# City of Woodland

*300 First Street*
*Woodland, CA 95695*

# Meeting Agenda - Final

**Tuesday, December 17, 2013**

**6:00 PM**

**Council Chambers**

## <u>City Council</u>

**CITY COUNCIL**
**CLOSED SESSION AGENDA**
**DECEMBER 17, 2013**
**5:30 P.M.**

**A. CALL TO ORDER**

**B. CLOSED SESSION**

**B.1 Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation Pursuant to Section 54956.9(c)**
**Number of Cases: 1**

**B.2 Conference with Real Property Negotiators:**
**Property: Yolo County Assessor's Parcel Number 005-224-007 (707 Main Street)**
**Agency Negotiators: City Manager Paul Navazio, Community Development Director Ken Hiatt, City Attorney Kara Ueda**
**Negotiating Parties: Democrat Investors, LLC; Woodland Opera House**
**Under Negotiation: Price and terms of payment**

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY**
**DECEMBER 17, 2013**
**6:00 P.M.**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. COMMUNICATIONS-PUBLIC COMMENT**

*This is 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.*

13-382 SUBJECT: Long Range Calendar

**Recommendation for Action:** Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

***Attachments:*** Council Long Range Calendar.docx

## F. COMMITTEE REPORTS

**1.** 13-349 SUBJECT: Parks & Recreation Commission Minutes for October 28, 2013

**Recommendation for Action:** Staff recommends that the City Council receive the October 28, 2013 Parks & Recreation Commission Minutes for informational purposes only. No action is required.

***Attachments:*** 102813 PRC minutes.pdf

## G. PRESENTATIONS

**2.** 13-388 SUBJECT: CommuniCare Presentation of Hansen Family Health Center in Woodland

**Recommendation for Action** Receive presentation from CommuniCare CEO, Robin Affrime.

**3.** 13-387 SUBJECT: Presentation of "Common Core and Local Control Funding Formula (LCFF) - New Initiatives for Public Education"

**Recommendation for Action:** Receive the presentation from Woodland Joint School District Staff: Superintendent Dr. Debra LaVoi, Associate Superintendent Dr. Debra Calvin, and Assistant Superintendent Rose Ramos.

## H. CONSENT CALENDAR

**4.** 13-293 SUBJECT: Approval of Revisions to CalHome and BEGIN Program Guidelines

**Recommendation for Action:** Staff recommends that the City Council approve the attached revisions to the program guidelines for the CalHome and BEGIN programs.

***Attachments:*** Program Guidelines Revised 14Nov13.pdf

Program Guidelines Revisions 14Nov13.pdf

5. 13-380 SUBJECT: Appoint Council Member to Sacramento-Yolo Mosquito and Vector Control District Board

**Recommendation for Action:** It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2015.

6. 13-347 SUBJECT: Accept the AB1600 Development Fees Annual Report for the Fiscal Year Ended June 30, 2013

**Recommendation for Action:** Staff recommends that the City Council review and accept the attached AB1600 Annual Report for the year ended June 30, 2013.

***Attachments:*** AB 1600 FY 13 Summary by Fund.xls

7. 13-354 SUBJECT: Amendment to the Waste Management Franchise Agreement

**Recommendation for Action:** Staff recommends that the City Council approve the proposed amendment to the franchise agreement.

***Attachments:*** 1st Amendment to 2011 WM Franchise final.docx

8. 13-356 SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #3

**Recommendation for Action:** Staff recommends that the City Council authorize the City Manager to execute Amendment #3 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 $150,000.00.

***Attachments:*** Wood Rogers Proposal 092713

Contract Amendment

**9.** 13-358 SUBJECT: Water Meter Project, Phase 3, CIP 12-09 and PG&E Encroachment Permit; Approve an Amendment to Consultant Agreement for Construction Inspection Services

**Recommendation for Action:** Staff recommends that the City Council (1) approve an amendment in the amount of $100,000 to the consultant services agreement for construction inspection services for the Water Meter Project Phase 3 (CIP #12-09) and the encroachment permit for the relocation of a PG&E gas main with Psomas Engineering and authorize the City Manager to execute the amendment and (2) approve the reallocation of $10,000 of water enterprise funds from the Water System Leak Detection, Maintenance & Repairs Project (CIP #09-23) to the Water Meter Project Phase 3 (CIP #12-09).

**10.** 13-361 SUBJECT: Final Acceptance and Notice of Completion for West Woodland Avenue Rehabilitation, CIP 14-17

**Recommendation for Action:** Staff recommends that City Council accept as complete the contract with C.E. Cox General Engineering for work on the West Woodland Avenue Rehabilitation, CIP #14-17, and authorize the City Clerk to file a Notice of Completion

***Attachments:*** Map Of Affected Residences

**11.** 13-371 SUBJECT: Adopt Resolution to Approve and implement a five year agreement with the Woodland Fire Mid Management Association (FMMA)

**Recommendation for Action:** Staff recommends that the City Council Adopt Resolution No. ________ to implement a five year agreement (July 1, 2012 to June 30, 2017) with the Fire Mid-Management Association (FMMA) as described herein.

***Attachments:*** Final Fire Mid Mgmt MOU.doc

**12.** 13-372 SUBJECT: Adopt the Revised Job Description for the Police Records Specialist/Senior Police Records Specialist

**Recommendation for Action:** Staff recommends that the City Council adopt the revised Job Description for the Police Records Specialist/Senior Police Records Specialist

***Attachments:*** POLICE RECORDS SPECIALIST-SENIOR POLICE RECORDS SPECIALIST fi

**13.** 13-355 SUBJECT: Approval of a Professional Services Amendment with West Yost Associates for Aquifer Storage and Recovery (ASR) Investigation

**Recommendation for Action:** Staff recommends that City Council approve a contract amendment with West Yost Associates in the amount of $69,940 to provide engineering consulting services for Aquifer Storage and Recovery feasibility studies.

**14.** 13-389 SUBJECT: Revised Job Descriptions and Restructuring of Positions within the Public Works Utility Operations

**Recommendation for Action:** Staff recommends that Council Approve the proposed revisions updating job classifications/descriptions and authorize amendments to the city's Salary Schedule to include new positions in the Water Production, Water Distribution, Sewer Collections, Wastewater Treatment, and Public Works Administration series.

***Attachments:*** Chief Water System Operator 2013.pdf
HR - Senior Water System Operator final 2013 .pdf
HR - Senior UMW - Water final.pdf
HR - Senior UMW - Sewer final (2).pdf
DD of PW.pdf
Copy of PW Reorg Salary Schedule.pdf

## I. REPORTS OF THE CITY MANAGER

**15.** 13-360 SUBJECT: Proposed Changes to Annual Community Development Block Grant Process

**Recommendation for Action:** Staff recommends that the City Council take the following actions:

1) Direct staff to return to the Council in February to provide input regarding overall funding priorities for the annual CDBG funding cycle; and

2) Establish a formal CDBG review panel comprised of one member from each of the following three City commissions: Planning, Parks and Recreation, and Aging, plus a fourth panelist to be appointed from a Woodland-based non-profit organization that is not submitting a CDBG funding application for the upcoming fiscal year.

**16.** 13-384 SUBJECT: Consideration of June 2014 Ballot Measure to Re-Authorize ¼ cent Sales Tax (Measure V)

**Recommendation for Action**: Staff recommends that the City Council:

1) Adopt Ordinance No. _______ re-authorizing the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of eight years, subject to approval by the voters at the June 3, 2014 municipal election, and

2) Provide comment on draft resolution calling an election and directing the consolidation of the election, and placing a proposition and four advisory measures on the June 3, 2014 ballot.

***Attachments:*** Sales Tax Renewal Rpt_Ordinance.doc
FINAL_WOODLAND_ Measure V Renewal Ordinance.pdf

**17.** 13-386 SUBJECT: Proposed Ordinance Establishing District Elections to be submitted to the Voters in 2014 and Other Election-Related Issues

**Recommendation for Action:** Staff recommends that the City Council:

1) Consider the proposed ordinance establishing "by district" elections,
2) Provide direction regarding calling an election to place the ordinance before the voters, and
3) Should the Council choose to proceed with placing this item on the June 2014 ballot (and has no further changes to the ordinance), introduce the ordinance and waive first reading.

***Attachments:*** Ordinance, Map and Descriptions.pdf
District Elections Exhibit 1.docx
District Elections Exhibit 2.docx

**18.** 13-367 SUBJECT: TerraVerde Solar Project Initiation

**Recommendation for Action:** Staff recommends that the City Council approve the preparation and release of a request for proposals (RFP) for a solar Power Purchase Agreement (PPA) based on the minimum savings thresholds presented herein and approve the preparation and filing of associated environmental compliance documentation.

***Attachments:*** Solar Array Layout Concepts 2013-12-10.pdf

**19.** 13-377

SUBJECT: $9,740,000* City of Woodland Community Facilities District No. 1
(Gibson Ranch) Special Tax Refunding Bonds, Series 2014
*Subject To Change

**Recommendation for Action:** Staff recommends that the City Council approve Resolution No. ____ Authorizing the Execution and Delivery of a Bond Issuance Agreement, an Escrow Agreement and a Placement Agent Agreement; Authorizing the Issuance of Special Tax Refunding Bonds; and Approving Certain Other Actions Related Thereto.

***Attachments:*** Gibson Ranch Attachment 1.pdf
Gibson Ranch Attachment 2.pdf
Gibson Ranch Attachment 3.pdf
Revised Woodland CFD (Gibson Ranch) - City Resolution - 2014 STBs Refundi
Woodland CFD (Gibson Ranch) Bond Issuance Agreement - 2014 STBs Refunc
Woodland CFD (Gibson Ranch) Escrow Agreement 2014 STBs Refunding.docx
Woodland CFD (Gibson Ranch) Placement Agent Agreement - for 2014 STBs R
City of Woodland (Gibson Ranch CFD) - BBVA Compass Rate Lock Agreement

## J. ADJOURN

*I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for December 17, 2013 was posted on December 12, 2013 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.*

_______________________________
*Ana B. Gonzalez, City Clerk*

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

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-382 **Version:** 1 | **Name:** | |
| **Type:** | Report of the City Manager | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |
| **Title:** | SUBJECT: Long Range Calendar<br><br>Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only. | | |
| **Sponsors:** | | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | Council Long Range Calendar.pdf | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 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.

Paul Navazio, City Manager

Attachment

# COUNCIL LONG RANGE CALENDAR
**Items subject to removal and/or rescheduling**

| Tuesday, January 7, 2013 | Reports due 12/24 | Regular Meeting |
|---|---|---|

Resolution Calling Municipal Election for June 3, 2014
RFP's – new auditors for FY14/15
Housing Related Parks Program Grant Application Submittal – Consent
Approve Construction Management and Inspection Services Contract for Water Transmission (CIP 11-14 and 12-05)
Associated Engineering Consultant Contract Amendment

| Tuesday, January 21, 2013 | Reports due 1/7 | Regular Meeting |
|---|---|---|

Professional Services Contract – Project Mgmt: Lower Cache Creek Flood Solutions
Approval of SLIF Reimbursement Agreement with Sacramento Mutual Housing
Approve Lease to WDCWA for Solids Drying Beds

| Tuesday, January 28, 2013 | Reports due 1/14 | Study Session (TENTATIVE) |
|---|---|---|

Street Maintenance/Condition Assessment
Transportation Funding

**FUTURE AGENDA ITEMS FOR:**

**FEBRUARY**

4th – Mid-year Budget Update

**MARCH**

18th – General Plan – CC Presentation of Proposed Land Use Plan/Analysis

25th – FY 14/15 Budget Workshop

**FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:**
Amend Home Occupation Ordinance to Comply with CA Homemade Food Act – Public Hearing
Ashley Gate Rehab CIP 14-12 Award Contract – Consent

**FUTURE STUDY SESSIONS (TBD):**
City Council Goals/Progress Report
Update Economic Development Strategic Plan

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-349 **Version:** 1 | **Name:** | Parks & Recreation Commission Minutes for October 28, 2013 |
| **Type:** | Minutes | **Status:** | Agenda Ready |
| **File created:** | 11/26/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |
| **Title:** | SUBJECT: Parks & Recreation Commission Minutes for October 28, 2013<br><br>Recommendation for Action: Staff recommends that the City Council receive the October 28, 2013 Parks & Recreation Commission Minutes for informational purposes only. No action is required. | | |
| **Sponsors:** | | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | 102813 PRC minutes.pdf | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Parks & Recreation Commission Minutes for October 28, 2013

**Recommendation for Action:** Staff recommends that the City Council receive the October 28, 2013 Parks & Recreation Commission Minutes for informational purposes only. No action is required.

Prepared by: Cathy Haynie, Administrative Secretary

Reviewed by: Christine Engel, Community Services Director

Paul Navazio, City Manager

Attachment

# Parks & Recreation Commission Minutes

## Monday, October 28, 2013

## City Hall – 300 First Street – 2nd Floor Council Chambers

**Open Session**

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:30 p.m. on Monday, October 28, 2013 at the Woodland City Hall Council Chambers.

**Roll Call**

| | |
|---|---|
| Commission Members Present: | Chair Jesse Salinas<br>Vice Chair Enrique Fernandez<br>Commissioner Joe Romero<br>Commissioner Nathan Stephens<br>Commissioner Jon-Paul Valcarenghi<br>Commissioner Carla White-Snyder |
| Commission Member Absent: | Commissioner Ruben Morales, Jr. |
| Staff Present: | Community Services Director Christine Engel<br>Public Works Superintendent Rob Sanders<br>CS Administrative Secretary Cathy Haynie |

**Pledge of Allegiance**

**Communications-Public Comment**

Roger Vega introduced Kirk Roberts, VP of Ferns Disc Golf Course. Mr. Vega discussed a potential new disc golf course at Crawford Park and replacing baskets at Ferns Park. Staff will continue to investigate all the issues Mr. Vega discussed.

**Communications-Commission/Staff Statements and Requests**

Commissioner Fernandez attended the Meet & Greet for tennis instructor Michael Kwong. Commissioner Salinas stated that Maria Tebbutt is having a bike sale on October 30, November 6, and 13. Ms. Tebbutt will have a bike workshop at 575 Hays on November 2 and 9. Also a Turkey Roll on Thanksgiving Day, meeting at Heritage Plaza at 10:00 a.m. Commissioner Salinas presented the Parks & Recreation Commission Annual Report to the City Council on October 15, 2013 and received positive feedback from Council. Commissioner Salinas also attended the General Plan Update and encouraged the other Commissioners to attend upcoming discussions of the General Plan.

**Presentations**

**CS Administrative Secretary Cathy Haynie**

Haynie reported on the duties assigned to the administrative staff which include one full time staff, Ilda Moreno, and two temporary staff. Both Engel and Sanders praised Haynie for her knowledge of the Department.

**Action:** Received

**Discussion**

**WJUSD Physical Fitness Test Results**

Art Williams, President, Woodland Tennis Club stated that the timing of the WJUSD press release corresponds with a planned meeting with the WJUSD to discuss adding tennis instruction in the grammar schools. Commission discussed the results for the different age groups and the changes reflected in the report.

**Consent Calendar (Items)**

**Adopt Consent Calendar**

**Action** Fernandez Moved/ Valcarenghi Seconded:

Motion carried by the following roll call vote:

Ayes: Salinas, Romero, Fernandez, Valcarenghi, White-Snyder, Stephens

Noes:

**Work Plan-Update**

Items to add to next months consent calendar are: Appoint a Sub Committee to reassess Work Plan format and best practices, and appoint Sub Committee to assess Committees and Liaisons, including definitions and makeup. Discuss Election of Officers.

**Action** Add to next months agenda.

**Reports of the Staff**

**Recreation Report**

Engel reported that Trick or Treat on Main Street is on Friday October 31 and this year Main Street will be closed for this event, which will be safer for the children. Friday is the First Friday Art Walk Downtown and Art Farm Gala. Saturday, Father/Daughter Dinner Dance which will have 253/300 attending. Movies on Main Street, was a great community partnership event with

approximately 400 people attending. The next Movies on Main Street is tentatively planned for April 25, 2014 showing “The Incredibles”. The Charles Brooks Swim Center project is moving along and should be completed in December. Softball is finishing up and tournament rentals are strong. Community Center rentals are strong and Youth Basketball will begin shortly. On October 3rd, staff met with Mr. Zimmer at Crawford Park to discuss improvements that would allow for Pickleball to be played in the park. Several options were discussed, including the use of the Community & Senior Center gymnasium on Tuesday and Thursday mornings for indoor Pickleball. Engel announced that Kris Bain has been promoted to Community Services Program Manager effective November 1, 2013. Sanders and Engel updated the Commission on the soccer issue at City Park.
**Action:** Received

**Parks Report**
Sanders stated that a pathway was added to the Dog Park, this is next to the fence between the small and large dog part of the park. Dogs like to race each other next to the fence which caused damage to the turf. The needed material for the boundary fence around the Sports Park has been ordered and installation will be scheduled soon. Charles Brooks Swim Center project is moving along and the small pool resurfacing was added to the project. Freeman Park project is almost complete with staff making the restrooms look brand new again. Re-grand Opening is planned for November 19, 2013. The City has 15,000 trees with only two tree trimmers on staff. Tank project at Dave Douglass Park is on target and planned completion date is July 2014.
**Action:** Received

**Adjourn 7:36 p.m.**
**Action:** Fernandez Moved/ White-Snyder Seconded:
Motion carried by the following roll call vote:
Ayes: Salinas, Romero, Fernandez, Morales, Jr., Valcarenghi, White-Snyder, Stephens
Noes:

300 First Street
Woodland, CA 95695


## Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-388 **Version:** 1 | **Name:** | |
| **Type:** | Presentation | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |
| **Title:** | SUBJECT: CommuniCare Presentation of Hansen Family Health Center in Woodland<br>Recommendation for Action Receive presentation from CommuniCare CEO, Robin Affrime. | | |
| **Sponsors:** | | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: CommuniCare Presentation of Hansen Family Health Center in Woodland

**Recommendation for Action** Receive presentation from CommuniCare CEO, Robin Affrime.
**Background**

CommінuCare would like to present the status of construction of the new Hansen Family Health Center at the corner of Cottonwood and West Beamer Streets. The City of Woodland contributed $50,000 in CDBG funds to cover the design fees of this new facility.

Prepared by: Jennifer Robinson, Secretary to the City Manager

Reviewed by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

City of Woodland

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 13-387 | **Version:** | 1 | **Name:** | |
| **Type:** | Presentation | | | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | | | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | | | **Final action:** | |

**Title:** SUBJECT: Presentation of "Common Core and Local Control Funding Formula (LCFF) - New Initiatives for Public Education"

Recommendation for Action: Receive the presentation from Woodland Joint School District Staff: Superintendent Dr. Debra LaVoi, Associate Superintendent Dr. Debra Calvin, and Assistant Superintendent Rose Ramos.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Presentation of "Common Core and Local Control Funding Formula (LCFF) - New Initiatives for Public Education"

**Recommendation for Action:** Receive the presentation from Woodland Joint School District Staff: Superintendent Dr. Debra LaVoi, Associate Superintendent Dr. Debra Calvin, and Assistant Superintendent Rose Ramos.

**Background**

California, along with most states, has adopted a new set of teaching standards and is embracing important changes in how teachers teach and how students learn. "Common Core", the commonly used term for these new standards, and Local Control Funding Formula (LCFF), the new funding formula for this program, are huge changes to public education in California so it is important the community understands the changes being made and the expectations for student learning.

Prepared by: Jennifer Robinson, Secretary to the City Manager

Reviewed by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 13-293 | **Version:** 1 | **Name:** | | |
| **Type:** | Consent Item(s) | | **Status:** | Agenda Ready | |
| **File created:** | 10/10/2013 | | **In control:** | City Council | |
| **On agenda:** | 12/17/2013 | | **Final action:** | | |
| **Title:** | SUBJECT: Approval of Revisions to CalHome and BEGIN Program Guidelines<br><br>Recommendation for Action: Staff recommends that the City Council approve the attached revisions to the program guidelines for the CalHome and BEGIN programs. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Program Guidelines Revised 14Nov13.pdf<br>Program Guidelines Revisions 14Nov13.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Approval of Revisions to CalHome and BEGIN Program Guidelines

**Recommendation for Action:** Staff recommends that the City Council approve the attached revisions to the program guidelines for the CalHome and BEGIN programs.

**Staff Contact**

Dan Sokolow, Senior Planner - 530-661-5927, dan.sokolow@cityofwoodland.org

**Fiscal Impact**

There is no fiscal impact.

**Background**

The City has used grant funding through the State CalHome and BEGIN programs and the Federal HOME program (administered by the State) to assist affordable first time homebuyers (FTHB) purchase new inclusionary (affordable) homes in the Spring Lake Specific Plan area and in two subdivisions located in the Southeast Area Specific Plan. On November 6, 2013 the City Council approved the of use of CalHome, BEGIN, and HOME loan repayments (also known as program income or PI) to focus on first time homebuyer loans for borrowers purchasing new and resale affordable homes when the City does not have a current FTHB grant. The City's program guidelines for the CalHome, BEGIN, and HOME programs specify the participation requirements and loan terms for FTHB borrowers.

## Discussion

The proposed changes to the CalHome and BEGIN program guidelines bring the participation requirements and loan terms for the two programs closer into alignment with the HOME program guidelines.

**Proposed Revisions to CalHome and BEGIN Program Guidelines:**

- **Interest Rate** - 3 percent (simple). Currently, CalHome is shared net appreciation while BEGIN is 3 percent or shared net appreciation. HOME is 3 percent simple.

- **Interest Forgiveness** - The City will start to forgive the accrued interest after a homeowner completes 21 years of home ownership/occupancy. All accrued interest is forgiven after 30 years of home ownership/occupancy. However, the borrower must repay loan principal after 30 years of home ownership/occupancy or upon resale, whichever occurs first, since the State regulations for CalHome and BEGIN do not permit principal forgiveness. Currently, CalHOME and BEGIN do not have interest forgiveness provisions. HOME starts to forgive accrued interest after 21 years of home ownership/occupancy.

- **Down Payment Requirement** - 1 percent. Currently, CalHome is 3 percent while BEGIN is 2 percent. HOME is 1 percent.

- **Housing Cost Ratio** - 30 to 35 percent. Currently, CalHome is 28 to 40 percent while BEGIN is 28 to 35 percent. HOME is 30 to 35 percent. (The housing cost ratio is the percentage of a borrower's gross monthly income, before deductions, that would cover cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and homeowners' association dues, if any.)

- **Total Debt Ratio** - 35 to 45 percent. Currently, CalHome is 41 to 49 percent while BEGIN is 36 to 49 percent. HOME is 35 to 45 percent. (The total debt ratio is the percentage of a borrower's gross monthly income, before deductions, that would cover the cost of housing - loan principal and interest payment, property taxes, property insurance, mortgage insurance, and homeowners' association dues, if any - and other monthly debt payments such as car or personal loans, credit card debt, and child support and/or alimony payments.)

- **Maximum Loan Amount** - $55,000 for CalHome and $50,000 or 20 percent of the home's purchase price, whichever is less, for BEGIN. Currently, CalHome is $40,000 while BEGIN is $30,000 or 20 percent of the home's purchase price, whichever is less. HOME's maximum loan amount is $75,000.

- **Home Purchase Price Limit** - $295,789 (The amount is 100 percent of the area median purchase price for single-family homes in Yolo County as determined by the State HOME program. This calculation is updated annually by the State.) Currently, CalHome is $362,790 based on 2007 new home prices and the City would update the limited annually as the State provides new information. However, staff did not update the information. Currently, BEGIN is $215,000 (two bedroom home) and $235,000 (three bedroom home), but these numbers were based on 2007 new home prices. HOME is $281,000 (The amount is 95 percent of the area median purchase price for single-family homes in Yolo County as determined by the State HOME Program.).

**Conclusion**

Staff recommends that the City Council approve the attached revisions to the program guidelines for the CalHome and BEGIN programs.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

Paul Navazio, City Manager

**Attachments:**
CalHome Program Guidelines (with proposed revisions marked)
BEGIN Program Guidelines (with proposed revisions marked)

City of Woodland

# CALHOME PROGRAM
## PROGRAM GUIDELINES

The City of Woodland CALHOME Program is designed to provide "silent" second mortgages to eligible households for assistance in purchasing a house. CALHOME Program loans are available for “gap financing” mortgage assistance, down payments, and closing cost to facilitate purchase of affordable units by low-income homebuyers in Woodland.

## TABLE OF CONTENTS

**ATTACHMENTS**

# CALHOME FIRST-TIME HOMEBUYER PROGRAM
## PROGRAM GUIDELINES

### 1.0. GENERAL

The City of Woodland, hereinafter referred to as the "City" has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the city limits, as described in Section 2.1. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers. The Program will be administered by the Redevelopment Agency of the City of Woodland, (the "Agency"), which is a division of the City's Community Development Department.

### 1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and Spanish, will be widely distributed and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.

B. The Agency will work closely with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.

C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

## 1.2. THE HOME PURCHASE PROCESS

A. The following page illustrates a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

### DEBT SERVICE

**For a Family of Four Earning $4,000 per Month**

| Housing Payments | |
|---|---|
| Principal & Interest | $1,000 |
| Insurance | $150 |
| Property Taxes | $50 |
| Total Housing Expense | **$1,200** |
| (PITI is 30% of $4,000) | |

+

| Other Household Debt Service | |
|---|---|
| $250 | Car Payment |
| $150 | Credit Card Payment |
| **$400** | Total Other Debt |

### TOTAL OVERALL PAYMENTS

| | |
|---|---|
| $1,200 | Housing Payments |
| $400 | Other Debt Service |
| **$1,600** | **Total Debt Service** |

### SUBSIDY CALCULATION

**For a Family of Four Earning $4,000 per Month**

| | |
|---|---|
| Purchase Price of Property | $300,000 |
| Less Primary Loan Amount | ($191,000) |
| Less Down Payment of 3% | ($9,000) |
| **Equals "GAP"** | $100,000 |
| Plus Estimated Allowable Settlement Charges | $3,000 |
| **Equals TOTAL SUBSIDY** | **$103,000** |

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
3) The housing unit will be subject to inspection. ***Note: CALHOME-assisted housing units must comply with local codes at the time of construction.***
4) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
5) The seller understands that the housing unit must be newly constructed.
6) If the seller is not provided with a statement of the above five provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.

C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Agency. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Agency verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.

D. Agency submits recommendation to the City for approval or denial, including the reasons for the recommendation. City determines Applicant's approval or denial, and instructs Agency to notify Applicant. Agency provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.

E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.

F. At the time of escrow closing, the City shall be named as an additional loss payee on fire, flood, if required, and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit.

## 1.3. HOMEBUYER COSTS

A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the City. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement.

B. Homebuyer funds shall be used in the following order:

1) Down payment - Minimum Requirement: ~~Three~~ One percent (1~~3~~%) of purchase price.

2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.

3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.

C. If the items in B.2), above cannot be satisfied with homebuyer funds, the City may provide Program loan assistance to cover the remaining balance.

D. City may not provide more than 50 percent of the down payment required by the primary lender. City may also provide sufficient assistance, as Program loan principal, to reduce the monthly payments for PITI to an affordable level of household income. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 30% of the gross household income. The Agency will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

## 1.4. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training can bring success to the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a City-approved homebuyer education class. The homebuyer education class may cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; and loan servicing.

## 1.5. CONFLICT OF INTEREST REQUIREMENTS

When the City's program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body of the locality.

## 1.6. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

## 2.0 APPLICANT QUALIFICATIONS

### 2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year.

**2013 Yolo County/City of Woodland Income Limits**

| | Number of Persons in Household | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **80% of AMI** | $42,000 | $48,000 | $54,000 | $60,000 | $64,800 | $69,600 | $74,400 | $79,200 |

**Household:** means one or more persons who will occupy a housing unit.

**Annual Income:** Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

### 2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance, will be followed to independently determine and certify the household's annual gross income. The Agency should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

**See Attachment A: Title 25 Section 6914 Gross Income Inclusions and Exclusions**

***NOTE: Non-occupant <u>co-signers</u> will not be required to submit income and asset documentation. Co-signers income will not be included in the household income determination. Co-signers are acceptable as long as their***

***names do not appear on the Grant Deed or Deed of Trust.***

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Title 25 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. ***(Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.)***

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

## 2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

An eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CALHOME funded Programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201 (k) Title 25 California Code of Regulations:

> "First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:
>
> 1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
> 2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; and
> 3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
>    a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
>    b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

## 3.0. HOUSING UNIT ELIGIBILITY

### 3.1. LOCATION AND CHARACTERISTICS

A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: "Within city limits of the City of Woodland."

B. Housing unit types eligible for the homebuyer Program are new: single-family detached houses, half-plex, duplex, tri-plex or quad-plex houses, condominiums,.

C. All housing units must be in compliance with State and local codes and ordinances.

D. Housing units located within a 100 year flood zone will be required to provide proof of flood insurance in order to close escrow.

### 3.2. CONDITIONS

A. Construction Inspection.

Once the participating homebuyer has executed a purchase agreement for a housing unit the following steps must be taken for the housing unit to be eligible for purchase under the Program:

1) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in place. The Agency will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.

2) Upon completion of all work required by the construction inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

B. After a home is purchased using this Program such home shall not be eligible for the City's housing rehabilitation program, if any, for the relevant period of affordability.

C. Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room.

D. The Agency will: 1) confirm that the housing unit is within the eligible area, and 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding.

### 3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

The City will not make any loans that would trigger relocation for the existing residents of that unit. All units must be vacant within the applicable time frame as required by the CalHOME Program to avoid relocation. The seller of any existing unit must also provide verification that the sale of the unit will not trigger relocation.

It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families.

### 3.4. PROPER NOTIFICATION AND DISCLOSURES

A. Upon selection of a housing unit, a qualified seller and homebuyer must be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller **(see Attachments for sample disclosures)**.

B. All sellers who wish to sell their housing units must receive an acquisition notice (Attachment D) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B.

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### 4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program are as follows:

| Number of Families | Maximum Price * |
|---|---|
| 1 | $295,789~~362,790~~ |

*The amount is 100% of the area median purchase price for single-family homes in Yolo County as determined by the State of California HOME Program. The City will update these limits annually as HCD provides new information.

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### 5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the City, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan"). The criteria of this loan must address CalHOME requirements.

### 5.1. QUALIFYING RATIOS

Primary loans underwritten by FHA, USDA Rural Development, Fannie Mae, Freddie Mac, or CalHFA will be acceptable to establish creditworthiness, repayment ability, and dependability of income. ***Note: If none of the above primary loans are used, it will be up to the City to establish the front-and back-end ratios that will be allowable in their program. The ratios are calculated on the borrower's fixed monthly expenses to the household's gross monthly income.***

The front-end ratio shall be ~~28~~30% to ~~40~~35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of PITI (loan principal and interest payment + property taxes + property insurance). ***Note: The borrower would qualify if the proposed monthly PITI payment were 30% of the borrower's gross monthly income.***

The back-end ratio shall be between ~~41~~35% and ~~49~~45% and is the percentage of a borrower's gross monthly income that would cover the cost of PITI plus any other monthly debt payments like car or personal loans and credit card debt. ***Note: The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense.***

### 5.2. INTEREST RATE

The rate of interest shall be fixed (not an adjustable rate mortgage, ARM) at or below the current market rate. If "Risk Rates" are applied (an interest rate that reflects the primary lender's loan risk) each loan shall be evaluated by the City on a case by case basis.

***Note: for CALHOME-funded programs, the current market rate must be evidenced by the Effective Rate plus 50 basis points listed in the Federal Housing Finance Board's most recent Monthly Interest Rate Survey for the San Francisco District and no temporary interest rate buy-downs are permitted.***

### 5.3. LOAN TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

### 5.4. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

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## 6.0. THE PROGRAM LOAN

### 6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed $~~40,000~~55,000.

### 6.2. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

### 6.3. AFFORDABILITY PARAMETERS FOR BUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The primary lender will use the "front-end ratio" of housing-expense-to-income to determining the amount of the primary loan and, ultimately, the Program subsidy amount required, bridging the gap between the purchase price (less down payment) and the amount of the primary loan.

## 6.4. RATE AND TERMS FOR PROGRAM LOANS

All Program assistance to individual households shall be made in the form of deferred payment (principal and equity) loan. ~~The City has elected to use the Share Net Appreciation option for the CalHOME Loans~~The interest rate shall be three percent (3%) simple.

~~Option for Shared Net Appreciation~~

1) ~~Gross appreciation is calculated by subtracting the original sales price from the current sales price or the current appraised value if the loan accelerating event is other than sale of the property;~~

~~2) Net appreciation is calculated by subtracting the seller's applicable closing costs, seller's cash contribution in the original purchase transaction, the value of seller's sweat equity, if applicable, and the documented value of capital improvements from the gross appreciation amount;~~

~~3) The City may only claim repayment of the principal and a portion of the net appreciation. That maximum portion of the net appreciation which may be claimed by the City is equal to the percentage of the value of the home financed by the Program loan. That is, if the loan equals 20% of the initial value of the home, a maximum of 20% of the net appreciation may be charged by the City;~~

4) In any loan where the Program loan is the only subsidy, the borrower cannot be restricted from selling the home at its fair market value at any time;

5) Loans shall have a term at least as long as the Primary loan.

6) Commencing with the twenty first (21st) anniversary date of the recording of the Deed to Trust, and on each anniversary date thereafter, an amount equal to ten percent (10%) of the total interest accrued shall be forgiven such that at year 30 only the original balance of the loan needs to be repaid.

## 6.5. LOAN TO VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

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# 7.0. PROGRAM LOAN REPAYMENT

## 7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, upon notification to and approval of the **City**.

## 7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

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

B. The City will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the City's CALHOME Reuse Account, as required by the Program. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the City. The City may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

## 7.3. DUE UPON SALE OR TRANSFER

Loans are due upon sale or transfer of title or when borrower no longer occupies the home as his/her principal residence or upon the loan maturity date. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment C on loan defaults for further information on property restrictions.

However the following transfers of interest shall not require the repayment of the CalHOME Program loan:

(A) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
(B) a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
- (i) a transfer where the spouse becomes an owner of the property;
- (ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
- (iii) a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property;

## 7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment C for local loan servicing policies and procedures, and also the City of Woodland CALHOME Program Loan Servicing Plan. In any case, if these two documents should contradict one another, the CALHOME Loan Servicing Plan should take precedent. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

## 7.5. LOAN MONITORING PROCEDURES

City will monitor Borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

A. Owner-occupancy
B. Property tax payment
C. Hazard insurance coverage
D. Good standing on Primary loans

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## 8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the City's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable. Staff will work with local lenders to ensure qualified participants receive only the benefit from the **City**'s Program needed to purchase the housing unit and that leveraged funds will be used when possible, for example in many cases the Primary Lender will not require mortgage insurance with the City's second in place which will save on the homebuyer's monthly payment.

B. Credit worthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's credit-worthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the City and documentation of such maintained in the loan file. The City may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Agency will request any additional documents needed. Documents may be faxed but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Agency will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

## 8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Agency will submit it to the City for approval. City will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

## 8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign both promissory notes, deeds of trust, and statutory lending notices (right of rescission, truth in lending, etcetera); the deeds of trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of notice of default are also recorded with the County Clerk/Recorder.

## 8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined only by physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

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## 9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

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## 10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

### 10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

### 10.2. PROCEDURE FOR EXCEPTIONAL CIRCUMSTANCES

A. The **City** or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the City's recommended course of action and any written or verbal information supplied by the applicant.

B. The **City** shall make a determination of the exception based on the recommendation of the Agency. The request can be presented to the City's loan committee and/or governing body for a decision.

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## 11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. The appeal must be made in writing. **City** has 30 days to review the appeal, seek recommendations from the loan committee, or if none, the City Council, and respond in writing to the applicant.

## ATTACHMENT A

## TITLE 25 SECTION 6914 GROSS INCOME INCLUSIONS AND EXCLUSIONS

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income. If the circumstances are such that it is not reasonably feasible to anticipate a level of income over a twelve-month period, a shorter period may be used subject to a redetermination at the end of such a period. "Income" shall consist of the following:

**INCLUSIONS:**

(a) Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

(1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;

(2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);

(3) Interest and dividends;

(4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).

(6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:

   (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus

   (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

(7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).

Where a family has net family assets in excess of $5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

**EXCLUSIONS**
(b) The following items shall not be considered as income:

(1) Casual, sporadic or irregular gifts;

(2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;

(5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;

(6) Relocation payments made pursuant to federal, state, or local relocation law;
(7) Foster child care payments;

(8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;

(9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
   (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
   (B) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

**Attachment B**

## LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF WOODLAND

The City of Woodland, here after called "Lender" has adopted these policies and procedures in order to preserve its financial interest in properties, who's "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100 year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of

Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. <u>Annual Occupancy Restrictions and Certifications:</u>

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

5. <u>Required Noticing and Restrictions on Any Changes of Title or Occupancy:</u>

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no “cash out” as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property them selves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

8. Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

2) Can the Borrower refinance with a private lender and pay off the Lender?

3) Can the Borrower sell the property and pay off the Lender?

4) Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

**Attachment C**

## CITY OF WOODLAND

### Disclosure to Seller with Voluntary, Arm's Length Purchase Offer

### DECLARATION

This is to inform you that (name of buyers)________ would like to purchase the property, located at (address)________________, if a satisfactory agreement can be reached. We are prepared to pay $____________ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, ___________________, thru the agency, (City of Woodland)_____________ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the City ________________________________ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is $__________ and was estimated by ________________________________________, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at: _______________________________________________. If you have any questions about this matter, please contact __________________________at ______________________.

Sincerely,

____________________________________
Title

_________________________________ _____________________
*Buyer* Date

_________________________________ _____________________
*Buyer* Date

Form continues on next page with Seller's Acknowledgment

**Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)**

**Acknowledgement**

As the Seller I/we understand that the (affiliation and title of inspector) ________________ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Woodland's program, the property must be currently owner-occupied, vacant for four months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 4 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

***I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.***

| | |
|---|---|
| ______________________________ | ____________________ |
| *Seller* | Date |
| ______________________________ | ____________________ |
| *Seller* | Date |

**Attachment D**

## CITY OF WOODLAND IMPLEMENTATION STEPS

INSTRUCTIONS TO HOME BUYER

A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.

B. Participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. Preference will be given to vacant or owner occupied homes rather then tenant occupied.

C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Agency with a copy of:
   - real estate sales contract
   - residential loan application
   - credit report
   - verified income documentation
   - disclosure statement
   - proof of personal funds for participation in program
   - breakdown of closing costs
   - structural pest control clearance
   - appraisal with photos
   - escrow instructions
   - preliminary title report

D. Agency reviews paper work to determine program eligibility and financing affordability for participant etc.

E. Agency staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and home ownership responsibilities.

F. Agency has home inspected (if necessary) to meet HQS or code compliance (dependent upon the program). Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action.

G. Agency requests loan approval from City's City Manager. Following loan approval, Agency prepares Deed of Trust, Promissory Note, Notice of Default, Grant Agreement, Owner Occupant Agreement with City, requests checks and deposits same into escrow.

H. Escrow company furnishes Agency with proof of documents to be recorded, and any escrow close out information. After receipt of recorded loan documents, HUD I, Insurance Loss Payee Certification and Final Title Insurance Policy, Agency closes out the loan file.

City of Woodland

# BEGIN PROGRAM
## PROGRAM GUIDELINES

The City of Woodland BEGIN Program is designed to provide "silent" second mortgages to eligible households for assistance in purchasing a house in ~~the Russell Ranch Development of the Spring Lake Specific Plan Area~~Woodland. BEGIN Program loans are available for “gap financing” mortgage assistance, down payments, and closing cost to facilitate purchase of affordable units by low-income homebuyers in Woodland.

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## ATTACHMENTS

City of Woodland

# FIRST-TIME HOMEBUYER PROGRAM
## PROGRAM GUIDELINES

### 1.0. GENERAL

The City of Woodland, hereinafter referred to as the "City" has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Russell Ranch North East Subdivision, of the City's Spring Lake Specific Plan, as described in Section 2.1. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers. The Program will be administered by the Redevelopment Agency of the City of Woodland, (the "Agency"), which is a division of the City's Community Development Department.

### 1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and Spanish, will be widely distributed and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.

B. The Agency will work closely with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.

C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

## 1.2. APPLICATION PROCESS AND SELECTION

A. The City maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Complete applications are date and time stamped, therefore, assistance is given on a first-come-first-served basis. Applications are only deemed complete if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.

B. Once the applicant's name comes to the top of the waiting list their Program eligibility is confirmed and they are invited to a briefing regarding participation in the Program. At the briefing the application is reviewed and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Program Brochure, Attachment (I) Instructions to Home Buyer, List of Participating Lenders, Attachment (F) Sellers Lead-Based Paint (LBP) Disclosure, (G) LBP Contract Contingency Language and the EPA Booklet (Protect Your Family from Lead in Your Home) and (H) Notice to Seller.

C. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

## 1.3. THE HOME PURCHASE PROCESS

A. The following page illustrates a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

## DEBT SERVICE

**For a Family of Four Earning $4,000 per Month**

| **Housing Payments** | |
|---|---|
| Principal & Interest | $1,000 |
| Insurance | $150 |
| Property Taxes | $50 |
| Total Housing Expense | **$1,200** |
| (PITI is 30% of $4,000) | |

+

| **Other Household Debt Service** | |
|---|---|
| $250 | Car Payment |
| $150 | Credit Card Payment |
| **$400** | Total Other Debt |

## TOTAL OVERALL PAYMENTS

| | |
|---|---|
| $1,200 | Housing Payments |
| $400 | Other Debt Service |
| **$1,600** | **Total Debt Service** |

---

## SUBSIDY CALCULATION

**For a Family of Four Earning $4,000 per Month**

| | |
|---|---|
| Purchase Price of Property | $300,000 |
| Less Primary Loan Amount | ($191,000) |
| Less Down Payment of 3% | ($9,000) |
| **Equals "GAP"** | $100,000 |
| Plus Estimated Allowable Settlement Charges | $3,000 |
| **Equals TOTAL SUBSIDY** | **$103,000** |

---

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
3) The housing unit will be subject to inspection. ***Note: BEGIN-assisted housing units must comply with local codes at the time of construction.***
4) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
5) The seller understands that the housing unit must be newly constructed.
6) If the seller is not provided with a statement of the above five provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.

C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Agency. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Agency verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.

D. Agency submits recommendation to the City for approval or denial, including the reasons for the recommendation. City determines Applicant's approval or denial, and instructs Agency to notify Applicant. Agency provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.

E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.

F. At the time of escrow closing, the City shall be named as an additional loss payee on fire, flood, if required, and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit.

**1.4. HOMEBUYER COSTS**

A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the City. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement.

B. Homebuyer funds shall be used in the following order:

1) Down payment - Minimum Requirement: One percent (1%)~~Two percent (2%)~~ of purchase price.

2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; discount points customary homebuyer closing costs; homebuyer's customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.

3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the interest rate of the primary loan as necessary.

C. If the items in B.2), above cannot be satisfied with homebuyer funds, the City may provide Program loan assistance to cover the remaining balance.

D. City may not provide more than 50 percent of the down payment required by the primary lender. City may also provide sufficient assistance, as Program loan principal, to reduce the monthly payments for PITI to an affordable level of household income. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 30 to 35% of the gross household income. The Agency will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

### 1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training can bring success to the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a City-approved homebuyer education class. The homebuyer education class may cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; and loan servicing.

### 1.6. CONFLICT OF INTEREST REQUIREMENTS

When the City's program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body of the locality.

### 1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

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## 2.0 APPLICANT QUALIFICATIONS

### 2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year.

**2013 Yolo County/City of Woodland Income Limits**

| | Number of Persons in Household | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **80% of AMI** | $42,000 | $48,000 | $54,000 | $60,000 | $64,800 | $69,600 | $74,400 | $79,200 |

**Household:** means one or more persons who will occupy a housing unit.

**Annual Income:** Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

**2.2. INCOME QUALIFICATION CRITERIA**

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance, will be followed to independently determine and certify the household's annual gross income. The Agency should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

**See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions**

***NOTE: Non-occupant co-signers will not be required to submit income and asset documentation. Co-signers income will not be included in the household income determination. Co-signers are acceptable as long as their names do not appear on the Grant Deed or Deed of Trust.***

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. ***(Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.)***

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

**See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions**

## 2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

An eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. BEGIN and CalHome-funded Programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201 (k) Title 25 California Code of Regulations:

"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; and
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
    a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
    b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

## 3.0. HOUSING UNIT ELIGIBILITY

### 3.1. LOCATION AND CHARACTERISTICS

A. Housing units to be purchased must be located within the ~~eligible area~~city limits of Woodland. ~~The eligible area is described as follows: "Within the Russell Ranch North East Subdivision, of the City's Spring Lake Specific Planned Area."~~

B. Housing unit types eligible for the homebuyer Program are new or resale: single-family detached houses, half-plex, duplex, tri-plex or quad-plex houses, condominiums,.

C. All housing units must be in compliance with State and local codes and ordinances.

D. Housing units located within a 100 year flood zone will be required to provide proof of flood insurance in order to close escrow.

### 3.2. CONDITIONS

A. Construction Inspection.

Once the participating homebuyer has executed a purchase agreement for a housing unit the following steps must be taken for the housing unit to be eligible for purchase under the Program:

1) A clear pest inspection report will be required for each housing unit. Smoke detectors will be installed if there are none in place. The Agency will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.

2) Upon completion of all work required by the construction inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.

B. After a home is purchased using this Program such home shall not be eligible for the City's housing rehabilitation program, if any, for the relevant period of affordability.

C. Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room.

D. The Agency will: 1) confirm that the housing unit is within the eligible area, and 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding.

### 3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are newly constructed prior to the acceptance of a contract to purchase. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families.

### 3.4. PROPER NOTIFICATION AND DISCLOSURES

A. Upon selection of a housing unit, a qualified seller and homebuyer must be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller **(see Attachments for sample disclosures)**.

B. All sellers who wish to sell their housing units must receive an acquisition notice (Attachment D) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B.

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## 4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program are as follows:

| Number of ~~Bedrooms~~Families | Maximum Price * |
|---|---|
| ~~2~~1 | $295,789~~215,000~~ |
| ~~3~~ | ~~$235,000~~ |

*The amount is 100% of the area median purchase price for single-family homes in Yolo County as determined by the State of California HOME Program. The City will update these limits annually as HCD provides new information.

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## 5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the City, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

### 5.1. QUALIFYING RATIOS

Primary loans underwritten by FHA, USDA Rural Development, Fannie Mae, Freddie Mac, or CalHFA will be acceptable to establish creditworthiness, repayment ability, and dependability of income. ***Note: If none of the above primary loans are used, it will be up to the City to establish the front-and back-end ratios that will be allowable in their program. The ratios are calculated on the borrower's fixed monthly expenses to the household's gross monthly income.***

The front-end ratio shall be between ~~28~~30% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of PITI (loan principal and interest payment + property taxes + property insurance). ***Note: The borrower would qualify if the proposed monthly PITI payment were 35% or less than the borrower's gross monthly income.***

The back-end ratio shall be between 35~~36~~% and 45~~49~~% and is the percentage of a borrower's gross monthly income that would cover the cost of PITI plus any other monthly debt payments like car or personal loans and credit card debt. ***Note: The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense.***

**5.2. INTEREST RATE**

The rate of interest shall be fixed (not an adjustable rate mortgage, ARM) at or below the current market rate. If "Risk Rates" are applied (an interest rate that reflects the primary lender's loan risk) each loan shall be evaluated by the City on a case by case basis.

***Note: for BEGIN-funded programs, the current market rate must be evidenced by the Effective Rate plus 50 basis points listed in the Federal Housing Finance Board's most recent Monthly Interest Rate Survey for the San Francisco District and no temporary interest rate buy-downs are permitted.***

**5.3. LOAN TERM**

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

**5.4. IMPOUND ACCOUNT**

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

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**6.0. THE PROGRAM LOAN**

**6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE**

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed $50,000 and in no instance shall the assistance exceed~~the lesser of $30,000 or~~ 20% of the Purchase Price.

**6.2. NON-RECURRING CLOSING COSTS**

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

**6.3. AFFORDABILITY PARAMETERS FOR BUYERS**

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The primary lender will use the "front-end ratio" of housing-expense-to-income to determining the amount of the primary loan and, ultimately, the Program subsidy amount required, bridging the gap between the purchase price (less down payment) and the amount of the primary loan.

### 6.4. RATE AND TERMS FOR PROGRAM LOANS

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan.

Below in A and B are the two types of interests that are allowed on the Program loan. The City may elect to do both types of interest but not on the same loan. The homebuyer may either be offered type A or B (explained below) on their Program loan.

A. The Program loan's term shall be for at least as long as the primary loan. The interest rate shall be three percent (3%) simple. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan.

B. ~~Option for Shared Net Appreciation~~

~~Shared net appreciation may be offered as an alternative to the standard loan terms in Section 6.4.A., above, only with the following terms:~~

~~1) Gross appreciation is calculated by subtracting the original sales price from the current sales price or the current appraised value if the loan accelerating event is other than sale of the property;~~

~~2) Net appreciation is calculated by subtracting the seller's applicable closing costs, seller's cash contribution in the original purchase transaction, the value of seller's sweat equity, if applicable, and the documented value of capital improvements from the gross appreciation amount;~~

~~3) The City may only claim repayment of the principal and a portion of the net appreciation. That maximum portion of the net appreciation which may be claimed by the City is equal to the percentage of the value of the home financed by the Program loan. That is, if the loan equals 20% of the initial value of the home, a maximum of 20% of the net appreciation may be charged by the City;~~

4) In any loan where the Program loan is the only subsidy, the borrower cannot be restricted from selling the home at its fair market value at any time;

5) Loans shall have a term at least as long as the Primary loan.

6) Commencing with the twenty first (21st) anniversary date of the recording of the Deed of Trust, and on each anniversary date thereafter, an amount equal to ten percent (10%) of the total interest accrued shall be forgiven such that at year 30 only the original balance of the loan needs to be repaid.

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### 6.5. LOAN TO VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

### 6.6. BEGIN PROGRAM AFFORDABILITY PERIOD

All BEGIN assisted units will have a Deed of Trust recorded on the title. The unit must be owner-occupied for the first five years of the date of recordation of the deed of trust

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## 7.0. PROGRAM LOAN REPAYMENT

### 7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, upon notification to and approval of the **City**.

### 7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

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

B. The City will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the City's BEGIN Reuse Account, as required by the Program. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the City. The City may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

### 7.3. DUE UPON SALE OR TRANSFER

A. Loans are due upon sale or transfer of title (unless assumable as in B below) or when borrower no longer occupies the home as his/her principal residence or upon the loan maturity date. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment C on loan defaults for further information on property restrictions.

B. Program loans may be assumable if the unit is sold to an eligible low-income homebuyer as approved by the City, after the first five years of recordation of the deed of trust securing the BEGIN loan.

## 7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment C for local loan servicing policies and procedures, and also the City of Woodland BEGIN Program Loan Servicing Plan. In any case, if these two documents should contradict one another, the BEGIN Loan Servicing Plan should take precedent. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

## 7.5. LOAN MONITORING PROCEDURES

City will monitor Borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

A. Owner-occupancy
B. Property tax payment
C. Hazard insurance coverage
D. Good standing on Primary loans

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## 8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the City's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable. Staff will work with local lenders to ensure qualified participants receive only the benefit from the **City**'s Program needed to purchase the housing unit and that leveraged funds will be used when possible, for example in many cases the Primary Lender will not require mortgage insurance with the City's second in place which will save on the homebuyer's monthly payment.

B. Credit worthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's credit-worthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the City and documentation of such maintained in the loan file. The City may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Agency will request any additional documents needed. Documents may be faxed but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Agency will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

## 8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Agency will submit it to the City for approval. City will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

## 8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign both promissory notes, deeds of trust, and statutory lending notices (right of rescission, truth in lending, etcetera); the deeds of trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of notice of default are also recorded with the County Clerk/Recorder.

## 8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined only by physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

## 9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

## 10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

### 10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

### 10.2. PROCEDURE FOR EXCEPTIONAL CIRCUMSTANCES

A. The **City** or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the City's recommended course of action and any written or verbal information supplied by the applicant.

B. The **City** shall make a determination of the exception based on the recommendation of the Agency. The request can be presented to the City's loan committee and/or governing body for a decision.

## 11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. The appeal must be made in writing. **City** has 30 days to review the appeal, seek recommendations from the loan committee, or if none, the City Council, and respond in writing to the applicant.

**ATTACHMENT A**

## 24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

### Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations.

| General Category | Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998) |
|---|---|
| 1. Income from wages, salaries, tips, etc. | The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. |
| 2. Business Income | Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. |
| 3. Interest & Dividend Income | Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. |
| 4. Retirement & Insurance Income | The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions). |
| 5. Unemployment & Disability Income | Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions). |
| 6. Welfare Assistance | Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:· the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus · the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage. |
| 7. Alimony, Child Support, & Gift Income | Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. |
| 8. Armed Forces Income | All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions). |

### Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

| General Category | Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998) |
|---|---|
| 1. Income of Children | Income from employment of children (including foster children) under the age of 18 years. |
| 2. Foster Care Payments | Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone). |
| 3. Inheritance and Insurance Income | Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions). |
| 4. Medical Expense Reimbursements | Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member. |

| | |
|---|---|
| 5. Income of Live-in Aides | Income of a live-in aide (as defined in 24 CFR5.403). |
| 6. Student Financial Aid | The full amount of student financial assistance paid directly to the student or to the educational institution. |
| 7. "Hostile Fire" Pay | The special pay to a family member serving in the Armed Forces who is exposed to hostile fire. |
| 8. Self-Sufficiency Program Income | a. Amounts received under training programs funded by HUD.<br>b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS).<br>c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.<br>d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv).<br>e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program. |
| 9. Gifts | Temporary, nonrecurring, or sporadic income (including gifts). |
| 10. Reparation Payments | Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era. |
| 11. Income from Full-time Students | Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse). |
| 12. Adoption Assistance Payments | Adoption assistance payments in excess of $480 per adopted child. |
| 13. Family Support Act Income | For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period. |
| 14. Social Security & SSI Income | Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts. |
| 15. Property Tax Refunds | Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit. |
| 16. Home Care Assistance | Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home. |
| 17. Other Federal Exclusions | Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:<br>• The value of the allotment made under the Food Stamp Act of 1977;<br>• Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);<br>• Payments received under the Alaskan Native Claims Settlement Act;<br>• Payments from the disposal of funds of the Grand River Band of Ottawa Indians;<br>• Payments from certain submarginal U.S. land held in trust for certain Indian tribes;<br>• Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);<br>• Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);<br>• The first $2,000 of per capita shares received from judgements awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an |

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|---|---|
| | Indian tribe;<br>- Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;<br>- Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);<br>- Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);<br>- Earned income tax credit;<br>- The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and<br>- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs and career intern programs). |

**ATTACHMENT B**
**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the Code of Federal Regulations.

Statements from 24 CFR Part 5 - April 1, 1998

**Inclusions**

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

**Exclusions**

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.

6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

**Attachment C**

## LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF WOODLAND

The City of Woodland, here after called “Lender” has adopted these policies and procedures in order to preserve its financial interest in properties, who’s “Borrowers” have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100 year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property them selves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

8. Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?

2) Can the Borrower refinance with a private lender and pay off the Lender?

3) Can the Borrower sell the property and pay off the Lender?

4) Does the balance warrant foreclosure? (If the balance is under $5,000, the expense to foreclose may not be worth pursuing.)

5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

**Attachment D**

**CITY OF WOODLAND**

**Disclosure to Seller with Voluntary, Arm's Length Purchase Offer**

**DECLARATION**

This is to inform you that (name of buyers)________ would like to purchase the property, located at (address)_________________, if a satisfactory agreement can be reached. We are prepared to pay $____________ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, ___________________, thru the agency, (City of Woodland)_____________ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the City _______________________________ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is $__________ and was estimated by ______________________________________, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at: _____________________________________________. If you have any questions about this matter, please contact _________________________at ______________________.

Sincerely,

___________________________________
Title

________________________________ ______________________
*Buyer* Date

________________________________ ______________________
*Buyer* Date

Form continues on next page with Seller's Acknowledgment

**Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)**

**Acknowledgement**

As the Seller I/we understand that the (affiliation and title of inspector) ________________ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Woodland's program, the property must be currently owner-occupied, vacant for four months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 4 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

***I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.***

| | |
|---|---|
| ________________________________ | ______________________ |
| *Seller* | Date |
| ________________________________ | ______________________ |
| *Seller* | Date |

**Attachment E**

**CITY OF WOODLAND**

INSTRUCTIONS TO HOME BUYER

A. Participant works with lender of choice to obtain the primary lender's pre-qualification letter.

B. Participant works with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. Preference will be given to vacant or owner occupied homes rather then tenant occupied.

C. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Agency with a copy of:
   - real estate sales contract
   - residential loan application
   - credit report
   - verified income documentation
   - disclosure statement
   - proof of personal funds for participation in program
   - breakdown of closing costs
   - structural pest control clearance
   - appraisal with photos
   - escrow instructions
   - preliminary title report

D. Agency reviews paper work to determine program eligibility and financing affordability for participant etc.

E. Agency staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and home ownership responsibilities.

F. Agency has home inspected (if necessary) to meet HQS or code compliance (dependent upon the program). Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action.

G. Agency requests loan approval from City's City Manager. Following loan approval, Agency prepares Deed of Trust, Promissory Note, Notice of Default, Grant Agreement, Owner Occupant Agreement with City, requests checks and deposits same into escrow.

H. Escrow company furnishes Agency with proof of documents to be recorded, and any escrow close out information. After receipt of recorded loan documents, HUD I, Insurance Loss Payee Certification and Final Title Insurance Policy, Agency closes out the loan file.

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-380 **Version:** 1 | **Name:** | |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |
| **Title:** | SUBJECT: Appoint Council Member to Sacramento-Yolo Mosquito and Vector Control District Board<br><br>Recommendation for Action: It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2015. | | |
| **Sponsors:** | | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 13, 2013

SUBJECT: Appoint Council Member to Sacramento-Yolo Mosquito and Vector Control District Board

**Recommendation for Action:** It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2015.

**Background Information**

The City of Woodland holds a seat on the Sacramento-Yolo Mosquito and Vector Control District Board. Then Council Member Neal Peart was appointed to represent the City on this Board on December 2, 2003 to serve a term of four years and reappointed two other times in 2007 and 2011.

After serving thirteen years on the Sacramento-Yolo Mosquito and Vector Control District Board, Mr. Neal Peart is retiring.

In 1915, the California Legislature adopted the "Mosquito Abatement Act" (now incorporated into the State Health and Safety Code, Chapter 5 of Division 3) which formed the basis for the creation, function and governing powers of Mosquito Abatement Districts.

On June 18, 1946, the Sacramento County-Yolo County Mosquito Abatement District was formed by joint resolution of the Board of Supervisors for Sacramento and Yolo Counties. The driving force behind the formation of the District was the need for the protection against mosquito-borne diseases and relief from serious pest nuisance.

In July of 1990, the District Board voted by resolution to change the name of the District to the Sacramento-Yolo Mosquito and Vector Control District to better reflect the expanded services and responsibilities the District assumed regarding ticks, yellow jackets and other vectors.

The District is governed by a Board of Trustees, each representing one of the incorporated cities and/or one of the counties within the District's boundaries. Each Trustee is appointed by a City Council Member or by the County Supervisors. Board meetings are held at 1:15 p.m. on the third Tuesday of each month in Elk Grove.

## Conclusion

It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2015.

Prepared by: Ana Gonzalez
City Clerk

Paul Navazio, City Manager

# City of Woodland

300 First Street
Woodland, CA 95695

City of Woodland

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 13-347 | **Version:** 1 | **Name:** | | |
| **Type:** | Consent Item(s) | | **Status:** | Agenda Ready | |
| **File created:** | 11/22/2013 | | **In control:** | City Council | |
| **On agenda:** | 12/17/2013 | | **Final action:** | | |

**Title:** SUBJECT: Accept the AB1600 Development Fees Annual Report for the Fiscal Year Ended June 30, 2013

Recommendation for Action: Staff recommends that the City Council review and accept the attached AB1600 Annual Report for the year ended June 30, 2013.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** AB 1600 FY 13 Summary by Fund.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Accept the AB1600 Development Fees Annual Report for the Fiscal Year Ended June 30, 2013

**Recommendation for Action:** Staff recommends that the City Council review and accept the attached AB1600 Annual Report for the year ended June 30, 2013.

**Staff Contact**

Lynn Johnson, Senior Management Analyst - 530-661-5979, lynn.johnson@cityofwoodland.org

**Council Goal**

This recommendation is consistent with the City's goals for fiscal responsibility and governance. Annual reporting of revenues and expenditures related to development impact fees provides enhanced accountability and transparency to the community.

**Fiscal Impact**

There is no fiscal impact related to accepting the AB1600 Annual Report. All revenues and expenses have been recorded and expended according to Government Code Section 66006.

**Report in Brief**

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the public agency (City Council) within 180 days of the close of a fiscal year.

**Background**

In 1978, following the passage of Proposition 13, many cities began charging fees on new development to fund public improvements and services such as streets, park facilities, sewers and storm drains. These fees are commonly known as development impact fees. In order to ensure that these fees are spent in a timely manner and on projects for which they were collected, the State Legislature passed a bill known as AB1600 (Mitigation Fee Act). This bill applies to developer fees which were increased or imposed on or after January 1, 1989. AB1600 enacts Government Code Sections 66000-66008 which generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees, and establish a “nexus” or connection between a development project or class of projects and the public improvement that will be financed with the fee.
2. The fee revenue must be segregated from the general fund in order to avoid commingling of public improvement fees and the general fund.
3. If a jurisdiction has had possession of a developer fee for five or more years and has not committed the money to a project or spent the money, then it must make findings describing the continuing need for that money. In addition, an annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers for loans from the fee account. This report is to be reviewed by the local agency assessing the fees.
4. If a local jurisdiction cannot make the findings required under paragraph three (3), the City must refund the fees collected.

**Discussion**

The City of Woodland development fees covered by AB1600, and documented in the attached report, include the following:

- General City impact fee
- Parks and Recreation impact fee
- Police impact fee
- Fire protection impact fee
- Library impact fee
- Surface Water impact fee
- Storm Drainage impact fee
- Road impact fee
- Water impact fee
- Wastewater impact fee

Staff examined each of the funds for the impact fees listed above to determine if any development fees remain unexpended five years or more after receipt and are subject to refund. Based on our analysis, no refunds are due. Unexpended fund balances represent fees collected for respective Council approved projects which will be financed and implemented when financially feasible or practical.

This is the second year of reporting for the Surface Water impact fee which was adopted by Council on June 21, 2011. This new impact fee will not show direct expenditures, but will be used to pay down long-term debt associated with the Surface Water Supply Project. This impact fee allows for the development community to pay their fair share of the capacity designed within the Surface Water Supply project to support future growth in the community. For FY2013, we collected approximately $162,000 from the new impact fee.

The nature of AB1600 funds is such that timing of receipt of revenues and construction of the related capital projects rarely coincide. Ideally, revenues will be collected over time and accumulated until a development related project is needed; in years of construction, accumulated reserves will be used up. For many years it was the City's practice to construct projects in advance of collecting sufficient funds through borrowing from other city funds, or by issuing long term external debt. This practice has resulted in certain of the AB1600 funds operating with very large deficit balances. In response to the financial imbalances, the City adopted a Budget & Fiscal Policy in 2009 that states:

- Discontinue the practice of internal borrowing between enterprise and categorical funds; funding for capital projects must be determined based on the available resources within each fund to meet its cash payment or debt service requirements and strategies to balance each fund and implement fund integrity should be continued.
- Discontinue the practice of issuing bonds or desired capital improvements based on projected development and the collection of impact fees associated with development. This source of revenue is dependent on the level of economic activity within the region and is uncertain and unstable.

While expenditures on major capital projects have been delayed or altogether cancelled in the Capital Improvement Plan, the City is still required to pay continuing annual debt service for debt that was secured by impact fee revenues prior to the adoption of the Budget & Fiscal Policy. In addition, the City's AB1600 impact fee revenues continue to be affected by the slump in residential and commercial development. Further complicating the revenue/expenditure imbalance is the significant reduction of the development impact fees that occurred in December 2008.

Development fee revenues for FY 2013 have more than doubled since last year, but are still significantly less than expenditures. In comparison, five year ago our total development fee revenue was just shy of $11 million. For FY 2013, our total development fee revenue is almost $1.6 million.

For FY 2013, expenditures from the AB1600 funds exceeded revenues by approximately $4.4 million. While the majority of the funds showed a deficit for FY 2013, the largest imbalance occurred in the Park Development fund, which posted a loss of $1.64 million. Almost all of the expense in the Park fund was the contribution for annual debt service payments. Although not reflected in the AB1600 annual report, this huge deficit was covered by the annual internal loan of $2 million from Measure E to the Park Development fund approved by Council on March 20, 2012.

The other fund with a large FY2013 imbalance was the Wastewater fund which also has significant on-going expenditures related to debt service payments. As Council is aware, the debt service related to this fund was discussed as part of the recent sewer rate study. The sewer rates approved for January 2014 and beyond include sufficient revenue to cover this on-going debt service requirement until such time as this fund can pay its share of debt service and begin repayment to the sewer enterprise fund. Additionally, the increased sewer enterprise revenue will allow us to refund a portion of the outstanding debt to a lower interest rate thus reducing overall cost of debt service.

We will be reviewing and updating our impact fee program this year. It is our intention to better align the development assumptions assumed in the fee program with the growth rates we are currently experiencing and anticipate for the next several years. As part of the review we will also update projects to reflect any major changes. Once the General Plan is complete, we will embark on a full update of the impact fee program.

**Conclusion**

Staff recommends that the City Council review and accept the attached AB1600 Annual Report for the year ended June 30, 2013.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

AB1600 Annual Report for FY 2013

Attachment 1
AB1600 Annual Report
Development Impact Fees
City of Woodland
Fiscal Year Ended June 30, 2013

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the public agency (City Council) within 180 days of the close of a fiscal year.

This report summarizes the following information for each of the development fee programs:

1. A brief description of the fee program.
2. Schedule of fees.
3. Beginning and ending balances of the fee program.
4. Disbursement information.

**ANALYSIS**

For the fiscal year ended June 30, 2013, fund revenues (development fees, interest income, bond proceeds, etc.) totaled $1,601,867, while expenditures totaled $6,000,533.

The table below summarizes annual fee revenues directly relating to impact fees and related project expenditures:

| Category | Development Fee Revenues | Other Revenues | Total Revenues | Expenditures | Net Difference |
|---|---|---|---|---|---|
| General City | $ 86,158 | $ - | $ 86,158 | $ 568,666 | $ (482,508) |
| Parks & Recreation | $ 215,573 | $ - | $ 215,573 | $ 1,857,909 | $ (1,642,336) |
| Police | $ 90,066 | $ - | $ 90,066 | $ 81,219 | $ 8,847 |
| Fire | $ 85,707 | $ - | $ 85,707 | $ 281,381 | $ (195,674) |
| Library | $ 17,175 | $ - | $ 17,175 | $ 96,164 | $ (78,989) |
| Surface Water | $ 161,979 | $ - | $ 161,979 | $ - | $ 161,979 |
| Storm Drainage | $ 46,501 | $ 20,959 | $ 67,460 | $ 208,811 | $ (141,351) |
| Roads | $ 415,596 | $ - | $ 415,596 | $ 1,052,470 | $ (636,874) |
| Water | $ 38,736 | $ - | $ 38,736 | $ 74,015 | $ (35,279) |
| Wastewater | $ 423,417 | $ - | $ 423,417 | $ 1,779,898 | $ (1,356,481) |
| **Total** | **$ 1,580,908** | **$ 20,959** | **$ 1,601,867** | **$ 6,000,533** | **$ (4,398,666)** |

# FUND 510 - GENERAL CITY DEVELOPMENT

**General City Development Fee Description**

General City development fees are used to expand/construct City Hall and other general City facilities (including technology improvements/updates) to meet the needs of the increased residential population and increase in commercial enterprises

**General City Development Fee Schedule**

| Category | Basis | Fee |
|---|---|---|
| Single Family Residential- Infill | Unit | $ 794.00 |
| Single Family Residential- Downtown | Unit | $ 794.00 |
| High-Density Single Family | Unit | $ 662.00 |
| Age-Restricted Single Family | Unit | $ 477.00 |
| Multi-family Residential | Unit | $ 662.00 |
| Age-Restricted Multi-family | Unit | $ 477.00 |
| Retail | Sq Ft | $ 0.67 |
| Service | Sq Ft | $ 0.60 |
| Office | Sq Ft | $ 0.76 |
| Industrial | Sq Ft | $ 0.16 |
| Downtown Retail | Sq Ft | $ 0.67 |

**General City Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance** | | | $3,059,305 | $2,962,565 | $2,885,405 | $2,473,472 | $2,378,077 |
| **REVENUES** | | | | | | | |
| Development Fees | | | 318,451 | 54,563 | 158,444 | 44,773 | 86,158 |
| Interest Earnings | | | 87,935 | 29,595 | 14,557 | | |
| Other Revenue | | | - | - | 92,048 | - | - |
| **Total Revenue** | | | **406,386** | **84,158** | **265,050** | **44,773** | **86,158** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| City 100 | 0513 | SLSP Backbone - Pkg B | (4,978) | 794 | - | - | - |
| City-103 | 0706 | General Plan Update | - | - | - | - | 277,566 |
| CITY-102 | 0711 | Tech Enhancements - Enterprise | 19,965 | 28,867 | - | - | - |
| CITY-102 | 0713 | Tech Enhancements - Website | 7,009 | 38 | - | - | - |
| CITY-102 | 0714 | Tech Enhancements - Governance | 39,849 | - | - | - | - |
| CITY-6 | 0724 | MPFP Update | 11,576 | - | - | - | - |
| CITY-5 | 0725 | MSC Expansion | 284,147 | 2,380 | - | - | - |
| CITY-106 | 0837 | Resource Management System (EIS) | 14,446 | 89,631 | 139,724 | 80,519 | 53,916 |
| CITY-106 | 0845 | Enterprise GIS Database | | 7,500 | - | - | - |
| CITY-102 | 0850 | Community Development GIS Layers | - | 2,742 | - | - | - |
| CITY-102 | 0851 | Specialized Imagery | | | | 3,739 | |
| CITY-102 | 0852 | PW GIS Layers | 2,439 | 6,150 | - | - | - |
| CITY-6 | 0857 | MPFP Update | - | - | 1,200 | - | - |
| CITY-102 | 0865 | VMWare | 113,442 | - | - | - | - |
| CITY-102 | 7849 | Debt Service on VOIP | - | - | 16,249 | 32,497 | 47,657 |
| CITY-102 | 0932 | Voice Over Internet Protocol (VOIP) | - | 6,623 | 478,557 | 5,997 | - |
| CITY-102 | 1109 | Integrated Video Publishing System | - | - | 15,097 | - | - |
| | 1308 | Habitat/Natural Conservation JPA | - | - | - | - | 158,587 |
| | 9000 | Force Account | 15,231 | 16,593 | 26,156 | 17,415 | 30,940 |
| **Total Expenditures** | | | **503,127** | **161,317** | **676,983** | **140,167** | **568,666** |
| Excess(deficiency) revenues | | | (96,740) | (77,160) | (411,933) | (95,395) | (482,508) |
| **Total Available Fund Equity at June 30** | | | **$2,962,565** | **$2,885,405** | **$2,473,472** | **$2,378,077** | **$1,895,569** |

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required
The fund equity as of June 30, 2013 represents collected fees earmarked for future technology enhancement projects and completion of various studies.

## FUND 540 - PARK & RECREATION DEVELOPMENT

**Park Development Fee Description**

Park development fees are used to acquire park land, equipment and to construct or expand a variety of recreational facilities such as sports parks, Community Senior Center, tennis courts and swimming pools as related to the impact of growth on the City.

**Park Development Fee Schedule**

| Spring Lake | | | | Other City | | | |
|---|---|---|---|---|---|---|---|
| Category | | Fee | | Category | Basis | Fee | |
| Single Family Residential- Infill | Unit | $ | 3,627 | Single Family Residential- Infill | Unit | $ | 6,594 |
| Single Family Residential- Downtown | Unit | | N/A | Single Family Res- Downtown | Unit | $ | 6,594 |
| High-Density Single Family | Unit | $ | 3,022 | High-Density Single Family | Unit | $ | 5,494 |
| Age-Restricted Single Family | Unit | $ | 2,175 | Age-Restricted Single Family | Unit | $ | 3,955 |
| Multi-family Residential | Unit | $ | 3,022 | Multi-family Residential | Unit | $ | 5,494 |
| Age-Restricted Multi-family | Unit | $ | 2,175 | Age-Restricted Multi-family | Unit | $ | 3,955 |

**Park Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance** | | | $ 3,988,058 | $ 864,324 | $ (503,065) | $(2,516,172) | $(4,716,917) |
| **REVENUES** | | | | | | | |
| Development Fees | | | 957,945 | 179,506 | 237,659 | 55,559 | 215,573 |
| Interest Earnings | | | 66,629 | - | - | - | - |
| Other Revenue | | | 937 | - | - | - | - |
| **Total Revenue** | | | **1,025,511** | **179,506** | **237,659** | **55,559** | **215,573** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| CC1 Ph1 | 0015 | Community Senior Center | 194,096 | - | - | - | - |
| | 0801 | Community Center Phase II | 1,544,478 | 29,227 | - | - | - |
| | 0803 | Sports Park Phase I | 94,254 | - | - | - | - |
| | 7914 | 2005 Bond Debt Service Pymts | 1,760,186 | 999,955 | 1,759,343 | 1,760,566 | 1,399,799 |
| | 7919 | 2007 Bond Debt Service Pymts | 438,265 | 438,036 | 439,256 | 439,943 | - |
| | 7925 | 2012 Refunding of 2007 Debt | - | - | - | - | 402,868 |
| | 9000 | Force Account | 117,966 | 79,677 | 52,167 | 55,796 | 55,242 |
| **Total Expenditures** | | | **4,149,245** | **1,546,894** | **2,250,766** | **2,256,305** | **1,857,909** |
| Excess(deficiency) revenues | | | (3,123,734) | (1,367,388) | (2,013,107) | (2,200,746) | (1,642,336) |
| **Total Available Fund Equity at June 30** | | | **$ 864,324** | **$ (503,065)** | **$(2,516,172)** | **$(4,716,917)** | **$(6,359,253)** |

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

## FUND 550 - POLICE DEVELOPMENT FUND

**Police Development Fee Description**

Police development fees are used to expand/construct police service facilities and to acquire equipment related to the impact of growth on the City.

**Police Development Fee Schedule**

| Category | Basis | Fee |
|---|---|---|
| Single Family Residential- Infill | Unit | $ 1,047 |
| Single Family Residential- Downtown | Unit | $ 1,047 |
| High-Density Single Family | Unit | $ 873 |
| Age-Restricted Single Family | Unit | $ 144 |
| Multi-family Residential | Unit | $ 873 |
| Age-Restricted Multi-family | Unit | $ 144 |
| Retail | Sq Ft | $ 0.87 |
| Service | Sq Ft | $ 0.79 |
| Office | Sq Ft | $ 0.99 |
| Industrial | Sq Ft | $ 0.22 |
| Downtown Retail | Sq Ft | $ 0.87 |

**Police Development Fund Collections & Expenditures**

| | | | | Fiscal Year | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance** | | | $ (4,147,094) | $ (4,012,915) | $ (3,948,519) | $ (3,760,263) | $ (3,821,160) |
| **REVENUES** | | | | | | | |
| Development Fees | | | 282,274 | 65,555 | 188,183 | 39,772 | 90,066 |
| Interest Earnings | | | (119,405) | - | 4,027 | - | - |
| **Total Revenue** | | | **162,869** | **65,555** | **192,210** | **39,772** | **90,066** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| | 0624 | Vehicle Purchase | 26,891 | - | - | - | 5,000 |
| | 0841 | Computer Aided Dispatch | - | - | - | 96,713 | 63,955 |
| | 9000 | Force Account | 1,799 | 1,158 | 3,955 | 3,955 | 12,264 |
| **Total Expenditures** | | | **28,690** | **1,158** | **3,955** | **100,668** | **81,219** |
| Excess(deficiency) revenues | | | 134,179 | 64,397 | 188,255 | (60,896) | 8,847 |
| **Total Available Fund Equity at June 30** | | | **$ (4,012,915)** | **$ (3,948,519)** | **$ (3,760,263)** | **$ (3,821,160)** | **$ (3,812,313)** |

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

# FUND 560 - FIRE DEVELOPMENT FUND

**Fire Development Fee Description**

Fire development fees are used to expand/construct fire service facilities and to acquire equipment related to the

**Fire Development Fee Schedule**

| Category | Basis | Fee |
|---|---|---|
| Single Family Residential- Infill | Unit | $ 1,224 |
| Single Family Residential- Downtown | Unit | $ 1,224 |
| High-Density Single Family | Unit | $ 917 |
| Age-Restricted Single Family | Unit | $ 1,010 |
| Multi-family Residential | Unit | $ 917 |
| Age-Restricted Multi-family | Unit | $ 755 |
| Retail | Sq Ft | $ 0.82 |
| Service | Sq Ft | $ 0.76 |
| Office | Sq Ft | $ 0.88 |
| Industrial | Sq Ft | $ 0.42 |
| Downtown Retail | Sq Ft | $ 0.82 |

**Fire Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance** | | | $ 72,148 | $ 47,295 | $ (197,078) | $ (394,955) | $ (708,257) |
| **REVENUES** | | | | | | | |
| Development Fees | | | 378,861 | 55,025 | 136,553 | 30,385 | 85,707 |
| Interest Earnings | | | 5,161 | - | 4,832 | | |
| **Total Revenue** | | | **384,021** | **55,025** | **141,385** | **30,385** | **85,707** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| | 0130 | Command Vehicle Fire 108 | 37,822 | - | - | - | - |
| FIRE-104 | 0227 | Relocation of Fire Station | 12,936 | - | - | - | - |
| | 0325 | Fire Station 4 and Engine | 9,445 | 11,981 | - | - | - |
| | 9000 | Force Account | 55,782 | 55,003 | 46,425 | 49,874 | 49,161 |
| | 7914 | 2005 Cap Project Debt Service | 292,888 | 232,414 | 292,837 | 293,813 | 232,220 |
| **Total Expenditures** | | | **408,874** | **299,397** | **339,262** | **343,688** | **281,381** |
| Excess(deficiency) revenues over expenditures | | | (24,853) | (244,373) | (197,877) | (313,302) | (195,674) |
| **Total Available Fund Equity at June 30** | | | **$ 47,295** | **$ (197,078)** | **$ (394,955)** | **$ (708,257)** | **$ (903,931)** |

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

## FUND 570 - LIBRARY DEVELOPMENT FUND

**Library Development Fee Description**

Library development fees are used to expand/construct library facilities and to acquire equipment related to the impact of growth on the

**Library Development Fee Schedule**

| Category | Basis | Fee |
|---|---|---|
| Single Family Residential- Infill | Unit | $ 49 |
| Single Family Residential- Downtown | Unit | $ 49 |
| High-Density Single Family | Unit | $ 41 |
| Age-Restricted Single Family | Unit | $ 30 |
| Multi-family Residential | Unit | $ 41 |
| Age-Restricted Multi-family | Unit | $ 30 |
| Retail | Sq Ft | $ 0.01 |
| Service | Sq Ft | $ 0.01 |
| Office | Sq Ft | $ 0.01 |
| Industrial | Sq Ft | $ - |
| Downtown Retail | Sq Ft | $ 0.01 |

**Library Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance** | | | $1,044,943 | $1,097,283 | $1,048,525 | $ 981,188 | $ 898,877 |
| **REVENUES** | | | | | | | |
| Development Fees | | | 90,029 | 2,440 | 11,028 | 12,391 | 17,175 |
| Interest Earnings | | | 31,904 | 8,969 | 6,660 | - | - |
| **Total Revenue** | | | **121,933** | **11,408** | **17,688** | **12,391** | **17,175** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| | 9000 | Force Account | 4,323 | 5,246 | 5,690 | 9,188 | 9,335 |
| LIB-3 | 9445 | Library Collection Material | 65,270 | 54,921 | 79,335 | 85,513 | 86,829 |
| **Total Expenditures** | | | **69,593** | **60,166** | **85,025** | **94,702** | **96,164** |
| Excess(deficiency) revenues over expenditures | | | 52,340 | (48,758) | (67,338) | (82,311) | (78,989) |
| **Total Available Fund Equity at June 30** | | | **$1,097,283** | **$1,048,525** | **$ 981,188** | **$ 898,877** | **$ 819,888** |

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required.
The fund equity as of June 30, 2013 represents collected fees that are earmarked for future library projects

# FUND 580 - SURFACE WATER DEVELOPMENT FUND

## Surface Water Development Fee Description

Surface Water Development fees are used to finance part of the capital improvements including surface water rights and treatment facilities needed to provide treated water to the new customer growth in the City.

## Surface Water Development Fee Schedule

All Users (by meter size)

| Meter Size | Weight Factor | Calculated Fee | Admin Fee |
|---|---|---|---|
| 1" | 1.0 | $ 2,742 | $ 21 |
| 1 1/2" | 2.0 | $ 5,484 | $ 41 |
| 2" | 3.2 | $ 8,774 | $ 66 |
| 3" | 6.0 | $ 16,451 | $ 123 |
| 4" | 10.0 | $ 27,419 | $ 206 |
| 6" | 20.0 | $ 54,838 | $ 411 |
| 8" | 32.0 | $ 87,740 | $ 658 |

## Surface Water Development Fund Collections & Expenditures

| | Fiscal Year 2012 | Fiscal Year 2013 |
|---|---|---|
| **Beginning Balance**** | $ - | $ 40,125 |
| **REVENUES** | | |
| Development Fees | 40,125 | 161,979 |
| Interest Earnings | - | - |
| **Total Revenue** | **40,125** | **161,979** |
| **EXPENDITURES** | | |
| MPFP # Program Title | | |
| **Total Expenditures** | **-** | **-** |
| Excess(deficiency) revenues over expenditures | 40,125 | 161,979 |
| **Total Available Fund Equity at June 30** | **$ 40,125** | **$ 202,104** |

**The Surface Water Development Fee was adopted by Council on June 21, 2011. There was no beginning balance as of July, 1, 2011

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

## FUND 581 - STORM DRAIN DEVELOPMENT FUND

**Storm Drain Development Fee Description**

Storm Drain development fees are used to expand/construct drainage facilities to maintain adequate drainage throughout the City by reducing the impacts of new development. The impact fee for Storm Drain is calculated by "fee area" so that each part of the City will be responsible for the fees

**Storm Drain Development Fee Schedule**

| | Residential fee per acre | | Non-residential fee per acre | | | | |
|---|---|---|---|---|---|---|---|
| | **Single-Family** | **Multifamily** | **Retail** | **Service** | **Office** | **Industrial** | **Schools** |
| Area E1 | $8,347 | $12,521 | $13,029 | $13,355 | $13,355 | $13,355 | $10,475 |
| Area E2 | $7,150 | $10,725 | $11,162 | $11,440 | $11,440 | $11,440 | $8,973 |
| Area E3 | $5,266 | $7,899 | $8,221 | $8,426 | $8,426 | $8,426 | $6,609 |
| Area E4 | $5,490 | $8,235 | $8,570 | $8,784 | $8,784 | $8,784 | $6,890 |
| Area E5 | $2,055 | $3,083 | $3,208 | $3,288 | $3,288 | $3,288 | $2,579 |
| Area E6 | $1,487 | $2,231 | $2,322 | $2,379 | $2,379 | $2,379 | $1,866 |
| Area N1 | $40,473 | $60,710 | $63,178 | $64,757 | $64,757 | $64,757 | $50,794 |
| Area N2 | $34,857 | $52,286 | $54,411 | $55,771 | $55,771 | $55,771 | $43,746 |
| Area S6a | $10,746 | $16,119 | $16,774 | $17,194 | $17,194 | $17,194 | $13,486 |
| Area S6b | $10,622 | $15,933 | $16,581 | $16,995 | $16,995 | $16,995 | $13,331 |

**Storm Drain Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance**** | | | $348,785 | $ (25,568) | $(1,042,091) | $(1,116,224) | $(1,254,322) |
| **REVENUES** | | | | | | | |
| Development Fees | | | 121,751 | 12,518 | 38,083 | 35,262 | 46,501 |
| Interest Earnings | | | 5,631 | - | - | - | - |
| Other Revenue | | | 20,958 | - | - | - | - |
| Developer In Lieu | | | - | 11,089 | 82,473 | 22,426 | 20,959 |
| **Total Revenue** | | | **148,339** | **23,606** | **120,556** | **57,688** | **67,460** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| PUB-100 | 0053 | GIS Database | 2,125 | - | - | - | - |
| | 0604 | Water Quality/ Storz Pond | 66,006 | - | - | - | - |
| SD-212 | 0607 | S. Canal Pump & Bypass | 26,355 | 783 | - | - | - |
| | 0752 | Floodplain Mgmt N Area | 121,403 | 16,843 | - | - | - |
| SD-202 | 0818 | Dubach Park Demolition | 32,012 | - | - | - | - |
| SD-202 | 0818 | Purchase of Detention Ponds (Dubach) | - | 750,000 | - | - | - |
| | 0931 | Storz Pond | - | - | 9,743 | 2,791 | 4,427 |
| | 9000 | Force Account | 274,792 | 272,504 | 184,947 | 192,995 | 204,384 |
| **Total Expenditures** | | | **522,692** | **1,040,130** | **194,690** | **195,786** | **208,811** |
| Excess(deficiency) revenues over expenditures | | | (374,352) | (1,016,523) | (74,133) | (138,098) | (141,351) |
| **Total Available Fund Equity at June 30** | | | **$ (25,568)** | **$(1,042,091)** | **$(1,116,224)** | **$(1,254,322)** | **$(1,395,673)** |

** Beginning balance does not include long-term advance of pre-1991 fungible monies to the Storm Drain Enterprise Fund. These monies are not subject to the requirements of AB1600 and are not available for spending.

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

# FUND 582 - ROAD DEVELOPMENT FUND

**Road Development Fee Description**

Road Development fees are used to expand/construct streets, roads, interchanges, studies, signals and other projects related to the impact of expansion on the City.

**Road Development Fee Schedule**

| Category | Basis | Fee |
|---|---|---|
| Single Family Residential- Infill | Unit | $ 5,292 |
| Single Family Residential- Downtown | Unit | $ 3,862 |
| High-Density Single Family | Unit | $ 3,862 |
| Age-Restricted Single Family | Unit | $ 1,518 |
| Multi-family Residential | Unit | $ 3,862 |
| Age-Restricted Multi-family | Unit | $ 478 |
| Retail | Sq Ft | $ 6.47 |
| Service | Sq Ft | $ 4.67 |
| Office | Sq Ft | $ 4.55 |
| Industrial | Sq Ft | $ 2.61 |
| Downtown Retail | Sq Ft | $ 4.67 |

**Road Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | | |
|---|---|---|---|---|---|---|---|
| | | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance** | | | $ (885,740) | $ (1,102,484) | $ (1,745,100) | $ (2,692,628) | $ (3,048,744) |
| **REVENUES** | | | | | | | |
| Development Fees | | | 1,788,897 | 346,919 | 1,507,439 | 173,343 | 415,596 |
| Interest Earnings | | | (30,742) | - | 53,232 | - | - |
| Other Revenue | | | - | | 949,614 | 38,028 | - |
| **Total Revenue** | | | **1,758,154** | **346,919** | **2,510,284** | **211,371** | **415,596** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| NTS-28 | 0004 | Lemen/North/East Realign | 145,652 | 104,151 | 103,821 | 90,244 | 149,486 |
| IGS-100 | 0006 | 1-5/113 Phase 2 | 52,656 | 17,775 | 6,255 | 10,846 | 4,362 |
| PUB-100 | 0053 | GIS Database | 2,248 | - | 63 | - | - |
| NTS-113 | 0102 | Brannigan Pioneer Signal | 48,848 | - | - | - | - |
| UTM-100 | 0104 | Traffic Model Updates | 5,588 | 7,261 | - | - | - |
| TES-100 | 0228 | Traffic Engineering Serv | 12,509 | 3,173 | 2,465 | 29,760 | 8,092 |
| IGS-1 | 0301 | Signal at I-5/102 | - | - | 1,041 | - | - |
| SW-1A/B | 0407 | Widening & Recon Kentucky | 6,832 | - | - | - | - |
| SW-2 | 0513 | SLSP Package B Improvements | (557) | 83,126 | - | - | - |
| NTS-115 | 0514 | TRAF SIG - PION & FARNHAM | 48,861 | - | - | - | - |
| BPF-1 | 0515 | E Main St Bikeway | - | 2,687 | - | - | - |
| NTS-19 | 0530 | NTS Kentucky/CR 98 | 7,993 | - | 100 | - | - |
| SC-12 | 0614 | Road Rehab Project 2007 | 413 | - | - | - | - |
| SC-12 | 0615 | Beamer Street Undercrossing Rehab | 7,876 | | | - | - |
| NTS-11 | 0737 | Gibson/Cottonwood Signal | 1,244 | - | 299,200 | - | - |
| TSM-200 | 0740 | Pioneer/Gum Signal Improvements | 15,475 | - | - | - | - |
| SC-12 | 0744 | 2008 Road Rehab | 616,756 | 6,191 | - | - | - |
| IGS-100 | 0820 | I-5/113 UTILITY RELOCATE | 27,424 | 27,435 | 206 | - | - |
| BPF-200 | 0826 | 08 SAFE ROUTES TO SCHOOL | 7,726 | 69,933 | 2,860 | - | - |
| TSM-202 | 1127 | Main St/Cleveland Signal Intersection | - | - | - | 2,614 | 702 |
| SW-2 | 1301 | Gibson Frontage Improvements | - | - | - | - | 132,157 |
| NTS-33 | 1304 | Parkside Reimbursement | - | - | - | - | 338,000 |
| NTS-33 | 1306 | Safe Routes to School | - | - | - | - | 6,962 |
| | 9000 | Force Account | 485,601 | 482,758 | 468,159 | 421,578 | 412,351 |
| TP-3 | 9524 | Planning/Analysis Studies | 2,631 | 8,645 | 4,774 | 6,344 | 304 |
| IGS-1 | 9724 | I-5/CR 102 Interchange | 479,122 | 176,401 | 2,531,421 | 4,955 | 54 |
| NTS-33 | 9801 | NTS E.GUM & MATMOR | - | - | 37,448 | 1,145 | - |
| **Total Expenditures** | | | **1,974,898** | **989,535** | **3,457,813** | **567,487** | **1,052,470** |
| Excess(deficiency) revenues over expenditures | | | (216,744) | (642,616) | (947,529) | (356,115) | (636,874) |
| **Total Available Fund Equity at June 30** | | | **$ (1,102,484)** | **$ (1,745,100)** | **$ (2,692,628)** | **$ (3,048,744)** | **$ (3,685,618)** |

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

# FUND 584 - WATER DEVELOPMENT FUND

**Water Development Fee Description**

Water Development fees are used to build new capacity in the water infrastructure system as related to the impact of growth

**Water Development Fee Schedule**

| Category | Basis | Fee |
|---|---|---|
| Single Family Residential- Infill | Unit | $ 527 |
| Single Family Residential- Downtown | Unit | $ 527 |
| High-Density Single Family | Unit | $ 323 |
| Age-Restricted Single Family | Unit | $ 316 |
| Multi-family Residential | Unit | $ 323 |
| Age-Restricted Multi-family | Unit | $ 258 |
| Retail | Sq Ft | $ 0.14 |
| Service | Sq Ft | $ 0.15 |
| Office | Sq Ft | $ 0.10 |
| Industrial | Sq Ft | $ 0.14 |
| Downtown Retail | Sq Ft | $ 0.14 |

**Water Development Fund Collections & Expenditures**

| MPFP # | Program | Title | Fiscal Year 2009 | 2010 | 2011 | 2012 | 2013 |
|---|---|---|---|---|---|---|---|
| **Beginning Balance**** | | | $ 344,721 | $ 720,061 | $ 634,441 | $ 1,053,751 | $ 1,002,265 |
| **REVENUES** | | | | | | | |
| Development Fees | | | 681,581 | 291,209 | 496,590 | 18,487 | 38,736 |
| Interest Earnings | | | 21,308 | 13,487 | 2,677 | - | - |
| **Total Revenue** | | | **702,889** | **304,696** | **499,267** | **18,487** | **38,736** |
| **EXPENDITURES** | | | | | | | |
| PUB-100 | 0053 | GIS Database | 2,218 | - | - | - | - |
| WTR-9 | 0101 | County Well Acquisition | 18,843 | 470 | 4,970 | - | - |
| WTR-130 | 0534 | New Water Well 25 | 69,492 | 473 | - | - | - |
| WTR-109 | 0749 | Water Tank Replacement | 2,216 | - | - | - | - |
| WTR-13 | 0750 | Water Focused Study | 83,815 | 3,277 | - | - | - |
| WTR-139 | 0807 | Surface Water Project | 64,293 | 294,716 | 5,743 | - | - |
| | 9000 | Force Account | 86,671 | 91,380 | 69,244 | 69,973 | 74,015 |
| **Total Expenditures** | | | **327,549** | **390,316** | **79,957** | **69,973** | **74,015** |
| Excess(deficiency) revenues over expenditures | | | 375,340 | (85,620) | 419,310 | (51,486) | (35,279) |
| **Total Available Fund Equity at June 30** | | | **$ 720,061** | **$ 634,441** | **$ 1,053,751** | **$ 1,002,265** | **$ 966,986** |

** Beginning balance does not include long-term advance of pre-1991 fungible monies to the Storm Drain Enterprise Fund. These monies are not subject to the requirements of AB1600 and are not available for spending.

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required

## FUND 585 - WASTEWATER DEVELOPMENT FUND

**Wastewater Development Fee Description**

Wastewater Development fees are used to expand/construct wastewater facilities and to acquire equipment related to the

**Wastewater Development Fee Schedule**

| Category | Basis | | Fee |
|---|---|---|---|
| Single Family Residential- Infill | Unit | $ | 5,744 |
| Single Family Residential- Downtown | Unit | $ | 5,744 |
| High-Density Single Family | Unit | $ | 4,788 |
| Age-Restricted Single Family | Unit | $ | 3,446 |
| Multi-family Residential | Unit | $ | 4,788 |
| Age-Restricted Multi-family | Unit | $ | 3,446 |
| Retail | Sq Ft | $ | 2.82 |
| Service | Sq Ft | $ | 3.53 |
| Office | Sq Ft | $ | 2.35 |
| Industrial | Sq Ft | $ | 2.63 |
| Downtown Retail | Sq Ft | $ | 2.82 |

**Wastewater Development Fund Collections & Expenditures**

| | | | Fiscal Year | | | |
|---|---|---|---|---|---|---|
| | | 2009 | 2010 | 2011 | 2012 | 2013 |
| **Beginning Balance**** | | | $ (7,446,449) | $ (9,442,232) | $ (9,568,215) | $ (9,562,960) | $ (10,772,443) |
| **REVENUES** | | | | | | | |
| Development Fees | | | 1,293,645 | 344,235 | 1,374,953 | 170,644 | 423,417 |
| Interest Earnings | | | (249,146) | - | 11,839 | - | - |
| Refunds*** | | | (1,292,626) | - | - | - | - |
| **Total Revenue** | | | **(248,127)** | **344,235** | **1,386,793** | **170,644** | **423,417** |
| **EXPENDITURES** | | | | | | | |
| MPFP # | Program | Title | | | | | |
| PUB-100 | 0053 | GIS Database | 2,119 | - | - | - | - |
| WSTE-112 | 0328 | WWTP Tertiary Improvement | 300,722 | 11,806 | - | - | - |
| WSTE-106 | 0732 | Sanitary Sewer Mgmt Plan | 31,062 | 922 | - | - | - |
| | 0734 | WPCF Permit App Renewal | 2,459 | - | - | - | - |
| | 7908 | 2002 Refunding Bond | 951,135 | - | 953,423 | 948,023 | 1,205,435 |
| | 7916 | 2005 Cap Projects Debt Service | 364,428 | 364,428 | 364,428 | 364,428 | 502,886 |
| | 9000 | Force Account | 95,730 | 93,062 | 63,687 | 67,676 | 71,577 |
| **Total Expenditures** | | | **1,747,656** | **470,218** | **1,381,537** | **1,380,127** | **1,779,898** |
| Excess(deficiency) revenues over expenditures | | | (1,995,783) | (125,983) | 5,255 | (1,209,482) | (1,356,481) |
| **Total Available Fund Equity at June 30** | | | **$ (9,442,232)** | **$ (9,568,215)** | **$ (9,562,960)** | **$ (10,772,443)** | **$ (12,128,924)** |

** Beginning balance does not include long-term advance of pre-1991 fungible monies to the Storm Drain Enterprise Fund. These monies are not subject to the requirements of AB1600 and are not available for spending.

**Conclusion:** No fees have been held unexpended for more than five years; no refunds required other than noted above.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 13-354 | **Version:** 1 | **Name:** | |
| **Type:** | Consent Item(s) | | **Status:** | Agenda Ready |
| **File created:** | 11/27/2013 | | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | | **Final action:** | |

**Title:** SUBJECT: Amendment to the Waste Management Franchise Agreement

Recommendation for Action: Staff recommends that the City Council approve the proposed amendment to the franchise agreement.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1st Amendment to 2011 WM Franchise final.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Amendment to the Waste Management Franchise Agreement

**Recommendation for Action:** Staff recommends that the City Council approve the proposed amendment to the franchise agreement.

**Staff Contact**

Roberta Childers, Environmental Resource Analyst
661-2060, roberta.childers@cityofwoodland.org

**Fiscal Impact**

The recommended action may result in very minor changes in franchise fee revenues.

**Background**

The City extended its franchise agreement with Waste Management for the provision of solid waste, recyclables, and green waste collection and street sweeping services effective July 1, 2011. Pursuant to Section 17 of the agreement, all amendments must be in a written agreement that is duly authorized and executed by both parties.

**Discussion**

City staff and Waste Management propose amending the franchise agreement to modify one provision, add a new service and corresponding fee, and modify the fee for another service. Following is a description of the proposed changes:

- **Process for requesting low-income discounts.** The agreement specifies that the City will screen applications from low-income residents who are requesting discounted Waste Management rates. Consequently, applicants for years have turned in applications to the City's Finance Department. However, Waste Management and City staff agree that it is unnecessary for the City to continue to handle the applications and that it is preferable to minimize the number of parties handling materials that contain applicants' personal information. Changes are proposed to eliminate City staff review from the application process.

- **Charge for covers on roll-off bins.** Roll-off bins are 15-, 20-, 25- 30-, 40-, and 50-yard containers that are typically uncovered. Waste Management can fit the containers with metal roll-top covers if customers request them. The cost to install a cover is about $2,500, according to the Waste Management district manager. Waste Management has requested approval to offer covers for roll-off bins at an additional charge of $25.00 per pickup. This addition to the rate sheet is proposed.

- **Charge for recycle carts used in lieu of commercial recycle bin.** Some businesses and apartment complexes lack space for a 1-yard or larger recycle bin in addition to their trash bin but may be able to accommodate residential-type carts for recyclable materials. Under the current rate structure, a commercial customer would pay the same amount for each cart as for a bin ($27.42 per container under the 2014 rates). For example, a customer using two small carts would be charged at twice the bin charge, or $54.84, and a customer using three carts would be charged three times the bin charge, or $82.26. To help these customers implement recycling programs, City staff requested that Waste Management allow the use of up to four carts for the cost of a commercial bin. Waste Management agreed, and a corresponding modification to the rate sheet is proposed.

## Commission/Committee Recommendation

The proposed amendments were discussed with the City Council Sustainability Committee. No issues of concern were raised.

## Alternative Courses of Action

1. Approve the proposed amendment to the franchise agreement.
2. Provide alternative amendment language or other direction to staff.

## Conclusion

Staff recommends that the City Council approve the proposed amendment to the franchise agreement.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment: Proposed Amendment to Franchise Agreement for Solid Waste, Recyclables, Green Waste, and Street Sweeping Services

**FIRST AMENDMENT TO**
**AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, RECYCLABLES, GREEN WASTE, AND STREET SWEEPING SERVICES**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF WOODLAND AND USA WASTE OF CALIFORNIA, INC., DBA WASTE MANAGEMENT OF WOODLAND, FOR SOLID WASTE, RECYCLABLES, GREEN WASTE, AND STREET SWEEPING SERVICES DATED JULY 1, 2011 (the "First Amendment") is entered into as of _________, 2013 ("Effective Date") by and between the City of Woodland ("City") and USA Waste of California, Inc. ("Company").

**RECITALS**

A. City and Company are parties to that certain Amended and Restated Agreement between the City of Woodland and USA Waste of California, Inc., dba Waste Management of Woodland, for Solid Waste, Recyclables, Green Waste, and Street Sweeping Services dated July 1, 2011 (the "Agreement").

B. Pursuant to Section 17 of the Agreement, all amendments to the Agreement must be in a written agreement that is duly authorized and executed by both parties.

C. City and Company desire to amend Attachment 2 of the Agreement as set forth in this First Amendment to (i) include a new rate for roll-top Debris Boxes, and (ii) provide that commercial customers may utilize up to four (4) Carts for curbside placement of recyclables, for the same price as bin recycling.

D. City and Company also desire to amend Section 7 of the Agreement to revise the descriptions of the Low Income Discount Program.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Low Income Discount Program. The first paragraph of Section 7 of the Agreement is hereby replaced by the following (changes indicated in underline and ~~strikethrough~~):

> The Company shall bill each Customer at the rates provided in ATTACHMENT 2 to this Amendment and as adjusted from time to time pursuant to this Agreement (the "Service Rates"). A 10% Rate discount shall be given to Low Income qualifying residents that sign up for such discount who select the single Solid Waste (Garbage) Cart option. The Company will fund a maximum of $7,000 annually for the Low Income discount program. The ~~City~~Company will screen resident applications to determine eligibility to

receive such discount. The Company will require participating residents to reapply annually in order to verify that they continue to qualify for the Low Income discount.

2. Roll-Top Debris Box Rate. The following is hereby added to Attachment 2 of the Agreement immediately below the list of Debris Box rates on page 69:

**Debris Box Roll-Top Fee**

| | |
|---|---|
| Per Haul | $25.00 |

3. Commercial Cart Recycling. The following is hereby added to Attachment 2 of the Agreement immediately below "Commercial Bin Recycling, All sizes – per month/per bin" on page 71:

(At the Customer's option, up to four Carts may be used, in lieu of Bins, for storage and collection of Recyclables. Such Carts must be placed Curbside by Customer on collection days.)

4. Full Force and Effect**.** Except as otherwise provided in this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, this First Amendment is effective as of the Effective Date.

**CITY OF WOODLAND**

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

**APPROVED AS TO FORM:**

______________________________
City Attorney

**USA WASTE OF CALIFORNIA, INC.**

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

## Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-356 **Version:** 1 | **Name:** | Floodsafe Yolo/CacheCreek Feasibility Study Contract Amendment |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 11/27/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #3

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute Amendment #3 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 $150,000.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** Wood Rogers Proposal 092713
Contract Amendment

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Amendment #3

**Recommendation for Action:** Staff recommends that the City Council authorize the City Manager to execute Amendment #3 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 $150,000.00.

**Staff Contact**

Tim Busch, Principal Utility Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.org

**Fiscal Impact**

Approval of amendment #3 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) hydrology and hydraulic modeling services to $289,655. This project is included in the Capital Budget approved by Council with $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. Depending on the results of this additional alternative analysis, there may be additional work necessary as part of the Army Corps of Engineers 3X3X3 feasibility study process and development of an overall flood solution. Wood Rodgers' efforts will be closely directed by City Staff and the flood control Program Manager. Wood Rodgers' work is expected to be considered an In-Kind Contribution by the Corps and creditable to the City's share.

There is no impact to the General Fund.

**Background**

The original contract was signed on July 2, 2012 to examine Cache Creek Floodways as part of the Cache Creek Feasibility Study. This Contract Amendment is being presented to Council for the following reasons:

- This Contract further develops the alternatives identified in the 3X3X3 Milestone 1 preliminary array of alternatives including: impacts and solutions associated with I-5, the Cache Creek Settling Basin.

- The scope of work includes development of levee breach criteria and modeling to simulate levee failures in order to refine the existing floodplain. The levee breach criteria would be coordinated with the DWR and Corps.

- The scope of work also includes modeling and cost estimating efforts to refine the flood control solutions in support of an overall flood protection plan. The scope also includes modeling work required as part of the Corps 3X3X3 process.
- 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). The Local Agencies have obtained a $1.6M grant from Department of Water Resources (DWR) for this work.

- The flood control solutions would 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 Amendment will be used in discussions with all stakeholders. These stakeholders are State and Federal agencies, local government agencies, residents, businesses, community organizations, etc.

**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 hydraulic analysis for definition of the levee breach criteria and refinement of flood control alternatives. The identification of locally acceptable Cache Creek flooding solution also 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. Project costs associated with other activities may be assigned to those projects as mitigation for impacts that were not evaluated in the past.

The work also includes public involvement including preparation of meeting materials and attendance at meetings with the Corps and DWR.

The work will be closely coordinated with the City's Program Manager for flood control and Wood Rodgers would proceed to work on tasks as directed by the Program Manager with concurrence from City Staff.

**Conclusion**

Staff recommends that the City Council authorize the City Manager to execute Amendment #3 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 $150,000.00.

Prepared by: Tim Busch, Principal Utility Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Enclosures: Wood Rogers Proposal 09/27/1
Contract Amendment

WOOD RODGERS

September 27, 2013

Mr. Mark Cocke
Senior Civil Engineer
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Cocke:

Subject: City of Woodland, Proposal to Provide Professional Engineering Services for Supplemental Analyses for the Lower Cache Creek Feasibility Study – Update Baseline Conditions Analysis, Alternative 5 Partial Implementation, Alternative 6, and Alternative 7

Wood Rodgers, Inc. (Wood Rodgers) is pleased to provide the following proposal for supplemental analyses in support of the city of Woodland (City) Lower Cache Creek Feasibility Study (LCCFS). In November of 2012, Wood Rodgers completed an analysis of two flood damage reduction alternatives in support of the LCCFS and submitted the results in a report titled: *City of Woodland, Lower Cache Creek Feasibility Study Flood Risk Reduction Alternatives Analysis, November 2012*. The work was completed under the Agreement for Professional Services between the City and Wood Rodgers, Contract Modification No. 000156. Following this report, the City requested Wood Rodgers to perform an additional analysis to develop a third alternative (Alternative 3). This work was performed under Amendment No. 1 to the agreement, dated January 18, 2013. Analysis of Alternative 3 has been completed, and the results were discussed with the City of Woodland on April 2, 2013.

Based upon discussions held during the meeting, and subsequent discussions with Mr. Fran Borcalli, the City requested Wood Rodgers to evaluate two additional alternatives (Alternative 4 and Alternative 5). These alternatives were intended to complete an array of alternatives from which a preferred alternative may be selected and advanced to final design. This work was performed under Amendment No. 2 to the agreement, dated July 11, 2013. Analysis of Alternatives 4 and 5 has been completed, and the results were discussed with the city of Woodland on August 7, 2013.

On August 29, 2013, Wood Rodgers met with the City and the U.S. Army Corps of Engineers (USACE) to review the levee breach assumptions used to establish the existing conditions floodplain and, subsequently, to formulate the alternatives analysis. At that meeting, the USACE provided a draft document titled "Development of Levee Breach Parameters for HEC-RAS Application," a finalized version of which was provided to Wood Rodgers and the City on September 5, 2013. This document provides guidance on how to develop parameters related to the formation time and final opening width of levee breaches. Per the technical direction of the USACE, the procedure outlined in this guidance document should be used for defining the levee breaches used in evaluations intended to support the LCCFS.

Although the USACE guidance for developing breach width and formation time parameters is clear, there is still some uncertainty with respect to the elevation at which a levee failure would initiate. Although the USACE and City agree that levees should be breached at any location where they overtop, some consideration should be made for non-overtopping failures. Given that the southern levee of Cache Creek failed in 1983 without actually overtopping, there is a precedent for triggering levee failure prior to overtopping. Subsequent to meeting with the USACE, the City requested that Wood Rodgers perform a sensitivity analysis of the 100-year storm event to assess the degree of variability introduced by varying the breach trigger elevation. Additional discussion with the USACE will be necessary to determine how the levees of the Cache Creek Settling Basin might be failed, as these levees are considered vulnerable despite having sufficient freeboard.

The Department of Water Resources (DWR) met with the City on October 31, 2012 to review the use of the LCCFS TUFLOW model developed by Wood Rodgers on behalf of the City in May of 2012. Following that meeting, DWR requested and received approval from the City to use the LCCFS model as the basis for the Central Valley Floodplain Evaluation and Delineation Program (CVFED) mapping efforts. Since that time, Wood Rodgers has worked with the DWR and the USACE to update the model input and documentation to comply with the CVFED guidelines. Although these changes are minor and not expected to materially impact the work that has been done up to this point, Wood Rodgers recommends using the approved CVFED version of the model as the basis for the analyses used to support the LCCFS.

The City has also requested Wood Rodgers to update the evaluation of a hypothetical condition wherein Interstate 5 (I-5) is taken down to grade using the updated baseline conditions levee breach parameters and locations. This information can be used to facilitate future discussions with the California Department of Transportation as it relates to floodplain impacts to the City.

Based upon subsequent discussions, the City requested Wood Rodgers to evaluate an incremental version of Alternative 5 as well as two additional alternatives (Alternative 6 and Alternative 7). These alternatives are intended to complete the matrix of alternatives from which a preferred alternative may be selected and advanced to final design.

This proposal has been prepared to outline the Scope of Work, Schedule, and Budget for updating the baseline (existing conditions) floodplain and identifying the subsequent impacts created by Interstate 5, performing a levee breach parameter sensitivity anlaysis, and developing and analyzing incremental versions of Alterative 5, Alternative 6 and Alternative 7 for the LCCFS.

**PROPOSED KEY STAFF**

The key staff which performed the analyses in support of the previous task orders will be utilized to develop the additional alternatives.

**SCOPE OF WORK**

In order to schedule and manage the work, Wood Rodgers has divided the work into individual Subtasks as described below:

**Subtask 1 – Develop Suite of Existing Conditions (n-year) Floodplains for Milestone 1**

The purpose of Subtask 1 is to develop the existing conditions floodplain maps for the full suite of recurrence intervals that will be used to support Milestone 1 of the LCCFS. Based on discussions with the City, USACE, and DWR, this will include developing maps for the 20-, 50-, 100-, 200-, and 500-year storm events using existing hydrology from the Central Valley Hydrology Study (CVHS) that was finalized September 12, 2012. In addition to this, Wood Rodgers will develop a supplemental analysis using a scaled hydrograph to develop a map for the 30-year storm event. In this evaluation, all levees are assumed to hold, even if they overtop.

Wood Rodgers will use the updated CVFED TUFLOW model of Cache Creek as the basis for performing this work. This model is an updated version of the model Wood Rodgers originally prepared for the City at the onset of the LCCFS. The CVFED version of the model includes some modifications to the model input to make the model compliant with the CVFED Program criteria. These include the application of depth variable roughness in the floodplain, as well the addition of area reduction factors to reflect blockages created by structures in the floodplain. This version of the model has also undergone extensive quality control and quality assurance reviews with DWR and USACE review teams. Wood Rodgers does not expect that these changes to the model will measurably influence the formulation of the Alternatives for the LCCFS; however, using the updated model for the LCCFS will ensure consistency with upcoming work performed in parallel by DWR and USACE.

Wood Rodgers will evaluate the existing conditions for the 20-, 30-, 50-, 100-, and 200-year events. Wood Rodgers will develop floodplain maps depicting the floodplain extents for each simulation to support the USACE documentation efforts for reaching Milestone 1. The maps must be completed by October 1, 2013 in order to meet the USACE's schedule. Although not a requirement for Milestone 1, Wood Rodgers will develop animations for each simulation depicting the depth and duration of flooding.

Wood Rodgers has also requested GIS line work from DWR to incorporate the alignments of several setback levees that were constructed subsequent to the collection of the CVFED survey dataset. Although this information will not influence the extent or depth of flooding from Cache Creek, having the latest levee alignment data in the model will be important for establishing the credibility of the analysis.

**<u>Subtask 2 – Perform Breach Trigger Sensitivity Analysis</u>**

One of the key parameters still under discussion for Milestone 2 is the water surface elevation that will trigger the formation of a levee breach at a given location. The purpose of Subtask 2 is to determine the sensitivity of the model to different breach trigger criteria. Wood Rodgers will evaluate the 100-year event and compare two different trigger elevations: failure at one foot below the baseline 100-year water surface elevation, and failure at 0.5 feet below the baseline water surface elevation. Two locations will be evaluated using the USACE levee breach formation criteria: the first upstream of I-5, and the second at the northwest corner of the Cache Creek Settling Basin (CCSB). Wood Rodgers will prepare exhibits showing the differences in computed floodplain depth and extents as well as differences in the peak flow at the location of each levee breach.

**<u>Subtask 3 – Develop Hypothetical I-5 Removal Analysis</u>**

Previous analysis has shown that I-5 creates a significant impact to flooding in the City. The purpose of Subtask 3 is to use the levee breach assumptions from the baseline conditions analysis to evaluate a hypothetical condition where I-5 is taken down to grade. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**<u>Subtask 4 – Develop Incremental Alternative West of I-5</u>**

Previous analysis has shown Alternative 5 may be a promising option from the perspective of the City. The purpose of Subtask 4 is to evaluate an incremental phase which represents partial implementation of Alternative 5. In this analysis, improvements west of Interstate 5 would be implemented, including levee improvements on both sides of Cache Creek and construction of controlled spillways on the north and south banks of Cache Creek to divert flow into the floodplains. The Northwest Interceptor Channel described in the City's Storm Drainage Facilities Master Plan Update (February 2006) would be constructed to protect the northwest corner of the City, and a portion of Interstate 5 would be taken down to grade to reduce flooding within the City. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**<u>Subtask 5 – Develop Alternative 6 – Optimize Floodway through CCSB</u>**

Previous analysis prepared by Wood Rodgers on behalf of the floodSAFE Yolo pilot program has shown that a significant cost savings may be realized if the proposed floodway on the south side of Cache Creek could be routed through the CCSB, rather than around the CCSB, to return flow to the Yolo Bypass. The purpose of Subtask 6 is to evaluate an alternative that would utilize the general layout and facilities planned in Alternative 3; however, the floodway would be realigned to convey flow through, rather than around, the CCSB. In this analysis, modifications to the CCSB would be implemented to allow connection of the floodway to the Yolo Bypass. Storage volume in the CCSB that is removed by construction of this alternative would be replaced in-kind with excavation and potential expansion of the CCSB footprint to lands to the north. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**<u>Subtask 6 – Develop Alternative 7 – Floodplain Protection Structures Alternative</u>**

The purpose of this Subtask is to develop an alternative which would assess the implementation of flood-proofing measures at existing properties in the floodplain. Actual implementation of this alternative may include a combination of raising pad elevations and structural provisions, such as constructing embankments to protect properties within the floodplain. For purposes of simplicity, these will be represented in the model as completely blocked using GIS polygon line work provided by the City. Levees on both sides of Cache Creek upstream of I-5 would be raised and strengthened for a segment approximately one mile in length in order to provide 200-year flood protection (including three feet of freeboard). Similar improvements would be made for a segment approximately 2,700 feet long on the north levee of Cache Creek downstream of I-5 to provide the same protection for the town of Yolo. A section of raised ground would be constructed along the north side of the City to provide 200-year level of protection plus one foot of freeboard. This feature would be designed wide enough to not be considered a levee from an Operation and Maintenance (O&M) and regulatory standpoint. In this analysis, modifications to the CCSB would be implemented to allow connection of the floodway to the Yolo Bypass. Storage volume in the CCSB that is removed by construction of this alternative would be replaced in-kind with excavation and potential expansion of the CCSB footprint to lands to the north. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**Subtask 7 – Outreach Assistance and Coordination with USACE**

In order to meet the LCCFS schedule, intense coordination between the City and USACE representatives will be required. Wood Rodgers anticipates eight two-hour workshop meetings, in addition to several other interim coordination meetings with the USACE staff in order to meet the objectives of Milestone 1, which must be completed no later than November 30, 2013.

Additional effort is anticipated to support the City and USACE to provide an overview of the existing conditions floodplain and to present and explain the proposed alternatives to other stakeholders. Work anticipated includes preparing exhibits, videos, presentation materials, and other technical assistance in support of public meetings.

**Subtask 8 Perform Project Management**

As part of this Subtask, 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 four weeks. Two two-hour meetings with the City are anticipated for this Subtask, with approximately twelve weeks of project management.

**Subtask 9 Prepare Technical Memorandum**

Following the completion of Subtask 1 through Subtask 6, 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 September 2013 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 each 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.

**Budget**

Wood Rodgers' proposed budget for this work is shown on **Table 1**. For your reference, enclosed are copies of Wood Rodgers' Invoicing, Payment, and Liability Policies (**Exhibit A**) and 2013 Fee Schedule (**Exhibit B**).

**Schedule**

It is proposed that the Draft Report be delivered to the City's Program Manager within sixteen (16) 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.

Wood Rodgers appreciates the opportunity to submit this proposal for your consideration and looks forward to assisting you with this assignment.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

Jonathan Kors, P.E., PMP
Principal

Enclosures

# Table 1

**CITY OF WOODLAND**
**LOWER CACHE CREEK FEASIBILITY STUDY - AMENDMENT NO. XX**
**COST PROPOSAL - 2013 ACTIVITIES**

| | | | | | Staff | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Principal Engineer | Associate Engineer | Engineer III | Associate GIS | GIS/CAD Tech III | Administrative Assistant |
| | | Subtotals | Direct Expenses | Overall Total | $185.00 | $160.00 | $125.00 | $160.00 | $95.00 | $85.00 |
| **Subtask Number** | **Subtask** | | **1.50%** | | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** |
| **1.0** | **Develop Existing Conditions Floodplain Maps (Milestone 1)** | | | | | | | | | |
| 1.1 | Prepare base model data using CVFED TUFLOW model as base | $1,140 | $17 | | | 4 | 4 | | | |
| 1.2 | Digitize and incorporate DWR setback levee as-built data | $1,200 | $18 | | | 2 | 4 | | 4 | |
| 1.3 | Evaluate Existing Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.4 | Evaluate Existing Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.5 | Evaluate Existing Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.6 | Evaluate Existing Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.7 | Evaluate Existing Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.8 | Evaluate Existing Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.9 | Prepare Existing Conditions Floodplain Maps | $2,400 | $36 | | | 4 | 8 | | 8 | |
| 1.10 | Post-Process Model Output for USACE Economic Analysis | $1,010 | $15 | | | | 2 | | 8 | |
| 1.11 | Prepare Animations of Results | $2,780 | $42 | | | 4 | 12 | 4 | | |
| | **Subtask 1 Subtotal, hr** | **104** | | | 0 | 26 | 54 | 4 | 20 | 0 |
| | **Subtask 1 Subtotal, $** | **$13,450.00** | **$201.75** | **$13,651.75** | $0.00 | $4,160.00 | $6,750.00 | $640.00 | $1,900.00 | $0.00 |
| **2.0** | **Perform Breach Trigger Elevation Sensitivity Analysis** | | | | | | | | | |
| 2.1 | Define levee breach input using USACE levee breach criteria | $3,280 | $49 | | | 8 | 16 | | | |
| 2.2 | Evaluate breaches triggered at freeboard | $1,640 | $25 | | | 4 | 8 | | | |
| 2.3 | Evaluate breaches triggered at 1.5 foot encroachment into freeboard | $1,640 | $25 | | | 4 | 8 | | | |
| 2.4 | Sensitivity comparison with 100-year Baseline Flooding | $2,400 | $36 | | | 4 | 8 | | 8 | |
| | **Subtask 2 Subtotal, hr** | **68** | | | 0 | 20 | 40 | 0 | 8 | 0 |
| | **Subtask 2 Subtotal, $** | **$8,960.00** | **$134.40** | **$9,094.40** | $0.00 | $3,200.00 | $5,000.00 | $0.00 | $760.00 | $0.00 |
| **3.0** | **Develop Hypothetical I-5 Removal Analysis** | | | | | | | | | |
| 3.1 | Prepare model geometry input | $500 | $8 | | | | 4 | | | |
| 3.2 | Evaluate Hypothetical Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.3 | Evaluate Hypothetical Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.4 | Evaluate Hypothetical Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.5 | Evaluate Hypothetical Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.6 | Evaluate Hypothetical Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.7 | Evaluate Hypothetical Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.8 | Prepare Animations of Results | $2,140 | $32 | | | 4 | 12 | | | |
| | **Subtask 3 Subtotal, hr** | **56** | | | 0 | 16 | 40 | 0 | 0 | 0 |
| | **Subtask 3 Subtotal, $** | **$7,560.00** | **$113.40** | **$7,673.40** | $0.00 | $2,560.00 | $5,000.00 | $0.00 | $0.00 | $0.00 |

# Table 1

**CITY OF WOODLAND**
**LOWER CACHE CREEK FEASIBILITY STUDY - AMENDMENT NO. XX**
**COST PROPOSAL - 2013 ACTIVITIES**

| | | | | | Staff | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Principal Engineer | Associate Engineer | Engineer III | Associate GIS | GIS/CAD Tech III | Administrative Assistant |
| | | Subtotals | Direct Expenses | Overall Total | $185.00 | $160.00 | $125.00 | $160.00 | $95.00 | $85.00 |
| **Subtask Number** | **Subtask** | | **1.50%** | | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** |
| **4.0** | **Develop Incremental Alternative West of I-5 (Phase 1 of Previously Developed Alternative 5)** | | | | | | | | | |
| 4.1 | Prepare model geometry input | $3,280 | $49 | | | 8 | 16 | | | |
| 4.2 | Evaluate Proposed Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.3 | Evaluate Proposed Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.4 | Evaluate Proposed Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.5 | Evaluate Proposed Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.6 | Evaluate Proposed Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.7 | Evaluate Proposed Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.8 | Prepare Estimate of Probable Cost | $3,450 | $52 | | 2 | 4 | 8 | | 8 | 8 |
| 4.9 | Prepare Animations of Results | $2,140 | $32 | | | 4 | 12 | | | |
| | **Subtask 4 Subtotal, hr** | **106** | | | 2 | 28 | 60 | 0 | 8 | 8 |
| | **Subtask 4 Subtotal, $** | **$13,790.00** | **$206.85** | **$13,996.85** | $370.00 | $4,480.00 | $7,500.00 | $0.00 | $760.00 | $680.00 |
| **5.0** | **Develop Alternative 6 Analysis** | | | | | | | | | |
| 5.1 | Prepare model geometry input | $3,280 | $49 | | | 8 | 16 | | | |
| 5.2 | Evaluate Proposed Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.3 | Evaluate Proposed Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.4 | Evaluate Proposed Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.5 | Evaluate Proposed Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.6 | Evaluate Proposed Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.7 | Evaluate Proposed Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.8 | Prepare Estimate of Probable Cost | $5,460 | $82 | | 4 | 8 | 16 | | 8 | 8 |
| 5.9 | Prepare Animations of Results | $2,140 | $32 | | | 4 | 12 | | | |
| | **Subtask 5 Subtotal, hr** | **120** | | | 4 | 32 | 68 | 0 | 8 | 8 |
| | **Subtask 5 Subtotal, $** | **$15,800.00** | **$237.00** | **$16,037.00** | $740.00 | $5,120.00 | $8,500.00 | $0.00 | $760.00 | $680.00 |
| **6.0** | **Develop Alternative 7 Analysis** | | | | | | | | | |
| 6.1 | Prepare model geometry input | $3,280 | $49 | | | 8 | 16 | | | |
| 6.2 | Evaluate Proposed Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.3 | Evaluate Proposed Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.4 | Evaluate Proposed Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.5 | Evaluate Proposed Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.6 | Evaluate Proposed Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.7 | Evaluate Proposed Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.8 | Prepare Estimate of Probable Cost | $5,460 | $82 | | 4 | 8 | 16 | | 8 | 8 |
| | **Subtask 6 Subtotal, hr** | **104** | | | 4 | 28 | 56 | 0 | 8 | 8 |
| | **Subtask 6 Subtotal, $** | **$13,660.00** | **$204.90** | **$13,864.90** | $740.00 | $4,480.00 | $7,000.00 | $0.00 | $760.00 | $680.00 |

# Table 1

## CITY OF WOODLAND
## LOWER CACHE CREEK FEASIBILITY STUDY - AMENDMENT NO. XX
## COST PROPOSAL - 2013 ACTIVITIES

| | | | | | Staff | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Principal Engineer | Associate Engineer | Engineer III | Associate GIS | GIS/CAD Tech III | Administrative Assistant |
| | | Subtotals | Direct Expenses | Overall Total | $185.00 | $160.00 | $125.00 | $160.00 | $95.00 | $85.00 |
| Subtask Number | Subtask | | 1.50% | | Hours | Hours | Hours | Hours | Hours | Hours |
| **7.0** | **Outreach Assistance and Coordination with USACE** | | | | | | | | | |
| 7.1 | Coordination and Meetings with USACE | $13,800 | $207 | | 40 | 40 | | | | |
| 7.2 | Formulate Alternatives | $10,080 | $151 | | 8 | 40 | | | 16 | 8 |
| 7.3 | Outreach Assistance | $15,320 | $230 | | 24 | 40 | | | 40 | 8 |
| | **Subtask 7 Subtotal, hr** | **264** | | | 72 | 120 | 0 | 0 | 56 | 16 |
| | **Subtask 7 Subtotal, $** | **$39,200.00** | **$588.00** | **$39,788.00** | $13,320.00 | $19,200.00 | $0.00 | $0.00 | $5,320.00 | $1,360.00 |
| **8.0** | **Project Management** | | | | | | | | | |
| 8.1 | Management and Quality Control Implementation | $13,360 | $200 | | 48 | 28 | | | | |
| | **Subtask 8 Subtotal, hr** | **76** | | | 48 | 28 | 0 | 0 | 0 | 0 |
| | **Subtask 8 Subtotal, $** | **$13,360.00** | **$200.40** | **$13,560.40** | $8,880.00 | $4,480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **9.0** | **Prepare Technical Memorandum and Documentation** | | | | | | | | | |
| 9.1 | Prepare Technical Memorandum | $20,600 | $309 | | 8 | 40 | 40 | 16 | 40 | 16 |
| | **Subtask 9 Subtotal, hr** | **160** | | | 8 | 40 | 40 | 16 | 40 | 16 |
| | **Subtask 9 Subtotal, $** | **$20,600.00** | **$309.00** | **$20,909.00** | $1,480.00 | $6,400.00 | $5,000.00 | $2,560.00 | $3,800.00 | $1,360.00 |
| | **Total, hr** | | | | 138 | 338 | 358 | 20 | 148 | 56 |
| | **Total, $** | **$146,380.00** | **$2,195.70** | **$148,575.70** | $25,530.00 | $54,080.00 | $44,750.00 | $3,200.00 | $14,060.00 | $4,760.00 |

**EXHIBIT A**

WOOD RODGERS

**INVOICING PAYMENT & LIABILITY POLICIES**

1. "Reimbursable expenses" are not included in proposal costs, and shall include actual expenditures made by Wood Rodgers Inc. in the performance of its services (blueprints, reproductions, etc.) and shall be billed at vendor invoice.
2. Invoices are submitted monthly by Wood Rodgers, Inc, Client shall notify Wood Rodgers, Inc. in writing of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. Otherwise, the invoice shall be deemed proper and accepted by the Client. Amounts invoiced are due and payable upon receipt. Client's account shall be considered delinquent if Wood Rodgers, Inc. does not receive full payment within thirty (30) days after the invoice date.
3. A service charge shall be applied to delinquent accounts at the rate of 1.5% per month. Payment thereafter shall be applied first to accrued interest and then to unpaid principal. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees, incurred by Wood Rodgers, Inc. in connection with collection of delinquent accounts of Client.
4. If a delinquency occurs, Wood Rodgers, Inc. may choose to suspend work upon ten- (10) days written notice to Client. Wood Rodgers, Inc. shall recommence work once such delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this contract are paid in full. If a delinquency by Client occurs and Wood Rodgers, Inc. chooses not to suspend work, no waiver or estoppel shall be implied. Client agrees and understands that if Wood Rodgers, Inc. suspends its work pursuant to this paragraph, Wood Rodgers, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Client, other owner of the property where such work is being performed, or any other third party, that may arise from or be related to such work suspension. Client agrees to indemnify and hold Wood Rodgers, Inc. harmless from and against any and all damages, costs, attorney's fees, and/or other expenses which Wood Rodgers, Inc. may incur as a result of any claim by any person or entity arising out of such suspension of work.
5. When non-standard billing is requested by Client, time spent by office administrative personnel in preparation of such billing shall be considered an extra cost to the project and shall be billed as such.
6. In providing services under this Agreement, Wood Rodgers, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
7. Client and Wood Rodgers, Inc. recognize the risks, rewards and benefits of the project and Wood Rodgers, Inc. total fee for services. The risks have been allocated such that Client and Wood Rodgers, Inc. agrees that, to the fullest extent permitted by law, Wood Rodgers, Inc. total liability to Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total aggregate liability of $148,575. Such causes include but are not limited to Wood Rodgers, Inc. negligence, errors, omissions, strict liability, and breach of contract and breach of warranty.
8. This agreement and the applicable Services Authorization & Agreement or Proposal/Contract constitute the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

**EXHIBIT B**

WOOD RODGERS

**FEE SCHEDULE**
**Effective January 1, 2013**

| CLASSIFICATION | STANDARD RATE |
|---|---|
| Principal Engineer/Geologist/Surveyor/Planner/LA* II | $185 - $225 |
| Principal Engineer/Geologist/Surveyor/Planner/LA* | $150 - $200 |
| Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II | $150 - $175 |
| Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* | $140 - $165 |
| Engineer/Geologist/Surveyor/Planner/GIS/LA* III | $125 - $165 |
| Engineer/Geologist/Surveyor/Planner/GIS/LA* II | $115 - $150 |
| Engineer/Geologist/Surveyor/Planner/GIS/LA* I | $95 - $135 |
| Assistant Engineer | $85 - $125 |
| CAD Technician III | $95 - $125 |
| CAD Technician II | $85 - $115 |
| CAD Technician I | $75 - $105 |
| Project Coordinator | $70 - $105 |
| Administrative Assistant | $65 - $95 |
| Resident Engineer | $135 - $170 |
| Construction Project Manager | $95 - $120 |
| Inspector III | $95 |
| Inspector II | $85 |
| Inspector I | $75 |
| Field/Lab Technician III | $90 |
| Field/Lab Technician II | $80 |
| Field/Lab Technician I | $70 |
| 1 Person Survey Crew | $125 - $150 |
| 2 Person Survey Crew | $160 - $230 |
| 3 Person Survey Crew | $220 - $310 |
| Consultants, Outside Services, Materials & Direct Charges | Cost Plus 10% |
| Overtime Work | Rate Plus 50% |

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.  Auto mileage will be charged at the IRS standard rate, currently 56.5 cents per mile.

**Survey Rates subject to change March 1, 2013

Fee Schedule subject to change January 1, 2014.

**ARTICLE 1. PARTIES AND DATE**

This Third Amendment to the Professional Services Agreement ("Third 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 as part of the Army Corps 3 x 3 x 3 process.**

**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 Third Amendment shall not exceed One hundred forty eight thousand, five hundred and seventy-six dollars ($148,576.00).

**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** | **Wood Rodgers Inc.** |
|---|---|
| By: ______________________________<br>Paul Navazio<br>City Manager | By: ______________________________<br>Jonathan Kors<br>Principal |

ATTEST:

______________________________

Ana B. Gonzalez, City Clerk

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

Although the USACE guidance for developing breach width and formation time parameters is clear, there is still some uncertainty with respect to the elevation at which a levee failure would initiate. Although the USACE and City agree that levees should be breached at any location where they overtop, some consideration should be made for non-overtopping failures. Given that the southern levee of Cache Creek failed in 1983 without actually overtopping, there is a precedent for triggering levee failure prior to overtopping. Subsequent to meeting with the USACE, the City requested that Wood Rodgers perform a sensitivity analysis of the 100-year storm event to assess the degree of variability introduced by varying the breach trigger elevation. Additional discussion with the USACE will be necessary to determine how the levees of the Cache Creek Settling Basin might be failed, as these levees are considered vulnerable despite having sufficient freeboard.

The Department of Water Resources (DWR) met with the City on October 31, 2012 to review the use of the LCCFS TUFLOW model developed by Wood Rodgers on behalf of the City in May of 2012. Following that meeting, DWR requested and received approval from the City to use the LCCFS model as the basis for the Central Valley Floodplain Evaluation and Delineation Program (CVFED) mapping efforts. Since that time, Wood Rodgers has worked with the DWR and the USACE to update the model input and documentation to comply with the CVFED guidelines. Although these changes are minor and not expected to materially impact the work that has been done up to this point, Wood Rodgers recommends using the approved CVFED version of the model as the basis for the analyses used to support the LCCFS.

The City has also requested Wood Rodgers to update the evaluation of a hypothetical condition wherein Interstate 5 (I-5) is taken down to grade using the updated baseline conditions levee breach parameters and locations. This information can be used to facilitate future discussions with the California Department of Transportation as it relates to floodplain impacts to the City.

Based upon subsequent discussions, the City requested Wood Rodgers to evaluate an incremental version of Alternative 5 as well as two additional alternatives (Alternative 6 and Alternative 7). These alternatives are intended to complete the matrix of alternatives from which a preferred alternative may be selected and advanced to final design.

This proposal has been prepared to outline the Scope of Work, Schedule, and Budget for updating the baseline (existing conditions) floodplain and identifying the subsequent impacts created by Interstate 5, performing a levee breach parameter sensitivity analysis, and developing and analyzing incremental versions of Alterative 5, Alternative 6 and Alternative 7 for the LCCFS.

## 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**

**SCOPE OF WORK**

In order to schedule and manage the work, Wood Rodgers has divided the work into individual Subtasks as described below:

**Subtask 1 –** Develop Suite of Existing Conditions (n-year) Floodplains for **Milestone 1**

The purpose of Subtask 1 is to develop the existing conditions floodplain maps for the full suite of recurrence intervals that will be used to support Milestone 1 of the LCCFS. Based on discussions with the City, USACE, and DWR, this will include developing maps for the 20-, 50-, 100-, 200-, and 500-year storm events using existing hydrology from the Central Valley Hydrology Study (CVHS) that was finalized September 12, 2012. In addition to this, Wood Rodgers will develop a supplemental analysis using a scaled hydrograph to develop a map for the 30-year storm event. In this evaluation, all levees are assumed to hold, even if they overtop.

Wood Rodgers will use the updated CVFED TUFLOW model of Cache Creek as the basis for performing this work. This model is an updated version of the model Wood Rodgers originally prepared for the City at the onset of the LCCFS. The CVFED version of the model includes some modifications to the model input to make the model compliant with the CVFED Program criteria. These include the application of depth variable roughness in the floodplain, as well the addition of area reduction factors to reflect blockages created by structures in the floodplain. This version of the model has also undergone extensive quality control and quality assurance reviews with DWR and USACE review teams. Wood Rodgers does not expect that these changes to the model will measurably influence the formulation of the Alternatives for the LCCFS; however, using the updated model for the LCCFS will ensure consistency with upcoming work performed in parallel by DWR and USACE.

Wood Rodgers will evaluate the existing conditions for the 20-, 30-, 50-, 100-, and 200-year events. Wood Rodgers will develop floodplain maps depicting the floodplain extents for each simulation to support the USACE documentation efforts for reaching Milestone 1. The maps must be completed by October 1, 2013 in order to meet the USACE's schedule. Although not a requirement for Milestone 1, Wood Rodgers will develop animations for each simulation depicting the depth and duration of flooding.

Wood Rodgers has also requested GIS line work from DWR to incorporate the alignments of several setback levees that were constructed subsequent to the collection of the CVFED survey dataset. Although this information will not influence the extent or depth of flooding from Cache Creek, having the latest levee alignment data in the model will be important for establishing the credibility of the analysis.

**Subtask 2 –** Perform Breach Trigger Sensitivity Analysis

One of the key parameters still under discussion for Milestone 2 is the water surface elevation that will trigger the formation of a levee breach at a given location. The purpose of Subtask 2 is to determine the sensitivity of the model to different breach trigger criteria. Wood Rodgers will evaluate the 100-year event and compare two different trigger elevations: failure at one foot below the baseline 100-year water surface elevation, and failure at 0.5 feet below the baseline water surface elevation. Two locations will be evaluated using the USACE levee breach formation criteria: the first upstream of I-5, and the second at the northwest corner of the Cache Creek Settling Basin (CCSB). Wood Rodgers will prepare exhibits showing the differences in computed floodplain depth and extents as well as differences in the peak flow at the location of each levee breach.

**Subtask 3 –** Develop Hypothetical I-5 Removal Analysis

Previous analysis has shown that I-5 creates a significant impact to flooding in the City. The purpose of Subtask 3 is to use the levee breach assumptions from the baseline conditions analysis to evaluate a hypothetical condition where I-5 is taken down to grade. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**Subtask 4 –** Develop Incremental Alternative West of I-5

Previous analysis has shown Alternative 5 may be a promising option from the perspective of the City. The purpose of Subtask 4 is to evaluate an incremental phase which represents partial implementation of Alternative 5. In this analysis, improvements west of Interstate 5 would be implemented, including levee improvements on both sides of Cache Creek and construction of controlled spillways on the north and south banks of Cache Creek to divert flow into the floodplains. The Northwest Interceptor Channel described in the City's Storm Drainage Facilities Master Plan Update (February 2006) would be constructed to protect the northwest corner of the City, and a portion of Interstate 5 would be taken down to grade to reduce flooding within the City. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**Subtask 5 –** Develop Alternative 6 – Optimize Floodway through CCSB

Previous analysis prepared by Wood Rodgers on behalf of the floodSAFE Yolo pilot program has shown that a significant cost savings may be realized if the proposed floodway on the south side of Cache Creek could be routed through the CCSB, rather than around the CCSB, to return flow to the Yolo Bypass. The purpose of Subtask 6 is to evaluate an alternative that would utilize the general layout and facilities planned in Alternative 3; however, the floodway would be realigned to convey flow through, rather than around, the CCSB. In this analysis, modifications to the CCSB would be implemented to allow connection of the floodway to the Yolo Bypass. Storage volume in the CCSB that is removed by construction of this alternative would be replaced in-kind with excavation and potential expansion of the CCSB footprint to lands to the north. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**Subtask 6 – Develop Alternative 7 – Floodplain Protection Structures Alternative**

The purpose of this Subtask is to develop an alternative which would assess the implementation of flood-proofing measures at existing properties in the floodplain. Actual implementation of this alternative may include a combination of raising pad elevations and structural provisions, such as constructing embankments to protect properties within the floodplain. For purposes of simplicity, these will be represented in the model as completely blocked using GIS polygon line work provided by the City. Levees on both sides of Cache Creek upstream of I-5 would be raised and strengthened for a segment approximately one mile in length in order to provide 200-year flood protection (including three feet of freeboard). Similar improvements would be made for a segment approximately 2,700 feet long on the north levee of Cache Creek downstream of I-5 to provide the same protection for the town of Yolo. A section of raised ground would be constructed along the north side of the City to provide 200-year level of protection plus one foot of freeboard. This feature would be designed wide enough to not be considered a levee from an Operation and Maintenance (O&M) and regulatory standpoint. In this analysis, modifications to the CCSB would be implemented to allow connection of the floodway to the Yolo Bypass. Storage volume in the CCSB that is removed by construction of this alternative would be replaced in-kind with excavation and potential expansion of the CCSB footprint to lands to the north. Wood Rodgers will evaluate this hypothetical condition for the 20-, 30-, 50-, 100-, 200-, and 500-year events using the assumption that the levees breach when overtopped. The levee breach assumptions developed in previous analyses used to evaluate the formulation of Alternatives 1 through 5 (based on CVFED levee breach criteria) would be reused for purposes of consistency. Wood Rodgers will develop animations of each simulation depicting the depth and duration of flooding for each event.

**Subtask 7 –** Outreach Assistance and Coordination with USACE

In order to meet the LCCFS schedule, intense coordination between the City and USACE representatives will be required. Wood Rodgers anticipates eight two-hour workshop meetings, in addition to several other interim coordination meetings with the USACE staff in order to meet the objectives of Milestone 1, which must be completed no later than November 30, 2013.

Additional effort is anticipated to support the City and USACE to provide an overview of the existing conditions floodplain and to present and explain the proposed alternatives to other stakeholders. Work anticipated includes preparing exhibits, videos, presentation materials, and other technical assistance in support of public meetings.

**Subtask 8 Perform Project Management**

As part of this Subtask, 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 four weeks. Two two-hour meetings with the City are anticipated for this Subtask, with approximately twelve weeks of project management.

**Subtask 9 Prepare Technical Memorandum**

Following the completion of Subtask 1 through Subtask 6, 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 September 2013 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 each 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**.

**<u>Schedule</u>**

It is proposed that the Draft Report be delivered to the City's Program Manager within sixteen (16) 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**
**LOWER CACHE CREEK FEASIBILITY STUDY - AMENDMENT NO. XX**
**COST PROPOSAL - 2013 ACTIVITIES**

| | | | | | Staff | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Principal Engineer | Associate Engineer | Engineer III | Associate GIS | GIS/CAD Tech III | Administrative Assistant |
| | | Subtotals | Direct Expenses | Overall Total | $185.00 | $160.00 | $125.00 | $160.00 | $95.00 | $85.00 |
| Subtask Number | Subtask | | 1.50% | | Hours | Hours | Hours | Hours | Hours | Hours |
| **1.0** | **Develop Existing Conditions Floodplain Maps (Milestone 1)** | | | | | | | | | |
| 1.1 | Prepare base model data using CVFED TUFLOW model as base | $1,140 | $17 | | | 4 | 4 | | | |
| 1.2 | Digitize and incorporate DWR setback levee as-built data | $1,200 | $18 | | | 2 | 4 | | 4 | |
| 1.3 | Evaluate Existing Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.4 | Evaluate Existing Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.5 | Evaluate Existing Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.6 | Evaluate Existing Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.7 | Evaluate Existing Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.8 | Evaluate Existing Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 1.9 | Prepare Existing Conditions Floodplain Maps | $2,400 | $36 | | | 4 | 8 | | 8 | |
| 1.10 | Post-Process Model Output for USACE Economic Analysis | $1,010 | $15 | | | | 2 | | 8 | |
| 1.11 | Prepare Animations of Results | $2,780 | $42 | | | 4 | 12 | 4 | | |
| | **Subtask 1 Subtotal, hr** | **104** | | | 0 | 26 | 54 | 4 | 20 | 0 |
| | **Subtask 1 Subtotal, $** | **$13,450.00** | **$201.75** | **$13,651.75** | $0.00 | $4,160.00 | $6,750.00 | $640.00 | $1,900.00 | $0.00 |
| **2.0** | **Perform Breach Trigger Elevation Sensitivity Analysis** | | | | | | | | | |
| 2.1 | Define levee breach input using USACE levee breach criteria | $3,280 | $49 | | | 8 | 16 | | | |
| 2.2 | Evaluate breaches triggered at freeboard | $1,640 | $25 | | | 4 | 8 | | | |
| 2.3 | Evaluate breaches triggered at 1.5 foot encroachment into freeboard | $1,640 | $25 | | | 4 | 8 | | | |
| 2.4 | Sensitivity comparison with 100-year Baseline Flooding | $2,400 | $36 | | | 4 | 8 | | 8 | |
| | **Subtask 2 Subtotal, hr** | **68** | | | 0 | 20 | 40 | 0 | 8 | 0 |
| | **Subtask 2 Subtotal, $** | **$8,960.00** | **$134.40** | **$9,094.40** | $0.00 | $3,200.00 | $5,000.00 | $0.00 | $760.00 | $0.00 |
| **3.0** | **Develop Hypothetical I-5 Removal Analysis** | | | | | | | | | |
| 3.1 | Prepare model geometry input | $500 | $8 | | | | 4 | | | |
| 3.2 | Evaluate Hypothetical Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.3 | Evaluate Hypothetical Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.4 | Evaluate Hypothetical Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.5 | Evaluate Hypothetical Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.6 | Evaluate Hypothetical Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.7 | Evaluate Hypothetical Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 3.8 | Prepare Animations of Results | $2,140 | $32 | | | 4 | 12 | | | |
| | **Subtask 3 Subtotal, hr** | **56** | | | 0 | 16 | 40 | 0 | 0 | 0 |
| | **Subtask 3 Subtotal, $** | **$7,560.00** | **$113.40** | **$7,673.40** | $0.00 | $2,560.00 | $5,000.00 | $0.00 | $0.00 | $0.00 |

**Table 1**

**CITY OF WOODLAND**
**LOWER CACHE CREEK FEASIBILITY STUDY - AMENDMENT NO. XX**
**COST PROPOSAL - 2013 ACTIVITIES**

| | | | | | Staff | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Principal Engineer | Associate Engineer | Engineer III | Associate GIS | GIS/CAD Tech III | Administrative Assistant |
| | | Subtotals | Direct Expenses | Overall Total | $185.00 | $160.00 | $125.00 | $160.00 | $95.00 | $85.00 |
| Subtask Number | Subtask | | 1.50% | | Hours | Hours | Hours | Hours | Hours | Hours |
| 4.0 | Develop Incremental Alternative West of I-5 (Phase 1 of Previously Developed Alternative 5) | | | | | | | | | |
| 4.1 | Prepare model geometry input | $3,280 | $49 | | | 8 | 16 | | | |
| 4.2 | Evaluate Proposed Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.3 | Evaluate Proposed Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.4 | Evaluate Proposed Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.5 | Evaluate Proposed Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.6 | Evaluate Proposed Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.7 | Evaluate Proposed Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 4.8 | Prepare Estimate of Probable Cost | $3,450 | $52 | | 2 | 4 | 8 | | 8 | 8 |
| 4.9 | Prepare Animations of Results | $2,140 | $32 | | | 4 | 12 | | | |
| | Subtask 4 Subtotal, hr | 106 | | | 2 | 28 | 60 | 0 | 8 | 8 |
| | Subtask 4 Subtotal, $ | $13,790.00 | $206.85 | $13,996.85 | $370.00 | $4,480.00 | $7,500.00 | $0.00 | $760.00 | $680.00 |
| 5.0 | Develop Alternative 6 Analysis | | | | | | | | | |
| 5.1 | Prepare model geometry input | $3,280 | $49 | | | 8 | 16 | | | |
| 5.2 | Evaluate Proposed Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.3 | Evaluate Proposed Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.4 | Evaluate Proposed Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.5 | Evaluate Proposed Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.6 | Evaluate Proposed Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.7 | Evaluate Proposed Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 5.8 | Prepare Estimate of Probable Cost | $5,460 | $82 | | 4 | 8 | 16 | | 8 | 8 |
| 5.9 | Prepare Animations of Results | $2,140 | $32 | | | 4 | 12 | | | |
| | Subtask 5 Subtotal, hr | 120 | | | 4 | 32 | 68 | 0 | 8 | 8 |
| | Subtask 5 Subtotal, $ | $15,800.00 | $237.00 | $16,037.00 | $740.00 | $5,120.00 | $8,500.00 | $0.00 | $760.00 | $680.00 |
| 6.0 | Develop Alternative 7 Analysis | | | | | | | | | |
| 6.1 | Prepare model geometry input | $3,280 | $49 | | | 8 | 16 | | | |
| 6.2 | Evaluate Proposed Conditions Flooding - 20-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.3 | Evaluate Proposed Conditions Flooding - 30-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.4 | Evaluate Proposed Conditions Flooding - 50-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.5 | Evaluate Proposed Conditions Flooding - 100-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.6 | Evaluate Proposed Conditions Flooding - 200-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.7 | Evaluate Proposed Conditions Flooding - 500-year Design Storm | $820 | $12 | | | 2 | 4 | | | |
| 6.8 | Prepare Estimate of Probable Cost | $5,460 | $82 | | 4 | 8 | 16 | | 8 | 8 |
| | Subtask 6 Subtotal, hr | 104 | | | 4 | 28 | 56 | 0 | 8 | 8 |
| | Subtask 6 Subtotal, $ | $13,660.00 | $204.90 | $13,864.90 | $740.00 | $4,480.00 | $7,000.00 | $0.00 | $760.00 | $680.00 |

## Table 1

**CITY OF WOODLAND**
**LOWER CACHE CREEK FEASIBILITY STUDY - AMENDMENT NO. XX**
**COST PROPOSAL - 2013 ACTIVITIES**

| | | | | | Staff | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Subtotals | Direct Expenses | Overall Total | Principal Engineer | Associate Engineer | Engineer III | Associate GIS | GIS/CAD Tech III | Administrative Assistant |
| | | | | | $185.00 | $160.00 | $125.00 | $160.00 | $95.00 | $85.00 |
| Subtask Number | Subtask | | 1.50% | | Hours | Hours | Hours | Hours | Hours | Hours |
| **7.0** | **Outreach Assistance and Coordination with USACE** | | | | | | | | | |
| 7.1 | Coordination and Meetings with USACE | $13,800 | $207 | | 40 | 40 | | | | |
| 7.2 | Formulate Alternatives | $10,080 | $151 | | 8 | 40 | | | 16 | 8 |
| 7.3 | Outreach Assistance | $15,320 | $230 | | 24 | 40 | | | 40 | 8 |
| | **Subtask 7 Subtotal, hr** | **264** | | | 72 | 120 | 0 | 0 | 56 | 16 |
| | **Subtask 7 Subtotal, $** | **$39,200.00** | **$588.00** | **$39,788.00** | $13,320.00 | $19,200.00 | $0.00 | $0.00 | $5,320.00 | $1,360.00 |
| **8.0** | **Project Management** | | | | | | | | | |
| 8.1 | Management and Quality Control Implementation | $13,360 | $200 | | 48 | 28 | | | | |
| | **Subtask 8 Subtotal, hr** | **76** | | | 48 | 28 | 0 | 0 | 0 | 0 |
| | **Subtask 8 Subtotal, $** | **$13,360.00** | **$200.40** | **$13,560.40** | $8,880.00 | $4,480.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **9.0** | **Prepare Technical Memorandum and Documentation** | | | | | | | | | |
| 9.1 | Prepare Technical Memorandum | $20,600 | $309 | | 8 | 40 | 40 | 16 | 40 | 16 |
| | **Subtask 9 Subtotal, hr** | **160** | | | 8 | 40 | 40 | 16 | 40 | 16 |
| | **Subtask 9 Subtotal, $** | **$20,600.00** | **$309.00** | **$20,909.00** | $1,480.00 | $6,400.00 | $5,000.00 | $2,560.00 | $3,800.00 | $1,360.00 |
| | **Total, hr** | | | | 138 | 338 | 358 | 20 | 148 | 56 |
| | **Total, $** | **$146,380.00** | **$2,195.70** | **$148,575.70** | $25,530.00 | $54,080.00 | $44,750.00 | $3,200.00 | $14,060.00 | $4,760.00 |

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-358 **Version:** 1 | **Name:** | Approve Contract Agreement Amendment for Construction Inspection Services |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 12/2/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Water Meter Project, Phase 3, CIP 12-09 and PG&E Encroachment Permit; Approve an Amendment to Consultant Agreement for Construction Inspection Services

Recommendation for Action: Staff recommends that the City Council (1) approve an amendment in the amount of $100,000 to the consultant services agreement for construction inspection services for the Water Meter Project Phase 3 (CIP #12-09) and the encroachment permit for the relocation of a PG&E gas main with Psomas Engineering and authorize the City Manager to execute the amendment and (2) approve the reallocation of $10,000 of water enterprise funds from the Water System Leak Detection, Maintenance & Repairs Project (CIP #09-23) to the Water Meter Project Phase 3 (CIP #12-09).

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Water Meter Project, Phase 3, CIP 12-09 and PG&E Encroachment Permit; Approve an Amendment to Consultant Agreement for Construction Inspection Services

**Recommendation for Action:** Staff recommends that the City Council (1) approve an amendment in the amount of $100,000 to the consultant services agreement for construction inspection services for the Water Meter Project Phase 3 (CIP #12-09) and the encroachment permit for the relocation of a PG&E gas main with Psomas Engineering and authorize the City Manager to execute the amendment and (2) approve the reallocation of $10,000 of water enterprise funds from the Water System Leak Detection, Maintenance & Repairs Project (CIP #09-23) to the Water Meter Project Phase 3 (CIP #12-09).

**Staff Contact**

James Heath, Associate Civil Engineer - 661-5977, james.heath@cityofwoodland.org

**Fiscal Impact**

The total project budget for the Water Meter Project Phase 3 is $1,300,000 as approved in the Capital Budget. The project is funded with water enterprise funds. The project will need an additional $10,000 of funding to cover the additional cost for construction inspection. As a separate issue, the project will likely need additional funding to pay for contract change orders. Staff will return to Council to request additional funding at a later time to address this issue.

The encroachment permit for the PG&E gas line replacement inspection services is funded by PG&E in a pass through account. These are separate projects that are billed separately but the work has been performed by the same company.

On June 18, 2013, the City Council approved a Construction Inspection Services agreement with Psomas Engineering in the amount of $125,000. Due to significant increases in scope for the PG&E gas line and minor increases in work for the water meter project, the contract with Psomas needs to be increased by $100,000. Of the total contract of $225,000, it is expected that $120,000 will be spent on the water meter project and $105,000 will be spent on the PG&E project. The water meter project funding project funding will be increased from $105,000 to $120,000 as a result of this action. The PG&E project funding will be increased from $20,000 to $105,000 as a result of this action.

There is no impact to the General Fund.

**Background**

The PG&E gas line project was originally proposed to be performed mostly with City inspection staff during the day with a limited amount of contract inspection performed at night. PG&E ended up performing a significant amount of additional night work that needed to be performed by contract inspection. Because City staff had other inspection work during the day, they were not able to perform any of the night work. PG&E has reimbursed the City for all inspection costs (both contract inspection and City staff inspection).

At the request of Public Works and Finance the metering of 4 park sites were modified to separate the metering of the landscaping water from the domestic water use. One additional park site was added to the water meter project. This additional work resulted in an increase of inspection services of approximately $15,000.

The modification to the park meter installations was requested to eliminate the plumbing configurations that would have had the new metered domestic water service coming from the metered landscape irrigation service and then having to subtract the metered domestic use from the metered landscape use to obtain the correct landscape use. The two water uses are charged different rates.

**Discussion**

The installation of water meters on existing water services requires more inspection than installing meters on new water services. The contractor performed much of the work on private property. This required additional public relations effort. The inspector needed to be present or quickly available to answer questions from the property owner, insure that the contractor follows the required sanitary procedures, and to minimize delays due to unforeseen site conditions.

The work to be performed by PG&E included the replacement and relocation of an 8" gas main on Pioneer Avenue from Tide Court through the East Main Street/Pioneer Avenue intersection continuing south on Bourn Drive and Harry Lorenzo Avenue. The work on Pioneer Avenue was performed at night. The duration and scope of the restoration work that PG&E performed greatly exceeded what PG&E had originally told the City to expect and included completely repaving Bourn Drive.

**Conclusion**

Staff recommends that the City Council (1) approve an amendment in the amount of $100,000 to the consultant services agreement for construction inspection services for the Water Meter Project Phase 3 (CIP #12-09) and the encroachment permit of the relocation of a PG&E gas main with Psomas Engineering and authorize the City Manager to execute the amendment and (2) approve the reallocation of $10,000 of water enterprise funds from the Water System Leak Detection, Maintenance & Repairs Project (CIP #09-23) to the Water Meter Project Phase 3 (CIP #12-09).

Prepared by: James Heath, Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-361 **Version:** 1 | **Name:** | Final Acceptance and Notice of Completion for West Woodland Avenue Rehabilitation, CIP 14-17 |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 12/5/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |
| **Title:** | SUBJECT: Final Acceptance and Notice of Completion for West Woodland Avenue Rehabilitation, CIP 14-17<br><br>Recommendation for Action: Staff recommends that City Council accept as complete the contract with C.E. Cox General Engineering for work on the West Woodland Avenue Rehabilitation, CIP #14-17, and authorize the City Clerk to file a Notice of Completion | | |
| **Sponsors:** | | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | Map Of Affected Residences | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Final Acceptance and Notice of Completion for West Woodland Avenue Rehabilitation, CIP 14-17

**Recommendation for Action:** Staff recommends that City Council accept as complete the contract with C.E. Cox General Engineering for work on the West Woodland Avenue Rehabilitation, CIP #14-17, and authorize the City Clerk to file a Notice of Completion

**Staff Contact**

Chris Fong, Associate Civil Engineer - (530) 661-5972, Chris.Fong@cityofwoodland.org

**Fiscal Impact**

This project was funded in the Capital Budget for $175,000 with Sewer Enterprise funds. The total project cost (expended funds) is approximately $135,000. The construction contract was $107,410. The difference between the total project cost and the construction contract represents the amount spent on design, construction contingency and construction management. Any excess funds will be returned to the sewer enterprise fund. There is no impact to the General Fund.

**Background**

This segment of sewer line was constructed in 1962 and was covered with a "cap" of cement slurry to reduce the risk of breakage during road construction. This segment serves 16 homes and a 48 unit senior housing complex owned by Yolo County Community Housing. The apartment complex was connected to the sewer line in the early 1980's when it was constructed. When the apartment complex was connected, the sewer lateral was placed at a reverse grade and accepted by the City. This has created a long term maintenance problem for the City sewer operations staff. The reverse grade accumulates fats, oils, and grease that form blockages that cause sewer overflows at the cleanout or in the residences. Over last year's holiday season, this build-up of material backed up into several of the residences.

**Discussion**

On July 16, 2013, the City Council approved the project bid package and authorized bid advertisement for the West Woodland Avenue Rehabilitation project. On September 3, 2013, the City Council awarded the construction contract to C.E. Cox General Engineering in the amount of $107,410 for the West Woodland Avenue Rehabilitation work. The project retrofitted the City's existing sewer main to correct sewer system deficiencies. The work was performed in accordance with the plans and specifications and is ready for acceptance by the City Council.

The contractor began construction of the West Woodland Avenue Rehabilitation on October 28, 2013 and finished the work on November 18, 2013.

Change orders issued amounted to $4,400.00 and paid for adding an additional sidewalk replacement to adjustment for field conditions.

**Conclusion**

Staff recommends that City Council accept as complete the contract with C.E. Cox General Engineering for work on the West Woodland Avenue Rehabilitation, CIP #14-17, and authorize the City Clerk to file a Notice of Completion.

Prepared by: Chris Fong, Associate Civil Engineer

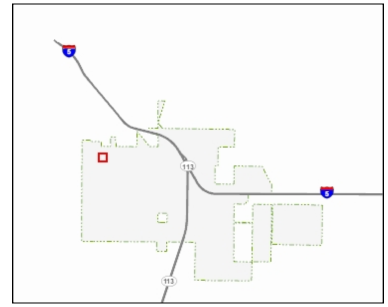
Reviewed by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Ken Hiatt, CDD Director

Paul Navazio, City Manager

Enclosure: Project Location Map

# City of Woodland

## Legend

- Address Points
- Parcels
- Sewer Manhole
  - No CS Permit
  - Yes CS Permit
- Cleanout Structure
  - Active
  - Proposed
- Sewer Lateral Line
  - Confirmed Lateral Location
  - Added by Nobel Systems
- Sewer Gravity Main
- Sewer Pressurized Main
- Sewer Scada Sensor
- Heritage_Oaks_5
- Parks_Trees_5
  - 0 to 10; 11 to 20
  - 21 to 30; 31 to 40
  - 41 to 50; 51 +
- City_Boundary_5
- Railroads_5
- Roads_5
  - Freeway
  - Freeway Ramp
  - Major Street
  - Minor Street
- Water_Course_5
- Parking_Lines_5
- Yolo_Roads_5
  - Limited Access Highway

1: 1,311

0.0 | 0 | 0.02 | 0.0 Miles

NAD_1983_StatePlane_California_II_FIPS_0402_Feet



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

## Notes

CIP 14-17 W. Woodland Ave Sewer Rehab
Residences possibly affected by project

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 13-371 | **Version:** 1 | **Name:** | | |
| **Type:** | Consent Item(s) | | **Status:** | Agenda Ready | |
| **File created:** | 12/11/2013 | | **In control:** | City Council | |
| **On agenda:** | 12/17/2013 | | **Final action:** | | |

**Title:** SUBJECT: Adopt Resolution to Approve and implement a five year agreement with the Woodland Fire Mid Management Association (FMMA)

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. ________ to implement a five year agreement (July 1, 2012 to June 30, 2017) with the Fire Mid-Management Association (FMMA) as described herein.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** Final Fire Mid Mgmt_MOU.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Adopt Resolution to Approve and implement a five year agreement with the Woodland Fire Mid Management Association (FMMA)

**Recommendation for Action:** Staff recommends that the City Council Adopt Resolution No. ________ to implement a five year agreement (July 1, 2012 to June 30, 2017) with the Fire Mid-Management Association (FMMA) as described herein.

**Staff Contact**

Sheila McShane, Human Resources Manager, 530 661 5807, sheila.mcshane@cityofwoodlnad.org

**Fiscal Impact**

The current Memorandum of Understanding between the City and the Fire Mid Management Association expired on June 30, 2012. The terms of the agreement would yield total budgetary savings estimated at $203,606 over the term of the contract, with annualized savings of over $51,000 per year by the end of the contract. This level of savings equates to a reduction of approximately 8.41% in annual cost of total compensation for this bargaining group. Nearly 100% of the budgetary savings will be realized in the General Fund.

**Background**

The City began negotiating with the Fire Mid Management Association (FMMA) in October 2013. The City was able to reach an agreement with this group in December 2013. Tonight's City Council action would formally ratify the terms of the new five year agreement with FMMA.

**Discussion**

The City entered into negotiations seeking structural changes in how health insurance and pension costs are funded. The City articulated the need to achieve both ongoing budgetary savings as well as increased predictability over long-term costs of personnel benefit. The major terms of the contract are as follows:

Pension:
Effective upon ratification employee contributes 6%
Effective July 1, 2014 employee contributes an additional 3%
*(results in total employee pension contribution of 13% by July 1, 2014)*

COLA's:
Effective July 1, 2014 1%
Effective July 1, 2015 1%
*(consistent with first two years of Firefighter MOU*)

Medical Benefits:
Effective January 1, 2014
    Eliminate Medical cash back program
    Reduce opt out payment from $565 to $405
    City pays 85% of third highest PERS plan
Effective January 1, 2015
    The City pays up to 85% of the third highest CalPERS premium; future premium increases capped at 12%
Effective January 1, 2016
    The City pays up to 85% of the third highest CalPERS premium; future premium increases capped at 12%
Effective January 1, 2017
    The City pays up to 80% of the third highest CalPERS premium; future premium increases capped at 12%

Implementation of Step E: (in in two phases)
    January 1, 2014 - First phases of Step E (2.5% of Step D)
    July 1, 2014 - Second phase of Step E (2.5% above Step E)

*Other Changes include:*

Retirement Medical
    Only Employees hired prior to July 1, 2006, and who have ten (10) years of consecutive service with the City of Woodland are eligible for retiree medical.

    Parties agree to meet and confer to impasse and imposition on restructuring the retiree medical program.

Extra Time
    Employees will be compensated for extra time at a time-an-a half operation rate with a four hour minimum.

Salary Differential

During the term of agreement, the language is amended to provide a differential that Step D of the Battalion Chief shall no fall below 18% of the base pay of the Captain Step E rate.

**Conclusion**

Staff recommends that the City Council adopt the Resolution No _______ to implement a five year agreement (July 1, 2012 through June 30, 2017) with the Fire Mid-Management Association.

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio
City Manager

Attachment: Fire Mid-Management Association Resolution
Fire Mid-Management Association Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
CONCERNING
FIRE MID-MANAGEMEMENT UNIT EMPLOYEES
OF THE CITY OF WOODLAND

The City of Woodland and the Woodland Fire Mid-Management Unit Employees, comprising employees of the City of Woodland in the classifications of Deputy Fire Chief and Fire Battalion Chief, hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Fire Mid-Management Unit Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and thereafter the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation the Resolution shall in all cases be the primary source.

DATED: ____________________

| Woodland Fire Mid-Management | The City of Woodland |
|---|---|
| ____________________________ | ____________________________ |

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this date, ______________________.

**RESOLUTION NO.______**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR FIRE MID-MANAGEMENT EMPLOYEES

## TABLE OF CONTENTS

# WOODLAND FIRE MID-MANAGEMENT MEMORANDUM OF UNDERSTANDING

## ARTICLE I
## GENERAL PROVISIONS

1.1 Application

1.1.1 This Resolution applies to employees employed by the City of Woodland in the classifications of Deputy Fire Chief and Fire Battalion Chief.

1.2 Term (MODIFIED)

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this resolution shall apply from July 1, 2012to June 30, 2017 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provision by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias Brown (MMB) Act.

1.2.2 During the contract year, the City and Association have agreed to reopen negotiations on any provisions contained within this Memorandum of Understanding. The primary purpose of this provision to reopen negotiations would stem from the conclusion of negotiations with the Woodland Professional Firefighters Association.

1.3 Shift Designations

1.3.1 Fire Operations Shift. Employees assigned to work the Fire Operations Shift shall work a 56-hour workweek, consistent with the schedule and rotation of fire employees assigned to Fire Operations. Typically, shifts will be worked in a two-on/four-off schedule. Individuals on this shift will receive different holiday sick leave and vacation accrual benefits versus those on the Fire Staff Shift.

1.3.2 Fire Staff Shift. Employees assigned to work the Fire Staff Shift shall work a 40-hour workweek, consistent with the administrative and managerial schedule of the Department. Individuals on this shift will receive different holiday, sick leave and vacation accrual benefits versus those on the Fire Operations Shift.

1.3.3 Transition to/from Fire Operations Shift and Fire Staff Shift. Because of the differences in the accumulation of sick leave, vacation, administrative leave and holiday hours depending on which an individual is assigned, adjustments must be made at the time an individual changes from the Fire Operations Shift to the Fire Staff Shift (and vice versa). When an employee covered by this Resolution transitions from one to the other, accrued vacation, administrative leave, sick leave and use of holiday time will be adjusted according to the provisions of Attachment A, "Fire Department Conversion of Sick Leave and Vacation."

1.3.4 Fire Operations Employees who are on Workers Comp, light duty, training assignment , or a special assignment that is greater than one Fire Operations shift (48 hours) but less than a four week period shall be placed in a Fire Staff Shift (a regular 40 hour work week). In these instances, the need to convert sick leave and vacation accruals is not necessary. Assignments longer than four weeks will require conversion of sick leave and vacation accruals as defined in Attachment A.

## ARTICLE II
## COMPENSATION

2.1 Salary (MODIFIED)

2.1.1 For the term of this agreement, the differential between a Fire Caption Step E and a Battalion Chief Step D shall not fall below 18%.

At the end of the agreement, a 20% salary separation shall be maintained between D Step Battalion Chief and Fire Captain at top step and a salary separation of 15% between Deputy Fire Chief and Battalion Chief at top step.

Addition of Step E to the Salary Schedule. This step will be implemented in two increments.

- Effective January 1, 2014, Step E is added at 2.5% above the current Step D
- Effective July 1, 2016, Step E is increased by 2.5%

- Effective July 1, 2014, base salaries will be increased by 1%;

- effective July 1, 2015base salaries will be increased by 1% ;

2.1.2 Initial salary placement for employees promoted into the bargaining unit shall provide for a salary increase of at least 5% over the employees previous salary including pay differential incentives.

2.3 Uniform Allowance

2.3.1 Employees covered by this Resolution who are required by the Fire Chief to wear a uniform, shall receive $900 in each year of this contract in monthly ncrements. Employees are responsible for purchasing safety footwear and NOMEX pants as part of the uniform allowance set forth herein.

2.3.2 This uniform allowance is paid monthly. Each month eligible employees will recive $75 per month (annual total of $900).

2.4 Longevity Pay (MODIFIED)

2.4.1 Employees in all positions identified in Section 1.1 of this Resolution shall receive City longevity pay according as follows:

10 years $1,000.00 per year

2.5 Bilingual Pay

2.5.1 Bilingual employees, as designated by the City's bilingual pay policy, shall receive additional compensation above their regular salary at the rate of one hundred and fifty dollars ($150.00) per month.

2.6 Extra Time Pay (MODIFIED)

2.6.1 Battalion Chiefs required to work hours which are in addition to their normal work schedule for the purposes of emergency response coverage, such as shift vacancies as well as emergency response callbacks, shall be compensated for extra time at time-and-a half of the operations shift rate with a 4 (four) hour minimum,. Battalion Chiefs who are required to come in where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the agreed upon hourly stipend, the 4 (four) minimum will not apply. Contiguous means connected to the employee's regular duty schedule, if the meeting or duty were continued, it would have been contiguous to the employee's reular duty schedule.

(a) The necessity to cover scheduled shifts: Available open shifts will first be offered to on duty "certified acting Battalion Chief" employees outside of this bargaining unit. If no "certified" member of this classification is on duty, or if this move causes overtime, this opening will be offered to the "Battalion Chiefs". If the Battalion Chiefs do not accept the offered extra time it shall then be offered to "certified" members outside this bargaining unit as dictated by the order on the overtime list.

(b) For Battalion Chiefs to qualify for time they must have successfully completed the department's Duty Chief Certification or as approved by the Fire Chief.

2.7 Out of Class Work (NEW)

2.7.1 Assignment to perform work of a higher level classification: Employees assigned by their supervisors to perform the essential duties of a higher level classification shall receive an additional five percent (5%) of base pay as out of class compensation. Payment shall continue for the term of the assignment to the higher level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.7.2 Assignment as Acting Department Head: In the case of assignment as an acting department head, the compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher level classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.7.3 Assignment of duties beyond the scope of employee's classification: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay.

2.7.4 Employees assigned duties outside their normal work duties, as a determined by and with advance approval of the Public Safety Chief, shall be compensated at the operations shift straight-time rate.

## ARTICLE III
## RETIREMENT

3.1 Retirement

3.1.1 3% @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS. The formula in effect for eligible represented employees hired on or before December 31, 2012 or are new hires to the City of Woodland who are "Legacy/Classic" members as determined by CalPERS is the 3% @ 50 formula with one year final compensation (i.e. highest one-year average pensionable "compensation earnable").

2.7% @ 55 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 55 with average three year compensation.

3.1.2 Employee/Employer Contribution.

Employee Contribution for employees on the 3 % @ 50 CalPERS Retirement Formula for City of Woodland Employees hired on or before December 31, 2012 or are Legacy/Classic members as defined by CalPERS.

- Effective upon ratification, employees under this formula shall pay 6% of the employee's PERSable compensation.
- Effective July 1, 2014, employees under this formula shall pay an additional 3% of the employee's salary for a total of 9% towards the employee share of CalPERS pension.

.7% @ 55 Retirement CalPERS Retirement Formula for City of Woodland Employees hired on or after January 1, 2013. As mandated by CalPERS, the formula in effect for represented employees hired to the City of Woodland on or after January 1, 2013, and are considered new members as defined by CalPERS is 2.7% @ 55 with average three year compensation.

Additional Employee Contribution towards Employer share per PERS Section 20516 contract amendment by all employees under the 3% @50 Retirement Formula. All employees under the 3% @ 50 retirement formula shall contribute 4% of PERSable salary towards the employer share of PERS retirement pursuant to PERS Code Section 20516 contract amendment.

Employer Paid Member Contribution (EPMC). The City will report the amount the City pays towards the employees' contribution to PERS as special compensation (EPMC) if any.

Employee contributions will be paid on a pre-tax basis as allowed by IRS Code Section 414(h)(2).

3.1.3 3.1.4 Disability Retirement. After receipt of Labor Code Section 4850 benefits to the extent of legal entitlement, an employee eligible for disability retirement under the Public Employees Retirement System (PERS) rules shall retire on the date set forth in the City's written request to the Public Employees' Retirement System without further use of accumulated sick leave. An employee eligible for both service and disability retirement may choose one or the other.

3.1.6 Survivor's Benefits. The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21380 et. seq.

3.1.7 Sick Leave Conversion. The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8.

3.1.8 Final Compensation Salary Computation. The City shall continue its contract with PERS to compute employee's retirement on the highest one (1) years' salary, for Legacy/Classic members. For all

3.1.9 PERS Pre-Retirement Optional Settlement 2 Death Benefit. The City has contracted for the PERS Pre-Retirement Optional Settlement 2 Death Benefit option (Section 21548). The PERS Pre-Retirement Optional Settlement 2 Death Benefit option provides a monthly benefit allowance to an eligible spouse of a deceased employee equal to the amount the employee would have received if they had retired on the date of the death.

## ARTICLE IV
## BENEFITS

4.1 Medical Insurance (MODIFIED)

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 **<u>hired *before* July 1, 2006</u>**, the City provides a <u>two tier</u> 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. Effective January 1, 2014 These employees shall be eligible for a payment of $405 per month.

4.1.2.2 Effective January 1, 2014, the following section is deleted.

4.1.2.3 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 **<u>hired *on or after* July 1, 2006</u>**, the City provides a <u>three tier</u> 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 Effective January 1, 2014, the following section is deleted.

4.1.3.3 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, 2013 through December 31, 2017, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

| Tier | Medical Benefit | Cafeteria Plan Benefit | Total Benefit |
|---|---|---|---|
| Employee only | $11500 | Note 3 | $668.63 |
| Employee plus one | $11500 | Note 3 | $1337.26 |
| Employee plus family | $11500 | Note 3 | $1738.44 |

Note 1: Per paragraph 4.1.2 above, employees hired before October 26, 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 ($115 from the January 2013 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.

4.1.4.1 Effective January 1, 2014, the City shall pay an amount equal to 85% 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 2014 family rate = $1931.07 - City to pay a maximum of $1641.41 towards the Kaiser family rate in January 2014.)

4.1.4.2 Effective January 1, 2015 the City shall pay an amount equal to 85% 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.

4.1.4.3 Effective January 1, 2016 the City shall pay an amount equal to 85% 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.

4.1.4.4 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.

4.1.4.5 Effective January 1, 2014, this section is deleted. 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.

4.2 Medical Insurance Upon Retirement

4.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees.

4.2.2 For employees who were **hired *before* July 1, 2006**, with ten (10) or more years of service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

4.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;

4.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 4.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.

4.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

4.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

4.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and

4.2.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.

4.2.3 Employees who were **hired *on or after* July 1, 2006**, will receive medical insurance benefits in retirement as follows:

4.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 4.1.4 above; however, provisions of paragraphs 4.1.2.1 and 4.1.2.2 do not apply to retired employees.

4.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

4.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

4.2.3.2.2 Contributions: The City shall contribute $50 per month to the employee's RHSP account; likewise, the employee shall contribute $50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period.

4.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

4.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.

7 The parties agree to meet and discuss after July 1, 2014 for the purpose of discussing options for reducing the City's costs associated with funding of the current retiree medical benefits, with the shared goal of ensuring that full funding of retiree medical benefits are sustainable within the City's long term financial plan. Any changes shall be by mutual agreement.

## 4.3 Professional Growth Incentive

Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be $625.00.

The professional growth incentives outlined above are suspended until January 1, 2012.

4.4 <u>Life Insurance</u>

4.4.1 Active Employees. The City shall continue to provide life insurance coverage in the amount of $50,000 to each employee in each position identified in Section 1.1 of this Resolution.

4.4.2 Retired Employees. Retirees shall be eligible for continued life insurance coverage subject to the following terms and conditions:

4.4.2.1 Employees. 50 years old or older who "retire" from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued life insurance coverage until the application for benefits is approved;

4.4.2.2 The City shall pay the premiums for eligible retired employees who have maintained the applicable life insurance coverage and whose application for PERS retirement benefits has been approved;

4.4.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.

4.5 <u>Dental Insurance</u>

4.5.1 City shall continue to provide employees identified in Section 1.1 of this Resolution and, at the employee's request, any eligible dependents, coverage in the City's dental insurance plan provided to other employees. The benefit shall be paid by the City except where the plan requires the employee to pay a deductible or co-payment.

4.6 <u>Long Term Disability Insurance</u>

4.6.1 The City shall continue to provide the long term disability insurance.

4.7 <u>Vision/Optical</u>

4.7.1 The City agrees to maintain in effect the vision insurance program for represented employees.

4.8 Flexible Spending Account

4.8.1 The City agrees to establish a provision allowed by Section 125 of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

## ARTICLE V
## LEAVES

5.1 Vacation Leave

5.1.1 Each employee covered by this Resolution and who is assigned to the Fire Operations Shift shall accumulate vacation leave according to the following table:

| Months of Service | Leave Earned Per Month |
|---|---|
| 1-36 | 11 hours |
| 37-60 | 13 hours |
| 61-120 | 15 hours |
| 121-180 | 18 hours |
| over 180 | 21 hours |

5.1.2 Each employee covered by this Resolution and who is assigned to the Fire Staff Shift (40 hours work week) shall accumulate vacation leave according to the table below:

| Years of Service | Vacation Earned Per Month |
|---|---|
| 0 to 3 years | 7.7 hours |
| 4 to 5 years | 9.7 hours |
| 6 to 10 years | 11 hours |
| 11 to 15 years | 13 hours |
| 16 years and over | 15 hours |

5.2 Maximum Accumulation - Vacation Buy (MODIFIED)

5.2.1 Fire Operations Shift Employees

5.2.1.1 Fire Operations Shift employees shall be allowed a maximum accumulation of vacation leave of 624 hours past January 1 of each year. Should an employee request vacation leave within sixty (60) days of reaching the maximum accumulation allowed, and due to staffing needs, the department is unable to grant the vacation time off, the employee shall be granted a sixty (60) day extension within which to take the vacation leave. Provided an employee has submitted a timely vacation request pursuant to this MOU, no employee shall lose accumulated vacation time because of lack of departmental staffing.

5.2.1.2 Fire Operations Shift employees may buy back a maximum of ninety-six (96) hours of vacation per fiscal year provided that the employee has taken/scheduled at least seventy-two (72) hours of vacation during that fiscal year. Fire Operations Shift employee may buy back seventy-two (72) hours or less vacation for fiscal year provided that they have taken/scheduled at least an equal number of vacation hours during that fiscal year.

5.2.2 Fire Staff Shift Employees

5.2.2.1 Fire Staff Shift Employees may carry an unused balance of vacation leave of no more than 56 days (448 hours) past January 1st of each year.

5.2.2.2 Fire Staff Shift Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for eighty (80) hours of accrued time, provided that the employee is taking at least one (1) consecutive week vacation time off within the fiscal year. Payment will be made at the hourly rate in effect at the time of the request. No employee may buy-out more than eighty (80) hours of vacation per fiscal year.

5.3 Sick Leave

5.3.1 Sick leave may be used only for non-service connected illness or injury or until entering disability retirement after receipt of Labor Code Section 4850 benefits to the extent of Legal entitlement, as provided in sub-section 3.1.2 of this agreement, titled "Disability Retirement."

5.3.2 Accumulation and Deduction

5.3.2.1 Each represented employee working the Fire Operations Shift shall accumulate sick leave at the rate of 12 hours per month. Each represented employee assigned to the Fire Staff Shift shall accumulate at the rate of 8 hours per month.

5.3.2.2 Time on sick leave shall be deducted from accumulated sick leave in daily increments as used.

5.3.2.3 There shall be no limitation on the amount of sick leave which may be accumulated.

5.3.2.4 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.

5.4 Holidays

5.4.1 Fire Operations Shift. Employees covered by this Resolution who are scheduled to the Fire Operations Shift (56 hour workweek) shall be paid for 134.4 hours per year in lieu of holidays payable at the rate of eleven and two tenths (11.2) hours per month. Holiday-In-Lieu payment shall be made based on the employees' monthly salary.

5.4.2 Fire Staff Shift. Employees covered by this Resolution who are scheduled to work the Fire Staff Shift (a regular 40-hour workweek) shall observe the following holidays:

January 1st
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve – ½ day (observed last work day before Christmas)
December 25th (Christmas Day)

5.4.2.1 In addition, each represented employee who is scheduled to work the Fire Staff Shift (a regular 40-hour workweek) shall have 16 hours added to his/her vacation leave total as of July 1 each year.

5.5 Administrative Leave Compensation

5.5.1 All employees identified in SEC. 1-1 of this Resolution, shall receive administrative leave. Employees shall accrue administrative leave at a rate of 8 hours per month if assigned to the Fire Staff Shift or 11.2 hours per month if assigned to the Fire Operations Shift. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City. Administrative leave shall be subject to the same rules for usage and accounting as vacation leave with the following exceptions:

5.5.2 Each employee may, upon request, have accrued unused hours of administrative leave paid directly to him/her at their hourly rate of pay in effect at the time of the request. On a fiscal year basis, the maximum amount will be 80 hours for Fire Staff Shift personnel and 112 hours for Fire Operations Shift personnel. Subject to the maximum payout amounts, unused administrative leave will be paid on June 30 of each year.

5.5.3 Represented members who were appointed to the rank of Battalion Chief or Deputy Fire Chief after July 1, 2006, shall also receive and be able to be paid for leave as specified in paragraphs 5.5.1 and 5.5.2 above, however, no such employee may carry over any administrative leave balances past June 30 of each year.

5.5.4 It is recognized that in some instances unit employees may be required to work extraordinarily long hours on special projects or unique circumstances. Should such an extraordinary occasion arise, the Department Director may recommend to the City Manager that the employee be granted additional Administrative Leave in addition to the 96 hours for fire staff shift personnel (134.4 hours for fire operations shift personnel) already provided subject to the following provisions:

5.5.4.1 Additional Administrative Leave hours granted cannot exceed 24 hours in any Fiscal Year.

5.5.4.2 Additional Administrative Leave hours must be approved by the Personnel Officer and specifically authorized by the City Manager.

5.5.4.3 Additional Administrative Leave shall not be construed to constitute overtime compensation nor be applied on an hour for hour basis.

5.6 Catastrophic Illness or Injury

5.6.1 Represented employees may donate portions of their vacation or administrative leave accumulations to other employees who have suffered catastrophic illness or injury. Employees receiving donation of time from other employees must first exhaust all available vacation, compensatory time, administrative leave and sick leave.

## ARTICLE VI
## WORKING CONDITIONS

6.1 Work Hours

6.1.1 Notwithstanding the establishment of the Fire Operations Shift and the Fire Staff Shift, work hours for each employee shall be those agreed to between the employee and the Fire Chief based on the shift the employee has been assigned by the Fire Chief.

6.2 Strike Team Participation

6.2.1 Unit employees participating in Strike Team or State OES Mutual Aid activities shall be compensated at time and one half for hours spent outside of regular duty hours when the City is being reimbursed at the time and one half rate.

## ARTICLE VII
## OTHER COMPENSABLE ITEMS

7.1 Other Compensable Items Not Set Forth Herein (MODIFIED)

7.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on June 30, 2010 unless determined otherwise by the Woodland City Council in accordance with law required otherwise by law.

PASSED AND ADOPTED this ____ day of _____________ 2013

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

STATE OF CALIFORNIA)
)
COUNTY OF YOLO )

I, Ana Gonzalez, City Clerk of the City of Woodland in Yolo County, California, hereby certify this Resolution to be a full, true and correct copy of the record of the action taken by the City Council of the City of Woodland, by vote of the members present, as the same appears in the official minutes of said Council at its meeting.

DATED:______________________

______________________________
Ana Gonzalez, Woodland City Clerk

**Exhibit A**
**City of Woodland**
**FIRE MID-MANAGEMENT EMPLOYEES**
**Salary Schedule**

### Effective January 1, 2014 (Create Step E @ 2.5%)

| Classification | A | B | C | D | E |
|---|---|---|---|---|---|
| Deputy Fire Chief | $8,937.22 | $9,384.08 | $9,902.73 | $10,423.93 | $10,684.53 |
| Fire Battalion Chief | $7,771.49 | $8,180.53 | $8,611.06 | $9,064.29 | $9,290.90 |

### Effective July 1, 2014 (1% Increase)

| Classification | A | B | C | D | E |
|---|---|---|---|---|---|
| Deputy Fire Chief | $9,026.59 | $9,477.92 | $10,001.76 | $10,528.17 | $10,791.38 |
| Fire Battalion Chief | $7,849.20 | $8,262.34 | $8,697.17 | $9,154.93 | $9,383.81 |

### Effective July 1, 2015 (1% Increase)

| Classification | A | B | C | D | E |
|---|---|---|---|---|---|
| Deputy Fire Chief | $9,116.86 | $9,572.70 | $10,101.77 | $10,633.45 | $10,899.29 |
| Fire Battalion Chief | $7,927.70 | $8,344.96 | $8,784.14 | $9,246.48 | $9,477.65 |

### Effective July 1, 2016 (2.5% Increase - Step E only)

| Classification | A | B | C | D | E |
|---|---|---|---|---|---|
| Deputy Fire Chief | $9,116.86 | $9,572.70 | $10,101.77 | $10,633.45 | $11,171.77 |
| Fire Battalion Chief | $7,927.70 | $8,344.96 | $8,784.14 | $9,246.48 | $9,714.59 |

Conversion for sick leave and vacation when personnel are transferred from Fire Operations Shift to Fire Staff Shift or from Fire Staff Shift to Fire Operations Shift will be done with a factor of 1.4 (56 ÷ 40 = 1.4).

<u>Example #1</u>

Firefighter has 500 hours of accrued sick leave. Firefighter then transfers from Fire Operations Shift to Fire Staff Shift. The 500 hours of sick leave would become 357.14 hours, as the firefighter would be using it at a different rate than earned.

Accrued hours are divided by 1.4 (500 ÷ 1.4 = 357.14)

<u>Example #2</u>

Firefighter has 500 hours accrued vacation. Firefighter then transfers from Fire Staff Shift to Fire Operations Shift. The 500 hours would become 700 hours, as the firefighter would be using it at a different rate than earned.

Accrued hours are multiplied by 1.4 (500 × 1.4 = 700)

In accordance with section 20862.8 of the Public Employees' Retirement Law, an employee shall be credited at his retirement with 0.004 years of service credit for each unused day of sick leave.

All hours accrued on a shift basis shall be converted to days for calculations of service credit and reported to PERS.

<u>Example #3</u>

A firefighter has 3719 hours accrued from shift work. The hours are converted by dividing by 1.4 conversion factor. The total number of hours is divided by 8 and the total days are multiplied by .004.

3719 ÷ 1.4 = 2656.4 hours
2656.4 ÷ 8 = 352 days
352 × .004 = 1.41 years

Sick leave and vacation will be converted in the same manner on any transfer, temporary or permanent.

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-372 **Version:** 1 | **Name:** | |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 12/11/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Adopt the Revised Job Description for the Police Records Specialist/Senior Police Records Specialist

Recommendation for Action: Staff recommends that the City Council adopt the revised Job Description for the Police Records Specialist/Senior Police Records Specialist

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** POLICE RECORDS SPECIALIST-SENIOR POLICE RECORDS SPECIALIST final.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Adopt the Revised Job Description for the Police Records Specialist/Senior Police Records Specialist

**Recommendation for Action:** Staff recommends that the City Council adopt the revised Job Description for the Police Records Specialist/Senior Police Records Specialist

**Staff Contact**

Sheila McShane, Human Resources Manager, 530-661-5807, sheila.mcshane@cityofwoodland.org

**Fiscal Impact**

There is no fiscal impact to adopting the revised job description as it does not result in any salary changes.

**Report in Brief**

The Police Records Specialist and Senior Police Records Specialist job series is used in in the Police Department to perform routine nonhazardous police office activities.

**Discussion**

The Police Records Specialist and Senior Police Records Specialist are two distinct job descriptions. The Police Records Specialist is an entry level position. The Senior Police Records Specialist is the journey level class. The changes to the Police Records Specialist (PSR) and Senior Police Records Specialist (SPRS) reflect the actual duties of the position. Due to staffing and scheduling changes in the Police Department, there was a need to review these two positions. The SPRS had supervisorial responsibilities; however this is no longer the case. Both of these position report to Police Records Manager. By condensing the job descriptions into a split classification it allows the City to flexibly promote employees without the need to open recruitment.

The Woodland Professional Police Employees' Association has reviewed and approved these changes.

The ADA Compliance language has been updated as well.

**Conclusion**

Staff recommends that the City Council adopt the Revised Job Description for the Police Records Specialist and Senior Police Records Specialist.

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio
City Manager

Attachment: Police Records Specialist/Senior Police Records Specialist Job Description

City of Woodland

# POLICE RECORDS SPECIALIST/SENIOR POLICE RECORDS SPECIALIST

## DEFINITION
To perform routine non-hazardous police office activities.

## DISTINGUISHING CHARACTERISTICS
Police Records Specialist:
This is the entry level class in the Police Records Specialist series and is distinguished from the Senior Police Records Specialist in that work is generally routine and repetitive, and does not perform the full range of duties assigned to senior level. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks.

Senior Police Records Specialist:
This is the journey level class in the series and is distinguished from the Police Records Specialist level by the ability to perform the full range of duties assigned with only occasional instruction or assistance.

## SUPERVISION RECEIVED AND EXERCISED
Police Records Specialist:
General supervision is provided by a Police Sergeant, Police Records Manager, Lieutenant or his/her designee. No supervision exercised.

Senior Police Records Specialist:
No supervision exercised, but will act in a lead role of Police Records Specialists.

## EXAMPLES OF DUTIES
The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

## ESSENTIAL JOB FUNCTIONS
File routine reports and correspondence; perform general clerical duties using typewriter and computer. Respond to citizen requests for information and assistance. Complete minor reports as required. Retrieve and input data into computer terminal. Receive calls and take messages. Accumulate data and prepare monthly statistical reports. Process requests for copies of reports from both citizens and other criminal justice agencies. Inventory supplies and order when necessary. Process monies and fees via the cash register, prepare licenses and permits, prepare and issue bills, complete citation sign-offs. Prepare correspondences to victims of crime. Complete

and prepare background and record checks. Process voluntary bookings and court ordered registrations. Perform Live Scan digital finger printing. Assist in the transportation of property and evidence. Assist in preparation for the auction of property. Purge files. Provide relief for full-time Community Services Officers. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work to complete assigned tasks.

**QUALIFICATIONS**

**Police Records Specialist:**

**Knowledge of:**
Correct English usage, spelling, grammar and punctuation. Modern office methods, procedures and equipment. Recordkeeping principles and procedures.

**Skills to:**
Learn and apply operating policies, procedures and methods of Police Department. Learn to operate telephone, computer and teletype equipment. Learn cash handling procedures. Understand and carry out both oral and written directions. Complete routine statistical reports.

**Ability to:**
Verify and check files and data. Perform routine clerical work including maintenance of appropriate records and preparation of general reports; as needed perform complex, responsible and confidential clerical and technical duties. Communicate clearly and concisely, both orally and in writing; work cooperatively with others.

**Minimum Education and Experience**

**Education:**
High School diploma or equivalent.

**Experience:**
One year of general administrative office work experience or six months of administrative office work in a law enforcement agency. Prefer experience with substantial public interaction.

**Senior Police Records Specialist**:

**Knowledge of**:
Correct English usage, spelling, grammar and punctuation. Modern office methods, procedures and equipment. Recordkeeping principles and procedures.

**Skills to**:

Apply operating policies, procedures and methods of Police Department. Operate telephone, computer and teletype equipment. Understand and carry out both oral and written directions. Complete routine statistical reports. Operate computers.

**Ability to**:
Establish and maintain effective working relationships with those contacted in the course of work. Perform a wide variety of complex, responsible and confidential clerical and technical duties. Communicate clearly and concisely, both orally and in writing; work cooperatively with others.

**Education**:
High School diploma or equivalent. Additional college coursework or vocational training is highly desirable.

**Experience**:
Prefer one year experience as a Police Records Specialist or work experience with substantial public interaction.

**License or Certificate**
Required upon hire, possession of a valid California driver's license.

**ADA COMPLIANCE**

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

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

**Other Requirements**:

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

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

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-355 **Version:** 1 | **Name:** | Approve Professional Services Amendment for Aquifer Storage and Recovery (ASR) Investigation |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 11/27/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Approval of a Professional Services Amendment with West Yost Associates for Aquifer Storage and Recovery (ASR) Investigation

Recommendation for Action: Staff recommends that City Council approve a contract amendment with West Yost Associates in the amount of $69,940 to provide engineering consulting services for Aquifer Storage and Recovery feasibility studies.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Approval of a Professional Services Amendment with West Yost Associates for Aquifer Storage and Recovery (ASR) Investigation

**Recommendation for Action:** Staff recommends that City Council approve a contract amendment with West Yost Associates in the amount of $69,940 to provide engineering consulting services for Aquifer Storage and Recovery feasibility studies.

**Staff Contact**

Tim Busch, Principal Utility Engineer, 530-661-5963, tim.busch@cityofwoodland.org

**Fiscal Impact**

The original ASR Feasibility Study contract was awarded at a cost of $68,000. The proposed contract amendment would increase the contract by $69,940 to a total of $137,940. Funding for the contract amendment is covered by the $150,000 provided in the FY 13/14 CIP budget for the ASR project (CIP #14-13). The contract is funded entirely by the Water Enterprise Fund.

Further investigative studies and capital projects funded through the water enterprise fund will be required in the future to fully implement ASR throughout the city once treated surface water is delivered. The budget for ASR testing and modeling under CIP #14-13 includes $400,000 over the following three years in addition to the $150,000 in FY 13/14.

## Background

ASR is the storage of water in a suitable aquifer during times when surface water is available for diversion and recovery of the water from the aquifer when needed at a later time. ASR is an integral part of the surface water project and will allow the City to "bank" treated surface water that is readily available for diversion by the Woodland Davis Clean Water Agency (Agency) during winter months and then withdraw the water during summer months to meet the City's peak demands.

Prior to fully implementing ASR, the Agency's water right permit from the State Water Resources Control Board (SWRCB) must be modified to allow more than 30 days of storage of diverted surface water, and a supplemental environmental impact report (SEIR) must be completed to address the diversion of surface water for ASR purposes. In addition, the City must acquire a permit from the SWRCB in order to inject drinking water into the aquifer and meet all permitting requirements of the California Department of Public Health (CDPH) to operate municipal drinking water wells as ASR wells.

## Discussion

The initial feasibility study will begin with injection testing at Well 28 which was equipped during construction to operate as a standard municipal well with ASR capabilities. Treated drinking water from the City's distribution system will be injected into the well while it is offline for approximately one month. The contract amendment includes a subcontract with Lawrence Livermore National Labs to provide materials and services for a water tracer. The tracer is an inert noble gas that will be introduced into the injected water. The tracer will be used to determine the efficiency of the operation and percentage of recoverable ASR water. Ground water levels and water quality in existing nearby and remote monitoring wells will be monitored during and after the injection testing to determine impacts from the injection of treated water.

Results from the initial injection testing will be used to support modification of the Agency's water rights permit and the SEIR and to provide data to assist the City in developing a program for full ASR implementation. Information gathered from the initial testing will be used to develop injection rates for ASR and to develop parameters for the conversion and operation of drinking water wells as ASR wells.

The original contract was approved on October 1, 2013 for an amount of $68,000. The original contract did not include a water tracer because the tracer that had been typically used is now listed as a strong greenhouse gas and banned from use. The Consultant has researched tracer technologies and has found an acceptable tracer.

Staff believes ASR will be an important part of Woodland's future water supply portfolio. It will improve the City's operational flexibility and reliability in meeting water demands during times when diversions from the Sacramento River are curtailed due to State water right permit and federal contract terms. ASR also has longer-term water quality benefits because, over time, injected surface water can replace the native groundwater, which is impaired by nitrates and naturally occurring metallic salts (including arsenic, hexavalent chromium, manganese and selenium) with higher quality water. This has the potential to improve water quality in City wells in the vicinity of the ASR wells.

## Conclusion

Staff recommends that City Council approve a contract amendment with West Yost Associates in the amount of $69,940 to provide engineering consulting services for Aquifer Storage and Recovery feasibility studies.

Prepared by: Tim Busch, PE, Principal Utilities Civil Engineer, Utility Engineering

Reviewed by: Brent Meyer, P.E., City Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-389 **Version:** 1 | **Name:** | |
| **Type:** | Consent Item(s) | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Revised Job Descriptions and Restructuring of Positions within the Public Works Utility Operations

Recommendation for Action: Staff recommends that Council Approve the proposed revisions updating job classifications/descriptions and authorize amendments to the city's Salary Schedule to include new positions in the Water Production, Water Distribution, Sewer Collections, Wastewater Treatment, and Public Works Administration series.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** Chief Water System Operator 2013.pdf
HR - Senior Water System Operator final 2013 .pdf
HR - Senior UMW - Water final.pdf
HR - Senior UMW - Sewer final (2).pdf
DD of PW.pdf
Copy of PW Reorg Salary Schedule.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Revised Job Descriptions and Restructuring of Positions within the Public Works Utility Operations

**Recommendation for Action:** Staff recommends that Council Approve the proposed revisions updating job classifications/descriptions and authorize amendments to the city's Salary Schedule to include new positions in the Water Production, Water Distribution, Sewer Collections, Wastewater Treatment, and Public Works Administration series.

**Staff Contact:**
Sheila McShane, Human Resources Manager - 530-661-5807 - Sheila.McShane@cityofwoodland.org
Gregor Meyer, Public Works Director - 530 661 5953 - Greg.meyer@cityofwoodland.org

## Council Goals

The proposed changes to Public Works job classifications directly or indirectly support the following Council goals:

1. **Economic Development:** The City relies on complex and sophisticated water, sewer, wastewater and storm drain systems. Appropriate staffing of these systems, which requires hiring staff with the appropriate certificates, skills, and experience, is vital to maintaining a vibrant and growing community.
2. **Infrastructure:** In order to maintain the long-term reliability of the utility systems serving the City, suitable staffing needs to grow as the systems expand and become more regulatory restricted and, subsequently, more technologically complex.
3. **Maintain quality of life:** Every resident, commercial enterprise, agency, and/or visitor depends on the maintenance and operation of our Water, Sewer, Wastewater, and Storm infrastructure systems. Maintaining the proper staffing levels, program oversight, systems knowledge, and skills capabilities are essential for the long-term reliability and high-quality service our users have come to expect.

## Fiscal Impact

Costs in support of the proposed changes within the city's utility funds are provided for in the adopted rate structure, with current year costs ($79,900) covered by existing salary savings ($270,000) due to vacancies. Marginal incremental costs will then be incorporated into future fiscal year budgets.

## Report in Brief

Public Works needs to make position adjustments and create new position classifications to address the increasing need to meet:

1. The rapid changes in State/Federal regulatory compliance and systems technology advances.
2. Recruitment and retention measures that assist in providing and keeping the most qualified and technologically advanced staff that can be hired in the current employment environment.
3. Provide for succession planning that will allow an employee to progress up an employment series ladder so that our years of training are not lost due to the inability for individuals to achieve the highest levels at the top of their classification series.
4. Measures that are designed to provide efficient and effective supervision and management of large blocks of subordinate staff.

Staff recommends that the City Council:

A. *Approve the creation of 4 new position titles and job descriptions as well as minor changes to the Deputy Director job description*:
   a. Chief Water Systems Operator Salary Range 132
   b. Senior Utility Maintenance Worker (Water) Salary Range 49
   c. Senior Utility Maintenance Worker (Sewer/Stormdrains) Salary Range 49
   d. Senior Water System Operator Salary Range 49
   e. Approve the changes to the Deputy Director of Public Workers Operations and Maintenance Salary Range 144

B. *Authorize the elimination of 10 positions and the addition of 10 new positions in the Public Works Water, Wastewater, and Administration programs:*

a. Eliminate the Utilities Maintenance Supervisor (Water) and create a Chief Water Systems Operator Position: (Currently Vacant)
b. Eliminate 2 Utility Maintenance Worker II positions and create 2 Senior Utility Maintenance Worker Positions. (Water Distribution)
c. Eliminate 2 Utility Maintenance Worker II positions and add an additional 2 Utility Maintenance Worker III positions. (Water Distribution)
d. Eliminate 1 Water Systems Operator II and create a Senior Water Systems Operator position. (Water Production/Wells)
e. Eliminate 2 Water Pollution Control Operator II positions and reinstate 2 Water Pollution Control Operator IV positions (Water Pollution Control Facility)
f. Eliminate 1 Utility Maintenance Worker II position and create 1 Senior Utility Maintenance Worker position. (Sewer)
g. Eliminate the Infrastructure Superintendent (Right of Way) and reinstate the Deputy Director of Public Works Operations and Maintenance. (Public Works Administration)

Note: This proposal has no reductions in staffing levels, nor any additional full time equivalent (FTE) positions created. All positions will be filled in one of three ways, utilizing reclassification, internal recruitment, or external recruitments; dependent upon the position and the minimum qualifications.

## Background

The rapid changes in the regulatory environment and advances in technology are indicative of the growing complexities that govern the modern delivery of utilities for our community. Many, if not all, of the new requirements are based on the health and safety of the end users and the environment. All of the mandatory changes in the actions set out in this report represent our response to this increasingly restrictive health and safety focus. As the sophistication of our utilities has increased, the City has had to address the new and often difficult training and mastery skill-sets necessary to provide both the outstanding service and systems reliability our citizens deserve. The most cost-effective way to meet the progressively more stringent certification requirements is to appropriately place our staff in higher technically responsible positions.

Many of the proposed organizational changes take into account the need for quality staff to provide the higher level of service that has become a basic expectation in our municipal/public environment. The need to hire and maintain experienced and qualified staff is the driver for some of the recommended changes; however, this is directly correlated to our ability to maintain our systems at a safe and responsible level.

Over the past 5 years, the Public Works Utilities Division has experienced a 75% turnover rate. One unseen cost of high staff turnover that is rarely expressed in relation to our rates is the costly price tag of replacing experienced employees. Not only is this a drain on the budget, it is severely depleting the program's institutional knowledge that is essential for stability of our critical utility systems. In addition, it has sharply reduced our ability to train new staff. Establishing these positions will allow the City to retain employees, have multiple employees with similar and/or the equivalent certifications which provide for cross-training and allows our employees to enhance their ability to promote into higher level positions.

## Discussion

There are 7 drivers that have compelled the changes being proposed:

1. **<u>Changes in our Water and Wastewater System Grade Levels</u> :** Both water and wastewater systems have undergone an increase in system 'Grade Levels.'
    - Our water system is currently rated as a Grade Level D4/T3 (Distribution 4/Treatment 3) (CCR Title 22, Classifications of Distribution Systems), but will move to a Grade Level D5/T3 in the near future with the addition of the surface water project, non-potable water distribution in parks, schools and landscaping, and the potential for nitrate and Chrome 6 treatment requirements.
    - The City's Wastewater Treatment Plant Classification was upgraded to a Grade V facility after the plant upgrades to tertiary treatment and Ultra Violet disinfection was installed in 2006.

2. **<u>New regulatory requirements:</u>** Based on the changes in our water/wastewater system's grade levels, the California Department of Public Health (CDPH) and the State Water Resources Control Board (SWRCB) have placed additional demands for higher certification levels for our operations staff.
    - A Grade 5 water system requires a minimum of a Chief Operator with a Grade 5 certification. In addition, any operator that works independently (alone, afterhours, on-call, emergencies) must posse a minimum of a Grade D3 Certification.
    - In a Grade V Wastewater Treatment Plant, the Chief Plant Operator is required to have a Grade T5 Certification. In addition any operator that works independently (alone, afterhours, on-call, emergencies) must possess a minimum of a Grade T3 Certification.
    - Both of these requirements require us to enhance our current staffing certification levels

3. **<u>Need to fill on-call rotation:</u>** The increase in certification levels has now reduced our ability to field on -call, emergency response, weekend workers, and independent worker activities.
    - The Water crew has only 1 person with the appropriate certifications for on-call status. This is not enough personnel for maintaining a 24/7 on-call rotation. By having additional certified and qualified employees, it allows us to evenly distribute the workload.
    - The Wastewater Facility operates 7 days a week which require our employees to work alternative shifts. It also requires additional certifications so employees can work alone on the weekends and independently during the week.

4. **<u>Need to reduce Supervisor's span of control</u> :** The 'Senior' grade positions have been created to assist the Supervisor in the effective and efficient management of multiple work crews.
    - The Water Utility Supervisor has a span of control of 17 to 1. This far exceeds the effective ability of the Supervisor to evaluate and manage his staff. The 'desk-work' demands required at this level of span of control effectively ties the Supervisor to excessive office work and limits the amount of time he's able to actually spend in the field with their crews.
    - The Sewer Utility Supervisor has a span of control of 12 to 1. This also exceeds the effective ability of the Supervisor to evaluate and manage his staff. The 'desk-work' demands required at this level of span of control effectively ties the Supervisor to excessive office work and limits the amount of time he's able to actually spend in the field with their crews.
    - A general rule of thumb states that a span of control in field operations should not exceed 7 to 1. The creation of the Senior positions will place both Supervisor's positions within this range.

5. **<u>Succession planning:</u>** After years of training and of thousands of dollars in costs, the new regulations

for increased certifications has left gaps in our promotional ladders that eliminate incumbent employees from achieving promotion to the top of their series.

- All certifications require 'time in grade' in order to move to the next higher position. The creation of the Senior and Grade IV positions allow staff to achieve the years of responsible 'Shift Supervisor' experience needed to move up to the Chief Plant/Systems Operator positions.
- Without these positions, our highly experienced and educated staff has to go to another organization to gain the appropriate time-in-grade experience leaving us to replace these employees with lower level employees and start the training and education process all over again.
- The goal is to be able to promote employees within the City, however, unless we provide a clear path to promotion, we will have to replace these new higher positions from outside the City who might have the experience, but don't know our systems, staff, and/or operations.

6. **<u>Recruitment and retention</u>** : The Public Works department has seen 64 employees leave the department (a 75% turnover rate in 5 years) and has promoted 47 employees since FY 07/08. Many of these lost positions have occurred at the higher levels of responsibility..
   - When replacing staff, the City is finding it difficult to attract the most qualified and experienced staff to fill the vacant positions. This leaves us with the undesirable position of hiring employees that, while they may be turn out to be great employees, have to be brought up through the basics of the position and trained in the advanced skill-sets that the more experienced in-house candidates would already have.
   - In order to offset this deficiency, Public Works is creating additional higher level positions that will not only meet the drivers above, but will allow incumbent employees an opportunity move up in their series; thereby creating a advanced level of retention of our highly qualified staff. (In whom we have already invested the time and money for them to achieve this high level of skill)

7. **<u>Efficiency, effectiveness, and opportunity measures:</u>** While all the drivers above provide for efficiency and effectiveness of our programs, they are also generally focused in the specific driver category as outlined. However, in some cases, there are opportunities that lend themselves to actions that enhance the activities beyond the drivers themselves:
   - Several positions that are being proposed for new or elevated position changes are currently vacant.
   - The Deputy Director of Public Works, Operations and Maintenance, is being reinstated to recognize and address the growth and additional scope of the position. It also allows for an increase in responsibilities and operational controls over the scope of programs currently being administered.

**There are 10 positions in 5 programs affected by these proposed changes.**

(Note: there are no reductions in the total numbers of staff, nor additional staff added. This is all being accomplished with vacancies and promotional opportunities.)

**<u>Water System Programs (6 positions)</u>:**

1. **Eliminate the Utilities Maintenance Supervisor (Water) (vacant) and create a Chief Water Systems Operator (CWSO) Position:**
   - With the City's water system moving to a Grade V system, significant new certifications and

responsibilities are required that go beyond the old Supervisor's position title and job responsibilities.
- The new classification of our water system requires a Grade V operator, whereas the current Supervisor position only requires a Grade IV. The additional responsibilities require this position to be place in a Management position at a Salary Range of 132
- Operation of the water system, including the inclusion of surface water, above ground tanks and pumping facilities, and Aquifer Storage and Recovery (ASR) management, far exceed the skill sets envisioned during the creation of the current Supervisor's position (2006).
- This position is modeled after the Chief Plant Operator position at the Wastewater Treatment Plant. Both have similar responsibilities and duties and both require Grade V certification in their respective fields.

2. **Eliminate 2 Utility Maintenance Worker II positions (both vacant) and create 2 Senior Utility Maintenance Worker Positions (SUMW)(Water Distribution) these positions:**
   - Provide the new CWSO with field crew supervision and assistance in evaluations of staff, programs, and operations.
   - Allow crews to respond and handle more issues, quickly and efficiently.
   - Helps reduce the CWSO's span of control from 17/1 to 4/1.
   - Provides for 'time in grade' for Grade IV certifications so incumbent employees can be eligible for promotion.
   - Increase the pool of positions that can respond to emergencies and on-call rotation.

3. **Eliminate 2 Utility Maintenance Worker II positions and add an additional 2 Utility Maintenance Worker III (UMW III) positions (Water Distribution):**
   - The primary focus in these changes is to adequately staff our emergency response and on-call rotation.
   - The new UMW III positions allow for greater flexibility in assigning small and independent crews to field operations. This is especially important with our ever increasing need for rapid response over a broad range of critical situations.
   - The new positions add to the ability for career growth and advancement for lower level staff.

   Note: The addition of the above 2 SUMW's and the 2 UMW III's brings the on-call rotation for water distribution staffing to 6 positions; this is deemed adequate for an operation of our size.

4. **Eliminate 1 Water Systems Operator II and create 1 Senior Water Systems Operator position. (Water Production/Wells):**
   - This position provides the new CWSO with field crew supervision and assistance in evaluations of staff, programs, and operations.
   - Helps reduce the CWSO's span of control from 17/1 to 4/1.
   - This position will also be included in the emergency response and on-call rotation.

**<u>Water Pollution Control Facility (WPCF) Programs (2 positions)</u>:**

5. **Eliminate 2 Water Pollution Control Operator II positions and reinstate 2 Water Pollution Control Operator IV (WPCO IV) positions:**
   - State regulations now require that all operators that work independently and respond to emergencies onsite have a minimum Grade III operator's certificate.
   - This will facilitate our employees to continue to grow within the City. In order to be eligible for promotion to a Chief Plant Operator's position, the candidate must have at least 2 years

experience as a Grade IV. We currently only have Grade III positions so internal candidates are ineligible to apply for the CPO position.

- These two positions build depth into the very lean WPCF operation. They can also fill in for the CPO during sickness, vacation, conferences, etc.

**Sewer Collections and Stormdrain Maintenance Programs (1 Position):**

6. **Eliminate 1 Utility Maintenance Worker II (UMW II) position and create 1 Senior Utility Maintenance Worker (SUMW) position:**
   - This position provides the Utility Maintenance Supervisor (UMS) (Sewer) with field crew supervision and assistance in evaluations of staff, programs, and operations.
   - Helps reduce the UMS's span of control from 12/1 to 7/1.
   - This position will also be included in the emergency response and on-call rotation.
   - An additional SUMW position will be considered when the new NPDES /storm drain regulations are considered over the next few years.
   - The creation of this position is inline with the crew structure series in Water Production and Water Distribution.

**Public Works Administration (1 position):**

7. **Eliminate the Infrastructure Superintendent (Right of Way) and reinstate the Deputy Director of Public Works (DD/PW)**.
   - This position assumed responsibility for the addition of 18 new programs in the Parks Maintenance Division; including all Parks, Ball fields, Sports Park, Landscaping, Cemetery, and Pool, maintenance and operations.
   - In addition, extensive contract management responsibilities and L&L Districts were also added.
   - This position acts as the Director's 2nd in command and will oversee all operations at the Municipal Service Center (MSC); and
   - Provides enhanced resource management, cross-training of staff, and direction of staff, equipment, and vehicle utilization between assigned responsibilities.
   - Recent changes to the Electrical/Signs and Markings Supervisor's position (City Council Action on 8/20/2013), and supervision of higher level management positions, has created additional duties that are more appropriately filled by a Deputy Director Public Works, Operations and Maintenance.
   - Currently these duties have been assumed by a Superintendent, the creation of the DD/PWO&M position will eliminate the long-term working out of class compensation.

**Employee Association Notifications:**

The new job descriptions are necessary in order to facilitate the reorganization. All job descriptions have been reviewed by the appropriate associations and the associations have approved the proposed changes.

**Conclusion**

It is recommended that the City Council approve the proposed revisions updating job classifications/descriptions and authorize amendments to the city's Salary Schedule to include new positions in the Water Production, Water Distribution, Sewer Collections, Wastewater Treatment, and Public Works Administration series.

Prepared by: Sheila McShane
Human Resources Manager

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio
City Manager

Attachments: Chief Water System Operator - Job Description
Senior Water System Operator - Job Description
Senior Utility Maintenance Worker (Water Distribution) - Job Description
Senior Utility Maintenance Worker (Sewer/Stormdrains) - Job Description
Deputy Director of Public Works Operations and Maintenance Job Description
Revised Salary Schedule

City of Woodland

**CHIEF WATER SYSTEM OPERATOR**

## DEFINITION

Plan and direct technical work involving process, production, treatment, distribution, control, operation, repair and maintenance of the City's water production and distribution systems, and other facilities and programs as assigned.

## SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Infrastructure Superintendent. Exercises direct supervision over certified water treatment and distribution system operators and other maintenance staff. Exercises discretion and independent judgment with respect to assigned duties.

## EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class but are not an all inclusive or limiting list:

## ESSENTIAL JOB FUNCTIONS

Plan, schedule and operate the water production and distribution systems to ensure compliance with all applicable regulations. Coordinate surface water supply to ensure adequate water delivery, and the proper blending of the delivered surface water with supplemental ground water. Plan preventative maintenance functions. Interpret alarms, meters, gauges, computerized SCADA programs, control panels, and test results to determine process control, water quality, production, and distribution criteria. Make daily decisions regarding need for adjustments and changes in system operation to gain improvements in system safety, efficiency, and economy. Schedule operation and maintenance work, ordering of materials, and maintain records. Implement an ongoing preventative maintenance program and accurately maintain and compile records and reports. Hire, train, supervise and evaluate personnel. Develop and review progress of projects and work assignments with assigned personnel and assist them in organizing resources. Oversee all water system operations and maintenance, to include telemetry communications with SCADA to the remote well and storage facilities. Establish training of distribution and production/treatment personnel in processes, operation of equipment, preventative maintenance, system control, sampling, safety practices and, recordkeeping. Prepare detailed operating budgets for all water system programs. Compile and sign California Department of Public Health mandated water system compliance reports. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety

**OTHER JOB FUNCTIONS**

Review data, analyze results and prepare reports as required. Coordinate with other environmental services programs, such as the City or private laboratories ensuring tests and analysis are complete and a record of results are available for use. Respond to inquiries or concerns from citizens and other departments and agencies. Participate with tours and public presentations related to water system programs. Work with consultants and contractors with regard to system expansions and operations. Oversee and manage maintenance contracts for water system operations. Plan and direct safety and training programs for the water production and distribution facilities. Perform related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Principles and practices necessary in operation and maintenance of a California Department of Public Health designated D-5 community water system. Supervisory and training principles and practices of first line management. Use, handling and disposal of hazardous chemicals associated with water treatment. Principles and practices of leadership, motivation, team building and conflict resolution. Oversee all State required sampling and reporting requirements including the required response requirements associated with water system contamination. Operation, use and applications of computer systems and related software. Work safety and accident prevention programs as related to water system facilities. Budget development and expenditure control, including development of capital improvement plans. SCADA control systems and the data management needed for compliance with local, state and federal regulations. State and Federal water rules and regulations governing the treatment and distribution of potable water and related programs. Safety programs related to water facilities.

**Skill to:**

Develop, interpret and implement Department policies. Manage, direct, coordinate, and evaluate the work of assigned personnel. Read and interpret blueprints and plans; interpret and apply laws and regulations. Prepare and present clear, concise, and competent reports, both orally and in writing. Establish and maintain effective work relationships with those contacted in the performance of required duties.

**Ability to:**

Supervise and operate a California Department of Public Health designated D-5 community water system. Use a variety of computer software to control water system processes and prepare a variety of reports, spreadsheets and records. Work independently making appropriate decisions in fast paced, high-pressure situations.

Interact effectively with the public and employees. Communicate clearly and concisely, both orally and in writing. Supervise and train assigned personnel.

**<u>MINIMUM EDUCATION AND EXPERIENCE:</u>**

**<u>Education:</u>**
Associate degree in a technical field related to water systems and/or plant operations, such as engineering, mechanical science, chemistry, biology or an associated discipline. Or, two years of operating a D-5 water system in a supervisory, chief or shift operator capacity, and course work from an accredited college/university in a closely related field.

**<u>Experience</u>:**
Four years of experience in work involving the maintenance and operation of water systems including sampling, backflow and cross connection programs with at least two years of supervision in related facilities or programs.

**<u>License and Certificate:</u>**
Required upon hire:

1. Possession of a valid California Driver's License.
2. Possession of a current Grade-5 Distribution Operator Certificate issued by the California Department of Public Health.
3. Possession of a current Grade-2 Water Treatment Plant Operator Certificate issued by the California Department of Public Health.
4. Backflow Tester certification issued by AWWA.

Prior to the end of probation:

1. Obtain a Grade-3 Water Treatment Plant Operator Certificate issued by the California Department of Public Health.
   Obtain a valid Cross Connection Specialist Certificate issued by AWWA

**ADA COMPLIANCE**

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

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

**Other Requirements:**

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

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

**Council Action:**

# SENIOR WATER SYSTEM OPERATOR

## DEFINITION

To perform a variety of skilled work involving the construction, maintenance and repair of the City's water production infrastructure and to provide lead supervision to a crew of lower level water system operators. Act as the Utilities Maintenance Supervisor in the absence of the incumbent.

## SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by a Chief Water System Operator. Responsibilities include providing lead supervision and training for semi-skilled and skilled water system operators. Positions assigned to this class perform the full range of duties normally expected of the water system operator series. It is distinguished from the water system operator II classification in that positions assigned to this class are expected to assume lead supervision over a crew of level I and II water system operators

## EXAMPLES OF DUTIES

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

## ESSENTIAL JOB FUNCTIONS

Act as a lead worker for a crew of water system operators on assigned projects. Assist in the scheduling of maintenance and repair work, ordering of materials, and maintain routine records including utilization and tracking of budgetary items and projects. Manage, monitor and operate the water production system utilizing SCADA. Assist in the training, supervision, and evaluation of assigned crew members. Perform duties in the general operation, maintenance and repair of water production facilities. Assist in the inspection of work of private contractors engaged in maintenance work for the City. Ensure appropriate traffic control during all phases of construction projects. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety.

## OTHER JOB FUNCTIONS

Respond to public service calls and complaints. Serve in a standby status after regular working hours and respond to emergency call-outs. Assist in the evaluation of operations and activities and make recommendations for improvements and modifications. Assist in the preparation of reports, inquiries and projects. Instruct subordinates in proper work techniques of equipment and safety precautions and requirements. Perform related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Methods, tools, and materials used in water facility maintenance and repair. Hazards associated with the assigned work and proper safety precautions including appropriate traffic control devices. Water treatment laws, ordinances and rules associated with water production operations. Principles of supervision and training.

**Skill to:**

Perform highly skilled operation, maintenance, construction and repair work in the area of water treatment and production. Use and operate hand tools, mechanical equipment, and power tools required for the work in a safe and efficient manner. Act as a lead worker for a crew of water system operator personnel. Read and interpret basic maps and blueprints. Maintain routine records. Communicate effectively, both orally and in writing. Supervise and train less experienced personnel.

**Ability to:**

Interact effectively and courteously with the public. Implement new and existing treatment, construction and maintenance work procedures and practices. Operate and maintain machinery and equipment related to the maintenance, repair and alterations of water treatment and production operations. Maintain and repair light power equipment. Perform heavy manual labor. Accurately collect and enter data in an electronic format. Interpret and apply policies and procedures. Assist in the development and analysis of regulatory and operational reports. Interpret and apply policies and procedures. Establish and maintain effective work relationships with those contacted in the performance of required duties.

**Minimum Education and Experience:**

**Education:**

High School Diploma or equivalent supplemented by coursework or training in water treatment and/or production or a closely related field.

**Experience:**

Two years of experience performing duties comparable to those of a Water System Operator II.

**License and Certificate:**

Required upon hire, possession of a current California Department of Public Health, Water Treatment certification, Grade 2; valid Class B California Driver's License with a Tank and Air Brake Endorsement.

Possession of a California Department of Public Health, Water Treatment certification, Grade 3; valid Class A California driver's license, First Aid, and CPR certifications are required prior to permanent appointment. A California Department of Public Health, Distribution Operator, Grade 4 certification, and Cross Connection certification are highly desirable.

**ADA COMPLIANCE**

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

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

**Other Requirements:**

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

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

**COUNCIL ACTION:**

City of Woodland

# SENIOR UTILITIES MAINTENANCE WORKER
# WATER DISTRIBUTION

## DEFINITION

To perform a variety of skilled work involving the construction, maintenance and repair of the City's water distribution system and to provide lead supervision to a large crew of lower level utility maintenance personnel. Act as the Utilities Maintenance Supervisor in the absence of the incumbent.

## SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by a Utilities Maintenance Supervisor. Responsibilities include providing lead supervision and training for semi-skilled and skilled water utility maintenance personnel. Positions assigned to this class perform the full range of duties normally expected of the Utility Maintenance Worker series. It is distinguished from the Maintenance Worker III classification in that positions assigned to this class are expected to assume lead supervision over a crew of Utility Maintenance Workers I, II and/or III's and act as an assistant to the Chief Water System Operator.

## EXAMPLES OF DUTIES

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

### ESSENTIAL JOB FUNCTIONS

Act as a lead worker for a large crew of utility maintenance workers on assigned projects. Assist in the scheduling of operations, maintenance and repair work; ordering of materials; and maintain routine records including utilization and tracking of budgetary items and projects. Assist in the training, supervision, and evaluation of assigned crew members. Perform duties in the advanced journey level operation, maintenance and repair of water distribution systems. Assist in the inspection of work of private contractors engaged in maintenance work for the City. Ensure appropriate traffic control during all phases of construction projects. Drive vehicles as required. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety

## OTHER JOB FUNCTIONS

Respond to public service calls and complaints. Serve in a standby status after regular working hours and respond to emergency call-outs. Assist in the evaluation of operations and activities and make recommendations for improvements and modifications. Assist in the preparation of reports, inquiries and projects. Instruct subordinates in proper work techniques of equipment and safety precautions and requirements. Perform related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Methods, tools, and materials used in water distribution system operation, maintenance and repair. Hazards associated with the assigned work and proper safety precautions including appropriate traffic control devices. Water distribution system regulations, ordinances and rules. Principles of supervision and training.

**Skill to:**

Perform highly skilled operation, maintenance, construction and repair work in the area of work assigned. Use and operate hand tools, mechanical equipment, and power tools required for the work in a safe and efficient manner. Act as a lead worker for a large crew of maintenance personnel. Read and interpret basic maps and blueprints. Maintain routine records. Communicate effectively, both orally and in writing. Supervise and train less experienced personnel.

**Ability to:**

Interact effectively and courteously with the public. Implement new and existing operation, construction, and maintenance work procedures and practices. Operate and maintain machinery and equipment related to the maintenance, repair and alterations of water distribution systems. Maintain and repair light power equipment. Perform heavy manual labor. Accurately collect and enter data in an electronic format. Assist in the development and analysis of regulatory and operational reports. Interpret and apply policies and procedures. Establish and maintain effective work relationships with those contacted in the performance of required duties.

**Minimum Education and Experience:**

**Education:**

High School Diploma or equivalent supplemented by coursework or training in water distribution, production, treatment, or a closely related field.

**Experience:**

Two years of experience performing duties comparable to those of a Utilities Maintenance Worker III, Water.

**License and Certificate:**

Required upon hire, possession of a current California Department of Public Health, Distribution Operator, Grade 3 certificate; valid Class B California Driver's License with a Tank and Air Brake Endorsement. Possession of a current California Department of Public Health, Distribution Operator, Grade 4 certificate; Cross Connection certification, valid Class

A California driver's license, First Aid, and CPR certifications are required prior to permanent appointment. A California Department of Public Health, Water Treatment Operator, Grade 3 certificate is highly desirable.

## ADA COMPLIANCE

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

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

**Other Requirements:**

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

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

**COUNCIL ACTION: December 2013**

City of Woodland

**SENIOR UTILITIES MAINTENANCE WORKER**
**SANITARY SEWER and STORM DRAINAGE SYSTEMS**

## DEFINITION

To perform a variety of skilled work involving the construction, maintenance and repair of the City's sewage collection and storm drainage systems and to provide lead supervision to a large crew of lower level utility maintenance personnel. Act as the Utilities Maintenance Supervisor in the absence of the incumbent.

## SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by a Utilities Maintenance Supervisor. Responsibilities include providing lead supervision and training for semi-skilled and skilled sewage collection and storm drainage systems' maintenance personnel. Positions assigned to this class perform the full range of duties normally expected of the Utility Maintenance Worker series. It is distinguished from the Maintenance Worker III classification in that positions assigned to this class are expected to assume lead supervision over a crew of Utility Maintenance Workers I, II and/or III's and act as an assistant to the Utilities Maintenance Supervisor.

## EXAMPLES OF DUTIES

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

## ESSENTIAL JOB FUNCTIONS

Act as a lead worker for a large crew of utility maintenance workers on assigned projects. Assist in the scheduling of operations, maintenance and repair work; ordering of materials; and maintain routine records including utilization and tracking of budgetary items and projects. Assist in the training, supervision, and evaluation of assigned crew members. Perform duties in the advanced journey level operation, maintenance and repair of sewage collection and storm drainage systems. Respond, manage, document and report all sanitary sewer overflows and illicit discharges. Assist in the inspection of work of private contractors engaged in maintenance work for the City. Ensure appropriate traffic control during all phases of construction projects. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety.

## OTHER JOB FUNCTIONS

Respond to public service calls and complaints. Serve in a standby status after regular working hours and respond to emergency call-outs. Assist in the evaluation of operations and activities and make recommendations for improvements and modifications. Assist in the preparation of reports, inquiries and projects. Instruct subordinates in proper work techniques of equipment and safety precautions and requirements. Perform related duties as assigned.

**QUALIFICATIONS**

**Knowledge of:**

Methods, tools, and materials used in sewage collection and storm drainage systems maintenance and repair. Hazards associated with the assigned work and proper safety precautions including appropriate traffic control, trench safety, and confined space entry. Sewage collection and storm drainage system ordinances and rules. Principles of supervision and training.

**Skill to:**

Perform highly skilled operation, maintenance, construction and repair work in the area of work assigned. Use and operate hand tools, mechanical equipment, and power tools required for the work in a safe and efficient manner. Act as a field supervisor for a crew of utility maintenance personnel. Read and interpret basic maps and blueprints. Maintain routine records. Communicate effectively, both orally and in writing. Supervise and train less experienced personnel.

**Ability to:**

Interact effectively and courteously with the public. Implement new and existing operation, construction, and maintenance work procedures and practices. Operate and maintain machinery and equipment related to the maintenance, repair and alterations of sewage collection and storm drainage systems. Maintain and repair light power equipment. Perform heavy manual labor. Accurately collect and enter data in an electronic format. Assist in the development and analysis of regulatory and operational reports. Interpret and apply policies and procedures. Establish and maintain effective work relationships with those contacted in the performance of required duties.

**Minimum Education and Experience:**

**Education:**

High School Diploma or equivalent supplemented by coursework or training in sewage collection and/or storm drainage systems, or a closely related field.

**Experience:**

Two years of experience performing duties comparable to those of a Utilities Maintenance Worker III, Collections.

**License and Certificate:**

Required upon hire, possession of a current California Water Environment Association (CWEA), C-3 Collections certificate; valid Class B California Driver's License with a Tank and Air Brake Endorsement. Required prior to permanent appointment (completion of probation): possession of a valid Class A California driver’s license; Hazardous Waste Operations and Emergency Response (HAZWOPER) training certificate or equivalent (level of training dependent on Departmental need); First Aid, and CPR certifications. A California Department of Public Health, Water Distribution Operator, Grade 3 certificate is highly desirable.

**ADA COMPLIANCE**

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

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

**Other Requirements:**

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

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

**COUNCIL ACTION:**

City of Woodland

# DEPUTY DIRECTOR OF PUBLIC WORKS, OPERATIONS & MAINTENANCE

## DEFINITION
To plan, direct, and supervise field maintenance division activities including infrastructure operations and maintenance, equipment and facility maintenance, and environmental operations.

## SUPERVISION RECEIVED AND EXERCISED
General direction is provided by the Public Works Director. Responsibilities include direct and indirect supervision of staff.

## EXAMPLES OF DUTIES
The following are typical illustrations of duties encompassed by the job class, not an all inclusive or limiting list:

## ESSENTIAL JOB FUNCTIONS
Plan, organize and direct activities of the Public Works Operations and Maintenance Divisions providing the public works maintenance and operations functions pertaining to streets, trees, electrical services, park maintenance, storm drains, water production, water distribution, sewer collection, building and fleet maintenance, solid waste and wastewater treatment as assigned. Plan, organize, coordinate, supervise, and evaluate programs, plans, services, staffing, equipment, and infrastructure of the Public Works Department. Develop and implement goals, objectives, policies, procedures, schedules, and work standards for the various operating groups within the Public Works Department. Prepare and administer the annual Operations and Maintenance Budget for assigned program areas. Research and analyze complex problems, evaluate varied information and data, and exercise sound independent judgment within established guidelines. Coordinate maintenance service programs with other City departments and with outside agencies. Establish and maintain effective working relationships while providing for the evaluation, training, and professional development of assigned staff. Work cooperatively with others. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety.

## OTHER JOB FUNCTIONS
Interpret City policies and procedures, update Department policies and procedures, draft City policies and procedures as appropriate, and take responsibility for the morale and productivity of assigned Department staff. Make presentations before the City Council, the public, and/or Boards and Commissions as assigned. Perform related duties as assigned.

## QUALIFICATIONS

**Knowledge of:**
Administrative principles and methods, including goal setting, program development, scheduling and implementation, budget preparation and administration, employee supervision, and contract evaluation and administration. Current principles, practices, and techniques of municipal public works maintenance and operations, including streets, fleet maintenance, building maintenance, underground utilities, and wastewater treatment. Applicable local, State, and Federal laws and regulations related to waste reduction, wastewater collection systems and water distribution systems. Public administration principles and practices related to the activities and functions of municipal government. Principles and practices of leadership, motivation, team building and conflict resolution. Safety principles, practices, and procedures. Operation and programs of a personal computer.

**Skill to:**
Plan, organize and administer comprehensive public works office and field activities with in-house and contract personnel. Develop, interpret and implement Department policies. Analyze complex problems, evaluate alternatives, and implement creative but sound alternatives. Manage, direct, coordinate, and evaluate the work of assigned personnel. Prepare and present clear, concise, and competent reports, both orally and in writing. Communicate clearly and concisely, orally and in writing. Establish and maintain cooperative working relationships with co-workers and those contacted in the course of work.

**Ability to:**
Develop cooperative public relations with other City departments, developers, businesses, and the general public. Serve in a standby status after regular working hours and respond to emergency call-outs

**Minimum Education and Experience:**

**Education:**

A Baccalaureate Degree from an accredited college or university.

An Associate's degree may be substituted for the Bachelor's degree by substituting additional qualifying experience with the City of Woodland, on a year to year basis One year (2,000 hours) of work experience equals 30 semester quarter units.

**Experience:**
Six (6) years of verifiable managerial experience including four (4) years of verifiable mid-management supervisory experience in Public Works activities related to street maintenance, electrical maintenance, signs and markings, urban forestry, parks and sport parks maintenance, cemetery maintenance, pool maintenance, and/or utility infrastructure maintenance.

**License or Certificate:**

Required upon hire, possession of a valid California Driver's License.

Council Action: December 2013

# CITY OF WOODLAND
## SALARY SCHEDULE
**Effective December 18, 2013**

**SALARY PER MONTH**

| CLASSIFICATION | RANGE NO. | UNIT | A STEP | B STEP | C STEP | D STEP | E STEP |
|---|---|---|---|---|---|---|---|
| Chief Water System Operator | 132 | MM | $6,434.30 | $6,756.02 | $7,093.82 | $7,448.51 | $7,820.94 |
| Deputy Director of Public Works, O&M | 144 | MM | $8,653.43 | $9,086.10 | $9,540.41 | $10,017.42 | $10,518.30 |
| Senior Utility Maintenance Worker (Water Distribution) | 49 | GS | $3,847.66 | $4,040.04 | $4,242.04 | $4,454.15 | $4,676.85 |
| Senior Utility Maintenance Worker (Sewer/Stormdrains) | 49 | GS | $3,847.66 | $4,040.04 | $4,242.04 | $4,454.15 | $4,676.85 |
| Senior Water Systems Operator | 49 | GS | $3,847.66 | $4,040.04 | $4,242.04 | $4,454.15 | $4,676.85 |

## Legislation Details (With Text)

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|---|---|---|---|---|---|
| **File #:** | 13-360 | **Version:** 1 | **Name:** | | |
| **Type:** | Report of the City Manager | | **Status:** | Agenda Ready | |
| **File created:** | 12/5/2013 | | **In control:** | City Council | |
| **On agenda:** | 12/17/2013 | | **Final action:** | | |

**Title:** SUBJECT: Proposed Changes to Annual Community Development Block Grant Process

Recommendation for Action: Staff recommends that the City Council take the following actions:

1) Direct staff to return to the Council in February to provide input regarding overall funding priorities for the annual CDBG funding cycle; and

2) Establish a formal CDBG review panel comprised of one member from each of the following three City commissions: Planning, Parks and Recreation, and Aging, plus a fourth panelist to be appointed from a Woodland-based non-profit organization that is not submitting a CDBG funding application for the upcoming fiscal year.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Proposed Changes to Annual Community Development Block Grant Process

**Recommendation for Action:** Staff recommends that the City Council take the following actions:

1) Direct staff to return to the Council in February to provide input regarding overall funding priorities for the annual CDBG funding cycle; and

2) Establish a formal CDBG review panel comprised of one member from each of the following three City commissions: Planning, Parks and Recreation, and Aging, plus a fourth panelist to be appointed from a Woodland-based non-profit organization that is not submitting a CDBG funding application for the upcoming fiscal year.

**Staff Contact**

Dan Sokolow, Senior Planner - 530-661-5927 - dan.sokolow@cityofwoodland.org

**Fiscal Impact**

There is no fiscal impact.

**Background**

As a CDBG entitlement recipient, the City receives an annual CDBG funding allocation. For FY 2013-14, the City's CDBG allocation is $464,500. Each year, City staff establishes a review panel of City staff members, community members, and staff from other Yolo County jurisdictions to review CDBG funding applications and make recommendations to the City Council. In approximately May of each year the City Council reviews the panel's recommendations and finalizes them by approving the City's CDBG Annual Action Plan.

**Discussion**

The City Council in May of this year expressed a number of concerns with the annual CDBG process during its review of the FY 2013-14 Action Plan. The principal concern was the timing of the City Council's review of funding priorities. The Council also expressed a preference to review the specific funding recommendations in advance of the City's deadline for submitting the annual Action Plan to the Department of Housing and Urban Development. Staff believes these concerns are address by providing the council an opportunity to provide input relative to annual CDBG funding priorities at the front-end of the annual funding cycle, as well as by bringing the panel's specific funding recommendations to the Council four to six weeks in advance of the submittal deadline for the Action Plan.

The CDBG review panel's composition has varied over the years and there has not been an established process for the selection of the panel members. This year, the review panel included one City staff member, two planning commissioners, and a staff member who runs Yolo County's CDBG program. In 2012, the review panel was composed entirely of City staff.

A review panel composed of one member from each of the three City commissions: Planning, Parks and Recreation, and Aging, as well as a representative from a Woodland-based nonprofit that is not submitting a CDBG application for the upcoming fiscal year would formalize the panel's composition and broaden the panel's community perspective. Staff would identify the specific commission and non-profit organization representatives to participate on the panel.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

Paul Navazio, City Manager

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-384 **Version:** 1 | **Name:** | |
| **Type:** | Report of the City Manager | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Consideration of June 2014 Ballot Measure to Re-Authorize ¼ cent Sales Tax (Measure V)

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Ordinance No. _______ re-authorizing the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of eight years, subject to approval by the voters at the June 3, 2014 municipal election, and

2) Provide comment on draft resolution calling an election and directing the consolidation of the election, and placing a proposition and four advisory measures on the June 3, 2014 ballot.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** Sales Tax Renewal Rpt_Ordinance.pdf
WOODLAND _ Resolution for Measure V Renewal.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: Consideration of June 2014 Ballot Measure to Re-Authorize ¼ cent Sales Tax (Measure V)

**Recommendation for Action:** Staff recommends that the City Council:

1) Adopt Ordinance No. _______ re-authorizing the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of eight years, subject to approval by the voters at the June 3, 2014 municipal election, and

2) Provide comment on draft resolution calling an election and directing the consolidation of the election, and placing a proposition and four advisory measures on the June 3, 2014 ballot.

**Background**

The City currently receives supplemental sales tax revenue through two voter-approved measures authorizing transaction and use taxes of ¼ cent (Measure V) and ½ cent (Measure E), respectively. Measure V which generates approximately $2 million annually to the General Fund was approved in 2010, for a four year period expiring in June 2014.

The scheduled expiration of Measure V in June 2014, combined with the progress made in addressing many of the city's structural budget challenges, provides an opportunity for future revenues from the existing ¼ cent sales tax to be applied to areas with significant community benefits.

At its meeting of November 5, 2013 the City Council reviewed potential options for seeking voter-approval to re-authorize the quarter-cent sales tax on the June 2014 ballot. In addition to providing feedback to staff related to the use of proceeds from a possible extension of the sales tax measure, the Council also appointed a sub-committee consisting of Vice Mayor Stallard and Councilmember Hilliard to work with staff and selected community stakeholders, and recommend specific parameters and ballot language for the proposed renewal measure.

**Discussion**

The Council sub-committee held three meetings between November 13th and December 11th to discuss funding priorities and possible approaches to re-authorizing the city's quarter-cent sales tax. In addition, the sub-committee and staff made presentations to the Library Board, Parks and Recreation Commission for input. The potential ballot measure was also discussed at the City/Chamber 2x2 and the City/School District/Community College 3x2x2.

Throughout the sub-committee's work with staff and community stakeholders, there was strong support for the general theme of seeking re-authorization of the quarter-cent sales tax for programs and services impacting youth, and thus investing in the future of the Woodland community.

In addition, the sub-committee and stakeholder groups acknowledged that an extension for a period of eight years would be preferable to a shorter timeframe for two reasons. First, the goal of seeking extension of the sales tax is to provide resources to affect positive and lasting impacts on Woodland's youth, and that such impact is best achieved over time through sustained effort and careful application of resources. Second, the sub -committee and staff concur with the notion that the City should not rely on voter-approved tax measure to sustain these efforts indefinitely. To this end, the goal would be to gradually wean the city from reliance on this voter-approved revenue stream - over time - such that programs can be sustained, as desired, from revenues derived from future economic growth and revenue-generating development activity. That said, it is recommended that an eight-year term be proposed to the voters so as to provide the best opportunity for programs and services to be sustained, at the end of the re-authorization period, from other sources of funding.

*Opportunity for Community Reinvestment*

Staff recommends that the City Council take specific actions to place a measure on the June 2014 ballot measure to replace Measure V, and provide for continued collection of the existing ¼ cent sales tax in order to provide funding flexibility to primarily reinvest resources in areas most directly tied to improvements in overall quality of life for the youth of our community. Specific program areas for which additional funding would be applied should the proposed ballot measure be approved include:

- Library - Hours of operations, youth literacy programs and collections
- Youth Recreation Programs
- Teen Programming
- After-school programs, tutoring and summer reading programs

- Aquatics Programs - restore funding to support operation of a 2nd community pool
- Offset fee burden for use of city recreation facilities and participation in athletic programs
- Enhance crime prevention programs and public safety services affecting at-risk youth
- Establish a utility rate-payer assistance program for seniors and low-income families

At this time, staff and the Council sub-committee are requesting City Council action approve an ordinance to re-authorize the quarter-cent sales tax for a period of eight years, subject to approval by the voters at the June 3, 2014 municipal election. In addition, it is recommended that the renewal measure be accompanied by four companion advisory measures, seeking community feedback on the priorities for allocation of the discretionary tax revenue proceeds that would be collected if the quarter-cent sales tax is re-authorized.

The following is the recommended ballot language to be placed on the June 3, 2014 ballot via council action on the resolution implementing the sub-committee recommendation:

*Ballot Measure Re-Authorizing Quarter-Cent Sales Tax:*

MEASURE ___: Shall Ordinance No. _________, which would authorize the City of Woodland to continue to collect a one-quarter cent sales tax for general city services, for a period of eight years, and would not increase taxes, be adopted?

*Companion Advisory Measures:*

MEASURE ___: Advisory Vote Only. Shall the City Council allocate 20% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to the Woodland Public Library to enhance educational and youth literacy programs and expand hours of operation?

MEASURE ___: Advisory Vote Only. Shall the City Council allocate 60% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to expand and enhance youth and teen programs and facilities, such as funds to support operation of a second pool, and reduction of fees charged for use of city recreation facilities?

MEASURE___: Advisory Vote Only. Shall the City Council allocate 15% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to enhance public safety through expanded crime prevention programs and services targeting at-risk youth?

MEASURE___: Advisory Vote Only. Shall the City Council allocate up to 5% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the June 2014 ballot to support a utility ratepayer assistance program for seniors and low-income families?

**Conclusion**

It is recommended that the City Council:

1) Adopt Ordinance No. _______ re-authorizing the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of eight years, subject to approval by the voters at the June 3, 2014 municipal election, and

2) Adopt Resolution No._____ calling an election and directing the consolidation of the election, and placing a proposition and four advisory measures on the June 3, 2014 ballot.

Prepared by: Paul Navazio, City Manager

Paul Navazio
City Manager

Attachments:
1) Proposed Ordinance to Re-Authorize Quarter-Cent Sales Tax
2) Proposed Resolution Calling Election and Placing Measures on the 6/3/2014 Ballot

**ORDINANCE NO. ______**

AN ORDINANCE OF THE CITY OF WOODLAND
AMENDING SECTION 23-100 OF ARTICLE VII OF CHAPTER 23 OF THE WOODLAND MUNICIPAL CODE RELATED TO A SUPPLEMENTAL TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

The City Council of the City of Woodland does ordain as follows:

**Section 1. Authority.** The City Council enacts this ordinance in accordance with the authority granted to cities by Article XI, Section 7 of the California Constitution.

**Section 2. Amendment.** Section 23-100 of Article VII of Chapter 23 of the City of Woodland Municipal Code is hereby amended to read as follows:

**"Section 23.100. Definitions**.

For the purpose of this chapter the following words terms shall have the meaning given in this section:

(a) The words "in the city" shall mean and include all territory within the city limits.

(b) "Operative Date" shall mean the first day of the first calendar quarter commencing more than 110 days after the later of the adoption of this article and the approval by the voters of the city of a measure approving the imposition of a transaction and use tax; provided that, if the city shall not have entered into a contract with the State Board of Equalization as required by Section 23-102 prior to such date, the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract. If this amendment is approved on December 17, 2013, and the measure is approved at the June 3, 2014, election, the Operative Date shall be JOctober 1, 2014.

(c) "Termination Date" initially shall mean the eigth anniversary of the Operative Date and, if approved by a majority of the electors voting on the measure at an election held subsequent to the June 3, 2014, election, shall mean such later date as the electors may approve. If the Operative Date is October 1, 2014, the initial Termination Date shall be September 30, 2022.

**<u>Section 3. Spending Plan</u>.** The City shall prepare a detailed spending pland and report regarding the expenditure of any proceeds from the the taxes collected pursuant to Article VII of Chapter 23 of the Woodland Municipal Code. The spending pland and report shall be presented to the public and published in the newspapers.

**<u>Section 4. Effective Date and Notice</u>.** This ordinance relates to the levying and collecting of transactions and use taxes and shall take effect immediately upon its adoption. The City Clerk is hereby directed to publish this ordinance at least once, within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland on December 17, 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

**ORDINANCE NO. ______**

AN ORDINANCE OF THE CITY OF WOODLAND
AMENDING SECTION 23-100 OF ARTICLE VII OF CHAPTER 23 OF THE WOODLAND MUNICIPAL CODE RELATED TO A SUPPLEMENTAL TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, the voters of the City of Woodland approved the enactment of a one-quarter cent sales tax on June 8, 2010; and

WHEREAS, the tax measure (Measure V) provided that it would sunset in four years; and

WHEREAS, the City Council of the City of Woodland has determined that it is necessary and desirable to ask the voters of the City of Woodland to extend the one-quarter cent sales tax for an additional eight years for the purpose of funding general City programs and services; and

WHEREAS, approval of this Ordinance by the voters of the City of Woodland would not raise taxes but would extend an existing tax.

The City Council of the City of Woodland does ordain as follows:

WHEREAS, the voters of the City of Woodland approved a one-quarter cent sales tax in June

**Section 1. Authority.** The City Council enacts this ordinance in accordance with the authority granted to cities by Article XI, Section 7 of the California Constitution.

**Section 2. Amendment.** Section 23-100 of Article VII of Chapter 23 of the City of Woodland Municipal Code is hereby amended to read as follows:

**"Section 23.100. Definitions**.

For the purpose of this chapter the following words terms shall have the meaning given in this section:

(a) The words "in the city" shall mean and include all territory within the city limits.

(b) "Operative Date" shall mean the first day of the first calendar quarter commencing more than 110 days after the later of the adoption of Ordinance No. ______and the approval by the voters of the city of a measure approving the extension of a transaction and use tax; provided that, if the city shall not have entered into, or amended, a contract with the State Board of Equalization as required by Section 23-102 prior to such date, the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract. If this amendment is approved on January , 2014, and the measure is approved at the June 3, 2014 election, the Operative Date shall be October 1, 2014.

(c) "Termination Date" initially shall mean the eigth anniversary of the Operative Date and, if approved by a majority of the voters voting on the measure at an election held subsequent to the June 3, 2014, election, shall mean such later date as the voters may approve. If the Operative Date is October 1, 2014, the initial Termination Date shall be September 30, 2022.

**Section 3. Spending Plan.** The City shall prepare a detailed spending plan and report regarding the expenditure of any proceeds from the the taxes collected pursuant to Article VII of Chapter 23 of the Woodland Municipal Code. The spending pland and report shall be presented to the public and published in the newspapers.

**Section 4. Effective Date and Notice.** This ordinance relates to the levying and collecting of transactions and use taxes and shall take effect only if approved by a majority of the voters voting on the measure at the June 2014 General Municipal Election and shall become effective ten days after the City Council declares and certifies by resolution the results of the election and that the measure was approved by a majority of the voters voting thereon. The ordinance shall then become operative in accordance with Section 23.100 .The City Clerk is hereby directed to publish this ordinance at least once, within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland on January ____, 2014 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

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-386 **Version:** 1 | **Name:** | |
| **Type:** | Report of the City Manager | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: Proposed Ordinance Establishing District Elections to be submitted to the Voters in 2014 and Other Election-Related Issues

Recommendation for Action: Staff recommends that the City Council:

1) Consider the proposed ordinance establishing "by district" elections,
2) Provide direction regarding calling an election to place the ordinance before the voters, and
3) Should the Council choose to proceed with placing this item on the June 2014 ballot (and has no further changes to the ordinance), introduce the ordinance and waive first reading.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** Ordinance, Map and Descriptions.pdf
District Elections Exhibit 1.pdf
District Elections Exhibit 2.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: Proposed Ordinance Establishing District Elections to be submitted to the Voters in 2014 and Other Election-Related Issues

**Recommendation for Action:** Staff recommends that the City Council:

1) Consider the proposed ordinance establishing "by district" elections,
2) Provide direction regarding calling an election to place the ordinance before the voters, and
3) Should the Council choose to proceed with placing this item on the June 2014 ballot (and has no further changes to the ordinance), introduce the ordinance and waive first reading.

**Staff Contact**

Paul Navazio, City Manager, (530) 661-5802, paul.navazio@cityofwoodland.org

**Council Goal**

*Governance/Organizational Effectiveness* - Promote local government and city organization committed to meeting the needs of the community, encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.

**Fiscal Impact**

The fiscal impact of this item, drafting an ordinance and the election-related resolutions, is approximately $2,000. The cost of conducting this election is estimated to be approximately $35,000. Funding to cover the anticipated costs of the June 2014 municipal election are provided for in the FY2013/14 budget.

**Background**

On November 19, 2013, the City Council approved placing on the June 2014 ballot a question asking the voters to change from the current at large election system to a "by district" form of election. The City Council also selected its preferred map, one of the two that was developed by the Citizens Advisory Committee on City Council District Boundaries.

A detailed discussion regarding the California Voting Rights Act and the City Council's actions leading up to this decision is contained in the staff report for the November 19, 2013 City Council meeting.

At its meeting of December 3, 2013, the City Council voted to proceed with the scheduled at-large Council election, for two expiring terms, in June of 2014, while at the same time, advancing the ballot measure to transition to "by district" elections. Should the proposed ballot measure establishing "by district" elections be approved by the voters, the transition to district elections would thus begin with the 2016 Council election.

**Discussion**

The proposed ordinance would add Article II to Chapter 27 of the City's Municipal Code related to elections. It provides that there would be five districts, numbers the districts, describes the boundaries of each district, and includes a map of the proposed districts. The ordinance provides that the city's elections would be "by district," meaning that each district shall elect one council member. The ordinance further provides that the City Council will adjust the district boundaries after each federal census and that the Council may do so without first seeking voter approval.

Pursuant to the City Council's previous action, the first time district elections would be implemented (assuming the voters approve the measure) is in 2016. Council members elected in June 2014 would serve a four year term but would be required to run for office in 2018 in a district election. The ordinance provides for three council members to be elected by district in 2016 and two in 2018 and also provides that the City Council will adopt an ordinance setting forth the timing and sequence of the elections by district.

If approved by a majority of the voters voting on the measure, the ordinance would take effect ten days after the City Council declares and certifies the results of the election.

*Timing Considerations*

Consistent with Council's prior direction, a proposed ordinance implementing district elections consistent with the selected district boundary map, contingent on ratification by the electorate, has been prepared for Council consideration. Council action to introduce the ordinance would be recommended at tonight's meeting in order to ensure meeting the timetable established by the County for measures to appear on the June 2014 ballot. Should the City Council proceed along this timeline, the second reading of the ordinance and a resolution to call the election and consolidate this measure with the June 2014 municipal election would come before the

Council at its meeting of January 7, 2014.

Alternatively, the Council could choose to defer the ballot measure related to district elections to the November 2014 ballot, without unduly affecting the timing for implementing district elections. There are several potential advantages to deferring this ballot measure to the November 2014 statewide general election. These may include:

- The district elections ballot measure would likely be voted on during an election with a potentially significantly higher voter turn-out than the June 2014 municipal election, which may improve the likelihood of passage. *Exhibit 1 provides data related to historical voter-turnout in recent city elections.*
- The district elections ballot measure would not appear on the ballot at the same time as the City Council election and the ballot measure to re-authorize the city's quarter-cent sales tax - thereby focusing greater attention on this important policy question.
- Additional time could permit a community dialogue on the provisions of the California Voting Rights Act and the Council's rationale (and requirement) for placing a district elections measure before the voters.
- Significantly, shifting the district elections ballot measure to November 2014 would not affect the timing for implementing this transition, which would still occur with the 2016 council election.

Should the City Council wish to pursue this option, formal Council action to place the measure on the November 2014 ballot would need to occur in June/July of 2014. As the Council previously considered and voted to place this measure on the June 2014 ballot, a Council member who voted to do so must move reconsideration of this item.

*Additional Considerations*

As discussed in prior staff reports, there are a number of additional considerations related to implementation of district elections that would need to be considered by the Council, but are not required to be included in the ballot measure. These include, once again:

- The sequence (order) of which districts are to be contested in 2016 versus 2018;
- The method for selecting the Mayor and Vice Mayor;

An additional consideration that has been raised is increasing the stipend presently provided to members of the City Council as a means of encouraging more individuals to seek election to the City Council. As stated in previous staff reports, the current stipend of $250 per month was established by a voter initiative in 1986, and thus requires a vote of the electorate to be changed. The City Attorney has also advised that a ballot measure addressing Council compensation would require a separate ballot measure from the district ballot measure, but could certainly run concurrently (ie on the same ballot). *Exhibit 2 provides current City Council stipends for selected jurisdictions, for purposes of comparison*.

**Conclusion**

Staff recommends that the City Council

1) Consider the proposed ordinance to establish "by district" elections, and
2) Provide direction regarding calling an election to place the ordinance before the voters, and
3) Should the Council choose to proceed with placing this item on the June 2014 ballot (and has no further

changes to the ordinance), introduce the ordinance and waive first reading.

Prepared by: Kara K. Ueda
City Attorney

Paul Navazio
City Manager

Paul Navazio
City Manager

Attachment: Proposed Ordinance Implementing District Elections / Boundary Map

Exhibits - 1) Historical voter turn-out 1998 through 2012
Exhibits - 2) Comparison of City Council compensation (selected jurisdictions)

**ORDINANCE NO. _______**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ADDING ARTICLE II TO CHAPTER 27, ELECTIONS, TO THE WOODLAND MUNICIPAL CODE RELATING TO ELECTION OF CITY COUNCIL MEMBERS BY DISTRICTS

WHEREAS, the City Council of the City of Woodland has determined that it is in the best interest of the City to shift from its current at large election system to a by district election for members of the City Council; and

WHEREAS, a subcommittee of the City Council analyzed the City's population and presented a map of the City depicting proposed boundaries of five districts; and

WHEREAS, the City Council formed a citizens committee, the Citizens Advisory Committee on City Council District Boundaries, which examined demographic data, held public forums, and recommended up to two maps for the City Council's consideration; and

WHEREAS, the City Council on November 19, 2013 selected a proposed map depicting boundaries of five districts; and

WHEREAS, in order to change to a by district election, a majority of the voters voting on the measure must approve the change.

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

**Section 1.** Article II of Chapter 27 is hereby added to the Woodland Municipal Code to read as follows:

**Article II Election of City Council**



**27-2-1 Definitions.**

"By district" as used in this Article II shall mean election of members of the City Council by voters of the district alone.

"Geographical area making up the district" shall mean the district.

**27-2-2 Number of Districts.**

Pursuant to Government Code section 34871(a), the City of Woodland is divided into five (5) councilmanic districts.

**27-2-3. Boundaries and Numbering of Each District.**

Descriptions of the boundaries of each district and their numbering are as shown on the attached Exhibit A along with a map entitled "City of Woodland District Map," a copy of which shall be on file in the City Clerk's office.

**27-2-4. Election of City Council.**

Members of the City Council shall be elected "by districts" as provided in California Government Code sections 34881 through 34833. Each district shall elect one Council member. Except as provided in Section 27-2-6, a Council member of each district must live in that district and must be a registered voter in that district to be eligible to hold office for that district. Only voters who live in a district shall be eligible to vote in the election for Council member of that district.

**27-2-5. Amendment of District Boundaries.**

Pursuant to Elections Code section 21601, as it may be amended, the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census. Using the census as a basis, the City Council shall adjust the boundaries so that the districts shall be as nearly equal in population as practicable and in compliance with all applicable provisions of law. Any adjustment of district boundaries shall be made by ordinance adopted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken. Prior to the public hearing voting to approve the adjustment of the district boundaries, the City Council shall hold a public hearing on the proposed district boundaries as required by Elections Code section 21601.1.

At the time of any annexation of territory to the City, the City Council shall designate, by resolution adopted by a vote of at least a majority of the City Council, the contiguous district to which the annexed territory shall be a part and shall amend the district boundaries if necessary in accordance with Elections Code section 21603, as it may be amended.

Pursuant to Elections Code section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which he or she was elected, whether or not that council member is a resident within the boundaries of the district as adjusted. At the first election for council following adjustment of the boundaries of the districts, a person meeting the requirements of Government Code section 34882 shall be elected to the City Council for each district under the readjusted district plan that has the same district number as a district whose incumbent's term on the council is due to expire.

**27-2-6. Transition to District Elections.**

A period of transition from at large elections to district shall occur from the time of adoption of this Ordinance to the next municipal election in 2016. Three council members shall be elected by district in 2016, and two shall be elected by district in 2018. The City Council shall adopt an ordinance setting forth the timing and sequence of the elections by district. Each incumbent Council member elected at large shall be allowed to complete the term for which they are elected regardless of the district of residency so long as they otherwise remain eligible to hold the office and have not been removed for cause or elected to another office.

**Section 2**. Amendment or Repeal of this Ordinance. The provisions of this Ordinance may be amended or repealed by a majority vote of the electorate. However, the City Council, pursuant to Section 27-2-5, shall have the authority to amend the initial boundaries established for the five districts.

**Section 3**. 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 that can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

**Section 4**. Effective Date. Enactment of this Ordinance shall take effect only if approved by a majority vote of the voters voting at the June 2014 General Municipal Election and shall become effective ten days after the City Council declares and certifies by resolution the results of the elections and that the measure was approved by a majority of the voters voting thereon.

**PASSED AND ADOPTED** by the City Council this _____ day of January, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________
Marlin "Skip" H. Davies, Mayor

**ATTEST:** **APPROVED AS TO FORM:**

____________________________
Ana B. Gonzalez, City Clerk

____________________________
Kara K. Ueda, City Attorney

## EXHIBIT A

The City of Woodland District Map is shown below, and a copy shall be on file in the City Clerk's office. Descriptions of the boundaries of each district and their numbering followings after the map.

**[INSERT MAP HERE]**

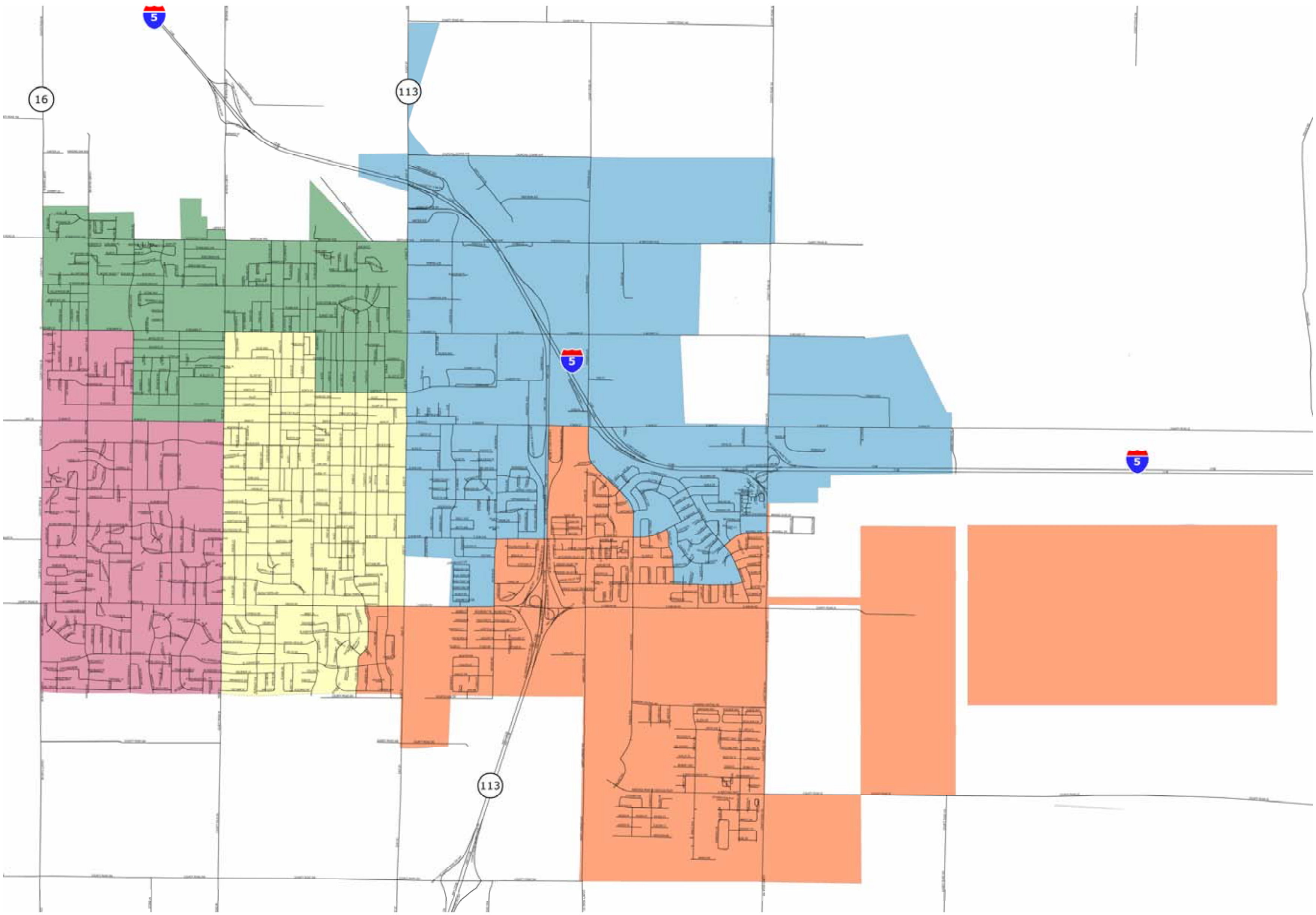
**The geographical area making up District 1 is as follows:**

**The geographical area making up District 2 is as follows:**

**The geographical area making up District 3 is as follows:**

**The geographical area making up District 4 is as follows:**

**The geographical area making up District 5 is as follows:**



5
16
113
5
113
5

**<u>District X</u>**: **The region bounded and described as follows:**

Beginning at northwest corner of CR 98 and W. Beamer Street, hence proceeding easterly along W. Beamer Street to Cottonwood Street, proceeding southerly on Cottonwood Street to W. Main Street, proceeding easterly on W. Main Street to West Street, proceeding southerly on West Street to the southeast corner of West Street and the city limits between CR 98 and 99, proceeding westerly along the City limits between CR 98 and 99, proceeding northerly on CR 98 to the point of beginning.

**<u>District X</u>**: **The region bounded and described as follows:**

Beginning at the northwest corner of West Street and Beamer Street, hence proceeding easterly on Beamer Street to College Street, proceeding southerly on College Street to North Street, proceeding east on North Street to East Street, proceeding southerly on East Street to Gibson Road, proceeding westerly on Gibson Road to Coloma Way, proceeding southerly on Coloma Way to the City limits parallel with CR 24 proceeding westerly to West Street, proceeding northerly on West Street to the point of beginning.

**<u>District X</u>**: **The region bounded and described as follows:**

Beginning on the northwest corner of CR 98 and the city limits between CR 98 and CR 978B, hence proceeding easterly along the City limits to CR 98B, proceeding southerly on CR 98B to the City limits proceeding easterly to the City limits outside Private Road, proceeding southerly on Private Road to W. Kentucky Avenue, proceeding easterly on W. Kentucky Avenue to the City limits, proceeding northerly along the City limits to the northwest corner of the City limits, proceeding westerly along the City limits to the northeast corner of the City limits, proceeding southerly along the City limits to the southwest corner of the City limits, proceeding easterly along the City limits to the northeast corner of the City limits, proceeding southerly along the City limits to Aspen Street, continue easterly along Aspen Street to CR 99, continue southerly along CR 99 to Kentucky Avenue, continue easterly along Kentucky Avenue to the City limits, continue northerly along the city limits to the northwest corner of the City limits, proceeding southerly to the southeast corner of the City limits to Kentucky Avenue, proceed easterly on Kentucky Avenue to N. East Street, proceeding southerly on N. East Street to North Street, proceed west on North Street, to College Street, proceed northerly on College Street to Beamer Street, proceed westerly on Beamer Street to West Street, proceed southerly on West Street to W. Main Street, proceed westerly on W. Main Street to Cottonwood Street, proceed northerly on Cottonwood Street to W. Beamer Street, proceed westerly on W. Beamer Street to CR 98, proceed northerly on CR 98 to the point of beginning.

**<u>District X</u>**: **The region bounded and described as follows:**

Beginning on the northwest corner on N. East Street and CR 18C, hence proceeding easterly along CR 18C to the City limits, proceeding southerly along the City limits to Churchill Downs Avenue, proceeding easterly along Churchill Downs Avenue to the City limits parallel with CR 102, proceeding westerly along CR 20 to the City limits, proceeding southerly along the City limits to E. Beamer Street, proceeding westerly along E. Beamer Street to the City limits, proceeding southerly along the City limits to the City Limits, proceeding easterly along the City limits parallel with E. Main Street, proceeding easterly to CR 102, proceeding northerly along CR 102 to E. Beamer Street, proceeding easterly along E. Beamer Street to the City limits, proceeding southerly along the City limits to the City limits, proceeding easterly along the City limits to the City limits, proceeding southerly along the City limits parallel to CR 103 to the City limits, proceeding westerly along the City limits, to the City limits, proceeding southerly to the City limits, proceeding westerly along the City limits to the City limits, proceeding southerly along the City limits to the City limits, proceeding easterly along the City limits to CR 102, proceeding southerly on CR 102 to Maxwell Avenue, proceeding westerly on Maxwell Avenue to Farnham Avenue, proceeding southerly on Farnham Avenue to Branigan Avenue, proceeding westerly on Branigan Avenue to Wallace Drive, proceeding northerly on Wallace Drive to E. Gum Avenue, proceeding westerly on E. Gum Avenue to Pioneer Avenue, proceeding northerly on Pioneer Avenue to E. Main Street, proceeding westerly on E. Main Street to Hwy 113, proceeding southerly on Hwy 113 to E. Gum Avenue, proceeding westerly on E. Gum Avenue to Matmor Road, proceeding southerly on Matmor Road to E. Gibson Road, proceeding northerly along the City limits to the City limits, proceeding westerly along the City limits to East Street, proceeding northerly on East Street to the City limits parallel with I-5, proceeding westerly along the City limits to the City limits, proceeding northerly along the City limits to the City limits, proceeding easterly along the City limits to N. East Street to the point of beginning.

**<u>District X</u>**: **The region bounded and described as follows:**

Beginning on the northwest corner of Gibson Road and Coloma Way, hence proceeding easterly on Gibson Road to Matmor Road, proceeding northerly on Matmor Road to E. Gum Avenue, proceeding easterly on E. Gum Avenue to Hwy 113, proceeding northerly on Hwy 113 to E. Main Street, proceeding easterly on E. Main Street to Pioneer Avenue, proceeding southerly on Pioneer Avenue to E. Gum Avenue, proceeding easterly on E. Gum Avenue to Wallace Drive, proceeding southerly on Wallace Drive to Branigan Avenue, proceeding easterly on Branigan Avenue to Farnham Avenue, proceeding northerly on Farnham Avenue to Maxwell Avenue, proceeding easterly on Maxwell Avenue to County Road 102, proceeding northerly on County Road 102 to the boundary of District 4, proceeding easterly along the boundary of District 4 to City limits, proceeding southerly along City limits parallel to County Road 102 to County Road 25A, including all undeveloped City limits easterly of County Road 102, proceeding westerly along County Road 25A to the City limit near County Road 101, proceeding northerly along the City limit near County Road 101 to the City Limit line near County Road 24A, proceeding westerly along the City limit line near County Road 24A to East Street, including the City limit boundary southerly of Sports Park Drive and the City limit northerly of County Road 25A, proceeding westerly from East Street to Coloma Way, proceeding northerly on Coloma Way to Gibson Road to the point of beginning.

**Exhibit 1**

# WOODLAND VOTER TURNOUT
# MUNICIPAL ELECTIONS
# (1998-2012)

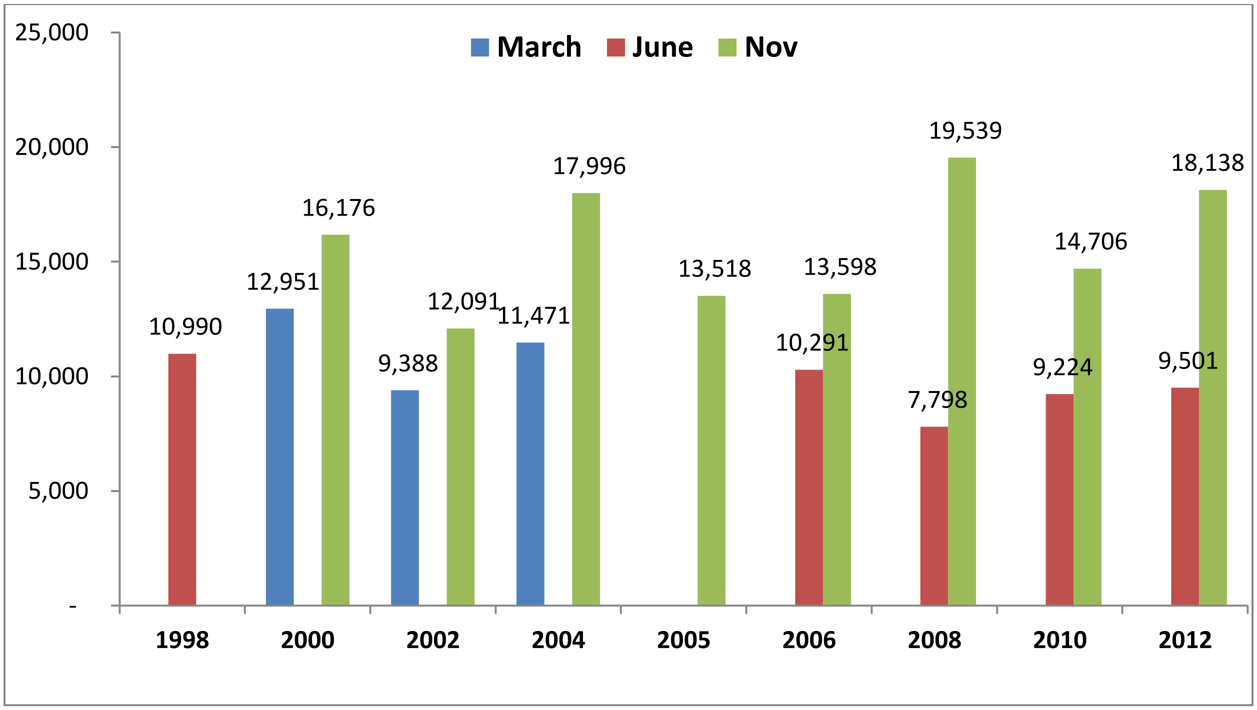


**Exhibit 2**

**City Council Stipends**
*Selected Jurisdictions*

| City | Population | Monthly Stipend | |
|---|---|---|---|
| Woodland | 55,806 | $ 250 | |
| Davis | 66,570 | $ 669 | |
| | | $ 1,138 | * |
| West Sacramento | 49,000 | $ 300 | |
| Vacaville | 93,000 | $ 829 | |
| Pittsburg | 64,967 | $ 500 | |
| Rancho Cordova | 62,899 | $ 500 | |
| Yuba City | 65,372 | $ 500 | |
| Manteca | 68,847 | $ 500 | |

** Approved 9/10/13; to be effective after next Council election*

City of Woodland

## Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-367 **Version:** 1 | **Name:** | |
| **Type:** | Report of the City Manager | **Status:** | Agenda Ready |
| **File created:** | 12/10/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |
| **Title:** | SUBJECT: TerraVerde Solar Project Initiation<br>Recommendation for Action: Staff recommends that the City Council approve the preparation and release of a request for proposals (RFP) for a solar Power Purchase Agreement (PPA) based on the minimum savings thresholds presented herein and approve the preparation and filing of associated environmental compliance documentation. | | |
| **Sponsors:** | | | |
| **Indexes:** | | | |
| **Code sections:** | | | |
| **Attachments:** | Solar Array Layout Concepts 2013-12-10.pdf | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013
SUBJECT: TerraVerde Solar Project Initiation

**Recommendation for Action:** Staff recommends that the City Council approve the preparation and release of a request for proposals (RFP) for a solar Power Purchase Agreement (PPA) based on the minimum savings thresholds presented herein and approve the preparation and filing of associated environmental compliance documentation.

**Staff Contact**

Roberta Childers, Environmental Resource Analyst
661-2060, roberta.childers@cityofwoodland.org

**Council Goal**

This recommendation is consistent with the City's goals for fiscal responsibility and environmental sustainability.

**Fiscal Impact**

It is conservatively estimated that the proposed solar energy project will result in savings (i.e., avoided energy costs) of at least $43,600 in the first year of operation and a total of more than $2.7 million over a 25-year period, with approximately half the savings accruing to the General Fund. The savings estimates do not include the costs of tree replacements, other potential minor mitigation costs, or project development time for Engineering and Planning staff members involved in project planning. These first-year costs may total $10,000-$15,000. Funding for these expenses would come from the $250,000 budgeted for energy projects this fiscal year.

## Report in Brief

TerraVerde Renewable Partners (TerraVerde), working with City staff, has identified an opportunity for the City to reduce energy costs and greenhouse gas emissions attributable to City operations through the installation of solar arrays serving the Water Pollution Control Facility (WPCF), the Community and Senior Center, the Police Station, the Municipal Service Center (MSC), and potentially the Library and City Hall. Included in this process is the calculation of the minimum savings (i.e., minimum net project benefits) that would result from this project based on conservative assumptions of construction and energy costs. The next steps are for the City to formally agree with TerraVerde to proceed with the specified minimum savings thresholds and then to request and consider proposals from those qualified contractors who can meet these thresholds in a PPA arrangement. Under a PPA, a third party would own, operate, and maintain the systems and would bill the City for the electricity generated by the systems at a contractually agreed upon price per kilowatt -hour (kWh) and price escalation factor. Staff is seeking the Council's approval to initiate the RFP process and environmental review for the project, with acceptable bids required to meet the following minimum savings thresholds:

- $43,658 in Year 1
- $258,642 over Years 1-5
- $2,715,907 in Years 1-25

## Background

Pursuant to direction from City Council on July 2, staff has been working with TerraVerde to develop a comprehensive energy management program for the City with the goals of reducing the City's energy use, energy costs, and carbon footprint (i.e., greenhouse gas emissions). These are the goals toward which the City Council Energy Committee (now renamed the Sustainability Committee) was established and has worked since 2008.

The energy management program has two major components: energy efficiency upgrades and solar energy generation. The current action focuses on the solar energy component. If sufficient opportunities exist for efficiency upgrades, staff will request a separate approval from the Council to pursue related contractor services.

*Project Development Process and Minimum Savings Thresholds*

The best candidates for solar energy arrays are facilities that have high energy use and that provide opportunities for high avoided costs. Avoided cost is the energy savings per kWh that could be achieved through project implementation and represents the difference between with-project and without-project utility rates. TerraVerde reviewed the metered usage at each of over 250 sites; considered past efficiency upgrades; reviewed historical energy consumption trends; considered future facility uses; and conducted site walks at the most promising facilities to examine roofs, sun exposure and shade sources, configuration and amount of available space, and other factors. Dropped from consideration were meters with low usage and low avoided costs, facilities for which future energy demand is uncertain (e.g., wells), and sites with high usage and/or avoided costs but having significant space constraints (e.g., the west levee effluent pump). Certain sites, such as the WPCF and the Community and Senior Center, have low avoided costs but were included because of their high energy demand and the opportunity for inexpensive ground-mounted systems at these sites.

The following facilities have been identified as good candidates for solar arrays, particularly when bundled together as a single project: the WPCF, the Community and Senior Center, the Police Station, the MSC, City Hall, and the Library. For reasons described below, City Hall and the Library may not be included in the final project.

TerraVerde conservatively calculated the total installed costs of the systems at their optimal sizes and the resulting electricity cost and cost escalation factor under a PPA based on current solar energy market conditions. Comparing the anticipated costs of generated kWh under the PPA with conservatively estimated future PG&E rates gives the minimum savings thresholds for Year 1, Years 1-5, and Years 1-25. The minimum savings threshold is the most conservative expression of the financial return to the City.

*Solar PPA vs. System Ownership*

Solar energy projects, especially those involving larger systems, are commonly undertaken under a PPA. A solar PPA is a financial arrangement in which a third-party developer owns, operates, and maintains the solar systems located at the client's facilities and the client purchases the systems' electric output from the provider for a predetermined period at a predetermined price. This arrangement allows the client to receive electricity at predictable rates that are expected to remain lower than the rates of the client's utility company (e.g., PG&E). The service provider, in addition to generating income through the sale of electricity to the client, retains the tax credits associated with the systems.

Although higher savings could likely be achieved if the City financed and constructed its own solar energy systems, the PPA arrangement will enable the City to avoid high up-front capital costs, design and construction processes, system performance risks, and maintenance responsibilities and should provide for positive cash flow starting with the commissioning of the systems.

*Renewable Energy Contracting Process*

Government Code Section 4217 grants authority to public agencies to enter into energy service contracts without going through a formal public bid process and provides that a "public agency may award the contract on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the local agency, and any other relevant considerations." Section 4217.18 specifies that "[t]he provisions of this chapter shall be construed to provide the greatest possible flexibility to public agencies in structuring agreements entered into hereunder so that economic benefits may be maximized and financing and other costs associated with the design and construction of alternate energy projects may be minimized." TerraVerde's approach is to assist the City in employing a managed bid process but using the Section 4217 powers to award the bid based on "highest value." Highest value may include the greatest long-term cost savings to the City and may include other factors we determine to be most relevant.

## <u>Discussion</u>

*Proposed Solar Project*

Conceptual array locations for the WPCF, the Community and Senior Center, the Police Station, the MSC, City

Hall, and the Library are shown in the attachment to this report and are described below.

Water Pollution Control Facility : The array at the WPCF would occupy about 10 acres in a portion of the future storm water detention basin north of the plant and could be similar to the array in the storm water basin at the Yolo County Justice Center, which is visible from Road 102.

Community and Senior Center : At this location, the arrays would serve as parking shade structures on the south and north sides of the building, away from soccer and ball fields. Alternatively, one array could be roof mounted. Aesthetic considerations, including consistency with other facility features, will be important at this location.

Police Station : The main portion of the police station system would consist of rows of parking shade structures in the parking lot behind the station. The height of larger SWAT and CNT vehicles is being taken into consideration. Additional panels are proposed for the roof of the service building on the west side of the lot and on one roof surface of the main building. Arrays along the east edge of the back parking lot were eliminated from consideration so that street trees would not have to be removed, and an array across the front parking lot along the public sidewalk was eliminated from consideration for similar reasons and to retain the open view of the front of the building.

Municipal Service Center : A parking shade structure across the front parking lot was rejected in favor of a tall structure that would provide cover for large equipment in the yard on the north side of the building, where no tree removal would be needed.

City Hall and Library : At these two locations, several site constraints exist that led to consideration of a nearby off-site location for their solar arrays, the parking lot at the northwest corner of College and Court Streets. One set of solar panels would be connected to the meter at City Hall and the other to the meter at the Library. Constraints at City Hall include the limited parking lot space behind the building and uncertainty about the future of the annex and adjacent parking lot. Constraints at the Library include the historic character of the building, the proximity and historic characteristics of neighboring residences, and the maturity of trees at the site. The northwest corner parking lot is faced only by the Wells Fargo Bank on the southwest corner and has relatively immature trees. Given its public exposure, aesthetic considerations would be important for this site and the proposed structures would be subject to a design review process. However, the future of this lot is also in question, given that it is currently used in large part by jurors, a use that will end when the new Courthouse opens. Given these uncertainties, the City may choose not to proceed with this location.

The minimum savings thresholds calculated for a PPA without City Hall and the Library are $43,658 in Year 1; $258,642 over Years 1-5; and $2,715,907 for Years 1-25.

Bids would need to meet these thresholds to be considered.
*Tree Removal and Replacement*

Staff worked with TerraVerde to revise the conceptual array layouts to minimize tree removal where possible. Where removal would still be unavoidable, locations with young trees were favored over those with mature trees. The final project concept could require the removal of as many as 75 young trees at the Community and Senior Center, 30 at the Police Station, and 21 at the Court/college Street parking lot. Trees would be replaced at a ratio of at least 1:1. Locations being considered for replacement plantings include the following:

- East Street corridor (west side) between Gibson and CR 24A
- South side of the future walkway along Sports Park Drive

- Community and Senior Center, west of the dog park
- Completion of rows lining Douglass Park walkway
- Screening for water plant
- Screening between the WPCF and Gateway
- Residential street tree replacements

*Environmental Considerations*

Replacing the use of PG&E-supplied electricity with the renewable energy generated by the proposed project would lower the contributions of City operations to greenhouse gas emissions by about one third.

This action constitutes a project under the California Environmental Quality Act (CEQA). However, the potential environmental effects of the project are expected to be minimal, while the project will provide air quality and climate change benefits in the form of greenhouse gas reductions. Consequently, staff plans to prepare a negative declaration to comply with CEQA.

*Schedule*

Target dates for project milestones are as follows:

- Draft RFP completed - January 20, 2014
- Legal review completed - February 7, 2014
- RFP release - February 10, 2014
- Beginning of CEQA review period - February 13, 2014
- Bidder site walk - February 24, 2014
- Council adoption of CEQA document and project approval per CEQA - March 18, 2014
- Bid submissions - March 19, 2014
- Shortlist interviews - April 4, 2014
- End of CEQA challenge period - April 21, 2014
- Contract award - May 6, 2014
- Permitting/design approval - June 4, 2014

## Commission/Committee Recommendation

The project concept has been discussed many times with the City Council Sustainability Committee, which is supportive of the project. A presentation was made to the Parks and Recreation Commission on November 25, and the commission voted to support the project. Staff has also met with board members of the Woodland Tree Foundation, who are supportive of the project. The Planning Commission will be updated on the project on December 19 and asked for input, and subsequent design review will be presented to the Planning Commission.

## Alternative Courses of Action

1. Approve the preparation and release of a request for proposals (RFP) for a solar Power Purchase Agreement (PPA) based on the minimum savings thresholds presented herein and approve the preparation and filing of associated environmental compliance documentation.

2. Provide alternative direction to staff.

**Conclusion**

Staff recommends that the City Council approve the preparation and release of an RFP for a solar PPA based on the minimum savings thresholds presented herein and approve the preparation and filing of associated environmental compliance documentation.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment: TerraVerde Exhibit of Preliminary Solar Array Layouts

# City of Woodland

**Exhibit A - Preliminary Array Layouts**

Revision 0-6

**GENERAL NOTES**

1. ALL SHADE STRUCTURES SHALL BE INSTALLED HAVE A TILT OF 7.49 DEGREES UNLESS OTHERWISE NOTED.
2. ALL GROUND MOUNTS SHALL BE INSTALLED HAVE A TILT OF 30 DEGREES UNLESS OTHERWISE NOTED.
3. ALL ROOF MOUNTS SHALL BE INSTALLED HAVE A TILT OF 7.49 DEGREES UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE SPECIFIED, CONTRACTORS SHALL REMOVE ALL TREES AND LIGHTPOSTS WHICH CAUSE SHADING LOSS.
5. LOCATION OF METERS ARE DENOTED BY RED DOTS.
6. LOCATION OF ARRAYS ARE DENOTED BY YELLOW BOXES.
7. LOCATION OF EXPANSION ARRAY LOCATIONS ARE DENOTED BY ORANGE BOXES.

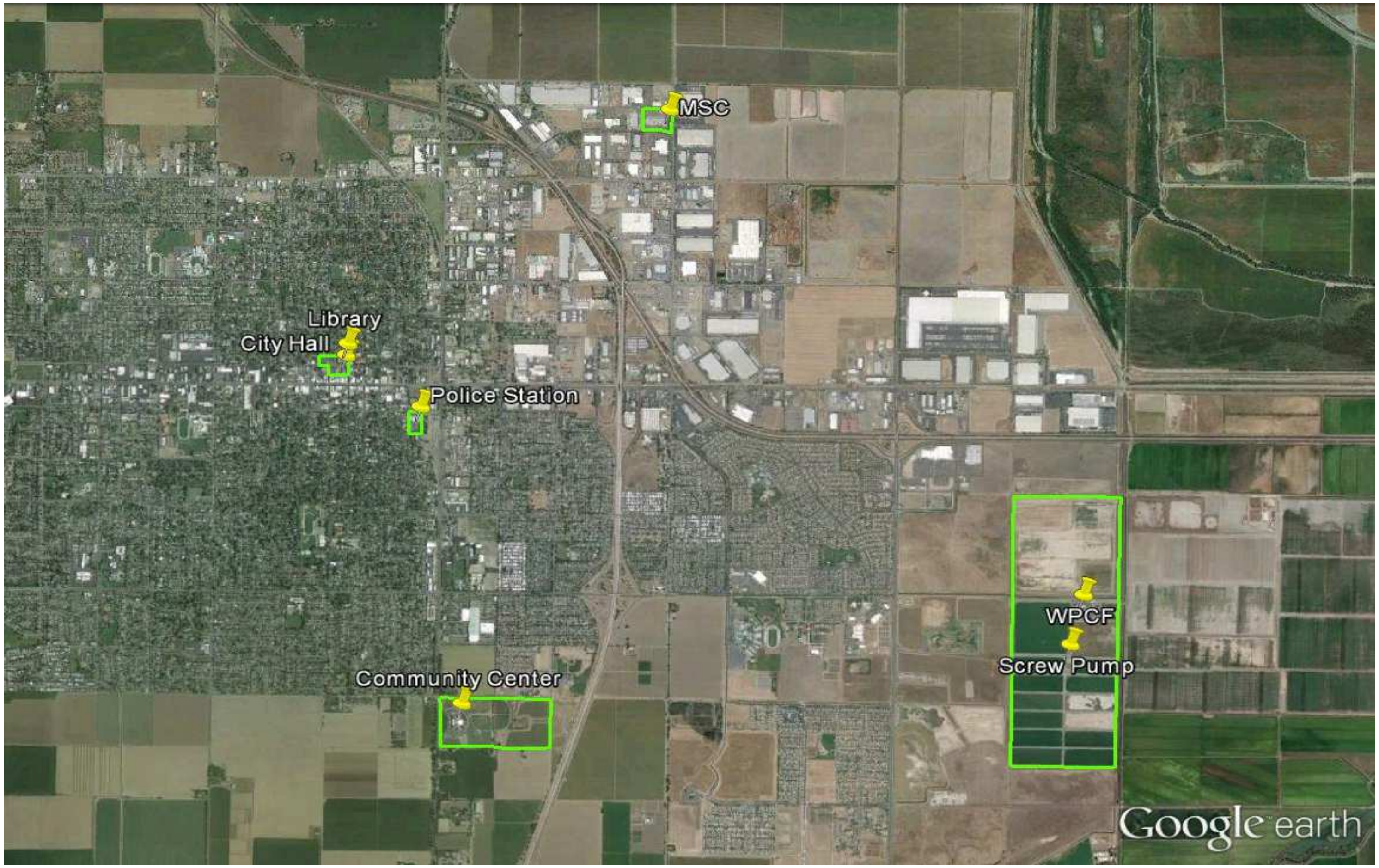
Client Actions

2013-11-05 - Initial sitewalk

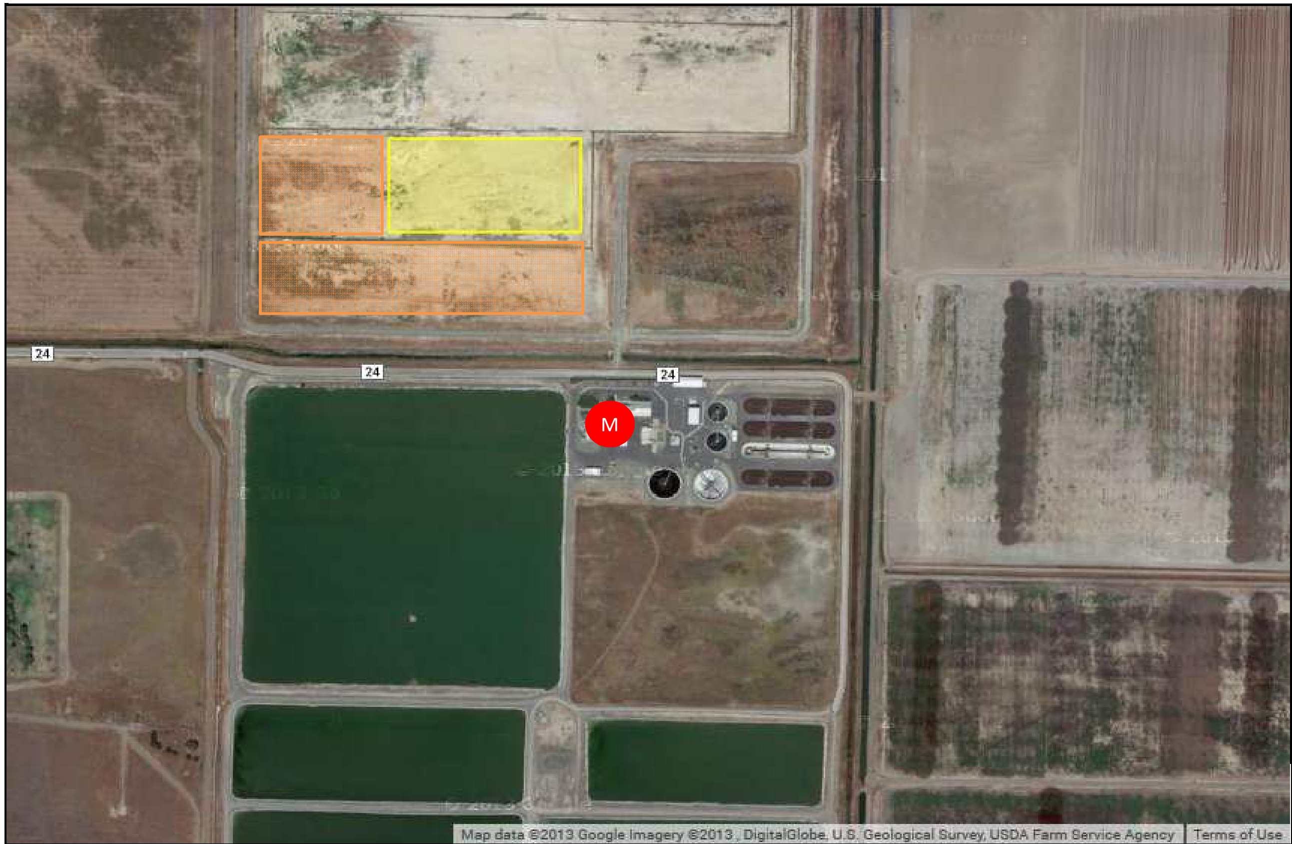
## City of Woodland

Revision 0-6

### Overall Site Map




| Legend | |
|---|---|
| Yellow Pins | Site Locations |
| Green Lines | Site Boundaries |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |




| METER CODE | 1 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Ground Mount | 785.0 | 410.0 | 180.0 | 30.0 | 5.0 | 2253.0 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

NOTES:
1) Yellow area is reserved for immediate use.
2) Orange areas are reserved for future expansion of array.
3) This occupies the same area as Screw Pump's array.

**SITE CAPACITY**

| | |
|---|---|
| **CAPACITY REQUIRED (KW)** | **2248** |
| **CAPACITY DEPICTED (KW)** | **2253** |
| **CAPACITY SHORTAGE (KW)** | **0** |

**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 4,251,770,384 |
| METER NUMBER | 1003718051 |
| ANNUAL PRODUCTION (KWH) | 3,080,947 |
| SWITCHBOARD | 480V/4000A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

WPCF
42929 COUNTY ROAD 24,GIBSON & COUNTY ROAD 102

TerraVerde Renewable Partners


| METER CODE | 2 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Ground Mount | 22.0 | 410.0 | 180.0 | 30.0 | 5.0 | 63.1 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

NOTES:
1) Meter location, number, and switchboard specs needs to be confirmed.
2) This occupies the same area as Screw Pump's array.

**SITE CAPACITY**

| | |
|---|---|
| **CAPACITY REQUIRED (KW)** | **61** |
| **CAPACITY DEPICTED (KW)** | **63** |
| **CAPACITY SHORTAGE (KW)** | **0** |

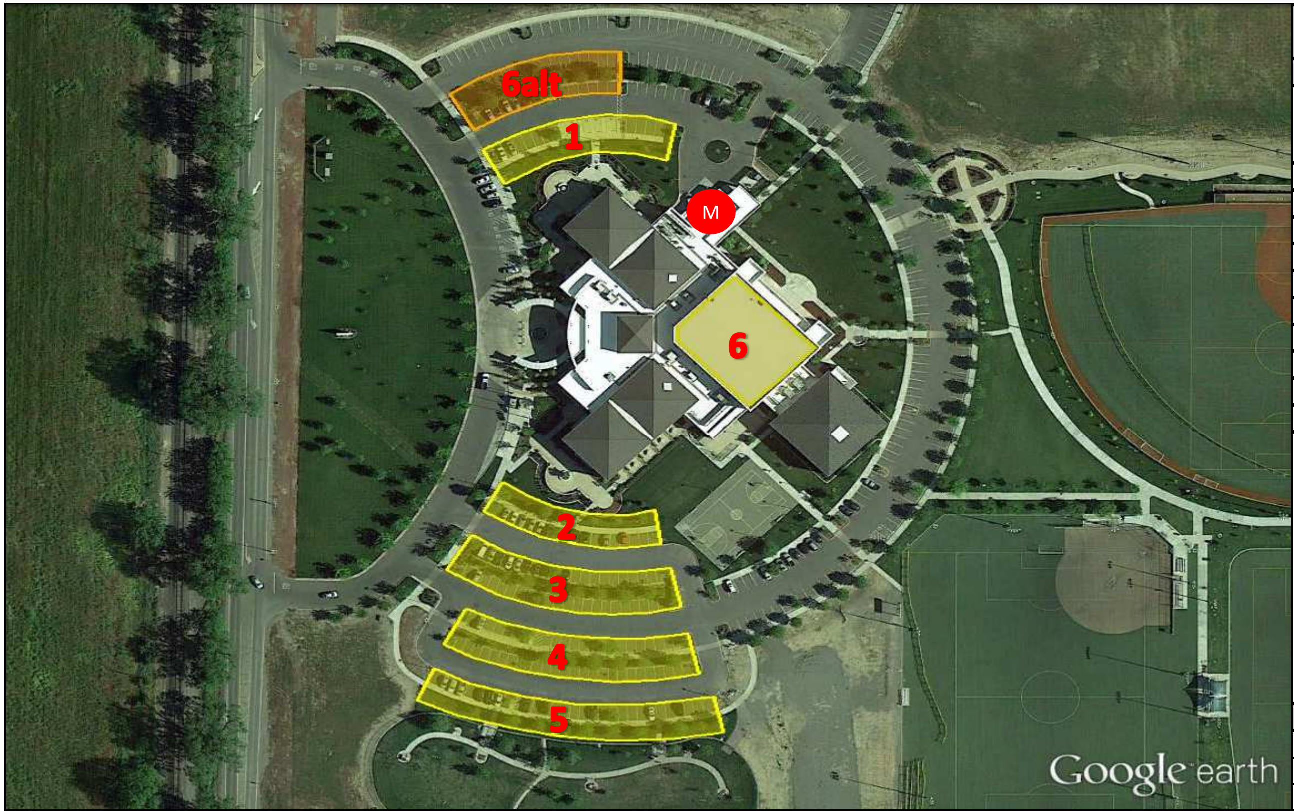
**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 4,251,770,176 |
| METER NUMBER | 1009509447? |
| ANNUAL PRODUCTION (KWH) | 84,256 |
| SWITCHBOARD | ?V/?A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

Screw Pump
.28Mi S/Rd24 .25Mi W/Rd 103,Pond Screw Pumps

TerraVerde Renewable Partners




| METER CODE | 3 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Shade Structure | 160.0 | 40.0 | 170.0 | 7.5 | 0.0 | 85.1 |
| Array 2 - Shade Structure | 180.0 | 40.0 | 185.0 | 7.5 | 0.0 | 95.8 |
| Array 3 - Shade Structure | 220.0 | 40.0 | 185.0 | 7.5 | 0.0 | 117.0 |
| Array 4 - Shade Structure | 250.0 | 40.0 | 185.0 | 7.5 | 0.0 | 133.0 |
| Array 5 - Shade Structure | 300.0 | 40.0 | 185.0 | 7.5 | 0.0 | 159.6 |
| Array 6 - Roof Mount | 100.0 | 80.0 | 225.0 | 7.5 | 0.0 | 78.4 |
| | | | | | | |
| Alternate Shade Structure (replaces Array 6 - Roof Mount) | | | | | | |
| Array 6alt - Shade Structure | 150.0 | 40.0 | 165.0 | 7.5 | 0.0 | 79.8 |
| | | | | | | |

NOTES:
1) Because solar panels are rectangular, shade structures will not be perfectly curved.
2) Array 6alt is shown in orange. This array is an alternative to Array 6 - Roof Mount.

**SITE CAPACITY**

| | |
|---|---|
| **CAPACITY REQUIRED (KW)** | **667** |
| **CAPACITY DEPICTED (KW)** | **669** |
| **CAPACITY SHORTAGE (KW)** | **0** |

**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 8,476,055,946 |
| METER NUMBER | 1004577434 |
| ANNUAL PRODUCTION (KWH) | 895,195 |
| SWITCHBOARD | 480V/2000A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

Community Center
2001 EAST ST

TerraVerde Renewable Partners


| METER CODE | 4 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Roof Mount | 145.0 | 30.0 | 180.0 | 30.0 | 0.0 | 61.4 |
| Array 2 - Roof Mount | 30.0 | 130.0 | 180.0 | 7.5 | 2.0 | 43.5 |
| Array 3 - Roof Mount | 42.0 | 34.0 | 180.0 | 7.5 | 2.0 | 15.9 |
| Array 4 - Shade Structure | 55.0 | 23.0 | 180.0 | 7.5 | 0.0 | 17.9 |
| Array 5E - Shade Structure | 180.0 | 80.0 | 90.0 | 7.5 | 0.0 | 203.2 |
| Array 5W - Shade Structure | 180.0 | 80.0 | 270.0 | 7.5 | 10.0 | 203.2 |
| | | | | | | |

NOTES:
1) Arrays 5E and 5W are the two faces of the same shade structure.
2) The large antenna in the parking lot will either need to be moved or pass through Array 5W.
3) Higher efficiency modules (≥260W) are needed to meet target production in allotted arrays.

**SITE CAPACITY**

| | |
|---|---|
| CAPACITY REQUIRED (KW) | 545 |
| CAPACITY DEPICTED (KW) | 545 |
| CAPACITY SHORTAGE (KW) | 0 |

**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 6,306,105,921 |
| METER NUMBER | 1004778239 |
| ANNUAL PRODUCTION (KWH) | 678,045 |
| SWITCHBOARD | 480V/2000A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

Police Station
1000 LINCOLN AVE

TerraVerde Renewable Partners


| METER CODE | 5 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Shade Structure | 285.0 | 40.0 | 180.0 | 7.5 | 0.0 | 151.6 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**SITE CAPACITY**

| | |
|---|---|
| **CAPACITY REQUIRED (KW)** | **150** |
| **CAPACITY DEPICTED (KW)** | **152** |
| **CAPACITY SHORTAGE (KW)** | **0** |

**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 5,465,576,442 |
| METER NUMBER | 2580R7 |
| ANNUAL PRODUCTION (KWH) | 201,876 |
| SWITCHBOARD | 480V/1600A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

Municipal Services
655 N PIONEER AVE

TerraVerde Renewable Partners


| METER CODE | 6 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Shade Structure | 150.0 | 40.0 | 270.0 | 7.5 | 0.0 | 79.8 |
| Array 2 - Shade Structure | 90.0 | 40.0 | 270.0 | 7.5 | 0.0 | 47.9 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

NOTES:
1) This site is optional, and may be removed from the package.
2) Array 2 is the same structure as Library's Array 2.

**SITE CAPACITY**

| | |
|---|---|
| **CAPACITY REQUIRED (KW)** | **126** |
| **CAPACITY DEPICTED (KW)** | **128** |
| **CAPACITY SHORTAGE (KW)** | **0** |

**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 7,497,862,578 |
| METER NUMBER | 1004455198.00 |
| ANNUAL PRODUCTION (KWH) | 158,454 |
| SWITCHBOARD | 208V/1200A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

City Hall
300 1ST ST

TerraVerde Renewable Partners


| METER CODE | 7 |
|---|---|

**ARRAY NOTES**

| Installation Type | Length (ft) | Width (ft) | Azimuth (degrees) | Tilt (degrees) | Shading (%) | Array Size (kW) |
|---|---|---|---|---|---|---|
| Array 1 - Shade Structure | 145.0 | 36.0 | 270.0 | 7.5 | 0.0 | 69.4 |
| Array 2 - Shade Structure | 60.0 | 40.0 | 270.0 | 7.5 | 0.0 | 31.9 |
| | | | | | | |
| | | | | | | |
| | | | | | | |

NOTES:
1) This site is optional, and may be removed from the package.
2) Array 2 is the same structure as City Hall's Array 2.

**SITE CAPACITY**

| | |
|---|---|
| **CAPACITY REQUIRED (KW)** | **100** |
| **CAPACITY DEPICTED (KW)** | **101** |
| **CAPACITY SHORTAGE (KW)** | **0** |

**SITE INFORMATION**

| | |
|---|---|
| SERVICE ACCOUNT ID | 5,675,219,678 |
| METER NUMBER | 1004455362.00 |
| ANNUAL PRODUCTION (KWH) | 126,116 |
| SWITCHBOARD | 208V/1200A |
| UTILITY TRANSFORMER | TBD |

**City of Woodland**
Revision 0-6

Library
535 COURT ST

TerraVerde Renewable Partners

# Legislation Details (With Text)

| | | | |
|---|---|---|---|
| **File #:** | 13-377 **Version:** 1 | **Name:** | |
| **Type:** | Report of the City Manager | **Status:** | Agenda Ready |
| **File created:** | 12/12/2013 | **In control:** | City Council |
| **On agenda:** | 12/17/2013 | **Final action:** | |

**Title:** SUBJECT: $9,740,000* City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2014
*Subject To Change

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____ Authorizing the Execution and Delivery of a Bond Issuance Agreement, an Escrow Agreement and a Placement Agent Agreement; Authorizing the Issuance of Special Tax Refunding Bonds; and Approving Certain Other Actions Related Thereto.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**
Gibson Ranch Attachment 1.pdf
Gibson Ranch Attachment 2.pdf
Gibson Ranch Attachment 3.pdf
Revised Woodland CFD (Gibson Ranch) - City Resolution - 2014 STBs Refunding.pdf
Woodland CFD (Gibson Ranch) Bond Issuance Agreement - 2014 STBs Refunding.pdf
Woodland CFD (Gibson Ranch) Escrow Agreement 2014 STBs Refunding.pdf
Woodland CFD (Gibson Ranch) Placement Agent Agreement - for 2014 STBs Refunding.pdf
City of Woodland (Gibson Ranch CFD) - BBVA Compass Rate Lock Agreement 12-12-13.docx.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 17, 2013

SUBJECT: $9,740,000* City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2014
*Subject To Change

**Recommendation for Action:** Staff recommends that the City Council approve Resolution No. ____ Authorizing the Execution and Delivery of a Bond Issuance Agreement, an Escrow Agreement and a Placement Agent Agreement; Authorizing the Issuance of Special Tax Refunding Bonds; and Approving Certain Other Actions Related Thereto.

**Staff Contact**

Kimberly McKinney, Finance Officer- (530)661-5849, kimberly.mckinney@cityofwoodland.org

**Fiscal Impact**

There is no direct impact to the General Fund of the City. The property owners will receive significant savings and the City will receive an administrative fee from the costs of issuance to reimburse for staff time associated with executing the refunding.

**Background**

The City of Woodland ("City") issued the following bonds in 2001 to refund bonds issued for the Gibson Ranch Community Facilities District ("District") in 1994:

$7,045,000
City of Woodland
Community Facilities District No. 1
(Gibson Ranch)
Special Tax Refunding Bonds, Series 2001

The City issued additional bonds in 2003 to finance and refinance the acquisition, construction and installation of certain public improvements in the District:

$2,520,000
City of Woodland
Community Facilities District No. 1
(Gibson Ranch)
Special Tax Bonds, Series 2003

Finally, the City issued another series of bonds in 2004 to refund bonds issued for the District in 1998:

$5,585,000
City of Woodland
Community Facilities District No. 1
(Gibson Ranch)
Special Tax Refunding Bonds, Series 2004

Currently $9,930,000 of bonds remain outstanding, across all three series, with interest rates ranging from 3.20% in 2014 to 6.00% in 2024.

**Discussion**

Finance staff and the City's Financial Advisor have identified an opportunity to refund these bonds for significant savings. The District credit is strong with 1,881 taxable parcels close to 100% developed (1,867 single family detached homes, 21.24 acres of commercial/institutional developed and 1.37 acres of commercial/institutional undeveloped) and also has a very low delinquency rate (1.48%). The final term of the bonds in 2025 makes this a perfect candidate for a private placement.

BBVA Compass Bank, through Compass Mortgage Corporation (the "Bank"), expressed an interest in purchasing the bonds. Based upon current market conditions, the results of the proposed refunding are as follows:

| | | |
|---|---|---|
| Outstanding Amount: | $9,930,000 | (All Series Combined) |

| | | |
|---|---|---|
| Refunding Amount: | $9,740,000 | (Estimate) |
| Total Cash Flow Savings: | $1,611,756 | (Including All Costs) |
| Average Annual Savings: | $146,523 | (Including All Costs) |
| Average Annual Debt Service Reduction: | ~13.03% | |
| Net Present Value Savings: | $514,616 | (including All Costs) |
| Net Present Value Savings % New: | 5.28% | |
| Net Present Value Savings % Prior: | 5.18% (*) | |
| Average Interest Rate (Prior): | 5.086% | |
| Average Interest Rate (New): | 3.450% | |
| Final Maturity (New and Prior): | 9/1/2025 | |

*Net present value savings in excess of 3.00% of the prior bonds are generally considered significant.

The Bank is requiring a reserve fund equal to ½ of maximum annual debt service. The current parity reserve fund is funded with a combination of cash and a surety policy provided by a bond insurer. The refunding bonds would be callable at 100% (at par) after ten years.

Attachment 1 is a table showing the principal amounts and interest rates on the remaining outstanding bonds.

Attachment 2 is a table illustrating the interest rate and debt service on the proposed refunding.
Attachment 3 is a table showing the detailed cash flow and present value savings (including all costs associated with the issuance).

The credit for the District is strong and the Bank has determined it does not need a full reserve fund for the refunding. To change the covenants, the City will need to refund all the outstanding series and thereby retire all the previous documents. The Bank has proposed a new reserve fund requirement equal to ½ of maximum annual debt service. The table below shows the impact of the refunding by series:

| **Bond Series** | **Total Cash Flow Savings** | **Net Present Value (NPV) Savings** | **NPV as % of Bonds Outstanding** |
|---|---|---|---|
| Series 2001 | $ 189,581 | $413,801 | 9.27% |
| Series 2003 | $ 282,728 | $139,483 | 6.95% |
| Series 2004 | $1,139,446 | $ -38,668 | -1.11% |
| **Totals** | **$1,611,756** | **$514,616** | **5.18%** |

In addition, the City issued subordinate bonds in 2004 to finance the acquisition and construction of various capital projects within the District. The subordinate bonds, which are not part of the proposed refunding, are payable from net special taxes after debt service payments are made on the Series 2001, Series 2003 and the Series 2004 bonds:

$2,730,000
Woodland Finance Authority
Subordinate Special Tax Revenue Bonds
(Gibson Ranch CFD Projects)
Series 2004

Currently all property owners within the District are charged the Maximum Special Tax under the Rate and

Method of Apportionment adopted in November 1993. The net impact of the refunding will be to reduce the total debt service requirements paid each year by the property owners within the District.

The financing team consists of:

| | |
|---|---|
| Placement Agent: | Piper Jaffray & Co. |
| Bond Counsel: | Kronick, Moskovitz, Tiedemann & Girard |
| Financial Advisor: | Del Rio Advisors, LLC |
| Escrow Agent: | U.S. Bank National Association, N.A. |

The schedule, should the Council bless the refunding, would be to receive credit approval by the Bank and execute a rate lock shortly after the City Council meeting. The team would then complete all documentation in early January and target to close the transaction on or around January 21, 2014.

The following legal documents related to the refunding have been prepared in substantially final form and attached for Council review:

- The Bond Issuance Agreement pursuant to which the City will issue the bonds, sell them to Compass Mortgage Corporation and that governs all ongoing terms and conditions of the bonds;

- The Escrow Agreement between the City and U.S. Bank National Association, N.A., as Escrow Agent directing the Escrow Agent and providing detailed instructions thereon to pay off the prior bonds in their entirety; and

- Placement Agent Agreement between the City and Piper Jaffray & Co., as Placement Agent, whereby Piper Jaffray & Co. will arrange for the private sale to Compass Mortgage Corporation and the terms and conditions of such sale;

**Alternative Courses of Action**

1. Approve Resolution No. ____ Authorizing the Execution and Delivery of a Bond Issuance Agreement, an Escrow Agreement and a Placement Agent Agreement; Authorizing the Issuance of Special Tax Refunding Bonds; and Approving Certain Other Actions Related Thereto.
2. Elect not to move forward with the refunding and leave the existing bonds outstanding.

**Conclusion**

Staff recommends that the City Council Approve Resolution No. ____ Authorizing the Execution and Delivery of a Bond Issuance Agreement, an Escrow Agreement and a Placement Agent Agreement; Authorizing the Issuance of Special Tax Refunding Bonds; and Approving Certain Other Actions Related Thereto.

Prepared by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

**Attachments:**

- Attachment 1: Principal Amounts and Interest Rates on the Remaining Outstanding Bonds
- Attachment 2: Interest Rate and Debt Service on the Proposed Refunding

- Attachment 3: Cash Flow and Present Value Savings (including all costs associated with the issuance)
- Resolution
- Bond Issuance Agreement
- Escrow Agreement
- Placement Agent Agreement

**Attachment 1**
**Principal Amounts and Interest Rates on the Remaining Outstanding Bonds**

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---|---|---|---|---|
| Series 2001, CFD No. 1 (Gibson Ranch), 2001: | | | | | |
| SERIAL | 09/01/2014 | 5.500% | 300,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2015 | 5.600% | 315,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2016 | 5.650% | 340,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2017 | 5.700% | 355,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2018 | 5.800% | 380,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2019 | 5.850% | 400,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2020 | 5.900% | 420,000.00 | 02/20/2014 | 101.000 |
| TERM24 | 09/01/2021 | 6.000% | 445,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2022 | 6.000% | 475,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2023 | 6.000% | 500,000.00 | 02/20/2014 | 101.000 |
| | 09/01/2024 | 6.000% | 530,000.00 | 02/20/2014 | 101.000 |
| | | | 4,460,000.00 | | |
| Series 2003, CFD No. 1 (Gibson Ranch), 2003: | | | | | |
| SERIAL | 09/01/2014 | 4.100% | 65,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2015 | 4.250% | 70,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2016 | 4.350% | 65,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2017 | 4.450% | 70,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2018 | 4.550% | 70,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2019 | 4.650% | 75,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2020 | 4.750% | 80,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2021 | 4.850% | 85,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2022 | 4.950% | 85,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2023 | 5.000% | 90,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2024 | 5.000% | 180,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2025 | 5.050% | 1,070,000.00 | 02/20/2014 | 102.000 |
| | | | 2,005,000.00 | | |
| Series 2004, CFD No. 1 (Gibson Ranch), 2004: | | | | | |
| SERIAL | 09/01/2014 | 3.200% | 270,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2015 | 3.300% | 275,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2016 | 3.550% | 285,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2017 | 3.650% | 295,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2018 | 3.750% | 305,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2019 | 3.900% | 320,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2020 | 4.000% | 330,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2021 | 4.050% | 345,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2022 | 4.150% | 360,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2023 | 4.250% | 375,000.00 | 02/20/2014 | 102.000 |
| | 09/01/2024 | 4.300% | 305,000.00 | 02/20/2014 | 102.000 |
| | | | 3,465,000.00 | | |
| | | | 9,930,000.00 | | |

**Attachment 2**
**Interest Rate and Debt Service on the Proposed Refunding**

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---|---|---|---|---|
| 09/01/2014 | 915,000 | 3.450% | 205,351.67 | 1,120,351.67 |
| 09/01/2015 | 670,000 | 3.450% | 304,462.50 | 974,462.50 |
| 09/01/2016 | 695,000 | 3.450% | 281,347.50 | 976,347.50 |
| 09/01/2017 | 715,000 | 3.450% | 257,370.00 | 972,370.00 |
| 09/01/2018 | 740,000 | 3.450% | 232,702.50 | 972,702.50 |
| 09/01/2019 | 765,000 | 3.450% | 207,172.50 | 972,172.50 |
| 09/01/2020 | 790,000 | 3.450% | 180,780.00 | 970,780.00 |
| 09/01/2021 | 820,000 | 3.450% | 153,525.00 | 973,525.00 |
| 09/01/2022 | 850,000 | 3.450% | 125,235.00 | 975,235.00 |
| 09/01/2023 | 875,000 | 3.450% | 95,910.00 | 970,910.00 |
| 09/01/2024 | 925,000 | 3.450% | 65,722.50 | 990,722.50 |
| 09/01/2025 | 980,000 | 3.450% | 33,810.00 | 1,013,810.00 |
| | 9,740,000 | | 2,143,389.17 | 11,883,389.17 |

**Attachment 3**
**Detailed Cash Flow and Present Value Savings (including all costs associated with the issuance)**

| Date | Prior Debt Service | Refunding Debt Service | Savings | Present Value to 01/21/2014 @ 3.4504603% |
|---|---|---|---|---|
| 09/01/2014 | 1,127,407.50 | 1,120,351.67 | 7,055.83 | 10,438.74 |
| 09/01/2015 | 1,124,602.50 | 974,462.50 | 150,140.00 | 143,396.02 |
| 09/01/2016 | 1,124,912.50 | 976,347.50 | 148,565.00 | 137,081.07 |
| 09/01/2017 | 1,122,757.50 | 972,370.00 | 150,387.50 | 134,019.15 |
| 09/01/2018 | 1,123,640.00 | 972,702.50 | 150,937.50 | 129,911.97 |
| 09/01/2019 | 1,126,977.50 | 972,172.50 | 154,805.00 | 128,655.54 |
| 09/01/2020 | 1,122,610.00 | 970,780.00 | 151,830.00 | 121,866.55 |
| 09/01/2021 | 1,125,830.00 | 973,525.00 | 152,305.00 | 118,037.50 |
| 09/01/2022 | 1,126,035.00 | 975,235.00 | 150,800.00 | 112,840.66 |
| 09/01/2023 | 1,123,387.50 | 970,910.00 | 152,477.50 | 110,139.31 |
| 09/01/2024 | 1,122,950.00 | 990,722.50 | 132,227.50 | 92,228.13 |
| 09/01/2025 | 1,124,035.00 | 1,013,810.00 | 110,225.00 | 74,208.98 |
| | 13,495,145.00 | 11,883,389.17 | 1,611,755.83 | 1,312,823.62 |

Savings Summary

| | |
|---|---|
| PV of savings from cash flow | 1,312,823.62 |
| Less: Prior funds on hand | -1,285,272.82 |
| Plus: Refunding funds on hand | 487,064.85 |
| Net PV Savings | 514,615.65 |

**CITY OF WOODLAND**
**COMMUNITY FACILITIES DISTRICT NO. 1**
**(GIBSON RANCH)**

**RESOLUTION NO. _______**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT, AN ESCROW AGREEMENT, A PLACEMENT AGENT AGREEMENT, AND A RATE LOCK AGREEMENT; AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS; AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO**

WHEREAS, by its Resolution No. 3770, adopted on October 26, 1993, the City Council of the City of Woodland (the "City") established the City's Community Facilities District No. 1 (Gibson Ranch) (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 November 9, 1993, 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 $16,000,000, secured by special taxes, pursuant to the terms of the Act;

WHEREAS, pursuant to such authority and the terms of an indenture, amended and restated as of March 3, 1998 (said indenture, as supplemented , being referred to herein as the "Indenture"), the City has previously issued its: (i) City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Bonds, Series 94-1 (the "Series 94-1 Bonds"), in the aggregate principal amount of $7,000,000, (ii) City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Bonds, Series 98-1 (the "Series 98-1 Bonds"), in the aggregate principal amount of $6,480,000, (iii) City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Refunding Bonds, Series 2001 (the "Series 2001 Bonds"), in the aggregate principal amount of $7,045,000, (iv) City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Bonds, Series 2003 (the "Series 2003 Bonds"), in the aggregate principal amount of $2,520,000, and (v) City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Refunding Bonds, Series 2004 (the "Series 2004 Bonds") in the principal amount of $5,585,000;

WHEREAS, the Series 2001 Bonds refunded the Series 94-1 Bonds, and the Series 2004 Bonds refunded the Series 98-1 Bonds;

WHEREAS, the City intends to refund bonds that remain outstanding of the Series 2001 Bonds, the Series 2003 Bonds, and the Series 2004 Bonds (collectively, the "Refunded Bonds"), by issuing its Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2014 (the "Refunding Bonds"), pursuant to a Bond Issuance Agreement dated January 1, 2014 (the "Bond Issuance Agreement");

WHEREAS, the conditions of California Government Code 53362.5 for the issuance of the Refunding Bonds have been satisfied;

WHEREAS, the following documents and proposed agreements relating to the issuance, sale and delivery of the Refunding Bonds by the City, which are incorporated herein by reference, have been presented to the City Council for its review and approval:

1. The Bond Issuance Agreement of the City, pursuant to which the City will issue the Refunding Bonds and sell them to Compass Mortgage Corporation (the "Purchaser");

2. The Escrow Agreement ("Escrow Agreement") between the City and U.S. Bank National Association, N. A., as escrow agent;

3. The Placement Agent Agreement ("Placement Agent Agreement") between the City and Piper Jaffray & Co., as Placement Agent; and

4. The Rate Lock Agreement ("Rate Lock Agreement") between the City and the Purchaser.

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the Bond Issuance Agreement, the Escrow Agreement, the Placement Agent Agreement, the Rate Lock Agreement, and the agreements and documents contemplated thereby or incidental thereto, and the issuance, sale, and delivery of the Refunding Bonds in accordance with the Bond Issuance Agreement are desirable and in the best interests of the City;

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 Escrow Agreement, the Placement Agent Agreement, and the Rate Lock 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 and on behalf of the City, to approve, execute, and deliver the Bond Issuance Agreement, the Escrow Agreement, the Placement Agent Agreement, and the Rate Lock Agreement, in substantially the forms presented to the City Council at this meeting, which agreements are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreements 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 Refunding 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 Refunding 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 $11,000,000 principal amount of Refunding Bonds to the Purchaser; provided that the refunding produce on an aggregate basis net present value savings of at least 3.00% (measured against the Refunded Bonds), as determined by the Finance Officer. The Designated Officers are hereby authorized and directed to negotiate with the purchaser the final terms of the sale and its timing.

Section 5. Retention of Finance Professionals. Del Rio Advisors, LLC, is hereby appointed as financial advisor to the City for the issuance and sale of the Refunding Bonds. Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, is hereby appointed bond counsel to the City for the issuance and sale of the Refunding Bonds. The Designated Officers are each hereby authorized and directed to execute and deliver an agreement for services with each firm in the form on file with the City Clerk.

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 Refunding 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 conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 7. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED on December 17, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____________________________________

City Clerk of the City of Woodland

DRAFT
KMTG
10 DEC 2013

---

**BOND ISSUANCE AGREEMENT**

made by the

CITY OF WOODLAND

Dated January 1, 2014

Relating to the

$[PRINCIPAL AMOUNT]
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 1 (GIBSON RANCH)
SPECIAL TAX REFUNDING BOND
SERIES 2014

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ARTICLE V
EVENTS OF DEFAULT AND REMEDIES OF OWNER



ARTICLE VI
DOCUMENTS TO BE DELIVERED AT CLOSING

# BOND ISSUANCE AGREEMENT

This BOND ISSUANCE AGREEMENT (this "Agreement"), dated January 1, 2014, 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 bond issued hereunder.

## RECITALS

1. The City Council of the City (the "City Council") on October 26, 1993, duly adopted its Resolution No. 3770 establishing the City's Community Facilities District No. 1 (Gibson Ranch) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 *et seq*. of the California Government Code) (the "Law"), for the purpose of providing for the financing of construction and/or acquisition of certain public facilities in and for the CFD.

2. On November 9, 1993, the qualified electors of the CFD authorized the City Council to levy the special taxes upon the land within the CFD, and to issue bonds in the principal amount of not to exceed $16,000,000, secured by the special taxes.

3. Pursuant to such authority and the terms of an indenture, amended and restated as of March 3, 1998 (said indenture, as amended and supplemented from time to time, being referred to herein as the "Indenture"), the City issued three series of its City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Bonds: Series 94-1 (the "Series 94-1 Bonds"), in the aggregate principal amount of $7,000,000, (ii) Series 98-1 (the "Series 98-1 Bonds"), in the aggregate principal amount of $6,480,000, and (iii) Series 2003 (the "Series 2003 Bonds"), in the aggregate principal amount of $2,520,000.

4. Pursuant to the Law and the Indenture, the City has issued two series of its City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Refunding Bonds: (i) Series 2001 (the "Series 2001 Bonds"), in the aggregate principal amount of $7,045,000, to refund the Series 94-1 Bonds, and (ii) Series 2004 (the "Series 2004 Bonds"), in the principal amount of $5,585,000, to refund the Series 98-1 Bonds.

5. The City Council by its Resolution No. ____, adopted on December 17, 2013 (the "Resolution"), has determined that prudent management of the City's financial affairs requires that all of the Bonds that remain outstanding under the Indenture, the Series 2001 Bonds, the Series 2003 Bonds, and the Series 2004 Bonds (the "Refunded Bonds"), now be refunded and has authorized the issuance of its "City of Woodland, Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bond, Series 2014" (the "Refunding Bond"), the sale of the Bonds to Compass Mortgage Corporation, and the execution and delivery of this Agreement on behalf of the City.

6. The City now is fully authorized pursuant to the Law to issue the Refunding Bond.

7. The City has determined to enter into this Agreement in order to provide for the execution and delivery of the Refunding Bond, to establish and declare the terms and conditions upon which the Refunding Bond shall be issued and secured, and to secure the payment of the principal thereof and interest thereon.

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 Refunding Bond and the performance and observance by the City of all the covenants, agreements and conditions herein and in the Refunding Bond contained, the City hereby agrees and covenants with the owners from time to time of the Refunding Bond, 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 Refunding Bond 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:

**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 Refunding Bond.

**Bond Year** means the period ending on September 1 of each year with the first Bond Year ending on September 1, 2014, and the last Bond Year ending on the date on which the Refunding Bond is 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. 1 (Gibson Ranch), a community facilities district duly established within the geographical jurisdiction of the City pursuant to the Law.

**CFD 1** Fund means the fund by that name originally established pursuant to Section 18.3 of the Indenture.

**City** means the City of Woodland.

**City Council** means the City Council of the City.

**Closing Date** means the date of delivery of the Refunding Bond to the Original Purchaser thereof.

**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.

**County** means the County of Yolo, State of California.

**Escrow Agent** means U.S. Bank National Association.

**Escrow Agreement** means the agreement by and between the City and the Fiscal Agent, as escrow agent, dated January 1, 2014.

**Event of Default** means any of the events specified in Section 5.1 (Events of Default).

**Fiscal Agent** means U.S. Bank National Association, the fiscal agent appointed under the Indenture.

**Indenture** means the Indenture, amended and restated as of March 3, 1998, made by the City, pursuant to which the Refunded Bonds were issued.

**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.

**Letter of Representations** means a letter substantially in the form attached hereto as Exhibit B delivered by a purchaser of the Refunding Bond to the City.

**Maximum Annual Debt Service** shall mean the greatest amount of principal and interest becoming due and payable on the Refunding Bond in any Bond Year including the Bond Year in which the calculation is made or any subsequent Bond Year.

**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.

**Original Purchaser** means Compass Mortgage Corporation.

**Owner** means the person in whose name any Refunding Bond shall be registered.

**Payment Date** means March 1 and September 1 of each year. The first Payment Date shall be March 1, 2014.

**Rate and Method of Apportionment** means the Rate and Method of Apportionment of Special Tax included as Exhibit A to the Resolution of Formation.

**Record Date** means the fifteenth day of the month preceding any Payment Date, whether or not such day is a Business Day. The first Record Date shall be January 15, 2014.

**Refunded Bonds** means the (i) City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2001, (ii) City of Woodland Community

Facilities District No. 1 (Gibson Ranch) Special Tax Bonds, Series 2003, and (iii) City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2004.

**Refunding Bond** means the City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bond, Series 2014, issued hereunder.

**Reserve Fund** means the fund by that name established pursuant to Section 3.5 (Establishment and Application of Reserve Fund).

**Reserve Requirement** means, as of any date of calculation, one-half of Maximum Annual Debt Service as of such date.

**Resolution of Formation** means Resolution No. 3770 adopted by the City Council on October 26, 1993, establishing the CFD, as the same may be amended from time to time in accordance with the Law.

**Special Tax Fund** means the City of Woodland Community Facilities District No. 1 Special Tax Fund established pursuant to Section 3.2 (Special Tax Fund).

**Special Taxes** means the special taxes authorized to be levied and collected annually on property in the CFD.

**State** means the State of California.

**Tax Certificate** means the Tax Certificate concerning certain matters pertaining to the use of proceeds of the Refunding Bond, executed and delivered by the City on the date of issuance of the Refunding 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 Refunding Bond expressed or implied is intended or shall be construed to give to any person other than the City and the Owner of the Refunding Bond, 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 and the Owner of the Refunding Bond.

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 Refunding Bond 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 Refunding Bond 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 Refunding Bond 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:

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

Section 1.10. Amendment. This Agreement and the rights and obligations of the City and the Owner of the Refunding Bond may be modified or amended only with the prior written consent of the Owner.

## ARTICLE II
## THE REFUNDING BOND

Section 2.1. Authorization and Title. The City hereby authorizes the issuance of a bond in the principal amount of $[PRINCIPAL AMOUNT]. The title of the Refunding Bond shall be "City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bond, Series 2014." At any time after the execution and delivery of this Agreement, the City may execute and deliver the Refunding Bond.

Section 2.2. Application of Proceeds and Other Funds. The City shall deposit or cause to be deposited $________ of the purchase price of the Refunding Bond, together with $________ from the Reserve Account established pursuant to the Indenture, into the Escrow Fund established pursuant to the Escrow Agreement for the purpose of refunding the outstanding Refunded Bonds. The City shall deposit $__________ into the Reserve Fund created pursuant to Section 3.5 hereof, which is held by the City. The City shall apply $_________ of the purchase price of the Refunding Bond to the payment (or reimbursement of the payment) of costs of issuance of the Refunding Bond.

Section 2.3. Terms and Form of Bond.

(A) Form and Registration. The Refunding Bond shall be issued in the form of a single, fully registered installment bond in substantially the form attached hereto as Exhibit A. The Refunding Bond shall be registered initially in the name of the Original Purchaser.

(B) Date; Interest Accrual; Interest Rates; Payments. The Refunding Bond shall be dated its date of delivery, shall bear interest from its date to September 1, 2024, at the rate of _____% per annum. The City shall pay installments of principal and interest on the Refunding Bond in the following amounts on the following dates:

| Date | Principal | Interest | Total |
|---|---|---|---|

Interest on the Refunding Bond 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 Refunding Bond in lawful money of the United States of America on each Payment Date by wire transfer to the Owner as of the close of business on the Record Date.

(D) Optional Redemption. The City may redeem the Refunding Bond in whole or in part on any date on or after January 21, 2024, at a redemption price equal to the unpaid principal amount thereof to be prepaid plus interest accrued thereon to the date specified for redemption, without premium.

(E) Mandatory Redemption from Special Tax Prepayments. The Refunding Bond is subject to redemption by the City as a whole or in part on any Interest Payment Date from prepayments of the Special Taxes, at a redemption price equal to the unpaid principal amount thereof to be prepaid plus a premium of three percent (3%), if redeemed prior to January 1, 2024, and thereafter at a redemption price equal to the unpaid principal amount thereof to be prepaid, without premium, together with interest accrued thereon to the date specified for redemption.

(F) Cessation of Interest Accrual. Interest on any portion of the principal of the Refunding Bond shall cease to accrue on the Payment Date of such portion, provided that such portion of the principal plus interest accrued thereon to such date has been paid to the Owner. Upon payment of all the principal and interest installments on the Refunding Bond, the Refunding Bond shall no longer be Outstanding and entitled to the benefits of this Agreement.

(G) Unclaimed Monies. Subject to the escheat laws of the State, any money held by the City for the payment of the principal of or interest on the Refunding Bond and remaining unclaimed for two (2) years after all of the principal of the Refunding Bond has become due and payable shall be retained in the Special Tax Fund and may be expended by the City for any purpose of the CFD.

Section 2.4. Execution of Bond. The Refunding Bond shall be signed by the manual or facsimile signature of the Mayor and the City Clerk or his or her deputy, provided that at least one such signature shall be manual.

In case any of the officers who shall have signed or countersigned the Refunding Bond shall cease to be such officer or officers of the City before the Refunding Bond so signed or countersigned shall have been delivered by the City, the Refunding Bond 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 Refunding Bond may be signed and countersigned on behalf of the City by such persons as at the actual date of execution of the Refunding Bond shall be the proper officers of the City although at the nominal date of the Refunding Bond any such person shall not have been such officer of the City.

Section 2.5. Transfer of Bond. The Owner may transfer the Refunding Bond, but only in whole to a commercial bank that the Owner reasonably believes is purchasing the Refunding Bond for its own account and that executes a Letter of Representations.

Transfer shall be made upon the books required to be kept pursuant to the provisions of Section 2.6 (Bond Register) hereof, in person or by the duly authorized attorney of such person, upon surrender of the Refunding Bond to the City for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the City and the purchaser's duly executed Letter of Representations.

Whenever a Refunding Bond shall be surrendered for transfer, the designated City officials shall execute (as provided in Section 2.4 (Execution of Bond) hereof) and deliver a new Refunding 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 Refunding Bond 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 Refunding Bond. 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 Refunding Bond as hereinbefore provided.

Section 2.7. Validity of Bond. The recital contained in the Refunding Bond that it is regularly issued pursuant to the Law shall be conclusive evidence of its validity and of compliance with the provisions of the Law in its issuance.

## ARTICLE III
## PAYMENT OF THE REFUNDING BOND

Section 3.1. Liability of City Limited to Special Taxes. Notwithstanding anything in this Agreement or in the Refunding Bond 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 of or interest on the Refunding Bond or for any other purpose of this Agreement.

Section 3.2. Special Tax Fund. The City agrees and covenants that, at each time that Special Taxes (with the exception of prepaid Special Taxes) are received, it shall deposit all Special Taxes received into the "City of Woodland Community Facilities District No. 1 Special Tax Fund," which fund the City shall establish and maintain.

Section 3.3. Pledge of 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 Special Taxes deposited in the Special Tax Fund are hereby pledged to secure the payment of the principal of and interest on the Refunding Bond in accordance with their terms and the provisions of this Agreement. The pledge of Special Taxes made herein shall be irrevocable until the Refunding Bond is no longer Outstanding.

The City covenants not to issue any additional obligations, bonds or notes subject to the parity pledge of the Special Taxes pledged to the payment of principal of and interest on the Refunding Bond, other than refunding bonds authorized in accordance with Government Code section 53362.5, without the Owner's written consent.

Section 3.4. Application of Special Taxes. On each Payment Date, the City shall withdraw Special Taxes from the Special Tax Fund in the amounts necessary and apply them, in the following order of priority, (1) to pay the principal and interest installments due on the Refunding Bond on that date, (2) to deposit in the Reserve Fund the amount required to restore the balance in the Reserve Fund to an amount equal to the Reserve Requirement, (3) to transfer to the City to the extent, prorata to the receipts, of the amount included in the current levy for the costs of administering the CFD, and (4) to the CFD 1 Fund (which the City hereby agrees to continue to maintain), to the extent of amounts included in the Special Tax levy allocable to construction of facilities.

Section 3.5. Establishment and Application of Reserve Fund. The City shall establish and maintain a separate fund designated as the "Reserve Fund." All amounts in the 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 Special Tax Fund to pay debt service on the Refunding

Bond. Any amounts in the Reserve Fund in excess of the Reserve Requirement shall be transferred by the City on September 2 of each year for deposit into the CFD 1 Fund.

Section 3.6. Prepayment Fund. All moneys representing prepaid Special Taxes that are received by the City shall be deposited in the Prepayment Fund, which fund the City shall establish and maintain. All amounts deposited in the Prepayment Fund shall be used and withdrawn by the City solely for the purpose of redeeming a portion of the Refunding Bond, in the manner, at the times and upon the terms and conditions specified in Section 2.3(D) (Optional Redemption).

## ARTICLE IV
## COVENANTS OF THE CITY

Section 4.1. Levy and Collection of the Special Taxes; Maintenance of Special Taxes.

(A) Levy and Collection of the Special Taxes. The City covenants that, so long as the Refunding Bond is 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 Refunding Bond as it becomes due and payable, (2) to cure any delinquencies in the payment of the principal of or interest on the Refunding Bond 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 (3) 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 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 Refunding Bond in the Bond Year ending on the September 1 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 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 Refunding Bond, in strict conformity with the terms of the Refunding Bond and of this Agreement, according to the true intent and meaning thereof, but in each case only out of 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 Refunding Bond 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 Owner of the Refunding Bond. The City further covenants not to permit the tender of the Refunding Bond 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 installments on the Refunding Bond 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) 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 amount of Special Taxes received was less than ninety-five per cent (95%) of the amount of Special Taxes levied in the Fiscal Year 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. With respect to any property delinquent for at least three years or delinquent in the amount of $1,000 or more (including penalties and interest), if such delinquency is not cured by November 15, the City will, but only with the prior written consent of the Owner, 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 Owner. 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 Special Taxes and other assets and all the rights of the Owner 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 Refunding Bond, 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 Refunding Bond 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 Refunding Bond.

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 Owner 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 Owner all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 4.10. Reports.

(A) Annual Report to City Council. Pursuant to Government Code Sections 50075.3 and 53411, on or before October 30 in each year, as long as the Refunding Bond is Outstanding, the City's Director of Administrative Services shall prepare and file with the City Council a report containing (1) the amount of Special Taxes levied and collected in the preceding Fiscal Year, (2) the amount of funds available in the Special Tax Fund, and (3) the status of the acquisition and construction of the authorized facilities.

(B) Annual Report to CDIAC. Pursuant to Government Code Sections 53359.5(b), on or before October 30 in each year, as long as the Refunding Bond is Outstanding, the City shall mail, postage prepaid, a report to CDIAC, comprising the following data, all as of September 5 of such year:

(1) the City's name;

(2) the CFD's number and name;

(3) the name and title of the Refunding Bond;

(4) if applicable, the credit rating of the Refunding Bond and the rating agency that provided the rating;

(5) the date of the Refunding Bond and its original principal amount;

(6) the minimum required fund balance of a debt service reserve fund, if any;

(7) the outstanding principal amount of the Refunding Bond;

(8) the balance in any debt service reserve fund;

(9) the following information concerning delinquent Special Taxes:

(a) the number of parcels of Taxable Property that are delinquent with respect to their payment of Special Taxes;

(b) the amount by which such parcels of Taxable Property are delinquent;

(c) the total amount of Special Taxes due on the delinquent parcels;

(d) the length of time that each such parcel of Taxable Property has been delinquent;

(e) whether and when foreclosure proceedings were commenced with respect to each such parcel of Taxable Property;

(f) the total number of parcels with respect to which foreclosure proceedings are pending; and

(g) the total amount of tax due on the foreclosure parcels for each date specified;

(10) the assessed value of all parcels of Taxable Property as shown on the last equalized assessment roll of Yolo County;

(11) the total amount of Special Taxes levied in the prior Fiscal Year, the total amount of unpaid Special Taxes for that Fiscal Year, and whether the Special Taxes are paid to the City pursuant to the Teeter Plan;

(12) if applicable, the reason and the date that the issue was retired; and

(13) contact information for the City officer providing the information.

(C) Extraordinary Reports to CDIAC. Not later than ten days following the occurrence of an Event of Default described in Section 5.1(A), the City shall mail, postage prepaid, a notice of the occurrence to CDIAC.

(D) No Liability to Owner for Reports to City Council or CDIAC. The City shall not be liable to the Owner for failure to deliver any of the reports or notices required by subsections (A), (B), or (C) of this Section or for any error in the information contained in any such report or notice.

(E) Reports to Owner. On or before October 30 in each year, as long as the Refunding Bond is Outstanding, the City shall mail, postage prepaid, a report to the Owner containing the information listed in Section 4.10(B).

## ARTICLE V
## EVENTS OF DEFAULT AND REMEDIES OF OWNER

Section 5.1. Events of Default. The following events shall be Events of Default:

default in the due and punctual payment of any installment of the principal of interest on the Refunding Bond when and as the same shall become due and payable;

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; and;

a determination by the Internal Revenue Service that the Refunding Bond is not a tax-exempt obligation of the City; and

the issuance of any additional obligations, bonds or notes by the City subject to a parity pledge of the Special Taxes pledged to the payment of principal of and interest on the Refunding Bonds, without the Owner's written consent.

Section 5.2. Remedies of Owner. Upon the occurrence and continuance of an Event of Default, the Owner shall have the right

by mandamus or other action, suit, or proceeding at law or in equity to enforce the Owner's 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 Owner contained herein;

by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Owner;

by suit in equity upon the nonpayment of the Refunding Bond to require the City or its officers and employees to account as the trustee of an express trust;

to bring any other action at law or in equity as may be necessary or desirable to enforce the rights of the Owner contained herein.

Section 5.3. Restoration of Positions. In case any proceedings taken by the Owner on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Owner, then in every such case the City and the Owner, 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 Owner 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 Owner of the Refunding Bond 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 Owner of the Refunding Bond 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 Owner of the Refunding Bond may be exercised from time to time, and as often as may be deemed expedient, by the Owner.

Section 5.6. No Acceleration. The Owner of the Refunding Bond has no right to declare the principal of the Refunding Bond immediately due and payable.

Section 5.7. Attorneys' Fees. If the City defaults under any of the provisions hereof and the Owner employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the City herein contained, the City will on demand therefor pay to the Owner the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by the Owner.

## ARTICLE VI
## DOCUMENTS TO BE DELIVERED AT CLOSING

Section 6.1. Documents to be Delivered at Closing. At or prior to the Closing Date, the Original Purchaser shall receive a copy of all proceedings relating to the authorization, issuance, execution, sale, and delivery of the Bond, certified by such officer or officers of the City as shall be satisfactory to the Original Purchaser, specifically including copies of each of the following documents:

(A) Final Approving Opinion of Bond Counsel. The approving opinion of Bond Counsel, dated the Closing Date, substantially in the form set forth in the form of the Bond in Exhibit A, together with a letter dated the Closing Date and addressed to the Original Purchaser authorizing the Original Purchaser to rely on said opinion.

(B) Defeasance Opinion of Bond Counsel. A defeasance opinion of Bond Counsel addressed to the City and the Original Purchaser, with respect to the defeasance of the Refunded Bonds, and including therein an opinion that the Escrow Agreement has been duly authorized and delivered by the City and, assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the City.

(C) Verification Report. A report (as required by Government Code section 53558) from a certified public accountant licensed to practice in California certifying the sufficiency of the proceeds of the Refunding Bond and the maturing principal amounts of and interest earned on the government obligations purchased therewith and the other moneys to be deposited pursuant to the Escrow Agreement to pay and redeem the Refunded Bonds and to pay the designated costs of issuance of the Refunding Bond.

(D) City Resolution. The resolution of the City Council authorizing the issuance and sale of the Refunding Bond and the execution and delivery of this Agreement and the Escrow Agreement (the "City Documents"), certified by the City Clerk.

(E) Tax Certificate. A Tax Certificate of the City in form satisfactory to Bond Counsel, signed by such officer of the City as shall be satisfactory to Bond Counsel and the Original Purchaser.

(F) City Certificate. A certificate, dated the Closing Date and signed by such officers of the City as shall be satisfactory to the Original Purchaser, to the effect that:

(1) Representations. The representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(2) Resolution. The resolution of the City Council approving the issuance of the Refunding Bond and the execution and delivery of the City Documents is in full force and effect on the Closing Date and has not been amended, modified, or supplemented, except as agreed to in writing by the Original Purchaser;

(3) No Default. No Event of Default has occurred and is continuing;

(4) No Breach. Neither the execution, delivery, nor performance by the City of this Agreement, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will (a) violate applicable provisions of statutory law or regulation, (b) breach or otherwise violate any existing obligation of the City under any court order or consent decree, (c) result in any breach of, or constitute a default under any other indenture, instrument, or agreement to which the City is a party or is subject, or by which it or its property is bound, or (d) result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the City (other than those created by this Agreement);

(5) No Litigation. No litigation is pending with respect to which the City has been served with process or, to my best knowledge after reasonable inquiry, threatened (i) to restrain or enjoin the issuance the Refunding Bond or the collection of Special Taxes pledged under this Agreement; (ii) in any way contesting or affecting the authority for the issuance of the Refunding Bond or the validity or enforceability of this Agreement and the Escrow Agreement; or (iii) in any way contesting the existence or powers of the City;

(6) Compliance with Agreements. The City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the City Documents prior to issuance of the Refunding Bond.

(7) Escrow Agreement. As of the date hereof, the Escrow Agreement is in full force and effect in accordance with its terms and has not been amended, modified or supplemented except in such case as may have been agreed to by the Original Purchaser.

(G) Escrow Agent's Certificate. A certificate dated the Closing Date of an authorized officer of the Escrow Agent to the effect that:

(1) The Escrow Agent is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to enter into and perform its duties under the Escrow Agreement.

(2) The Escrow Agreement has been duly authorized, executed and delivered by the Escrow Agent, and is a legal, valid and binding agreement of the Escrow Agent enforceable upon the Escrow Agent in accordance with its terms.

(3) To the best knowledge of the Escrow Agent, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending against the Escrow Agent or threatened against the Escrow Agent that, in the reasonable judgment of the Escrow Agent, would affect the existence of the Escrow Agent or in any way contesting or affecting the validity or enforceability of the Escrow Agreement or contesting the powers of the Escrow Agent or its authority to enter into and perform its obligations under the Escrow Agreement.

(H) Agreements. Fully executed copies of this Agreement and the Escrow Agreement.

(I) Form 8038-G. Internal Revenue Service Form 8038-G;

(J) Other Opinions and Certificates. Such additional legal opinions, certificates and other documents as the Original Purchaser may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations and warranties contained in this Agreement and of the statements and information contained in the Official Statement and to evidence the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by them in connection with the transactions contemplated hereby and by the Official Statement.

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:__________________________________
Mayor

ATTEST:

______________________________________
City Clerk

**EXHIBIT A**
**FORM OF BOND**

REGISTERED NO. R-1

THIS BOND MAY ONLY BE TRANSFERRED IN WHOLE TO A COMMERCIAL BANK, SUBJECT TO THE CONDITIONS DESCRIBED IN THE BOND ISSUANCE AGREEMENT.

**CITY OF WOODLAND**
**COMMUNITY FACILITIES DISTRICT NO. 1 (GIBSON RANCH)**
**REFUNDING SPECIAL TAX BOND, SERIES 2014**

| Original Principal Amount | Original Issue Date |
|---|---|
| $[PRINCIPAL AMOUNT] | |

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 Special Taxes hereinafter referred to) to Compass Mortgage Corporation or registered assigns, the installments of principal and interest in the amounts and on the dates stated below:

| Date | Principal | Interest | Total |
|---|---|---|---|

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).

The City has duly authorized the issuance of this Bond, has designated it as the "City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bond, Series 2014," and has issued it in the original principal amount stated above. This Bond is issued pursuant to a Bond Issuance Agreement dated January 1, 2014, 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. 1 (Gibson Ranch) (as more particularly defined in the Agreement, the "Special Taxes") and deposited in the Special Tax Fund.

The Bond is a limited obligation of the City and is payable, both as to principal and interest, out of the Special Taxes held by the City in the Special Tax 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 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 in whole or in part on any date on or after January 21, 2024, at a redemption price equal to the unpaid principal amount hereof to be prepaid plus interest accrued hereon to the date specified for redemption, without premium.

This Bond is subject to redemption by the City, as a whole or in part on any Interest Payment Date from prepayments of the Special Taxes, at a redemption price equal to the unpaid principal amount hereof to be prepaid plus a premium of three percent (3%), if redeemed prior to January 1, 2024, and thereafter at a redemption price equal to the unpaid principal amount hereof to be prepaid, without premium, together with interest accrued hereon to the date specified for redemption.

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.

CITY OF WOODLAND

By:__________________________________
Mayor

Countersigned:

____________________________________
City Clerk

## 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.

________________________________________
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. 1 (Gibson Ranch)
Special Tax Refunding Bond, Series 2014

Dear Council Members:

We have acted as bond counsel in connection with the issuance by the City of Woodland (the "City") of $[PRINCIPAL AMOUNT]aggregate principal amount of its City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bond, Series 2014 (the "Bond"), 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 June 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 Bond. The Bond is a valid and binding limited obligation of the City, payable solely from the proceeds of the Special Taxes on deposit in the Special Tax 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 Special Taxes for the security of the Bond.

3. Interest on the Bond 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 Bond 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 Bond to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bond.

4. Interest on the Bond is exempt from present State of California personal income taxes.

The rights of the owner of the Bond and the enforceability of the Bond 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 Bond 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

**EXHIBIT B**

**Form of Purchaser's Letter of Representations**

[Date]

City of Woodland
300 First Street
Woodland, CA 95695

Re: City of Woodland
Community Facilities District No. 1 (Gibson Ranch)
Special Tax Refunding Bond, Series 2014

Ladies and Gentlemen:

The undersigned, [name of transferee] (the "Purchaser"), hereby represents and warrants to you as follows:

1. The Purchaser has purchased on the date hereof the above-referenced bond (the "Bond"), the outstanding principal amount of which is $[PRINCIPAL AMOUNT], issued pursuant to the Bond Issuance Agreement dated January 1, 2014 (the "Bond Issuance Agreement"), made by the City of Woodland (the "City").

2. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and obligations such as the Bond in particular, to enable the Purchaser to evaluate the Bond, the credit of the City's Community Facilities District No. 1 (Gibson Ranch), the collateral, and the bond terms.

3. The Purchaser will make its own independent credit analysis and decision to purchase the Bond based on an independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on the City or its officers, employees, attorneys or agents.

4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bond.

5. The Purchaser acknowledges that no official statement has been prepared for the Bond, and that the City will not be entering into a continuing disclosure agreement pursuant to SEC Rule 15c2-12 to provide ongoing disclosure respecting the Bond. The Purchaser has been offered copies of or full access to all documents relating to the Bond and all records, reports, financial statements and other information concerning the City and pertinent to the source of payment for the Bond as deemed material by the Purchaser that the Purchaser, as a reasonable investor, has requested and to which the Purchaser, as a reasonable investor, would attach significance in making an investment decision.

6. The Purchaser confirms that its purchase of the Bond constitutes acquisition of an asset that is suitable for its portfolio and consistent with its asset acquisition program and that the

Purchaser is able to bear the economic risk of ownership of the Bond, including a complete loss of value.

7. The Purchaser is purchasing the Bond solely for its own account and not with a present intent to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control). Because the Purchaser has no immediate intent to trade the Bond, the Purchaser has not obtained a CUSIP number for the Bond or applied for DTC eligibility for the Bond.

8. The Purchaser understands and agrees that ownership of the Bond may be transferred only in whole to a commercial bank that the Purchaser reasonably believes is purchasing the Bond for its own account and that executes a letter of representations substantially in the form of this letter.

9. The Purchaser understands that the Bond (i) has not been registered under the Securities Act of 1933, as amended (the "Act"), and (ii) has not been registered or qualified under any state securities or "Blue Sky" laws, and that the Bond Issuance Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

10. The Purchaser has been furnished with and has examined the Bond, the Bond Issuance Agreement, and other documents, certificates and the legal opinions delivered in connection with the issuance of the Bond.

11. The Purchaser understands that the City and its counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

12. The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this Certificate has been duly authorized, executed and delivered.

[PURCHASER]

By_________________________________

Name:

Title:

DRAFT
KMTG
10 DEC 2013

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**ESCROW AGREEMENT**

**between the**

**CITY OF WOODLAND**

**and**

**U.S. BANK NATIONAL ASSOCIATION**
**as Escrow Agent**

Dated January 1, 2014

relating to the refunding of the
City of Woodland Community Facilities District No. 1 (Gibson Ranch)
Special Tax Refunding Bonds, Series 2001
(Issued: December 19, 2001)

City of Woodland Community Facilities District No. 1 (Gibson Ranch)
Special Tax Bonds, Series 2003
(Issued: August 28, 2003)

City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2004
(Issued: March 30, 2004)

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# ESCROW AGREEMENT

This ESCROW AGREEMENT dated January 1, 2014 (the "Escrow Agreement"), between the CITY OF WOODLAND, a municipal corporation duly organized and validly existing under and by virtue of the laws of the State of California (the "City"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Bank") and being qualified to accept and administer the escrow hereby created as escrow agent (the "Escrow Agent"),

## WITNESSETH:

WHEREAS, the City previously issued three series of its City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Bonds: Series 94-1 (the "Series 94-1 Bonds"), in the aggregate principal amount of $7,000,000, (ii) Series 98-1 (the "Series 98-1 Bonds"), in the aggregate principal amount of $6,480,000, and (iii) Series 2003 (the "Series 2003 Bonds"), in the aggregate principal amount of $2,520,000, pursuant to the terms of an indenture, amended and restated as of March 3, 1998 (said indenture, as amended and supplemented from time to time, being referred to herein as the "Prior Indenture");

WHEREAS, pursuant to the Prior Indenture, the City has issued two series of its City of Woodland Community Facilities District No. 1 (Gibson Ranch), Special Tax Refunding Bonds: (i) Series 2001 (the "Series 2001 Bonds"), in the aggregate principal amount of $7,045,000, to refund the Series 94-1 Bonds, and (ii) Series 2004 (the "Series 2004 Bonds"), in the principal amount of $5,585,000, to refund the Series 98-1 Bonds;

WHEREAS, the City Council by its Resolution No. ____, adopted on December 17, 2013 (the "Resolution"), has determined that all of the Bonds that remain outstanding under the Prior Indenture, the Series 2001 Bonds, the Series 2003 Bonds, and the Series 2004 Bonds (the "Refunded Bonds"), now be refunded and has authorized the issuance of its "City of Woodland, Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bond, Series 2014" (the "Refunding Bond"), and the sale of the Refunding Bond to Compass Mortgage Corporation, pursuant to the Bond Issuance Agreement dated January 1, 2014 (the "Bond Issuance Agreement"), of the City;

WHEREAS, the City has taken action to be deposited in the Escrow Fund (as defined herein) moneys in an amount that will be sufficient to pay the redemption price of the Refunded Bonds on February 20, 2014;

WHEREAS, the provisions of the Refunded Bonds and the Prior Indenture are incorporated herein by reference as if set forth herein in full;

NOW, THEREFORE, the City and the Escrow Agent hereby agree as follows:

Section 1. Escrow Fund. (a) Establishment and Funding of Escrow Fund. The Escrow Agent agrees to establish and maintain the Escrow Fund (the "Escrow Fund") until all the Refunded Bonds have been paid or redeemed as provided herein. The Escrow Agent shall, except as provided in Section 1(c) hereof, hold the money in the Escrow Fund at all times as a separate trust account wholly segregated from all other securities, investments or money held by it. All money in the Escrow Fund is hereby irrevocably pledged, subject to the provisions of Section 1(c) hereof, to secure the redemption of the Refunded Bonds as provided herein. The Escrow Agent shall, on the date of execution and delivery of this Escrow Agreement, accept from Compass Mortgage Corporation, on behalf of the City a portion of the proceeds of the Refunding Bond in the amount $__________, and shall deposit such amount in the Escrow Fund. [The City hereby directs U.S. Bank National Association, as Fiscal Agent under the Prior Indenture , on the date of execution and delivery of this Escrow Agreement, to transfer to the Escrow Agent for deposit into the Escrow Fund $__________ from the Reserve Account established by the Prior Indenture.

(b) Investment of Money in the Escrow Fund. The City hereby directs the Escrow Agent to hold the amounts deposited in the Escrow Fund in cash uninvested.

(c) Payment from the Escrow Fund. The City hereby irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees, to use the money held in the Escrow Fund to pay the redemption price of the Refunded Bonds on February 20, 2014. Following such payment, the Escrow Agent shall transfer any remaining amounts in the Escrow Fund to the City.

(d) Deficiencies in the Escrow Fund. If at any time it shall appear to the Escrow Agent that the money in the Escrow Fund will not be sufficient to make the payments required by Section 1(c) hereof, the Escrow Agent shall notify the City in writing as soon as reasonably practicable of such fact, stating the amount of such deficiency and the reason therefor (if known to it), and the City shall use its best efforts to obtain and deposit with the Escrow Agent for deposit in the Escrow Fund such additional money as may be required to provide for the making of all such payments, provided that such additional money may be deposited solely from lawfully available funds of the City or from a special appropriation made by the City for such purpose, which appropriation shall at all times be subject to the sole discretion of the City. The City shall incur no liability, however, if such additional moneys are unavailable or are not sufficient for such purpose. The Escrow Agent shall in no event or manner be responsible for the failure of the City to make any such deposit.

Section 2. Notice of Redemption. The City hereby irrevocably instructs the Escrow Agent, in accordance with the terms and conditions of the Prior Indenture, to provide notices of defeasance and notices of redemption for the Refunded Bonds, such notices to be provided in the time and manner specified in the Prior Indenture and substantially in the forms shown in Exhibit A and Exhibit B, respectively.

Section 3. Termination. Upon the completion of the payments required from the Escrow Fund and the transfer of any moneys remaining in the Escrow Fund to the City, this Escrow Agreement shall be terminated and of no further force or effect.

Section 4. Compensation and Indemnification of the Escrow Agent. (a) Payment for Services. The City shall pay the Escrow Agent a fee for its services hereunder and shall reimburse the Escrow Agent for its out-of-pocket expenses incurred by the Escrow Agent in connection with these services, all as more particularly agreed upon by the City and the Escrow Agent; provided that these fees and expenses shall in no event be deducted from the Escrow Fund except as provided in Section 1 and Section 3 hereof. Under no circumstances shall the Escrow Agent assert a lien on the Escrow Fund for any of its fees or expenses.

(b) Indemnification. The City agrees to indemnify the Escrow Agent, its directors, agents, and its officers or employees for, and hold the Escrow Agent, its directors, agents, and its officers or employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including, without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Agent) that may be imposed on, incurred by, or asserted against the Escrow Agent or such other party at any time by reason of its performance of Escrow Agent's services, in any transaction arising out of the Escrow Agreement or any of the transactions contemplated herein, unless due to the negligence or willful misconduct of the particular indemnified party.

(c) Survival of Obligations. The obligations of the City hereunder to the Escrow Agent shall survive the termination or discharge of this Escrow Agreement or the resignation or removal of the Escrow Agent.

Section 5. Functions of the Escrow Agent; Immunities.

(a) Application of Funds. Moneys held by the Escrow Agent hereunder are to be held and applied for the refunding of the Refunded Bonds in accordance with the Prior Indenture and this Escrow Agreement.

(b) No Implied Duties. The Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in the Escrow Agreement and no implied duties or obligations shall be read into the Escrow Agreement against the Escrow Agent.

(c) Reliance on Documents. The Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, and shall be protected and indemnified as stated in the Escrow Agreement, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document, report or opinion furnished to the Escrow Agent and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate, document, report or opinion.

(d) Escrow Agent's Immunities. The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages, even if parties know of the possibility of such damages. The Escrow Agent shall have no duty or responsibility under the Escrow Agreement in the case of any default in the performance of covenants or agreements contained in the Prior Indenture, or in the case of the receipt of any written demand with respect to such default. The Escrow Agent is not required to resolve conflicting demands to money or property in its possession under the Escrow Agreement.

(e) Reliance on Advice of Counsel. The Escrow Agent may consult with counsel of its own choice (which may be counsel to the City) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Not Responsible for City's Representations. The Escrow Agent shall not be responsible for any of the recitals or representations by the City contained herein.

(g) Other Transactions. The Escrow Agent engage or be interested in any financial or other transaction with the City.

(h) Not Responsible for Sufficiency. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the moneys to make the payments of principal and interest with respect to the Refunded Bonds in accordance with the terms and conditions herein.

(i) Not Responsible for Acts or Omissions of the City. The Escrow Agent shall not be liable for any action or omission of the City under this Escrow Agreement or the Prior Indenture.

(j) Reliance On City Certification. Whenever in the administration of the trust of the Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of the Escrow Agreement upon the faith thereof.

(k) Accounting. The Escrow Agent will provide the City with a final accounting of the funds maintained hereunder upon the redemption of the Refunded Bonds.

(l) Bank's Funds Not at Risk. None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(m) Use of Agents. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(n) Force Majeure. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(o) Communication of Instructions. The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods, provided that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 6. Merger or Consolidation of the Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent and vested with all of the title to the Escrow Fund and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 7. Amendment of the Escrow Agreement. The Escrow Agreement may not be revoked or amended by the parties hereto unless there shall first have been filed with the City and the Escrow Agent (i) an unqualified opinion of bond counsel that such amendment will not adversely affect the excludability from gross income for federal income tax purposes of interest evidenced by the refinancing or the Refunded Bonds, and (ii) unless such amendment is not materially adverse to the interests of the registered owners of the Refunded Bonds, as evidenced by an opinion of counsel, the written consent of the registered owners of all Refunded Bonds then outstanding.

Section 8. Governing Law. The Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 9. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or sent by first class mail, as follows:

If to the City:
City of Woodland
300 First Street
Woodland, CA 95695
Attention: Finance Officer

If to the Escrow Agent:
U.S. Bank National Association
One California Street, Suite 1000
San Francisco, CA 94111
Attention: Corporate Trust Services

Section 10. Severability. If any section, paragraph, sentence, clause or provision of the Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of the Escrow Agreement.

Section 11. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Bond Issuance Agreement.

Section 12. Execution. The Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the City and the Escrow Agent have caused the Escrow Agreement to be executed each on its behalf as of the day and year first above written.

CITY OF WOODLAND

By:________________________________________

Finance Officer

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By:________________________________________

Authorized Officer

EXHIBIT A
NOTICE OF REDEMPTION

of the

City of Woodland Community Facilities District No. 1 (Gibson Ranch)
Special Tax Refunding Bonds, Series 2001
(Issued: December 19, 2001)

City of Woodland Community Facilities District No. 1 (Gibson Ranch)
Special Tax Bonds, Series 2003
(Issued: August 28, 2003)

City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2004
(Issued: March 30, 2004)

NOTICE IS HEREBY GIVEN pursuant to the Indenture, amended and restated as of March 3, 1998 (as amended and supplemented, the "Prior Indenture"), which authorized and provided for the issuance and sale of the above-captioned bonds (the "Refunded Bonds"), that:

The City has called for redemption, on February 20. , 2014 (the "Redemption Date"), all of the outstanding Refunded Bonds, which are currently outstanding in an aggregate principal amount of $__________, at a redemption price equal to 100% of the principal amount of the Refunded Bonds called for redemption, plus interest accrued thereon to the Redemption Date.

The Refunded Bonds are further identified as follows:

| Maturity September 1 | Amount | Rate | CUSIP[1] |
|---|---|---|---|

The redemption price of the Refunded Bonds shall become due and interest on the Refunded Bonds shall cease to accrue from and after the Redemption Date.

Payment of the redemption price of and accrued interest on the Refunded Bonds will be made only upon presentation and surrender of the Refunded Bonds in the following manner (and only if the notice of redemption is not rescinded as to the particular Refunded Bonds so presented and surrendered). Registered or certified insured mail is suggested.

[1] The City and the Escrow Agent shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Prior Bond. They are included solely for the convenience of the owners.

| First Class/Registered/Certified Mail | Express Delivery Only | By Hand Delivery Only |
|---|---|---|

Owners presenting their Refunded Bonds in person for same day payment must surrender their Prior Bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pickup after 2:00 PM. Checks not picked up by 4:30 P.M. will be mailed out to the registered owner via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Prior Bond, you are not required to endorse the Prior Bond to collect the Redemption Price. Interest with respect to the Refunded Bonds shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

Under the Jobs Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

DATED: _________, 2014 U.S. Bank National Association, as escrow agent

# PLACEMENT AGENT AGREEMENT

January ___, 2014

Kimberly McKinney
Finance Officer
City of Woodland
300 First Street
Woodland, CA 95695

Re: City of Woodland Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2014

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co. (the "Placement Agent"), offers to enter into the following agreement (this "Agreement") with the City of Woodland, California (the "City"), in connection with the private sale of the City's Community Facilities District No. 1 (Gibson Ranch) Special Tax Refunding Bonds, Series 2014 (the "Bonds"). Upon acceptance by the City, this Agreement will be binding upon the City and the Placement Agent.

The City acknowledges and agrees that (i) the placement of the Bonds (as defined below) pursuant to this Agreement is an arm's-length commercial transaction between the City and the Placement Agent, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Placement Agent is and has been acting solely as a principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), (iii) the Placement Agent has not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the City on other matters) or any other obligation to the City except the obligations expressly set forth in this Agreement, and (iv) the City has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Placement Agent and City hereby agree as follows:

**1. Appointment of Placement Agent; Placement of the Bonds.**

(a) The City hereby appoints the Placement Agent to act, and the Placement Agent hereby agrees to act, as the exclusive placement agent for the City in connection with the private sale of the Bonds, and the Placement Agent hereby accepts such appointment. As compensation for its services hereunder, the Placement Agent shall charge a fee of $___/$1,000 of the par amount of the Bonds. At the closing of any such sale, the City shall pay or cause to be paid such fee to the Placement Agent from the Costs of Issuance Fund for the Bonds by wire transfer or immediately available funds. The above fee does not include any services the Placement Agent may render in the future to the City with respect to any offering or placement of municipal securities other than the Bonds.

(b) The City understands that the Placement Agent will be acting as the agent of the City in the offering and sale of the Bonds and not as an underwriter of the Bonds; the City agrees that, in connection therewith, the Placement Agent will use its “best efforts” to place the Bonds. This Agreement shall not give rise to any expressed or implied commitment by the Placement Agent to purchase or place any of the Bonds.

**2. Covenants, Representations and Warranties of the City.** The City represents, warrants and agrees as follows:

(a) the City is duly organized and validly existing as a general law city under the Constitution and laws of the State and has duly authorized the formation of Community Facilities District No. 1 (Gibson Ranch) (the “CFD”) pursuant to a resolution duly adopted by the City Council (the "CFD Formation Resolution") and the Mello-Roos Community Facilities Act of 1982. The City Council has duly adopted the CFD Formation Resolution and has caused to be recorded in the real property records of the County of Yolo notices of special tax lien and any required amendments thereof (collectively, the "Notice of Special Tax Lien") (the CFD Formation Resolution and Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents"). The Formation Documents remain in full force and effect as of the date hereof and have not been amended. The CFD is duly organized and validly existing as a community facilities district under the laws of the State;

(b) with the acceptance hereof, an authorized representative of the City will execute and deliver this Agreement and will approve the performance of its obligations contained herein, and any payment for services provided hereunder will be contingent on the adoption of an authorizing resolution of the City Council approving the issuance and sale of the Bonds;

(c) the execution and delivery of this Agreement and compliance with the provisions on the City’s part contained herein do not and will not constitute a breach of or default under any law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust, bond, note, resolution, agreement or other instrument to which the City is a party or by which the City is bound;

(d) any certificate signed by an authorized officer of the City and delivered to the Placement Agent shall be deemed a representation and warranty by the City in connection with this Agreement to the Placement Agent as to the statements made therein for the purposes for which such statements are made;

(e) the City agrees promptly from time to time to take such action as the Placement Agent may reasonably request to qualify, if such qualification is necessary, the Bonds for offering and sale as a private placement under the securities laws of such States as the Placement Agent may reasonably request, and the City further agrees to comply with such laws so as to permit such offers and sales; provided, however, the City shall not be required to register as a dealer or a broker of securities or consent to service of process or register as a foreign corporation in any such state. Any applicable filings will be prepared by the Placement Agent or its counsel, whose fees and disbursements in connection therewith shall be for the account of the Placement Agent.

**3. Representations of the Placement Agent.** The Placement Agent represents as follows:

(a) the Placement Agent represents that the Placement Agent has, and will have as of the Closing Date, full power and authority to observe and perform the covenants and agreements set forth in this Agreement; and

(b) the Placement Agent represents that the execution and delivery of this Agreement and compliance by the Placement Agent with the provisions hereof do not and will not constitute a breach of or default under any law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust, bond, note, resolution, agreement or other instrument to which the Placement Agent is a party or by which the Placement Agent is bound.

**4. Reliance.** The City recognizes that, in providing services under this Agreement, the Placement Agent will rely upon and assume the accuracy and completeness of the financial, accounting, tax and other information discussed with or reviewed by the Placement Agent for such purpose, and the Placement Agent does not assume responsibility for the accuracy and completeness thereof. The Placement Agent will have no obligation to conduct any independent evaluation or appraisal of the assets or the liabilities of the City or any other party or to advise or opine on related solvency issues. Nothing in this Agreement is intended to confer upon any other person (including creditors, employees or other constituencies of the City) any rights or remedies hereunder or by reason hereof**.**

**5. Termination.** This Agreement may be terminated by the City or the Placement Agent at any time with or without cause, effective upon receipt of written notice to that effect by the other party.

**6. Notices.** Any notice or other communication to be given to any of the parties to this Agreement may be given by delivering the same in writing as follows: to the City at 300 First Street, Woodland, CA 95695 attention: Kimberly McKinney, Finance Officer; and to the Placement Agent at Piper Jaffray & Co., 8880 Cal Center Drive, Suite 400, Sacramento, CA 95826, attention: Dennis McGuire.

**7. Survival of Representations, Warranties and Agreements.** All of the representations, warranties and agreements of the City contained in this Agreement shall remain operative and in full force and effect regardless of delivery of any payment for the Bonds.

**8. Benefits of Agreement.** This Agreement is made solely for the benefit of the City and the Placement Agent, and no other person shall acquire or have any right hereunder or by virtue hereof.

**9. Counterparts; Facsimile Execution.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement may be executed by facsimile transmission.

**10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Very truly yours,

**PIPER JAFFRAY & CO.**

By: __________________________________
Authorized Representative

**CITY OF WOODLAND**

By: __________________________________
Authorized Representative

Accepted and agreed on January ___, 2014.

## INTEREST RATE LOCK AGREEMENT

This INTEREST RATE LOCK AGREEMENT (this "Agreement"), dated [December , 2013] is by and between the CITY OF WOODLAND, CALIFORNIA COMMUNITY FACILITIES DISTRICT NO. 1 (GIBSON RANCH) ("Issuer"), and COMPASS MORTGAGE CORPORATION, an Alabama corporation, its successors and assigns (collectively, "Purchaser"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Term Sheet (as hereinafter defined).

## RECITALS

WHEREAS, pursuant to the Term Sheet, the Purchaser has outlined the proposed terms and conditions under which Purchaser will purchase bonds of the Issuer (the "Bonds") in the par amount not to exceed [$11,000,000] (the "Par Amount") for the purpose of refunding the Issuer's Special Tax Refunding Bonds, Series 2001,its Special Tax Bonds, Series 2003 and its Special Tax Revenue Bonds, Series 2004; and

WHEREAS, pursuant to this Agreement, Issuer desires that the per annum fixed interest rate for the Bonds (the "Interest Rate") be determined and fixed (a "Rate Lock") by Purchaser as of the Rate Lock Date (as hereinafter defined) in accordance with the terms of this Agreement.

WHEREAS, the Purchaser and the Issuer will enter into definitive documents evidencing the purchase of the Bonds and providing for the terms and conditions thereof (the "Documents"); and

WHEREAS, the Issuer acknowledges and agrees that, notwithstanding Purchaser's entering into and performing under this Agreement, Purchaser shall have no obligation to purchase the Bonds until the Purchaser and Issuer enter into the Documents and all conditions precedent to purchasing the Bonds, as set forth in such Documents, are, in the sole judgment of Purchaser, satisfied.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and other good and valuable consideration, Purchaser and Issuer hereby agree as follows:

**Section 1. Definitions**. For purposes of this Agreement, the following additional terms shall be defined as follows:

(a) **Business Day**. Any day other than a Saturday, a Sunday or a day which banking institutions are authorized by law or other governmental actions to close.

(b) **Break Fee**. The amount, if any, determined by multiplying (a) the difference (but not less than zero) between the yield on a U.S. Treasury (from the Federal Reserve daily H.15 Report) having a maturity closest to the Maturity Date of the Bonds, as of the Rate Lock Date, and the yield on that same U.S. Treasury (from the Federal Reserve daily H.15 Report) as of the Rate Lock Expiration Date, times (b) 50% of the Par Amount, times (c) the term of the proposed Bonds, in years (sample Break Fee calculation is included as Schedule I hereto).

(c) **Closing Date**. The date established for the purchase of the Bonds by the Purchaser from the Issuer.

(d) **Commitment**. The written commitment of the Purchaser to purchase the Bonds of the Issuer substantially based on the terms and conditions set forth in the Term Sheet.

(e) **Maturity Date**. The date established as the maturity date of the Bonds in the Term Sheet and the Documents (September 1, 2025).

(f) **Term Sheet**. The letter and Summary Terms and Conditions, dated December 6, 2013, pursuant to which Purchaser outlines the terms and conditions of the purchase of the Bonds.

(g) **Rate Lock Confirmation**. The Rate Lock Confirmation, in the form attached hereto as Exhibit B, to be completed by Purchaser and delivered to Issuer to confirm the Rate Lock and the terms thereof. The Rate Lock Confirmation shall constitute a part of this Agreement.

(h) **Rate Lock Date**. The date established in the Rate Lock Confirmation for the occurrence of the Rate Lock, which Rate Lock Date shall not occur (i) prior to the delivery of the Commitment by the Purchaser to the Issuer or (ii) not earlier than 30 days prior to the Closing Date.

(i) **Rate Lock Expiration Date**. The date specified by Purchaser in the Rate Lock Confirmation as the date upon which the Rate Lock expires.

(j) **Rate Lock Request**. The Rate Lock Request, in the form attached hereto as Exhibit A, to be executed by Issuer and delivered to Purchaser to initiate the process of establishing a Rate Lock. The Rate Lock Request shall constitute a part of this Agreement.

**Section 2. Establishment of Interest Rate**. Issuer may request a Rate Lock by completing, executing and delivering (by e-mail or facsimile transmission) a Rate Lock Request to Purchaser. Upon Purchaser's receipt of a Rate Lock Request, Purchaser shall, on the Business Day so received (or if received on a day which is not a Business Day, on the next succeeding Business Day), promptly undertake such actions as are necessary to fix and set the Interest Rate for the Bonds.

Purchaser shall deliver the Rate Lock Confirmation to Issuer (by e-mail or facsimile transmission) setting forth: (i) the Interest Rate established, which, subject to the provisions of this Agreement, shall then be the Interest Rate for the Bonds; (ii) the Rate Lock Date; and (iii) the Rate Lock Expiration Date.

**Section 3. Break Fee Payment**. If the purchase of the Bonds does not close on or before the Rate Lock Expiration Date, the Issuer shall and hereby agrees to promptly pay to

Purchaser the Break Fee, but in no event shall such fee be paid later than five (5) Business Days after the Rate Lock Expiration Date. If the Issuer requests the Purchaser extend the Rate Lock Expiration Date, and if the Rate Lock Expiration Date is so extended by the Purchaser, in its sole discretion, Issuer agrees to pay Purchaser upon demand any Break Fees applicable to any extension of the Rate Lock Expiration Date.

**Section 4.** **Compliance With Documents**. Issuer acknowledges that nothing in this Agreement shall: (a) modify the terms of the Term Sheet or (b) affect Issuer's obligations under the Documents.

**Section 5.** **Applicable Law**. This Agreement will be governed by the laws of the State of Colorado applied without regard to any conflict of law provisions.

**Section 6.** **Assignment**. Issuer shall not assign this Agreement or any right hereunder.

**Section 7.** **Headings**. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**Section 8.** **Waiver**. The waiver of any terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such on any future occasions.

**Section 9.** **Severability**. In the event any provision of this Agreement is deemed illegal or unenforceable, the same shall be struck here from and all other provisions shall remain valid and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Interest Rate Lock Agreement with an effective date of [December , 2013].

**ISSUER:**

CITY OF WOODLAND, CALIFORNIA
COMMUNITY FACILITIES DISTRICT NO. 1
(GIBSON RANCH)

By: ______________________________
Name: ____________________________
Title: ____________________________

**PURCHASER:**

COMPASS MORTGAGE CORPORATION,
an Alabama corporation

By: ______________________________
Name: ____________________________
Title: ____________________________

[Signature Page to Interest Rate Lock Agreement]

**EXHIBIT A**

**RATE LOCK REQUEST**

[December , 2013]

Compass Mortgage Corporation
Municipal Finance Group
999 18th Street
Suite 2800
Denver, CO 80202

Pursuant to the Interest Rate Lock Agreement (the "Agreement"), dated as of [December , 2013], entered into by and between CITY OF WOODLAND, CALIFORNIA COMMUNITY FACILITIES DISTRICT NO. 1 (GIBSON RANCH) ("Issuer") and COMPASS MORTGAGE CORPORATION, an Alabama corporation ("Purchaser"), Issuer hereby requests that Purchaser lock the Interest Rate, as of the date hereof, at a rate equal to [ ]% per annum.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement. Issuer hereby acknowledges and agrees that upon delivery of this Rate Lock Request to Purchaser, the Issuer shall be liable to Purchaser for the payment of any Break Fees, as provided in the Agreement.

[SIGNATURE PAGE FOLLOWS]

**ISSUER:**

CITY OF WOODLAND, CALIFORNIA
COMMUNITY FACILITIES DISTRICT NO. 1
(GIBSON RANCH)

By: ______________________________
Name: ____________________________
Title: _____________________________

**PURCHASER**:

COMPASS MORTGAGE CORPORATION,
an Alabama corporation

By: ______________________________
Name: ____________________________
Title: _____________________________

[Signature Page to Rate Lock Request]

**EXHIBIT B**
**RATE LOCK CONFIRMATION**

[December __, 2013]

City of Woodland, California Community Facilities District No. 1 (Gibson Ranch)
[Need address]
Attn: [Need name of Authorized Person]

Dear [Authorized Person]:

Pursuant to (a) the Interest Rate Lock Agreement (the "Agreement"), dated as of [December , 2013], entered into by and between CITY OF WOODLAND, CALIFORNIA COMMUNITY FACILITIES DISTRICT NO. 1 (GIBSON RANCH) ("Issuer") and COMPASS MORTGAGE CORPORATION, an Alabama corporation ("Purchaser") and (b) the Issuer's Rate Lock Request, dated [December , 2013], the Purchaser hereby confirms the Rate Lock established this day on the terms specified below:

| | |
|---|---|
| Interest Rate: | [ ] per annum |
| Rate Lock Date: | [December ___, 2013] |
| Par Amount: | [$11,000,000.00] |
| Rate Lock Expiration Date: | [ ] |
| Closing Date: | On or before [ ] |

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement. Issuer acknowledges that this Rate Lock Confirmation is subject to all terms and conditions of the Agreement.

COMPASS MORTGAGE CORPORATION,
an Alabama corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

## SCHEDULE I

## SAMPLE BREAK FEE CALCULATION

If treasury rates are equal or higher, the customer will incur no charge. The Federal Reserve H.15 report for treasury rates can be accessed from the Fed's website currently @ <**http://www.federalreserve.gov/releases/h15/current/default.htm**>.

<u>Example of Break Funding Calculation</u>:
Anticipated Bond amount at origination: $11,000,000
Final maturity: 12 years
Amount Remaining at Maturity: $0.0
Assumed 12-year US Treasury Rate at time of rate lock: 2.50%

Scenario: 15 days prior to closing and funding, the Issuer elects to not enter into the financing after previously locking the rate. The 12-year Treasury rate at the time of notification is 2.45%.

Prepayment Fee Calculation:
Annual Yield Differential = 5 bps (2.50% - 2.45%)
Percent Being Prepaid = 100%
50% of the Par Amount = $5,500,000
Days to Maturity / 360 = 12.17 ((12 x 365)/360)
**Break Funding Fee = .0005 * 100% * $5.500 million * 12.17 = $33,467.50**

"Force Majeure Event" means acts of God; acts of public enemies; orders of any kind of the government of the United States of America or the State of California or any political subdivision thereof, or any of their departments, agencies or officials; any outbreak of civil or military insurrections, riots or epidemics; landslides; lightning; earthquake; fire; hurricanes; tornadoes; floods; or any other cause or event not insurable or reasonably within the control of Borrower which makes Borrower unable to consummate the Financing or perform its obligations thereunder.