155
Larkspur, CA 94939

EXCLUSIVE ENGAGEMENT AGREEMENT

THIS EXCLUSIVE ENGAGEMENT AGREEMENT (this "***Agreement***") is made as of **June 19, 2013** (the **"Effective Date"),** between TERRAVERDE RENEWABLE PARTNERS, LLC, a Delaware limited liability company ("***TerraVerde***") and the City of Woodland, a California municipal corporation ("***Client***") (and each of TerraVerde and Client, being a "***Party***", and together the "***Parties***").

RECITALS

A. Client is considering the feasibility of implementing Energy Management programs and measures ("***Energy Management Program***"), including installing photovoltaic electric systems ("***Solar Project***"), installing wind power generating equipment ("Wind Project"), installing systems and equipment that increase energy usage efficiency ("Energy Efficiency"), and evaluating potential project financing (including power purchase arrangements) and ownership structures for such Energy Management Programs ("***Project Financing***"), and desires to engage TerraVerde to assist it in evaluating potential transactions for Energy Management Programs and/or Project Financings (each such transaction, an "***Energy Management Transaction***") as permitted under California Government Code Section 4217.12.

B. Client desires that TerraVerde assist Client in analyzing, evaluating and developing one or more Energy Management Transactions in consideration for the development fees described herein.

C. Client desires that TerraVerde provide Client asset management services in connection with any Energy Management Transaction entered into pursuant to this Agreement in consideration for the asset management fees described herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services Provided/Client Responsibilities.

(a) During the Project Development Term, TerraVerde shall provide the following Project Development Services to Client:

i. Evaluate/analyze Client's electricity usage and rates/costs;

ii. Produce project cash flow scenario(s);

iii. Develop preliminary project sizing, production and savings assumptions;

iv. If appropriate, assist Client in conducting a bidding process (ref. GC 4217.12) for Energy Management Program engineering, procurement, installation and/or service proposals;

v. Explore project financing options (including power purchase arrangements, if appropriate);

vi. If appropriate, assist Client in conducting a bidding process for project financing;

vii. Serve as liaison/facilitate business negotiations with third parties (as requested and needed);

viii. Oversee project implementation, contract compliance, systems commissioning and documentation; and

ix. Upon request of Client, manage inquiries from the public, media, press, agencies, and other interested parties regarding the Energy Management Program(s), as well as assist in preparing outbound communications.

(b) If Client enters into an Energy Management Transaction, then TerraVerde will provide the further following services with respect to such Energy Management Transaction:

i. Assist Client in applying for applicable project incentives and subsidies for the Energy Management Program (as requested and needed).

ii. If Client enters into an engineering, procurement and construction contract or other installation contract with a third party (an "***EPC Contract***") or if it is otherwise appropriate, TerraVerde may at Client's request select an independent engineer, who will review the installation work, verify that such work conforms to the plans and specifications, perform any applicable performance tests and perform such other tasks as TerraVerde deems necessary or useful. Client would directly contract with and pay the independent engineer for these services. TerraVerde would not receive any markup or other fees for this additional service.

iii. Monitor progress under any EPC Contract and recommend approval of any requests for payment under the EPC Contract consistent with the requirements of such contract.

iv. Assist Client with general oversight of construction/installation of the Energy Management Program (as requested/needed).

(c) If the Client completes a Solar Project, then TerraVerde will provide the following Asset Management Services during the Asset Management Term:

i. Quarterly Performance Monitoring Reports

ii. Annual Energy Savings Assessment

iii. Warranty Enforcement and Administration

iv. Address Alarms and Manage Alarm Resolution

v. Annual System Inspection, Equipment Calibration and Testing (if necessary)

vi. Environmental attribute (Renewable Energy Credits, Carbon Offsets, etc.) tracking and registration

vii. Assess need for and manage services for annual PV module washing and vegetation clearing

(d) The Client makes the following acknowledgements and has the following responsibilities in connection with the services provided by TerraVerde:

i. The Client has ultimate responsibility for any decision to proceed with an Energy Management Transaction and to negotiate and enter into any contracts with third parties.

ii. The Client is responsible for ensuring that any bidding process complies with applicable law.

iii. The Client may elect to include any additional bidders in the bidding process.

iv. The Client is responsible for ensuring that the Energy Management Program, any Energy Management Transaction and entering into any arrangements or contracts with third parties complies with applicable law and Client's other obligations.

v. The Client acknowledges that TerraVerde is not providing any legal advice to Client.

vi. The Client acknowledges that TerraVerde is not providing any advice to or on behalf of Client with respect to any municipal financial products or the issuance of municipal securities and is not undertaking any solicitation of Client with respect to municipal financial products or the issuance of municipal securities.

vii. The Client is responsible for performing its obligations under any contracts with third parties.

viii. The Client acknowledges that TerraVerde does not control and is not responsible for third parties performing their obligations under any contracts with Client.

ix. The Client shall provide TerraVerde (and its agents) and any independent engineer access to the Energy Management Program facilities, sites or data at reasonable times and on reasonable advance notice.

x. The Client has ultimate responsibility for applying for any applicable incentives and subsidies for the Energy Management Program and satisfying the requirements of such incentives and subsidies.

xi. The Client agrees to complete, execute and deliver a Notice of Minimum Savings in the form set forth on ***Exhibit A*** (a "Notice of Minimum Savings") prior to TerraVerde assisting Client with any formal bidding process.

2. Term and Termination.

(a) The project development term shall commence on the date of this Agreement and expire on the date that is thirty-six (36) months after the date of this Agreement, or the expiration of incentive reservations made during the ***Term***, whichever is longer, unless the parties mutually agree to extend the Agreement in writing (the "***Project Development Term***").

(b) During the Project Development Term, TerraVerde shall have exclusive rights to develop all Energy Management Programs, Solar Projects, Wind Projects, Energy Efficiency and Energy Management Transactions for Client. The parties understand and agree that as of the Effective Date, the City has already planned or started certain projects ("Existing Projects") that could be subject to this Agreement. The Existing Projects include, but are not limited to, the City's LED streetlight retrofit and an aeration project for the City's wastewater treatment plant. The Existing Projects are not included as a part of this Agreement.

(c) The term for provision of asset management services hereunder shall commence on the date of project commissioning and shall continue for two years (the "***Asset Management Term***").

(d) After the initial two year Asset Management Term, the Client may elect to extend the Asset Management Term on an annual basis, at a mutually agreed upon price, by providing written notice to TerraVerde of such extension no later than 30 days prior to the end of the Asset Management Term, subject to TerraVerde's acceptance of such extension.

(e) Termination for Cause. If either party is in default of this Agreement, including if either party fails or neglects to perform any of the duties or responsibilities contained in this Agreement, and such default continues for a period of thirty (30) days or more after the non-defaulting party notifies the defaulting party in writing of such default, and the defaulting party fails to correct the default within said applicable time period, then the non-defaulting party may terminate this Agreement. In such event, Client shall pay TerraVerde any amount owed within ten (10) business days of termination.

3. Compensation of TerraVerde.

(a) For Project Development Services provided hereunder with respect to any Energy Management Transaction entered into by Client hereunder, the Client shall pay to TerraVerde a fee equal to 29 cents per kilowatt hour ($0.29/kWH) projected to be produced or saved within the first year of operation for any Energy Management Transaction (a "***Development Fee***"). TerraVerde shall prepare an initial estimate of projected kWh produced (with respect to a Solar Project or a Wind Project) and/or kWh reduced (with respect to Energy Efficiency measures) based upon its data and analysis and standard industry practices, which shall then be shared with Client. Client shall, by written notice to TerraVerde, either approve or disapprove such methodology for calculating such increased production or decreased usage. If Client disapproves of such methodology, then TerraVerde and Client shall work together in good faith to determine the appropriate methodology. Upon reaching agreement in writing, such methodology (as may be modified by mutual agreement of the parties from time to time) shall be used to determine TerraVerde's compensation. Client acknowledges that TerraVerde shall not be obligated to perform any material work hereunder until such methodology is approved.

(b) For Asset Management Services provided hereunder with respect to any Solar Project entered into by Client during the Term, the Client shall pay to TerraVerde a fee equal to 2.2 cents ($0.022/kWH) per kilowatt hour projected to be produced within the first year of operation for any completed Solar Project ("***Asset Management Services Fee***"), paid at project commissioning. Such fee shall increase by 3.5% annually thereafter. The estimate of projected energy savings paid pursuant to this Section 3(b) shall be calculated in the same manner as in Section 3(a).

(c) To the extent that (i) TerraVerde assists Client in conducting a bidding process for engineering, procurement and construction proposals and/or project financing for a proposed Solar Project or Energy Management Program under Government Code 4217.12 and (ii) such bidding process results in Client receiving one or more bids meeting the minimum savings identified on the applicable Notice of Minimum Savings, and (iii) notwithstanding (ii), Client elects not to close a Solar Project or Energy Management Program with any bidder submitting a qualifying bid within ninety (90) days of the deadline for receipt of bids, then Client shall pay to TerraVerde, for its services provided hereunder, a fee of twenty-thousand dollars ($20,000) (the "***Service Fee***"). A "qualifying bid" for purposes of this Agreement shall mean a timely and complete bid that satisfies all legal and performance requirements specified in the bidding documents, The Service Fee shall be payable within ninety (90) days of the deadline for receipt of bids. TerraVerde shall determine whether such thresholds have been met in its discretion exercised in good faith. Upon request, TerraVerde shall provide a written explanation of its determination to Client. Notwithstanding the foregoing, if the Client makes good faith diligent efforts to obtain financing for the Solar Installation or Energy Management Program and is unable to obtain such financing per the minimum terms described in the Notice of Minimum Savings and Client elects not to proceed with such Energy Management Transaction solely because of such failure to obtain such financing, then Client shall not be obligated to pay the Service Fee to TerraVerde, provided that Client provides written notice to TerraVerde of such facts along with any supporting documentation reasonably requested by TerraVerde.

(d) Client further agrees that if it enters into an Energy Management Transaction in contravention of Section 2(b) then Client shall, upon entering into such Energy Management Transaction, pay TerraVerde a Development Fee (as defined in Section 3(a)) for such Energy Management Transaction as calculated under Section 3(a), whether or not TerraVerde provides any services with respect to such Energy Management Transaction.

(e) Client further acknowledges that TerraVerde may develop and participate in a process and/or project with City that extends beyond the Project Development Term of this Agreement. As such, Client agrees that if Client initiates an Energy Management Program or Energy Management Transaction during the one-year period following termination or the conclusion of the Project Development Term of this Agreement that involves a party presented to Client by TerraVerde, then (i) TerraVerde shall have exclusive rights to develop such Energy Management Program or Energy Management Transaction for Client and (ii) the Client shall pay to TerraVerde a Development Fee in the amount described in Section 3(a) with respect to such Energy Management Program or Energy Management Transaction. This payment obligation shall survive termination or expiration of the Agreement but shall not apply if early termination of this Agreement is caused by TerraVerde's uncured breach of this Agreement.

(f) The Development Fee for any Energy Management Transaction shall be paid to TerraVerde as follows:

i. 50% of the fee shall be paid upon Client entering into such Energy Management Transaction by executing an EPC Contract, an agreement for financing (including any power purchase agreement), or any other definitive agreement reflecting the material terms of or otherwise relating to, such Energy Management Transaction;

ii. 10% of the fee shall be paid upon completion of the approved design for the applicable Energy Management Program;

iii. 30% of the fee shall be paid at the time the applicable Energy Management Program begins generating power or energy savings for the Client on a continuous and regular basis (pro rating such payment as appropriate if portions of the Energy Management Program are implemented at different times); and

iv. 10% of the fee shall be paid upon final completion of any remaining punchlist items with respect to the Energy Management Program.

(g) Client acknowledges that in addition to the fees payable to TerraVerde, Client will be responsible for (a) all project development and installation costs in connection with any Energy Management Transaction, including without limitation, all PV system installation cost, other systems costs, construction contingency, third party engineering, third party inspection and permitting (including Division of State Architects), third party commissioning, inspection and testing, third party consulting and underwriting costs, legal costs, transmission network upgrade costs, registration costs of environmental attributes, insurance costs, and other development costs, (b) any and all financing costs and reserves, construction debt legal, permanent debt legal, third party financial consulting, principal and interest reserve funds, capitalized interest funds, capital costs of issuance, underwriter's discounts and fees, bond insurance, escrow or trustee costs, and other financing costs, and (c) any operations and maintenance costs of any Solar Project or other Energy Management Program.

4. No Additional Agreements; Definitive Documentation. Neither the execution of this Agreement, the holding of discussions, negotiations nor the exchange of material or information shall be construed as creating a binding obligation on Client to enter into any definitive agreement with respect to or otherwise consummate any Energy Management Transaction. Client reserves the right, in its sole discretion, to reject any and all proposals made by any third party with regard to any Energy Management Transaction and to terminate discussions and negotiations of Definitive Documentation at any time. For purposes of this Agreement, "Definitive Documentation" includes a power purchase agreement, a purchase agreement, a site or equipment lease, an engineering, procurement and construction contract, and/or project and financing documents and/or any related documents. Such a termination of discussions or negotiations regarding Definitive Documentation will not affect any of the obligations of the Parties under this Agreement. Client acknowledges and agrees that if it decides to proceed with any Energy Management Transaction, it will be required to document the terms of it through execution of Definitive Documentation as negotiated by the Client and any applicable third parties, which shall contain the economic and other material terms of the Energy Management Transaction. Client acknowledges that it is solely responsible for negotiating any Definitive Documentation with any third parties and ensuring that such documents adequately protect Client and satisfy the Client's economic, power and other requirements. Client acknowledges that TerraVerde does not control, and is not responsible for the performance or conduct of, any third parties dealing with the Client.

5. Confidentiality

(a) Confidential Information. TerraVerde may, from time to time, disclose trade secrets, including without limitation, financial tools, formulas, and models marked as confidential ("***Confidential Information***") to the Client or its representatives for the purpose of evaluating the Energy Management Transaction.

(b) No Disclosure. Client acknowledges that the Confidential Information is known only to certain individuals at TerraVerde who are using it to produce a service of commercial value. Such information gives its user an opportunity to obtain a business advantage over competitors who do not know or use it and, as such, TerraVerde deems the Confidential Information to constitute trade secrets under California Government Code Section 6254.7(d). The Client and its officers, commissioners, employees, agents, council members, attorneys and directors, as those terms may apply to the Client, use the information solely for evaluating one or more Energy Management Transactions and shall not disclose any of the Confidential Information in any manner whatsoever, except as required by law, including the California Public Records Act. If at any time Client reasonably determines that it is legally required to disclose such Confidential Information, Client shall give TerraVerde sufficient advance notice to take action to protect such information and shall cooperate with TerraVerde in such effort to the extent that Client is legally permitted to do so.

6. Representations of each Party. Each Party represents that: (a) it is duly authorized and empowered to enter into this binding Agreement; (b) this Agreement is a legal, valid and binding obligation of such party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to (i) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (ii) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law); (c) it is not a party to or bound by any agreements, contracts, instruments, court orders or judgments which would conflict with or violate this Agreement; and (d) that its execution of this Agreement and performance of its obligations under this Agreement will not violate any law or regulation applicable to such Party.

7. Damages. Client acknowledges that any breach of Section 2(b) or 3(e) will cause TerraVerde material economic harm (including, for example, loss of Development Fees) and that adequate damages in the event of Client's breach of Section 2(b) or 3(e) will be difficult if not impossible to calculate. Accordingly, the Parties agree that in the event of a breach of Section 2(b) or 3(e) by Client, Client shall be liable to TerraVerde for the payment of the amounts described in Section 3(d) or 3(e) as applicable. The Parties acknowledge and agree that such amounts represent a reasonable estimate of anticipated damages to TerraVerde and do not constitute a penalty.

8. Successors and Assigns. This Agreement and each Party's obligations hereunder shall be binding on the representatives, assigns, and successors of such Party and shall inure to the benefit of the assigns and successors of such party . Neither Party shall be permitted to assign this Agreement or such Party's rights and obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that the rights and obligations of TerraVerde may be assigned to an affiliate company (a branch, division, or subsidiary of TerraVerde) without the prior written consent of Client.

9. Governing Law. This Agreement and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of California. The Parties hereby irrevocably consent to the jurisdiction of the state courts located in Yolo County, California and federal courts located in the city of Sacramento, California, in any action arising out of or relating to this Agreement.

10. Waiver of Jury Trial. Client understands that TerraVerde desires to waive a jury trial in the event the parties are engaged in litigation or another legal proceeding arising out of, or relating to, this Agreement and the transactions it contemplates. Client agrees to consider waiving a jury trial in this event.

11. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reimbursement for all out of pocket costs and expenses, including without limitation, reasonable attorneys' fees.

12. Entire Agreement. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements

between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

13. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect and are not affected or impaired in any way.

14. Amendments. This Agreement may not be amended or modified except in writing signed by each of the Parties to the Agreement.

15. No Partnership/Agency. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency, employment or fiduciary relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

16. No Restriction on Business of TerraVerde. Nothing contained herein shall restrict the business activities of TerraVerde, and TerraVerde shall be free to enter into similar agreements and arrangements with other parties.

17. Independent Contractor. Without limiting the generality of Section 15, neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of either Party shall create an employment relationship between Client and TerraVerde for any purpose. TerraVerde shall perform its obligations under this Agreement as an independent contractor and not as an employee of the Client. TerraVerde shall have no power or authority by this Agreement to bind the Client in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by TerraVerde are employees, agents, contractors or subcontractors of TerraVerde and not of the Client. The Client shall not be obligated in any way to pay any wage claims or other claims made against TerraVerde by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

18. Conflicts of Interest. During the Term of this Agreement, neither TerraVerde nor its members, employees or agents shall have a financial interest in any Energy Management Transaction other than TerraVerde's rights under this Agreement. Client acknowledges that TerraVerde may have previously had or may currently have agreements or a business relationship with or received compensation from other parties to the Energy Management Transaction and TerraVerde may enter into agreements or business relationships or receive compensation from such third parties in the future, provided that (i) such agreements, relationships or compensation are not related to or contingent upon Client or any Energy Management Transaction and (ii) TerraVerde does not and will not have any financial interest in any Energy Management Transaction other than TerraVerde's rights under this Agreement.

TerraVerde shall be responsible for ensuring that it complies with California's conflict of interest laws, including but not limited to Government Code section 1090 *et seq*.

19. Indemnification. TerraVerde, its agents, representatives, employees, contractors, successors, and assigns shall be solely responsible for, and shall indemnify, defend (by counsel reasonably satisfactory to the City Attorney), and hold the Client, its officers, directors, agents, employees, counsel, and volunteers acting for or on behalf of Client (collectively "Indemnified Parties") harmless from and against any and all costs, claims, damages, losses, causes of action, liability, and expenses (including but not limited to attorneys' fees and expert witness fees) to the extent arising out of, or resulting from, a third party claim for death, bodily injury or property damage due to any grossly negligent or intentional act or omission (including misconduct) of TerraVerde or its agents, representatives, employees, contractors, successors, or assigns, except to the extent that such cost, claim, damage, loss, cause of action, liability, or expense was caused by the negligence or willful misconduct of any of the Indemnified Parties. It is a condition to TerraVerde's obligations under this section 19 that Client provide timely notice of any third party claim with respect to which TerraVerde may have liability under this Section 19. TerraVerde shall have the right to assume control of the defense of any such third party claims. TerraVerde shall have the right to settle or compromise any such claims provided that TerraVerde has received Client's written consent, which consent shall not be unreasonably withheld or delayed.

20. Third Parties. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Parties.

21. Interpretation. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

22. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given on the date sent if delivered by hand or by email with an attachment in a portable document format (.pdf) or similar file format, on the next business day if sent by overnight courier or on the third business day if sent by United States mail, postage prepaid, to each party at the following address (or at such other address as a Party may specify by notice under this section):

If to TerraVerde:

TerraVerde Renewable Partners, LLC
1100 Larkspur Landing, Suite 155
Larkspur, CA 94939
Attention: Rick Brown, PhD
Email: Rick.Brown@TVRPLLC.com

If to Client:

City of Woodland
300 First Street
Woodland, CA 95695

Attn: Paul Navazio, City Manager
Email: paul.navazio@cityofwoodland.org

If notice is sent via electronic email, it shall be considered delivered as of the following business day. Either party is authorized to amend this Section 22 to reflect changes in personnel, addresses, and/or e-mail addresses.

23. Counterparts. This Agreement may be signed in counterparts, which together shall constitute one agreement. The delivery of an executed counterpart of this Agreement by portable document format (.pdf) shall be deemed to be valid delivery thereof.

[SIGNATURE PAGE FOLLOWS]

The parties have entered into this Exclusive Engagement Agreement as of the date first written above.

TERRAVERDE RENEWABLE PARTNERS, LLC,
a Delaware limited liability company

By: ______________________________
Rick Brown, PhD
President

City of Woodland
a California municipal corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

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EXHIBIT A

Form of

Notice of Minimum Savings

Reference is made to that certain Exclusive Engagement Agreement, between TerraVerde Renewable Partners, LLC ("***TerraVerde***") and the City of Woodland (the "***Client***"), dated as of _________ 2013. The undersigned Client hereby certifies to TerraVerde that a qualifying bid shall be a bid that meets the following criteria:

(1) The applicable Solar Transaction and/or Energy Management Transaction is projected to produce aggregate net cost savings of $___________ over Client's current grid-based power for the first year after such Solar Installation has achieved commercial operation.

(2) The applicable Solar Transaction and/or Energy Management Transaction is projected to produce aggregate net cost savings of $___________ over Client's current grid-based power for the first five (5) years after such Solar Installation has achieved commercial operation.

(3) The applicable Solar Transaction and/or Energy Management Transaction is projected to produce aggregate net cost savings of $___________ over Client's current grid-based power for the first twenty-five (25) years after such Solar Installation has achieved commercial operation.

Client acknowledges that TerraVerde shall determine whether such thresholds have been met in its discretion exercised in good faith.

Client acknowledges that the standards above are projections and that TerraVerde is not guaranteeing any particular level of power production, cost savings or other results.

Client: City of Woodland

Signature: _____________________________

Name: _____________________________

Title: _____________________________

City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
26.

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 2, 2013

SUBJECT: City Council Priority Goals – 2012-2014
Update

Recommendation for Action

Staff recommends that the City Council receive this informational staff report summarizing progress made to date on the City Council's Priority Goals for 2012-14.

Fiscal Impact

This is an informational report and, as such, the recommendation included in this report does not result in any specific fiscal impact to the City. The City Council goals have served as a framework from which specific recommendations for one-time and on-going budget allocations were recommended to and approved by Council on June 18, 2013 for FY2014.

Background

Soon after their official seating in July 2012, the current City Council participated in a series of study sessions specifically focused on establishing priority goals for 2012-2014. This goal-setting discussion was set in motion by Mayor Davies, wherein in his inauguration address he offered six overall goals for the Council to focus on during his two-year term as mayor. The City Council largely endorsed the goals set forth by Mayor Davies, and worked collaboratively to formulate the City Council Priority Goals for 2012-2014 as summarized for Council on November 6, 2012. The purpose of this report is to provide an update to the Council on the status of those goals, highlight major accomplishments of the past fiscal year, and to establish key milestones for FY2014.

The Council selected six Major Goal Areas for focus over the two year period:

- Quality of Life – *Maintain and enhance Woodland's quality of life by ensuring the highest level of public safety, promoting a wide range of parks and recreational facilities and activities, and provision of exceptional public services, consistent with community expectations.*

- Strengthening Downtown – *Revitalize the Downtown district as the heart of the City, and center of civic activity, by enhancing a mix of residential and commercial activity, while reserving its historic and cultural resources and small-town character.*

- Economic Development/Job Creation – *Provide for a diversified economic base with a range of employment opportunities by supporting growth of existing businesses, and providing expanded opportunities for new businesses through targeted infrastructure investments and leveraging existing community and regional assets.*

- Infrastructure – *Ensure that the City's physical infrastructure is planned, funded and maintained to provide for current and future community needs, in support of commercial, recreational and environmental requirements and standards, while managing the overall cost consistent with available resources.*

- Fiscal Responsibility – *Maintain a structurally balanced budget where current services can be sustained with ongoing, recurring revenues, while maintaining prudent reserves, adequately funding infrastructure maintenance and replacement needs, and addressing long-term unfunded liabilities and debt obligations.*

- Governance/Organizational Effectiveness – *Promote a local government and city organization that is committed to meeting the needs of the community, encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.*

Discussion

Over the past year, Council, city management and staff have worked very hard at focusing the limited resources towards activities connected to the Council goals. While not every work-effort can be centered on a specific goal, we have tried to summarize the progress made towards specific identified initiatives.

Quality of Life

Completed Initiatives

- Council approved a one-time allocation of $250,000 to be made available for energy efficiency activities.
- Entered into a three-year agreement for the Homeless Coordination Project.
- Reinstated funding for the Library to update publications, both in print and electronic media.

Initiatives In-Progress

- Youth Gang Reduction, Intervention, & Prevention Coordinator recruitment is underway with hopes of finding a coordinator in the next month.

- The Mayor has established a Committee on Homelessness comprised of key community members representing the non-profit groups, social services, ecumenical ministries, the court system and mental health.
- The City successfully obtained a Safe Routes to School Grant of $450,000 to help provide safer pedestrian and bicycle access to and from our schools.
- Successful partnership between the City, PG&E and many others to provide a Community 4th of July event.
- Renovation of Brooks Swim Center to include pool surfacing, starting blocks and two warm up lanes to be completed by the end of 2013.
- Providing back stop and fencing upgrades at Clark Field to enhance the facility and increase safety in the surrounding neighborhood.

FY 2014 Initiatives

- Enter into an agreement with TerraVerde to provide a comprehensive energy management program for City facilities that will consider opportunities and financing options for both energy efficiency and renewable energy production.
- Complete the Climate Action Plan.
- The environmental services staff will be updating the City Ordinance that pertains to water conservation in an effort to encourage voluntary water conservation throughout the community.

Strengthening Downtown

Completed Initiatives

- A Downtown Sub-Committee was formed, held several Downtown Jam sessions and presented a final report to Council on 6/4/13.
- Council approved a one-time allocation of $100,000 to be made available for improvements to the downtown area as well as increased the budget allocation by $50,000 for FY 2014 to better provide resources, maintenance and support.
- Council approved a one-time allocation of $100,000 to be made available for the State Theater to ensure that the facility does not fall into further disrepair.

Initiatives In-Progress

- The Yolo County Courthouse Project broke ground and is scheduled for completion in 2015.
- The State Theater Management Group and the Woodland Opera House are continuing to work together on the future use of the State Theater.
- City staff has site evaluation underway for a possible Downtown Multi-plex Theater and mixed use project.

FY 2014 Initiatives

- The Downtown Specific Plan will be taken into consideration with the General Plan Update
- Enhance street lighting, signage and wayfinding throughout the Downtown area.

- Create a free Wi-Fi area within the Downtown area.
- Consider use of remaining RDA bond proceeds to provide funding for key projects in the Downtown area.

Economic Development/Job Creation

Completed Initiatives

- Entered into a contract with Love Ride, Inc. to repurpose Dubach Park as Velocity Island Cable Park which could create jobs as well as promote greater tourism in the community.
- Successfully received Certificate of Compliance from the Department of Finance on dissolution of the Redevelopment Agency (RDA); and received authorization to program $4.2 million in remaining RDA bond proceeds.

Initiatives In-Progress

- The General Plan Update is well underway with completion scheduled for June 2014.
- A Council Subcommittee on Economic Development was formed and has been meeting regularly to focus on key goals for the community.
- Staff continues to work with consultants to find an economically feasible, preferred Cache Creek Flood Protection Project that can be submitted by January 2014 for the Central Valley Flood Protection Plan and ultimately create a partnership with Department of Water Resources and the Corp of Engineers to find a flood solution for the community.

FY 2014 Initiatives

- Complete a Master Tax Sharing Agreement with Yolo County.
- Pursue increase in the Transit Occupancy Tax to be used to fund coordination of Downtown activities that support current and future businesses.

Infrastructure

Completed Initiatives

- Completed the Lemen and North Intersection Improvement Project.
- Completed the I-5/County Road 102 Interchange Project.
- Completed the Pioneer Widening Project.
- Completed Phase 3 of the Series Street Light Replacement Program.
- Completed Phase 2 & 3 of the Park Irrigation Project.

Initiatives In-Progress

- The Woodland-Davis Clean Water Agency is in the process of negotiating with CH2MHill to enter into a Design Build Contract for Completion of the Surface Water Supply Project.
- The Kentucky Avenue reconstruction project is currently in design.

- The final phase of the Parks Irrigation Project is underway in Freeman Park.
- The Aeration Retrofit of an Oxidation Ditch project has almost completed design. This project will bring our solids handling capacity to the same level as our hydraulic loading to maximize WPCF plant efficiency and ensure that we remain in compliance with upcoming Regional Water Quality Control Board (RWQCB) permit requirements.

FY 2014 Initiatives

- East Kentucky Road Rehabilitation will be complete including bikeway connectivity to CR 102.
- E. Main Street Improvement Project which will not only provide aesthetic enhancement to the east side of E. Main Street, but provide improved bicycle connectivity between E. Main Street and Pioneer Avenue.
- Appropriated $300,000 of one-time funds and an additional $50,000 to begin a Facilities Fund to be used to meet current and future City facility repair and replacement needs.
- Construct the City's first above ground water tank which will allow the mixing and storage of ground water and surface water to provide adequate water supply to meet peek day water demand.

Fiscal Responsibility

Completed Initiatives

- Entered into contract to establish an irrevocable trust to better meet our Other Post Employment Benefit (OPEB) Obligations.
- Adopted a balanced FY2014 Budget that meets the reserve requirements as required in the City's Budget & Fiscal Policy as well as plans for the future expiration of the MSV ¼ cent sales tax.
- Anticipated implementation of new labor agreements that are fair and sustainable for the future.
- Re-paid a loan to the General Fund of $1.6 million from the water and sewer enterprise funds.
- Re-paid a loan from the vehicle replacement fund to the General Fund that allows for the current vehicle replacement needs, primarily of public safety units.
- Updated Springlake Building Unit Allocation (BUA) Ordinance to encourage and support future development.
- Adopted a 5-year Budget Forecast to ensure that revenues and expenditures remain aligned through a prudent spending plan.
- Provided quarterly budget updates to the Council to ensure periodic review and validation of revenue and expenditure forecasts throughout the fiscal year.

Initiatives In-Progress

- Updated Sewer Rate Study to ensure that sewer fees are adequately aligned with current and on-going revenue needs for maintenance and repair, capital improvement, and debt service management.

- Review and update City User Fees to ensure that they are commensurate with actual costs of providing services.

FY 2014 Initiatives

- Update the Budget and Fiscal Policy to best reflect current and future budgetary practices.
- Negotiate and enter into contract with remaining employee groups to provide fair and sustainable labor agreements.

Governance/Organizational Effectiveness

Completed Initiatives

- Completed the Remodeling of City Hall which improved customer service to the community and enhanced internal communication between departments.
- Revised job descriptions for the Electrical/Electronic and Information Technology classifications to better fit the existing job market and position expectations.
- Updated some City Policies and Ordinances including the Purchasing Ordinance and the Vehicle Use Policy.
- Contracted with Kim Floyd Communications to provide public outreach services to better inform the community on water, sewer and flood related initiatives.

Initiatives In-Progress

- Continued discussions with Yolo County on shared services in the area of fleet and facilities management.
- Update and improve the City's website to be more intelligible including a new user interface.
- Restructure the Community Development Department to better align staff resources with available revenue.
- Pursue implementation of changes to the Council Election process to comply with the California Voting Rights Act (CVRA).

FY 2014 Initiatives

- Approved funding to create a Community Services Department that will better serve and support Woodland's needs for recreation, downtown, and community event activities.
- Install an improved web portal for creation, review, approval and archiving of public meetings including City Council and Boards and Commissions.

While we still have much more work to do, we have made great strides towards the Council's Goals and Priority Initiatives. With limited resources, some initiatives will be impossible to implement within the two-year window. Staff will be planning another review of the Council's Goals later in the summer to review the initiatives and determine key milestones and/or determine fiscal feasibility.

Conclusion

Staff recommends that the City Council receive this informational staff report summarizing progress made to date on the City Council's Priority Goals for 2012-14 and provide any additional comments or direction for staff as we move into this new fiscal year.

Prepared by: Lynn Johnson
Senior Management Analyst

for Paul Navazio
City Manager

Attachment: City Council Priority Goals as Presented November 2012

CITY COUNCIL GOALS - 11/6/12

GOAL ARE/ FISCAL RESPONSIBILITY

Goal Statement / Objective(s) - ***What are we trying to accomplish?***
Maintain structurally-balanced budget where current services can be sustained with ongoing, recurring revenues, while maintaining prudent reserves, adequately funding infrastructure maintenance and replacement needs, and addressing long-term unfunded liabilities and debt obligations.

Goal Strategies: ***How do we envision accomplishing this goal / objective(s)***

A Ensure ongoing expenditures are supported by ongoing revenues; one-time sources applied to one-time needs
B Maintain prudent reserves across all major operating funds
C Achieve agreement on fair and sustainable labor contracts
D Implement measures to address long-term unfunded liabilities
E Reduce burden of existing debt obligations

Critical Initiatives / Special Projects - ***What specific work plan efforts are most likely to advance this goal and related strategies?***

* Review and update comprehensive budget and fiscal management policies
* Review and revise labor agreements to better manage short- and long-term personnel costs
* Implement regular budget updates and ongoing refinement of long-range financial forecasts and plans
* Identify opportunities to re-allocate existing resources in support of highest priority community needs
* Implement Multi-Year Budget Process to improve financial planning and enhance organizational stability
* Undertake Comprehensive Fee Study
* Implement update to Springlake Building Unit Allocation (BUA)

GOAL ARE/ ECONOMIC DEVELOPMENT / JOBS

Goal Statement / Objective(s) - ***What are we trying to accomplish?***
Provide for a diversified economic base with a range of employment opportunities by supporting growth of existing businesses, and providing expanded opportunities for new businesses through targeted infrastructure investments and leveraging existing community and regional assets.

Goal Strategies: *How do we envision accomplishing this goal / objective(s)*

A Update General Plan
B Comprehensive Review of City Codes and Regulations
C Implement and Promote Business-Friendly Culture - "Open for Business"
D Develop Plan to Mitigate Flood Issues in City's Industrial Area
E Collaborate with Local and Regional Agencies/Organizations to Market and Promote Targeted Business opportunities: Cities/County/UCD/Chamber/Business Associates
F Establish Economic Development Committee and Inter-disciplinary Economic Development Team

Critical Initiatives / Special Projects - *What specific work plan efforts are most likely to advance this goal and related strategies?*

* Implement Master Tax-Sharing Agreement with Yolo County
* Complete Lower-Cache Creek Flood Study and Implementation Plan
* Gateway II Project
* Upgrade and siting of Auto-Dealerships
* Implement On-line Permitting Process

* Enhance collaboration with YCVB to promote Woodland and destination site tourism
* Improve Infrastructure / Industrial Area
  - Capital Infrastructure
  - Technology
  - Amenities

GOAL ARE/ STRENGTHEN DOWNTOWN

Goal Statement / Objective(s) - *What are we trying to accomplish?*
Revitalize the Downtown district as the Heart of the City, and center of civic activity, by enhancing mix of residential and commercial activity, while preserving its historic and cultural resources and small-town character.

Goal Strategies: ***How do we envision accomplishing this goal / objective(s)***

A Establish Downtown Committee / Task Force
B Update Downtown Specific Plan - focus on refinement/modifications
C Improve Live/Work Balance in the Downtown district
D Seek to leverage remaining Redevelopment Assets and Financing tools for targeted projects
E Increase number and frequency of Special Events and Community Activities throughout the downtown
F Explore opportunities for creating vibrant downtown beyond "9-5" business day.

Critical Initiatives / Special Projects - *What specific work plan efforts are most likely to advance this goal and related strategies?*

* Construction of Downtown Multi-plex Theater and mixed-use project
* Renovation of State Theater
* Courthouse Project
* Main Street Beautification Project
* Downtown Street Lighting and Signage Upgrade
* Develop Downtown 'gateway" project
* Improve access and availability of downtown parking
* Targeted improvements/upgrades to alleys for circulation and activity

GOAL ARE/ INFRASTRUCTURE

Goal Statement / Objective(s) - *What ore we trying to accomplish?*
Ensure thot the City's physical infrastructure is planned, funded and maintained to provide for current ond future community needs, in support of commercial, recreationol and environmental requirements and standards, while managing the overoll cost consistent with available resources.

Goal Strategies: ***How do we envision accomplishing this goal / objective(s)***

A Secure long-term, reliable and high-quality water supply
B Manage existing infrastructure to reduce long-term cost of maintenance and replacement needs
C Seek support for securing Federal/State, regional and local funding for major infrastructure projects
D Explore regional opportunities for sharing of infrastructure facilities to reduce environmental impacts and reduce costs
E Complete Cache Creek Flood Control Plan
F Update Facilities Master Plan to include energy plan for agriculture

Critical Initiatives / Special Projects - *What specific work plan efforts are most likely to advance this goal and related strategies?*

* Implement WDCWA Surface Water Project
* Process Improvements at Wastewater Treatment Facility
* Explore opportunities for Regional Wastewater Treatment
* Update comprehensive Street and Sidewalk maintenance program and related funding mechanism
* Identify means to increase funding for maintenance of parks and urban forest
* Expand Bicycle and Pedestrian -friendly infrastructure in support of active lifestyle and environmental quality
* Complete Kentucky Avenue Reconstruction Project
* Address flood issues in Industrial Area
* Management Plan for addressing State/Federal storm water regulations

GOAL ARE/ MAINTAIN QUALITY OF LIFE

Goal Statement / Objective(s) - *What are we trying to accomplish?*
Maintain and enhance Woodland's quality of life by ensuring the highest level of public safety, promoting wide range of parks and recreational facilities and activities, and provision of exceptional public services, consistent with community expectations.

Goal Strategies: *How do we envision accomplishing this goal / objective(s)*

A Ensure appropriate staffing and resource support of public safety departments, programs and initiatives
B Expand Crime Prevention and Neighborhood Watch and Community Emergency Response Teams (CERT)
C Identify opportunities to restore funding to expand recreation programs and library services
D Ensure adequate funding to maintain parks, street-scapes, and other community amenities
E Promote bicycle and pedestrian friendly infrastructure: downtown, community, and safe-routes to school
F Identify opportunities to achieve city-wide conservation goals for use of energy, water, and other natural resources
G Work collaboratively with WJUSD and WCC to support enhanced educational opportunities and academic achievement goals
H Promote expanded community events in neighborhood parks

Critical Initiatives / Special Projects - *What specific work plan efforts are most likely to advance this goal and related strategies?*
* Implement Youth Gang Reduction, Intervention, Prevention (YGRIP) Initiative
* Explore opportunities for expanded shared services for fire services
* Complete upgrades to Brooks Aquatics Center
* Adopt/Implement Community-supported Climate Action Plan and related green house gas reduction targets
* Identify opportunities to implement cost-effective renewable energy projects
* Implement improvements to Clark Field

GOAL ARE/ GOVERNANCE / ORGANIZATIONAL EFFECTIVENESS

Goal Statement / Objective(s) - *What are we trying to accomplish?*
Promote local government and city organization that is committed to meeting the needs of the community, encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.

Goal Strategies: *How do we envision accomplishing this goal / objective(s)*

A Build-up and strengthen collaborations with Yolo County and its cities
B Actively engage in advocacy at State/Federal level to support City interests
C Partner with community-based organizations to leverage community assets towards common objectives
D Empower city employees and work groups
E Enable appropriate alternative service models

Critical Initiatives / Special Projects - *What specific work plan efforts are most likely to advance this goal and related strategies?*

* Implement organizational changes to align resources and responsibilities for effective delivery of services
* Review City Policies and Procedures; update City Business Model
* Expand and improve customer service with aid on e-governance tools and technologies
* Improve Public Information and Outreach to engage community in City issues and activities
* Establish bi-annual community survey tool
* Conduct series of Town Hall meetings with the focus on neighborhood issues
* Develop performance-management system to promote transparency and accountability
* Implement labor/management work group