300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, October 7, 2014 | **6:00 PM** | **Council Chambers**

CITY COUNCIL
CLOSED SESSION AGENDA
OCTOBER 7, 2014
5:30 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 Conference with Labor Negotiators, Pursuant to Government Code Section 54957.
Agency Designated Representatives: Paul Navazio
Employee Organization(s): Confidential Unit/Executive Management

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
OCTOBER 7, 2014
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.

14-405 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

F. COMMITTEE REPORTS

14-386 SUBJECT: Commission on Aging Meeting Minutes for July 10, 2014

Recommendation for Action: Staff recommends that the City Council receive the July 10, 2014 Commission on Aging Minutes that were approved on September 11, 2014.

Attachments: 071014 Minutes

14-396 SUBJECT: Parks & Recreation Commission Meeting Minutes for July 28, 2014

Recommendation for Action: Staff recommends that the City Council receive the July 28, 2014 Parks & Recreation Commission Minutes that were approved on September 22, 2014.

Attachments: 72814 PRC Minutes

G. MINUTES

14-411 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of August 19, 2014.

Attachments: 09_02_14_DRAFT_Meeting_Minutes_for_approval

09_16_14_DRAFT_Meeting_Minutes_for_approval

H. PRESENTATIONS

1. 14-393 SUBJECT: Proclaim October, 2014 as Community Planning Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming the month of October, 2014 as Community Planning Month.

Attachments: COMMUNITY PLANNING MONTH PROCLAMATION (2)

2. 14-415 SUBJECT: Fourth and Hope Presentation

Recommendation for Action: Staff recommends that the City Council receive a presentation from Fourth and Hope.

I. CONSENT CALENDAR

3. 14-357 SUBJECT: Final Acceptance and Notice of Completion for the Oak Avenue Sewer Rehabilitation, CIP 14-21

Recommendation for Action: Staff recommends that the City Council accept the Oak Avenue Sewer Rehabilitation, CIP 14-21 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

4. 14-389 SUBJECT: Final Acceptance and Notice of Completion for the 2013/2014 ADA Improvements, CIP #14-05

Recommendation for Action: Staff recommends that the City Council accept as complete the contract with RSC General & Engineering, Inc. for work on the 2013/2014 ADA Improvements and authorize the City Clerk to file a Notice of Completion.

5. 14-359 SUBJECT: Contract Award - FY2014/15 Annual Cyclical Tree Pruning

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _______ authorizing the City Manager to execute the FY2014/15 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $150,000.

Attachments: Tree Pruning Resolution

6. 14-369 SUBJECT: Approve Temporary Construction Easement Agreement with M.B. Beeman Family Trust for Water Transmission Line East, CIP 11-14

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____ approving a Temporary Construction Easement Agreement (Agreement) with the M.B. Beeman Family Trust for construction of the Water Transmission Line East, CIP 11-14, and authorize the City Manager to sign the Agreement...body

Attachments: Resolution for Beeman TCE 09082014

7. 14-382 SUBJECT: Carry over of $154,451 from the 2013/2014 Water Fund to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____authorizing the City Manager to re-appropriate $154,451 from the FY 13/14 Water Distribution Program savings to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Attachments: Carry over 15-15 resolution

8. 14-392 SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of Laughton Properties as the new management agent for the Leisureville Community Association (LCA).

Attachments: Management Agreement

Laughton Background Information

9. 14-364 SUBJECT: Approval of Subrecipient Agreements for Yolo Wayfarer Center Funded Through 2013 Continuum of Care Program Grant

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute two subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through 2013 Continuum of Care (CoC) Program grants in the amounts of $23,806 and $24,007 and authorizes the Finance Officer to amend the budget as necessary.

Attachments: CC Reso Subrecip Agmnt 7Oct14

Subrecipient Agreement - Individuals 7Oct14

Subrecipient Agreement - Families 7Oct14

Agreement HUD Individuals

Agreement HUD Families

10. 14-401 SUBJECT: Purchase of Six Replacement Police Patrol Vehicles

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the purchase of six (6) Ford Interceptor Utility vehicles for Police patrol operations under State of California contract number 1-12-23-14.

Attachments: Folsom Ford Quote

Resolution for PD Patrol Vehicles Purchase

1-12-23-14_Supplement_1

11. 14-410 SUBJECT: Fire Apparatus Lease Purchase Agreement with Oshkosh Capital

Recommendation for Action: Staff recommends that the City approve Resolution No. _____ to authorize the City Manager to execute a Master Lease-Purchase Agreement with Oshkosh Capital for lease of three fire apparatus in an amount not to exceed $1.14 million principal costs.

Attachments: Fire Apparatus Lease Resolution

12. 14-388 SUBJECT: Second Reading - Home Occupations Ordinance Amendment to Allow Cottage Food Operations in Residential Areas

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1569 amending the City's Home Occupations Ordinance to allow Cottage Food Operations in residential areas. The proposed Ordinance will amend Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance), 25-4-10 (Residential Land Use, Table 1) and 25-4-20 (Special Conditions) of the Woodland Municipal Code.

Attachments: Att 1_Ex A, B, C_Home Occupations Ordinance Amendment

Att 2_Cottage Food Operations Fact Sheet

13. 14-403 SUBJECT: Second Reading - Rescission of Woodland Gateway Phase II Project Approvals

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

(1) Adopt Ordinance No. 1570, Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and

(2) Adopt Ordinance No. 1571, Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1)

Attachments: WOODLAND GATEWAY II_ Ordinance Setting Aside DA Approval

WOODLAND GATEWAY II_ Ordinance Setting Aside Prezoning

14. 14-399 SUBJECT: Treasurer's Investment Report Quarter Ending June 30, 2014

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2014.

Attachments: Investment Report June 30, 2014

J. REPORTS OF THE CITY MANAGER

15. 14-407 SUBJECT: Appointment of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider and appoint collectively the members to the Commission on Aging, Parks and Recreation Commission and the Library Board as recommended by Mayor Stallard and Mayor Pro Tem Marble.

Attachments: B&C Applications

16. 14-397 SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action: Staff recommends that the City Council appoint a new Nominating Committee at the October 7 regular City Council meeting for the 2015 Community Service Awards.

17. 14-391 SUBJECT: Spring Lake First Release Oversizing Reimbursement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to distribute reimbursement of available funds to first release developers, and appropriating $6,747,300 in the FY2014/15 budget for reimbursements.

Attachments: Reso Spring Lake Reconciliation Appropriation

Draft - Spring Lake Infrastructure Fee Reconciliation Update - Discussion Table:

18. 14-400 SUBJECT: Department of Defense Excess Property (1033) Program

Recommendation for Action: Staff recommends that the City Council receive this informational report on the city's participation in the Department of Defense Excess Property (1033) Program. As an informational report, no Council additional action is needed.

19. 14-406 SUBJECT: Consideration of City Position on Proposition 1 - State Water Bond

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ in support of Proposition 1, State Water Bond, appearing on the November 4, 2014 ballot.

Attachments: Prop 1 Resolution

Prop 1 Attachment

20. 14-398 SUBJECT: Consideration of City Position on Proposition 47 - The Safe Neighborhoods and Schools Act

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ opposing Proposition 47 appearing on the November 4, 2014 ballot

Attachments: Resolution - proposition 47

Summary of Selected Provisions of Proposition 47.docx

Prop 47 text

K. 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 October 7, 2014 was posted on October 3, 2014 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.

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-405 **Version:** 1	**Name:**	Long Range Calendar
Type:	Report of the City Manager	**Status:**	Agenda Ready
File created:	9/30/2014	**In control:**	City Council
On agenda:	10/7/2014	**Final action:**	
Title:	SUBJECT: Long Range Calendar 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		

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014
SUBJECT: Long Range Calendar

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

Staff Contact

Ana Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

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 items.

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment

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

OCTOBER 21ST | **REGULAR MEETING** | **REPORTS DUE 10/7**

Consent
Sewer System Master Plan FY14 Internal Audit
Final Acceptance and Notice of Completion for Safe Routes to School, CIP #13-06
Final Acceptance and Notice of Completion for 2014 Road Maintenance Project, CIP #14-14
Southwest Tank acceptance, CIP #08-33
CDD Quarterly Status Report 3rd Quarter 2014
Approval of agreement with Browns Corner LLC
Contract Award for Douglass Junior High Sewer Realignment Project CIP #08-21
CDBG Owner-Occupied Rehabilitation Loan
Conflict of Interest Code
FY 2014/15 – First Quarter Budget Update
Award Purchase and Installment of Playground Equipment – City Park (14-372)
Award Purchase and Installment of Playground Equipment – Crawford Park (14-394)

Regular Reports
Kentucky Ave Widening Project, CIP 04-07, Approve Environmental Document
Follow-up City Council Goals – 2014- 2016
Measure J Follow-up

NOVEMBER 4TH | **REGULAR MEETING** | **REPORTS DUE 10/21**

Minutes
Council Minutes for October 7th and October 21st

Consent
Cal West
Settlement agreement and DA Amendment for Beeghly Development Agreement
Contract Award for East Kentucky Ave. Sewer Rehabilitation Project
Award Construction Contract for West Transmission Main, CIP 12-05
Final Acceptance and Notice of Completion for 2014 E Kentucky Rehabilitation Project, CIP 10-07

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
County food waste composting proposal
Purchase Contract – Recycled Water
Local Tobacco License
Council Direction on Preferred General Plan Land Use Scenario
Solar Project PPA - Oct/Nov

FUTURE STUDY SESSIONS (TBD):
Lower Cache Creek Flood Control Feasibility Study
Update Economic Development Strategic Plan
Budget Workshop – Long-range Planning (Spring)

Updated 10/3/14

300 First Street
Woodland, CA 95695

City of Woodland

City of Woodland

Legislation Details (With Text)

File #:	14-386	Version: 1	Name:	
Type:	Minutes		Status:	Agenda Ready
File created:	9/15/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	
Title:	SUBJECT: Commission on Aging Meeting Minutes for July 10, 2014 Recommendation for Action: Staff recommends that the City Council receive the July 10, 2014 Commission on Aging Minutes that were approved on September 11, 2014.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	071014 Minutes			

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014
SUBJECT: Commission on Aging Meeting Minutes for July 10, 2014

Recommendation for Action : Staff recommends that the City Council receive the July 10, 2014 Commission on Aging Minutes that were approved on September 11, 2014.

Staff Contact

Kris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the Ju1y 10, 2014 Commission on Aging Minutes that were approved on September 11, 2014.

Prepared by: Kris Bain, Community Services Program Manager

Paul Navazio, City Manager

Attachment: July 10, 2014 Commission on Aging Meeting Minutes

Commission on Aging

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

Regular Meeting Minutes

July 10, 2014

Call to Order

Meeting convened at 3:18 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Garman presiding.

Roll Call

Commissioners Present:	Garman, Campbell, Overholt, Sanborn
Absent:	Wright
Staff:	Bain
Guest:	

Pledge of Allegiance

Communications-Public Comment
None

Minutes

Commissioner Campbell made the motion to accept the minutes of June 12, 2014 as written, Commissioner Sanborn seconded the motion. 4/0

Regular Calendar

<u>Senior Resource Fair May 28, 2014</u>
Item was removed and added to September 11, 2014 meeting.

<u>Senior Center Inc. Representative</u>
Commissioner Sanborn will represent the Commission at SCI meetings, as she is a board member of SCI.

<u>Workplan 2014</u>
Item tabled until September meeting.

<u>Workplan 2015</u>
Item tabled until September meeting.

<u>Speaker Series</u>

Report of the Staff

<u>Senior Center Report</u>
Bain provided a status report for Teens Helping Seniors with 30 program participants and program continues to seek more senior job requests. Bain also reported about two new volunteers who can assist seniors with technical assistance through the end of the summer. Volunteer, Maddison Echoo is performing one-on-one Tech Help for seniors on Fridays for iPhones, iPads, tablets, and other smart devices. A follow up on this service will be provided at the next meeting. Bain also noted the results of the Senior Enjoyment Survey. Many comments provided were useful and will be used for future programming or recommended changes for facilities. Commissioners Campbell and Sanborn noted the complaints were about the parking at the facility and the temperature of the rooms.

Business Items for Next Meeting
Senior Resource Fair
2014 Workplan
2015 Workplan
Speaker Series
Technology Topics

Next Meeting Date September 11, 2014

Adjourn

Commissioner Campbell made the motion to adjourn the meeting at 4:23 p.m., Commissioner Sanborn seconded the motion, and motion carried 4/0.

Respectfully submitted,

Kris Bain, Community Service Program Manager
Community Services Department

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-396	Version: 1	Name:		
Type:	Minutes		Status:	Agenda Ready	
File created:	9/23/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		
Title:	SUBJECT:	Parks & Recreation Commission Meeting Minutes for July 28, 2014			

Recommendation for Action: Staff recommends that the City Council receive the July 28, 2014 Parks & Recreation Commission Minutes that were approved on September 22, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: 72814 PRC Minutes

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Parks & Recreation Commission Meeting Minutes for July 28, 2014

Recommendation for Action : Staff recommends that the City Council receive the July 28, 2014 Parks & Recreation Commission Minutes that were approved on September 22, 2014.

Staff Contact

Kris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the July 28, 2014 Parks & Recreation Commission Minutes that were approved on September 22, 2014.

Prepared by: Kris Bain
Community Services Program Manager

Paul Navazio, City Manager

Attachment: July 28, 2014 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, July 28, 2014

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 6:31 p.m. on Monday, July 28, 2014 at the Woodland City Hall Council Chambers.

Roll Call

Commission Members Present:	Chair Jesse Salinas Vice Chair Enrique Fernandez Commissioner Joe Romero Commissioner Jon-Paul Valcarenghi Commissioner Carla White-Snyder
Commission Member Absent:	Commissioner Ruben Morales Jr.
Staff Present:	CS Director Christine Engel CS Manager Kris Bain PW Deputy Director Rob Sanders

Pledge of Allegiance

Public Comment

Sheri Mannering addressed the Commission in regards to the reduced softball league participation. She first came to the Commission in April with concerns, and she is back with additional concerns. Decline in participation is of significant concern. Staff and team managers need to be treated better and the program needs to be managed ethically. Should consider surveying teams that participate in softball.

Martin De La Cruz has played softball for 29 years and has seen a lot of changes. Sometimes the scoreboard in one of the fields does not work. Would like to take feedback from others on improving the program and would like to bring this information back to the Commission. Commissioner Valcarenghi indicated that he welcomes the feedback at the commission from the informal survey he does, but it would be best for him to share this information with the staff. Mr. De La Cruz indicated that the scoreboard problem is a new one, and not the one he previously informed staff/the commission about (that problem was corrected). Commissioner Valcarenghi asked for an update on the scoreboard for Field D at the next meeting (Martin indicated it was the timer that was not working). Staff and commission discussed surveying softball teams.

Communication-Commission/Staff Statements and Requests

Committee Reports

- Urban Forest Committee-Review of Street Tree List: Commissioner Romero and Valcarenghi met with Rob Sanders and Westley Schroeder to discuss the master tree list. The consensus is that the list is generally in its final form (the content that is present is necessary). The list will be added into the CDD design standards at which time it will be provided to the Commission.

Consent Calendar (Items)

Adopt the Minutes of the Commission Meeting of May 19, 2014

Action: Fernandez Moved/ Valcarenghi seconded

Motion carried by the following roll call vote:

Ayes: Salinas, White-Snyder, Romero

Noes: none

Other Business

- **FY 2015 Workplan:** Commissioners discussed the 2015 Workplan. Discussed the need to review the committee assignment for the fitness initiative and decide if three commissioners are appropriate. This will be discussed at the next meeting. Rexpo, Movies on Main Street, and 4th of July surveys were completed. Need to consolidate the results of all three surveys. Motion to approve work plan was made by Fernandez, Seconded by White-Snyder. All in favor.

- **Fitness Initiative:** Engel shared that the Fitness Initiative committee is anticipating the first citywide 30-day fitness challenge to occur in the month of November. The challenge includes participants keeping track of their physical activity in addition to completing personal enrichment activities, such as meeting a new neighbor. The City is partnering with Dignity Health, Woodland Joint Unified School District, Yolo County, YMCA, and Cross Court Athletic Club. More information on the 30-day challenge will be shared at future meetings.

- **4th of July Survey:** Commissioner Fernandez shared the survey results from the surveys that were conducted at some of the 4th of July events. 109 individuals were surveyed at the bike parade and fireworks show. Individuals were surveyed on attendance at previous 4th of July events and other City of Woodland events. Most that were surveyed that attended the fireworks show were veteran attendees. The survey results were included in the commission packet. Commission discussed having another focus group meeting with those that identified they would like to participate during the 4th of July survey. This meeting would be held in August. The program evaluation committee will set the details for this meeting. Need to stay engaged with the original focus group, but have this meeting with the new focus group. Commissioner Valcarenghi stated within the next few weeks it would be helpful to meet with the new focus group.

- **Measure J Possible Youth Recreation Programs:** Engel asked the Commission to share their thoughts on possible youth recreation programs that could be implemented with Measure J monies. She stated that a proposed Measure J spending plan will be taken to the City Council for consideration in mid-September. Commissioners will provide input via the focus group meeting that will be held in August. Commission discussed the desire to have programs for young children (as identified by focus group), programs for low income youth , possible free breakfast and lunch programs during the summer, and programs at individual parks.

<u>**Reports of the Staff**</u>

Community Services Report

Engel reported that the department finished the fiscal year with funds remaining and that revenues collected exceeded the FY projections. Engel stated that there were some issues related to the budget for personnel expenses and when taking that issue into consideration the department did not expend all budgeted funds. Engel also stated that summer programming was in its final weeks.

Action: Received

Parks Report

Sanders described the new play ground equipment that was installed at Pioneer Park; he has received positive feedback from parents. Overhead structures at Pioneer were painted and lighting was improved. Council approved the funding for the tot playground at Crawford Park. Sanders will work with neighbors to decide what type of structure should be installed. City Park will also be receiving new playground equipment using grant funds. Commission would like to

review the financing needs for Hiddleson. Trees have been removed along County Road 98 due to the adjacent property experiencing damage. Salinas had questions related to the budget for the new fiscal year. Sanders explained that some budgets were combined. White-Snyder suggested that a budget total be added and a footnote included stating why there was what appeared to be a large increase (when in fact there was not).
Action: Received

Next Meeting September 22, 2014

Adjourn 8:35 p.m.
Action: Fernandez Moved/ Romero Seconded to adjourn the meeting.
Motion carried by the following roll call vote:
Ayes: Salinas, Valcarenghi, White-Snyder, Fernandez, Romero
Noes: none

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Details (With Text)

File #:	14-411	Version:	1	Name:	Council Meeting Minutes
Type:	Minutes			Status:	Agenda Ready
File created:	10/2/2014			In control:	City Council
On agenda:	10/7/2014			Final action:	
Title:	SUBJECT:	Council Meeting Minutes			

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of August 19, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: 09_02_14_DRAFT_Meeting_Minutes_for_approval
09_16_14_DRAFT_Meeting_Minutes_for_approval

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Council Meeting Minutes

Recommendation for Action : Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting and Joint Special City Council/Successor Agency meeting of September 2, 2014 and the Joint Regular City Council/Woodland Finance Authority/Successor Agency meeting of September 16, 2014.

Staff Contact

Ana Gonzalez, City Clerk - 530-661-5806, ana.gonzalez@cityofwoodland.org

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - DRAFT - For Approval

Tuesday, September 2, 2014

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION AGENDA
SEPTEMBER 2, 2014
5:45 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 Conference with Labor Negotiators, Pursuant to Government Code Section 54957.
Agency Designated Representatives: Paul Navazio
Employee Organization(s): Confidential Unit

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
SEPTEMBER 2, 2014
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Council Member Jim Hilliard, Council Member Sean Denny, Council Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William Marble

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

Michael Cecil spoke regarding old Chevron on CR 102 (Circle K and 76) on Andrew Stephens Hwy. No u-turn or left turn there. Mayor Stallard referred this item to staff. Anthony Virk also spoke on this item. Asked City to re-consider a u-turn. City Manager Paul Navazio said it's likely that this item will be agendized at a future date.

Douglas Reed spoke regarding Leadership.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

Mayor Stallard reported that Fourth and Hope Board of Directors has terminated their contract with the Housing Authority. He hopes to have a report in the future, to the Council, from the leadership at Fourth and Hope as to their decision to terminate contract.

14-345 SUBJECT: Long Range Calendar

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

Mayor Pro Tem Marble addressed the Council regarding Proposition 46. He said the League of California Cities adopted a position to oppose Prop 46 and would like to have staff agendize an item on a future agenda and take a position.

F. MINUTES

Council received a revised set of minutes for the August 19, 2014 Council meeting. On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted the revised set of minutes for the Joint Regular City Council/Woodland Finance Authority meeting of August 19, 2014.

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

14-349 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of August 19, 2014.

G. PRESENTATIONS

On a motion by Council Member Denny, seconded by Council Member Marble and carried unanimously, Council Members adopted the Proclamation Declaring September 2014 as Adult Literacy Awareness Month.

1. 14-294 SUBJECT: Proclamation Declaring September 2014 as Adult Literacy Awareness Month

Recommendation for Action: Staff recommends that the City Council proclaim September 2014 as Adult Literacy Awareness Month.

H. CONSENT CALENDAR

Council Member Hilliard requested that Item No. 2 on the Consent Calendar be pulled for discussion.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Consent Calendar Items No. 3 through 6 were approved.

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

3. 14-325 SUBJECT: Second Reading of Ordinance 1568 Amending Chapter 23 of the Woodland Municipal Code pertaining to Section 23-92

Woodland Visitor Attraction District Annual Assessment Computation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1568, increasing the Woodland Visitor Attraction District Annual Assessment from 1% to 1.5% annually.

The second reading of Ordinance No. 1568, Amending Chapter 23 of the woodland Municipal Code pertaining to Section 23-92 Woodland Visitor Attraction District Annual Assessment Computation was approved.

4. 14-338 SUBJECT: Approval of Subrecipient Agreement with the Yolo Wayfarer Center for 2012 Reallocation Permanent Supportive Housing Grant funded through the Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2012 Continuum of Care (CoC) Program grant in the amount of $14,803 and authorizes the Finance Officer to amend the budget as necessary.

Resolution No. 6315, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR A CONTINUUMM OF CARE PROGRAM GRANT (2012 REALLOCATION PSH GRANT) was approved.

5. 14-352 SUBJECT: League of California Cities 2014 Annual Conference - Resolutions for Consideration

Recommendation for Action: Staff recommends that the City Council authorize Council Member Jim Hilliard, voting delegate, to take action on one resolution being considered by the League of California Cities at the Annual Conference to be held on September 3 -5, 2014.

Council Members authorized Council Member Hilliard, voting delegate, to take action on one resolution being considered by the Leage of California Cities at the Annual Conference to be held on September 3-5, 2014.

6. 14-351 SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action
Staff recommends that the City Council appoint a new Nominating Committee at the September 16, 2014 regular City Council meeting for the 2015 Community Service Awards.

This Consent Item(s) was approved on the Consent Agenda.

2. 14-315 SUBJECT: Award Construction Contract for Community Senior Center Generator Project, CIP 13-07

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of $167,870 to Cabar Electric for the Community Senior Center Generator Project, CIP 13-07 and a 15% contingency in the amount of $25,181 and (2) increase the project budget by $45,000 for a total project budget of $220,000.

Doug Reed spoke on this item.

City Engineer Brent Meyer and Public Works Deputy Director Rob Sanders gave a brief summary of the report to Council regarding Item No. 2.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Resolution No. 6314, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH CABAR ELECTRIC FOR THE COMMUNITY AND SENIOR CENTER EMERGENCY GENERATOR PROJECT CIP 13-07 AND INCREASING THE PROJECT BUDGET BY $45,000 related to Consent Calendar Item N. 2 was approved.

I. REPORTS OF THE CITY MANAGER

7. 14-342 SUBJECT: East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; Authorize Budget Adjustment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing an increase to the project of $40,561 in Transportation Grant funding and a corresponding reduction of Measure E funding pending funding allocation by the Federal Highway Administration.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously the City Council adopted Resolution No. 6316, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A BUDGET ADJUSTMENT FOR THE EAST KENTUCKY AVENUE PROJECT CIP 10-07.

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

8. 14-334 SUBJECT: Authorize the City Manager to Execute an Amendment to the CalHFA HELP loan No. HELP-020604-11

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to execute an Amendment to the California Housing Finance Agency (CalHFA) Housing Enabled by Local Partnerships (HELP) loan No. HELP-020604-11 by and between the Woodland Successor Agency and CalHFA.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 14-06-SA, RESOLUTION OF THE SUCCESSOR AGENCY TO THE WOODLAND REDEVELOPMENT AGENCY BOARD APPROVING AN AMENDMENT TO LOAN AGREEMENT WITH CALIFORNIA HOUSING FINANCE AGENCY AND AUTHORIZING THE EXTENSIONOF THE HELP LOAN MADE TO HERITAGE OAKS, L.P. FOR THE HERITAGE OAKS APARTMENTS PROJECT.

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

9. 14-340 SUBJECT: Update on City's Youth Gang Prevention and Intervention Program (YGRIP) and Authorization to Submit a CalGRIP Grant Application for the FY14/15 Funding Cycle

Recommendation for Action: Staff recommends that the City Council:
1) Receive a presentation from Ben Flores, Coordinator of the city's YGRIP Initiative, and
2) Adopt Resolution No. _____, authorizing the City to submit a CalGRIP grant application for the FY14/15 funding cycle, in an amount not to exceed $350,000 per year.

On a motion by Council Member Barajas, seconded by Council Member Hilliard and carried unanimously, Council Members received a presentation from Ben Flores, Coordinator of the city's YGRIP Initiative and adopted Resolution No. 6317, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPLICATION FOR THE FY14/15 CALGRIP GRANT.

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

J. ADJOURNED AT 7:20PM

Respectfully submitted,

Ana B. Gonzalez
City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - DRAFT - For Approval

Tuesday, September 16, 2014

6:00 PM

Council Chambers

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY/SUCCESSOR AGENCY
SEPTEMBER 16, 2014
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 4 - Council Member Jim Hilliard, Council Member Sean Denny, Council Member Angel Barajas and Mayor Tom Stallard

Absent: 1 - Mayor Pro Tem William Marble

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Sam Blanco.

D. COMMUNICATIONS-PUBLIC COMMENT

Julie Blacklock, Sam Blanco, Maria Armstrong and Joe Romero spoke in support of Measure S and T.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

Mayor Tom Stallard asked that Council Members look over the photos that were taken on the Historical Fire Truck and if they wish a more formal photo in suits that can be arranged at the first meeting in October.

City Manager Paul Navazio notified the Council Members that representatives from Fourth and Hope will be at the next Council meeting and also

14-378 SUBJECT: Long Range Calendar

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

City Manager Paul Navazio updated the Council Members on two items related to the Long Range Calendar.

Council Member Hilliard mentioned the Prop 1 State Water Bond and an item will be agendized on the next Council meeting for consideration of a position from the City.

Mayor Stallard indicated that he wanted a presentation from representatives of Fourth and Hope regarding their decision to terminate their contract with the Housing Authority. This item is also scheduled for the next Council meeting.

COMMITTEE REPORTS

Recommendation that Council Members receive the May 19, 2014 Parks & Recreation Commission minutes and file.

14-311 SUBJECT: Parks & Recreation Commission Meeting Minutes for May 19, 2014

Recommendation for Action: Staff recommends that the City Council receive the May 19, 2014 Parks & Recreation Commission Minutes that were approved on July 28, 2014.

F. PRESENTATIONS

Council Members adopted the presentations as follows:

Proclamation in Support of Prostate Cancer Awareness Month by the following vote:
Ayes: Denny, Hillliard and Barajas
Abstain: Stallard
Absent: Marble

Proclamation declaring October 5-11, 2014 as Fire Prevention Week by the following vote:
Ayes: Denny, Hilliard, Barajas and Stallard
Noes: None
Absent: Marble

1. 14-379 SUBJECT: Proclamation of Support Prostate Cancer Awareness Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2014, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

2. 14-341 SUBJECT: Proclaim October 5-11, 2014 as Fire Prevention Week

Recommendation for Action: Staff recommends that the City Council join the National Fire Protection Association in proclaiming October 5-11, 2014 as Fire Prevention Week.

G. CONSENT CALENDAR

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 8.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

3. 14-368 SUBJECT: Public Works Quarterly Status Report for the period of June through August 2014

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

This Consent Item(s) was approved on the Consent Agenda.

4. 14-361 SUBJECT: Approval of Draft 2013-14 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Recommendation for Action: Staff recommends that the City Council approve the Draft 2013-14 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

This Consent Item(s) was approved on the Consent Agenda

5. 14-362 SUBJECT: Approval of Revised Repayment Terms for Community Development Block Grant Owner-Occupied Rehabilitation Loan

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

1. Approve a revision to the repayment terms for the Community Development Block Grant (CDBG) owner-occupied rehabilitation loan provided to the property owner of APN 066-123-016 by deferring repayment until sale or death, whichever occurs first.

2. Authorize the City Manager to execute any and all documents needed for the City to revise the repayment terms for the CDBG owner-occupied rehabilitation loan.

This Consent Item(s) was approved on the Consent Agenda

6. 14-363 SUBJECT: Carry-Over of FY2013/14 Unencumbered Appropriations

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the carry-over of unencumbered appropriations from fiscal year 2013/14 to 2014/15 totaling $548,847. These funds represent appropriations provided in the FY2013/14 budget for specific projects in support of departmental programs that were not completed last fiscal year. These funds are proposed to be re-appropriated for expenditure as amendments to the FY2014/15 budget.

This Consent Item(s) was approved on the Consent Agenda. Resolution No.

6318, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2014-2015 ANNUAL BUDGET.

7. 14-376 SUBJECT: Senior Associate Civil Engineer Job Description

Recommendation for Action: Staff recommends that the City Council approve the new Senior Associate Civil Engineer Job Description at Range 134.

This Consent Item(s) was approved on the Consent Agenda

8. 14-358 SUBJECT: FY2014/15 contract with the Yolo Emergency Communications Agency

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____ authorizing the City Manager to execute the FY2014/15 contract for dispatch services with the Yolo Emergency Communications Agency.

This Consent Item(s) was approved on the Consent Agenda. Resolution No. 6319, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY15 CONTRACT WITH THE YOLO EMERGENCY COMMUNICATION AGENCY IN THE AMOUNT OF $1,726,460.

H. SUCCESSOR AGENCY REGULAR REPORTS

9. 14-370 SUBJECT: Consideration of approval of Recognized Obligation Payment Schedule for the period of January 2015 through June 2015, pursuant to Health and Safety Cody Section 34177

Recommendation for Action: It is recommended that the Successor Agency adopt Resolution No. _____ approving and adopting the Recognized Obligation Payment Schedule (“ROPS”) covering the period of January 1, 2015 through June 30, 2015.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Successor Agency Resolution No. 14-07-SA, RESOLUTION OF THE SUCCESSOR AGENCY TO THE WOODLAND REDEVELOPMENT AGENCY APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(l)(2)(A) AND (B).

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

10. 14-373 SUBJECT: Consideration of Resolution No. _____ approving a proposed administrative budget for the period of January 1, 2015 through June 30, 2015, pursuant to Health and Safety Code Section 34177 (j)

Recommendation for Action: It is recommended that the Successor Agency adopt Resolution No. _____ approving and adopting the proposed Administrative Budget pursuant to Health and Safety Code Section 34177 (j).

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted Successor Agency Resolution No. 14-08-SA, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED WOODLAND REDEVELOPMENT AGENCY APPROVING AND ADOPTING A PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2015 THROUGH JUNE 30 2015, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j).

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

I. PUBLIC HEARINGS

11. 14-377 SUBJECT: Rescission of Woodland Gateway Phase II Project Approvals

Recommendation for Action: Staff recommends the City Council take the following Actions:

(1) Conduct a public hearing; and

(2) Approve Resolution No. _____ Setting Aside the Certification of the Environmental Impact Report, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program and General Plan Amendments and an Application for Annexation Related to the Woodland Gateway Phase II Project; and

(3) Waive First Reading of an Ordinance Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and

(4) Waive First Reading of an Ordinance Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1).

Mayor Stallard commented that Council was in receipt of a letter from the Developer, Mr. Petrovich that he (Petrovich) has expended about $2,000,000 in this unsuccessful effort and shares his sensitivity.

On a motion by Council Member Denny, seconded my Council Member Hilliard and carried unanimously, Council Members conducted a public hearing, Approved Resolution No. 6320 A RESOLUTION OF THE CITY OF WOODLAND CITY COUNCIL SETTING ASIDE THE CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND MITIGATION MONITORING AND REPORTING

PROGRAM AS WELL AS GENERAL PLAN AMENDMENTS AND AN APPLICATION FOR ANNEXATION RELATED TO THE WOODLAND GATEWAY PHASE II PROJECT; Waived First Reading of an Ordinance Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and Waived First Reading of an Ordinance Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1).

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

12. 14-343 SUBJECT: Home Occupations Ordinance Amendment to allow Cottage Food Operations in Residential Areas

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

1) Conduct the public hearing;

2) Waive first reading and read by title only an Ordinance amending Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance), 25-4-10 (Residential Land Use, Table 1) and 25-4-20 (Special Conditions) of the Woodland Municipal Code allowing Cottage Food Operations to operate within residentially zoned areas within the city as a component of the city's existing Home Occupations Ordinance; and

3) Schedule the second reading and adoption of Ordinance for the October 7, 2014 City Council meeting

A motion was made by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members conducted a public hearing, waived first reading and read by title only an Ordinance amending Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance), 25-4-10 (Residential Land Use, Table 1) and 25-4-20 (Special Conditions) of the Woodland Municipal Code allowing Cottage Food Operations to operate within residentially zoned areas within the city as a component of the city's existing Home Occupations Ordinance, and scheduled the second reading and adoption of the Ordinance for the October 7, 2014 City Council meeting.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

J. REPORTS OF THE CITY MANAGER

13. 14-355 SUBJECT: Support Lower Sacramento Delta North Regional Flood Management Plan (FloodProtect)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ supporting the final FloodProtect Regional Flood Management Plan (FloodProtect Report)

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6321, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SUPPORTING THE FINAL FLOODPROTECT REPORT.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

14. 14-346 SUBJECT: Kentucky Avenue Sewer Rehabilitation Project CIP 15-13, approve Plans and Specifications, and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____; 1) approving the plans and specifications, 2) authorizing bid advertisement, and 3) moving $560,000 from CIP # 08-21 to CIP 15-13

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6322, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE KENTUCKY AVENUE SEWER REHABILITATION PROJECT, AND AUTHORIZING BID ADVERTISEMENT.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

15. 14-360 SUBJECT: Supplemental funding for Confined Space Training

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____ Authorizing the City Manager to Re-appropriate $122,274 from FY13/14 Fire Department Budget Savings to Cover the Cost of Confined Space Training for Fire Staff.

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, the Council Members adopted Resolution No. 6323, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO RE-APPROPRIATE $122,274 FROM FY14 FIRE DEPARTMENT BUDGET SAVINGS TO COVER THE COST OF CONFINED SPACE TRAINING FOR FIRE STAFF.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

16. 14-384 SUBJECT: Measure J Spending Plan - Preliminary Discussion

Recommendation for Action: Informational Presentation - no specific Council action is required; however, staff is seeking Council feedback on a preliminary outline being developed for allocation of Measure J funds, consistent with the intent of Measure J as well as the advisory measures which were approved by the voters at the June election.

Enrique Fernandez and Carla White-Snyder spoke regarding this item.

Council Members received a report from City Manager Paul Navazio and staff related to Measure J Spending Plan - Preliminary Discussion. No action required. Council is expected to hear back on this subject with more specific information within the next two meetings and by the end of the calendar year a more expanded report.

17. **14-383** SUBJECT: Consideration of City Position on:
Proposition 46 - Medical Injury Compensation Reform Act (MICRA)

Recommendation for Action: Staff recommends that the City Council consider whether to take a formal position on Proposition 46 appearing on the November 4, 2014 ballot.

A motion was made by Council Member Hilliard, seconded by Council Member Barajas, that the Report of the City Manager be approved. The motion carried by the following vote:

Ayes: 3 - Council Member Hilliard, Council Member Denny and Council Member Barajas

Abstain: 1 - Mayor Stallard

K. ADJOURNED AT 7:58PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

Legislation Details (With Text)

1.

File #:	14-393	Version: 1	Name:	
Type:	Presentation		Status:	Agenda Ready
File created:	9/22/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	
Title:	SUBJECT: Proclaim October, 2014 as Community Planning Month Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming the month of October, 2014 as Community Planning Month.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	COMMUNITY PLANNING MONTH PROCLAMATION (2)			

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Proclaim October, 2014 as Community Planning Month

Recommendation for Action : Staff recommends that the City Council adopt a Proclamation proclaiming the month of October, 2014 as Community Planning Month.

Staff Contact

Cindy A. Norris, Principal Planner - 530-661-5911, cindy.norris@cityofwoodland.org

Discussion

The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our community and environment. The celebration of National Community Planning Month provides an opportunity to publicly recognize the participation and dedication of the members of the City of Woodland's Planning Commission, community members and professional staff who have contributed their time, energy, effort and expertise toward the improvement of the City of Woodland.

In conjunction with this effort, staff has developed a youth based planning awareness project. With the assistance and cooperation of Library Staff, a craft activity center will be provided in the children's section of the City Library, targeted to children ages 5 to 12 who participate in afterschool programs and other events during the month of October, starting October 6. In addition, the City Library will make available several children's books on city planning. The anticipated activity options including the following:

- What would you build? - This activity will allow children to create a diorama or plan view of how they would like to see a vacant lot developed.

- Where are you in your community? - This activity will present a large map and allow children to locate their homes and favorite places in town.

- What makes your City special? - This activity will allow children to either draw a picture or write a few lines about what they like the most about the City of Woodland.

Results of these activities will be displayed in City Hall.

Conclusion

Staff recommends that the City Council adopt a Proclamation proclaiming the month of October, 2014 as Community Planning Month.
Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment: City of Woodland October 2014 Community Planning Month Proclamation

CITY OF WOODLAND

OCTOBER 2014 COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, rural areas and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people live, work and recreate; and

WHEREAS, community planning fosters positive links between diverse partners to encourage development that benefits the economy, community, public health and the environment resulting in an improved quality of life for those who choose to live and work in Woodland; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our community and environment; and

WHEREAS, the City of Woodland has a long standing commitment to adopting sound planning principals and promoting high quality of life within the community.

WHEREAS, the celebration of National Community Planning Month provides an opportunity to publicly recognize the participation and dedication of the members of the City of Woodland's Planning Commission and other citizens who have contributed their time, energy, effort and expertise toward the improvement of the City of Woodland and extend our heartfelt appreciation for the continued commitment to public service by these individuals; and

WHEREAS, we recognize the many valuable contributions made by professional planning staff at all levels, here at the City, within the County and at the regional level, and extend our appreciation for the commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the County of Yolo, California, that the month of October, 2014 be recognized as COMMUNITY PLANNING MONTH in conjunction with the celebration of National Community Planning Month.

Dated this 7th day of October, 2014.

____

Tom Stallard, Mayor

____

Jim Hilliard, Council Member

____

William L. Marble, Council Member

____

Sean R. Denny, Council Member

____

Angel Barajas, Council Member

Legislation Details (With Text)

2.

File #:	14-415 Version: 2	Name:	
Type:	Presentation	Status:	Agenda Ready
File created:	10/3/2014	In control:	City Council
On agenda:	10/7/2014	Final action:	
Title:	SUBJECT: Fourth and Hope Presentation Recommendation for Action: Staff recommends that the City Council receive a presentation from Fourth and Hope.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:			

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Fourth and Hope Presentation

Recommendation for Action : Staff recommends that the City Council receive a presentation from Fourth and Hope.

Paul Navazio, City Manager

City of Woodland

Legislation Details (With Text)

3.

File #:	14-357	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/2/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Final Acceptance and Notice of Completion for the Oak Avenue Sewer Rehabilitation, CIP 14-21

Recommendation for Action: Staff recommends that the City Council accept the Oak Avenue Sewer Rehabilitation, CIP 14-21 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Final Acceptance and Notice of Completion for the Oak Avenue Sewer Rehabilitation, CIP 14-21

Recommendation for Action : Staff recommends that the City Council accept the Oak Avenue Sewer Rehabilitation, CIP 14-21 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Fiscal Impact

This project was funded by $220,000 from the Sewer Enterprise fund. The project was completed on time and under budget with total expenditures approximately equal to $167,000. Of that total, $122,636.28 was the construction contract (including change order) and the remainder was the cost of design, construction management, and inspection.

Background

On May 20, 2014 the City Council awarded the construction contract for the Oak Avenue Sewer Rehabilitation project, CIP 14-21, to C.E. Cox in the amount of $129,860. The contractor began construction in July 2014, and finished the work in August 2014.

Change orders were issued to the contractor to revise alignment of the pipe and for unforeseen field conditions. Total change orders equaled a credit to the project of $7,224, substantially due to a credit associated with the change in pipe alignment.

This project replaced 647 feet of failing non-reinforced concrete pipe with new PVC pipe. The replacement of this pipe reduces the risk of future pipe failure and resulting sanitary sewer overflows which would pollute the streets and the storm water collection system.

<u>Conclusion</u>

Staff recommends that the City Council accept the Oak Avenue Sewer Rehabilitation, CIP 14-21 construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: James Heath, Associate Civil Engineer

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

Paul Navazio, City Manager

Legislation Details (With Text) 4.

File #:	14-389	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/17/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Final Acceptance and Notice of Completion for the 2013/2014 ADA Improvements, CIP #14-05

Recommendation for Action: Staff recommends that the City Council accept as complete the contract with RSC General & Engineering, Inc. for work on the 2013/2014 ADA Improvements and authorize the City Clerk to file a Notice of Completion.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Final Acceptance and Notice of Completion for the 2013/2014 ADA Improvements, CIP #14-05

Recommendation for Action : Staff recommends that the City Council accept as complete the contract with RSC General & Engineering, Inc. for work on the 2013/2014 ADA Improvements 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

The approved FY 14/15 Capital Budget allocated $158,117 in CDBG funds for this project. The construction contract including change orders was $104,686. The difference between the total project budget and the construction contract represents the amount budgeted for design, construction management and leftover funding. Staff anticipates having approximately $7,000 in leftover funding that will be returned to the CDBG program. There is no impact to the General Fund.

Background

The City of Woodland applies for CDBG funds annually from the United States Department of Housing and Urban Development (HUD). CDBG funds must be used for activities that assist lower-income persons and to eliminate conditions of blight in the community. The project conforms to the requirements of the CDBG grant and the Americans with Disabilities Act.

The project locations were selected from the City's priority route, which gives access to public facilities such as public schools on Cottonwood Street and on Gibson Road. The priority route locations have been determined through the City's ADA transition program. The project locations were as follows: (a) 3 curb locations along Beamer Street at California Street, Grand Avenue, and N. McKinley Avenue; (b) 4 curb ramps at the intersection of W. Southwood Drive and Cottonwood Street; (c) 2 curb ramps at the intersection of Gibson Road and Spruce Drive; and 4 curb ramps in front of Gibson Elementary along Gibson Road.

Discussion

On April 1, 2014, the City Council adopted Resolution No. 6218 which approved the project plans and specifications for the 2013/2014 ADA Improvements, CIP 14-05; authorized bid advertisement; and authorized the City Manager to award the construction contract to the lowest responsive, responsible bidder up to $113,000. On May 13, 2014, the City executed a construction contract with RSC General & Engineering in the amount of $107,410.60 for the 2013/2014 ADA Improvements. The project retrofitted existing curb ramps to ADA compliant facilities. 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 2013/2014 ADA Improvement Project on June 9, 2014 and finished the work on July 31, 2014.

A deductive change order was issued for $3,648.93 in order to reduce the amount of roadway striping on this project. The roadway striping work was completed by the 2014 Road Maintenance Project (CIP #14-14) because that project's contractor was better mobilized to handle the striping work. An additive change order was process for $923.81 due to adjustments to quantities based on field conditions.

Conclusion

Staff recommends that the City Council accept as complete the contract with RSC General & Engineering, Inc. for work on the 2013/2014 ADA Improvements and authorize the City Clerk to file a Notice of Completion.

Prepared by: Chris Fong, Associate Civil Engineer

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

Paul Navazio, City Manager

Legislation Details (With Text)

5.

File #:	14-359	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/3/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		
Title:	SUBJECT:	Contract Award - FY2014/15 Annual Cyclical Tree Pruning			

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _______ authorizing the City Manager to execute the FY2014/15 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $150,000.

Sponsors:

Indexes:

Code sections:

Attachments: Tree Pruning Resolution

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Contract Award - FY2014/15 Annual Cyclical Tree Pruning

Recommendation for Action : Staff recommends that the City Council approve Resolution No. _______ authorizing the City Manager to execute the FY2014/15 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $150,000.

Staff Contact

Robert Sanders, Public Works Deputy Director, 661-5959, robert.sanders@cityofwoodland.org

Council Goal

To maintain our urban forest in a manner that promotes safety, enhances quality of life, and reflects our dedication as a Tree City USA.

Fiscal Impact

City Council approved one-time funding in FY15 in the amount of $100,000 for General Fund (GF) cyclical pruning. This, coupled with money from other funding sources (e.g., lighting and landscape districts and other GF pruning programs), will bring the total amount of this annual project to $150,000.

Background

Cyclical pruning is a standard maintenance procedure that is performed by most agencies across the country, all in an effort to promote a healthy urban forest and mitigate potential liability.

Over the years our cyclical pruning has lagged due to extensive budget cuts to this program. This has caused our urban forest cyclical pruning program to fall several years behind in our seven year pruning cycle. This lag in maintenance has noticeably increased our reactive maintenance and has made the City more susceptible to liability claims related to failed trees.

Fortunately, Council has made a commitment to bring our cyclical pruning program back to an acceptable level by providing staff with funding that will help us reach our seven year cyclical goal and provide our urban forest with the required care it needs.

Discussion

Cyclical pruning is a vital part of urban forestry care and must be done by qualified professionals who are well versed in approved pruning techniques. By performing annual pruning, we not only reduce potential liability claims, but we also help ensure the health and vigor of our urban forest.

Unfortunately, this is a task that cannot be accomplished with in-house staff. Over the years our tree maintenance program has been severely hampered by budget cuts and staff reductions, to the point where we are not capable (manpower wise) to perform this task. With over 15,000 City trees to maintain and only two full-time employees in our Urban Forestry Group, it has become necessary to contract out our cyclical pruning and old growth tree care.

To accomplish this task, staff is requesting to move forward on a service agreement with a well-established vendor who possesses the means, as well as a strong historical working knowledge of our City's urban forest, to fulfill this contract; WCA fits this bill.

WCA is a notable tree service provider that has a well-established working relationship with the City of Woodland, as well as many other local agencies in our area, e.g. West Sacramento, Roseville, Elk Grove, and Davis. If approved, this service agreement would "piggy-back" off a competitive bid contract that WCA was awarded by the City of Sacramento for "like" services. By utilizing Sacramento's contract, we would not only benefit from their historical knowledge maintaining our trees, but also from the economy-of-scale pricing that Sacramento received due to their large urban forest.

An additional benefit associated with this contract is the requirement to provide detailed electronic documentation of all maintenance performed on our trees. This information can then be easily uploaded into our Maintenance Management Software (MMS) and used for tracking maintenance, as well as identifying immediate and potential long term issues.

Conclusion

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute the FY2014/15 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $150,000.

Prepared by: Robert Sanders
Public Works Deputy Director

Reviewed by: Greg Meyer
Public Works Director

Paul Navazio, City Manager

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZATION THE CITY MANAGER TO EXECUTE THE FY2014/15 CONTRACT WITH WEST COAST ARBORISTS IN THE AMOUNT OF ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS

WHEREAS, the City performs annual cyclical pruning and tree maintenance on our urban forest to promote public safety and tree health;

WHEREAS, West Coast Arborist; a tree maintenance company, provides municipal tree maintenance service to the Cities of Woodland, Roseville, Elk Grove, West Sacramento, Davis and Sacramento;

WHEREAS, the proposed contract results in an annual cost of one hundred fifty-five thousand dollars for tree maintenance services provided to the City of Woodland;

WHEREAS, "piggy-backing" on the City of Sacramento's competitively bid tree maintenance contract would benefit the City by economy of scale pricing;

WHEREAS, funding in support of this contract is provided in the FY2014/15 annual budget previously approved by the Council.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute the FY2014/15 contract with West Coast Arborists in the amount of one hundred fifty-five thousand.

PASSED AND ADOPTED by the City Council this 7th day of October 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

6.

File #:	14-369	Version: 1	Name:	
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	9/8/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	

Title: SUBJECT: Approve Temporary Construction Easement Agreement with M.B. Beeman Family Trust for Water Transmission Line East, CIP 11-14

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____ approving a Temporary Construction Easement Agreement (Agreement) with the M.B. Beeman Family Trust for construction of the Water Transmission Line East, CIP 11-14, and authorize the City Manager to sign the Agreement...body

Sponsors:

Indexes:

Code sections:

Attachments: Resolution for Beeman TCE 09082014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 16, 2014
SUBJECT: Approve Temporary Construction Easement Agreement with M.B. Beeman Family Trust for Water Transmission Line East, CIP 11-14

Recommendation for Action : Staff recommends that City Council adopt Resolution No. _____ approving a Temporary Construction Easement Agreement (Agreement) with the M.B. Beeman Family Trust for construction of the Water Transmission Line East, CIP 11-14, and authorize the City Manager to sign the Agreement.

Staff Contact

Tim Busch, Principal Engineer - (530) 661-5963

Council Goal

This action is consistent with Council goals for infrastructure. The water transmission line project is an integral part of the surface water project and will convey treated Sacramento River water from a treatment facility on the east side of County Road 102 to the west side of the city. The treated surface water will improve water quality throughout the city and enable the City to meet consumer demands.

Fiscal Impact

The project is included in the Capital Budget most recently approved by Council on June 17, 2014. The project funding source is the Water Enterprise Fund. The project is being financed through a Safe Drinking Water State Revolving Fund (SDWSRF) loan. The total project budget of $8.08 million dollars included in the Capital Budget is sufficient to cover property acquisition including this transaction, engineering design, and construction costs of the project.

Background

As part of the design process for CIP Project No. 11-14, a local water transmission main project for the surface water project, staff looked for construction locations with the least impact to existing facilities and landowners. One of the locations identified for a temporary construction easement is a parcel owned by the M.B. Beeman Family Trust. The parcel is currently cultivated in alfalfa. Acquisition of the construction easement was delayed until close to the start of construction to minimize impacts to the farming operation on the parcel. The owner has requested compensation for crop loss damages in the amount of $5,600 in exchange for granting the easement. Crop loss damage is a common basis for compensation for temporary easements on agricultural parcels.

Discussion

The temporary construction easement is a 0.9 acre parcel located within a large field currently cultivated in alfalfa. Alfalfa is a multi-year crop with multiple cuttings each year. The owner provided average annual net income (total income less operating costs) for this field, on which the purchase price is based. The purchase price for the easement includes compensation for total loss of income for the 0.9 parcel over the next 3.2 years due to the fact that it will not be feasible to re-plant the smaller parcel after construction until the entire field is turned over. The compensation figures were verified as reasonable through the local office of the USDA Farm Service Agency and the Yolo County Department of Agriculture and Weights and Measures.

The M.B. Beeman Family Trust previously granted the City of Woodland a 0.08 acre permanent easement for construction of the pipeline in the same vicinity at no cost to the City.

Conclusion

Staff recommends that City Council adopt Resolution No. _____ approving a Temporary Construction Easement Agreement (Agreement) with the M.B. Beeman Family Trust for construction of the Water Transmission Line East, CIP 11-14, and authorize the City Manager to sign Agreement.

Prepared by: Liz Houck
Senior Engineering Assistant

Reviewed by: Tim Busch, P.E.
Principal Civil Engineer

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR THE PURCHASE OF AN EASEMENT REQUIRED FOR CONSTRUCTION OF CIP 11-14, LOCAL PIPELINE PROJECT EAST AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Woodland wishes to enter into a Temporary Construction Easement Agreement (Agreement) with the M.B. Beeman Family Trust for purchase of a temporary construction easement (easement) necessary for construction of CIP 11-14, Water Transmission Main (East) Surface Water Local Pipelines; and

WHEREAS, the property owner has requested compensation for crop loss damages as a result of the construction; and

WHEREAS, the City has reached agreement with the property owner on a one-time price of $5,600 for the easement based on crop loss damages over a three year period; and

WHEREAS, the City Council wishes to approve the Agreement and authorize its execution through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed, in consultation with the City Attorney, to make minor modifications to and execute the Agreement for the purchase of a temporary construction easement required for construction of CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines.

Section 2. Copies of the Agreements are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2014, by the following vote:

AYES:
NOES:
EXCUSED:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

By: ___________________________
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

Legislation Details (With Text)

7.

File #:	14-382	Version: 1	Name:	
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	9/12/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	

Title: SUBJECT: Carry over of $154,451 from the 2013/2014 Water Fund to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____authorizing the City Manager to re-appropriate $154,451 from the FY 13/14 Water Distribution Program savings to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Sponsors:

Indexes:

Code sections:

Attachments: Carry over 15-15 resolution

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Carry over of $154,451 from the 2013/2014 Water Fund to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Recommendation for Action : Staff recommends that the City Council adopt Resolution No. _____authorizing the City Manager to re-appropriate $154,451 from the FY 13/14 Water Distribution Program savings to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Staff Contact

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

Fiscal Impact

This water main replacement project was identified as a priority project subsequent to preparation of the FY14/15 Capital Budget. The project includes the replacement of the water main in Dog Gone Alley between Walnut Street and Elm Street. The engineer's estimate for the design and construction of the project is $154,000.

The $154,451 in funding is needed to cover the full cost of the project including design, construction management and contingency funding. This funding is available from unused funds in the Public Works Department water wells operation and maintenance utility expense account. Completion of this recently identified water main replacement is necessary to support the re-use of the State Theater.

Background

The 8” diameter water main on Dog Gone Alley between Walnut Street and Elm Street was constructed in 1972 and is a cast iron pipe. Approximately 150 feet of the water main and alley pavement were replaced in 2011 east from Walnut Street. Due to conflicts with the sewer line and coordination with the State Theater project, the water main needs to be relocated. The cast iron pipe has deteriorated and is also in need of replacement. The cost estimate for this work is $154,000 and includes replacement of the pavement in the alley and construction contingencies.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ authorizing the City manager to re-appropriate $154,451 from the FY 13/14 Water Distribution Program savings to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND FOR THE CARRY OVER OF 2013/2014 WATER FUNDS TO THE DOG GONE ALLEY WATER MAIN REPLACEMENT PROJECT, CIP #15-15

WHEREAS, the City of Woodland wishes to re-appropriate $154,451 from the FY 13/14 Water Distribution Program Savings to the Dog Gone Alley Water Main Replacement Project, CIP #15-15; and

WHEREAS, there are unused funds from FY 13/14 Public Works Water Distribution Program; and

WHEREAS, the funds carry over is necessary to fund the design and construction of the water main replacement in Dog Gone Alley between Walnut Street and Elm Street to facilitate construction of the State Theater Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

<u>Section 1</u>. The City Council hereby to re-appropriates $154,451 from the FY 13/14 Water Distribution Program Savings to the Dog Gone Alley Water Main Replacement Project, CIP #15-15.

PASSED AND ADOPTED this ________ day of ___________ 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Legislation Details (With Text)

8.

File #:	14-392	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/19/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of Laughton Properties as the new management agent for the Leisureville Community Association (LCA).

Sponsors:

Indexes:

Code sections:

Attachments: Management Agreement
Laughton Background Information

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of Laughton Properties as the new management agent for the Leisureville Community Association (LCA).

Staff Contact

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

Fiscal Impact

Approval of the selection of Laughton Properties as the new management agent for LCA will not have a fiscal impact on the City.

Background

The City in 1995 provided a $1,227,381 HOME/CDBG housing loan to assist LCA, a non-profit owner cooperative, with the purchase of the Leisureville development and provided funding for LCA's loan share program which benefits low-income households purchasing spaces at the development. Leisureville is located at 1313 East Gibson Road and includes 150 spaces for manufactured homes as well as a clubhouse/office/pool facility.

Discussion

The Regulatory Agreement recorded for the Leisureville project includes the following provision.

> *The Cooperative shall contract with a management agent approved by the City in its reasonable discretion. The management agent shall follow the management plan approved by the City.*

Madsen & Walton Properties serves as LCA's current management agent. According to the LCA Board of Directors, the principal of Madsen & Walton is retiring at the end of this year. LCA initiated a process this year to find a new management agent. Three prospective firms were interviewed with the LCA Board earlier this year and Laughton Properties was selected on August 12, 2014. LCA's Board and Laughton agreed to the attached management agreement on September 9, 2014.

LCA's management agent has a number of responsibilities including but not limited to preparing the annual budget; overseeing maintenance contractors; tracking expenditures and revenues; issuing payments to vendors; enforcing LCA bylaws, policies, and occupancy requirements under the direction of the LCA Board of Directors; and completing compliance reporting to the City and other entities.

Laughton submitted the attached background information on its firm to LCA. Laughton has provided property management services since 1980 and manages approximately 1,100 rentals units concentrated in Sacramento County and Woodland. In Woodland, Laughton manages eight apartment complexes (Cambridge Square, College Manor, Courtyard West, Elliot Crossing, The Greens, Plaza Del Monte, Ridgewood, and The Greens Annex) comprised of 436 units. Linda Rutledge, Laughton's president, is a certified property manager (CPM).

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council approve the selection of Laughton Properties as the new management agent for the Leisureville Community Association (LCA).

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments:

1. Management Agreement between LCA and Laughton Properties
2. Background Information on Laughton Properties

LAUGHTON

MANAGEMENT AGREEMENT

IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, Leisureville Mobile Home Park , hereinafter called "Cooperative", and LAUGHTON PROPERTIES, INC. (a California Corporation), hereinafter designated as "Agent", agree as follows:

A. EMPLOYMENT OF AGENT. The Cooperative hereby employs and appoints the Agent as the sole and exclusive management agent of the property known as Leisureville Mobile Home Park, located at 1313 E. Gibson Road, Woodland, CA 95776, hereinafter referred to as the "property", and any personal property thereon belonging to the Cooperative upon the terms hereinafter set forth, commencing as of the 1st of January, 2015 subject to termination of this Agreement as outlined hereinafter.

B. JOB DESCRIPTION. The Agent shall act as Cooperative's exclusive Agent, and may perform either in the Agent's or Cooperative's name, to manage, maintain, and operate the property, as provided in this Agreement and in accordance with Cooperative's declaration, by-laws, rules, regulations, policies and procedures, herinafter designated as the "Governing Documents." Agent shall obtain prior Board authorization before acting beyond the authority conferred in this Agreement.

C. MANAGEMENT STANDARDS. The Agent shall use its best efforts and perform all measures necessary for the orderly management of the property. In furtherance thereof, Agent shall use diligence to enforce collection of assessments as instructed by the Board and to comply with all other covenants contained in this Agreement. The Cooperative's Bylaws, Policies and Procedures and any changes to said documents will guide management of the property.

D. CONTRACT MANAGEMENT. Upon Board request, Agent shall obtain bids for painting, repairs, landscaping, exterminating, rubbish collection, street sweeping, pool, building and common area maintenance, and shall aid Cooperative in the analysis of bids leading to final acceptance. Agent shall use its best efforts to obtain the services set forth at prices that are consistent with the projected annual budget of the Cooperative. All contracts shall be executed in the name of the Cooperative. Agent shall actively supervise all work done under such contracts, verify contractors have the appropriate California State Contractor's Board License, be bonded, have adequate liability and State Workers' Compensation insurance.

Agent agrees not to collect or charge any undisclosed fees, rebates or discounts that are not credited to the account of the Cooperative. Agent agrees to disclose to the Board any financial interest of Agent in contractors to be used by Cooperative.

E. CHAIN OF COMMAND. Insofar as possible, policy decisions and directives shall be given to Agent by the Board, acting as the corporate body. The extent that instructions and directives to Agent are necessary or appropriate during periods between meetings of the Board, instructions and directives relating to the financial affairs of the Cooperative shall be given Agent by the Directors or appointed designee. Where Agent requires directions from Cooperative on matters of an emergency nature and the officers identified above are unavailable, Agent may accept directives and instructions from any other duly elected and acting officer of Cooperative as may be designated by the Board of the Cooperative.

F. EMPLOYMENT AND SUPERVISION OF LABOR. The Agent shall employ and supervise all personnel required for the operation, maintenance, and management of the Property, and the maintenance of the necessary books and records in connection therewith, including a Manager for on-site supervision and operation of the Property. All such employees shall be employees of the Agent, and shall not be employees of the Cooperative.

Agent shall procure and maintain worker's compensation insurance and employer's liability insurance covering all employees working on or about the Property, and fidelity bonds or employee dishonesty insurance, covering all employees who handle funds of the Cooperative.

Agent shall make all necessary payroll deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, and prepare, maintain, and file all necessary reports pertaining to labor employed by Agent in or about the Property. Costs of administrating and managing such personnel are to be borne by Agent.

Cooperative shall reimburse Agent for the total personnel costs incurred by Agent for employees at the property. Such costs include salaries and wages, bonuses, all applicable federal and state taxes, employee's welfare benefits as may be required by law, worker's compensation insurance, and applicable group health and dental insurance premiums. Furthermore, Cooperative shall reimburse Agent for any costs incident to the hiring, employment or firing of employees for the Property, including, but not limited to, background checks, employment advertising, fidelity bond or employee dishonesty insurance premiums, employment agency fees, employee training, if required, and legal fees.

Whenever the services of independent contractors are employed in connection with the maintenance of the property, Agent shall use its best efforts to secure such services at the best price available, taking into consideration the quality of work done by, and the reliability of, such independent contractors. If an affiliate or division of Agent is employed to render such services, the cost of such to Cooperative shall not exceed the cost of like services had they been procured in the open market nor different from the cost of like services charged by such affiliate or division to any other property to whom Agent was then rendering management services.

G. BONDING. The Agent, and each employee of the Agent who handles or is responsible for the handling of the money of the Cooperative, shall be covered under Agent's Primary Commercial Blanket Bond. Cost of bond shall be borne solely by agent.

Liability under the bond shall be $300,000.

H. GENERAL AUTHORITY. The Agent shall be authorized to ask for, demand, collect, and receive all assessments due or to become due from occupants of said property, and give receipts therefore; to execute and serve notices affecting said property; to institute such actions or other proceedings, either in Agent's or Cooperative's name, as may be deemed advisable by Agent to recover assessments or other sums payable to Cooperative after board approval.

The Agent is clothed with such general authority and power as may be necessary or advisable to carry out the spirit and intent of the Agreement, including consulting legal counsel. Related fees associated with such actions shall be borne by the Cooperative and paid from the property account.

I. MAINTENANCE, REPAIRS, AND OPERATION. The Agent shall make or cause to be made and supervise repairs and alterations, and do decorating on the premises, purchase supplies and pay all bills. The Agent agrees to secure the approval of the Cooperative for any alterations or expenditures in excess of <u>$2,000.00</u> for any item, except monthly or recurring operating charges and emergency repairs in excess of the maximum, if, in the opinion of the Agent, such repairs are necessary to protect the property from damage or to maintain services to the residents as called for by their tenancy.

It is further understood that the Agent is authorized, in the name of/or for the account of the Cooperative, to make contracts for electricity, gas, telephone, vermin extermination and other regular services or such of them as Agent shall deem advisable.

J. EXPENDITURES. The Agent agrees to pay, from monies it holds for the Cooperative, any monies for interest or amortization of encumbrances, assessments, taxes, assignments or premiums on insurance which the Cooperative directs Agent to pay.

In addition, the Agent shall not be required to advance any monies for the care or management of said property, and the Cooperative agrees to advance all monies necessary therefore. If the Agent shall elect to advance any money in connection with the said property, the Cooperative agrees to reimburse the Agent forthwith and hereby authorizes the Agent to deduct such advances from any monies due to the Cooperative.

Cooperative acknowledges that, to take advantage of Agent's bulk purchasing discounts and/or credit, invoices for Cooperative's property may be in the name of the Agent. The costs for all such materials, services or contract purchases for the benefit of Cooperative and Cooperative's property are the exclusive obligation of Cooperative. If funds are not sufficient to pay these obligations from the monies on hand, Cooperative shall reimburse Agent upon demand.

K. STATEMENTS. The Agent shall render to Cooperative monthly statements, showing all receipts and disbursements for the previous month, and shall mail to Cooperative the net amount owing, or make such distributions thereof as the Cooperative will direct in writing, within twenty (20) working days (Saturdays, Sundays and holidays excluded) after the last day of each month during the Agent's operations pursuant hereto, less compensation due the Agent. All books of accounts maintained with respect to the Management of the property shall at all reasonable times be open to Cooperative's inspection. Each statement shall stand approved in its entirety unless exceptions in writing are made thereto within four months.

L. RESERVES. The Agent shall, upon instruction from the Cooperative, impound reserves each month for the payment of Real Estate Taxes, Insurance and/or Rehabilitation.

M. DEPOSIT OF COLLECTIONS. All monies collected under the Agreement shall be deposited in a trust bank account separate from the funds of Laughton Properties, Inc. and at no time are any of the funds of said bank account to be intermingled with the funds of the Agent, or funds of any other accounts or properties.

The Agent shall have the authority to draw on this account for any payment which it must make to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of Agent's fees, all of which payments shall be subject to the limitations of this Agreement.

N. INSURANCE. Maintenance and the cost of all insurance in connection with the property (e.g. fire, earthquake, public liability, burglary, etc.) shall be the responsibility of Cooperative.

The Cooperative agrees to obtain and furnish to the Agent copies of all insurance policies pertaining to the herein described property and to have the Agent named, immediately after the effective date of this Agreement by endorsement, as an additional insured under the above-described insurance policies.

The Cooperative shall furnish to Agent a Certificate evidencing that Cooperative carries insurance for its liability for property damage and public liability, with liability of not less than $500,000.00 for injuries to any one person, $1,000,000.00 for injuries to any number of persons arising out of the same occurrence and $500,000.00 for damage to property.

O. INDEMNITY AND LIABILITY.

1. Scope. Cooperative shall defend, indemnify and hold harmless Agent, its principals, officers, directors, shareholders, partners, employees and agents (individually and collectively, the "Indemnities") from and against all liability, claims, suits, damages, judgments, costs and expenses of whatever nature including attorneys' fees and disbursements to which the Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to the Property, loss of use of any property, Cooperative's ownership of the Property, or otherwise in connection with the performance or nonperformance of Agent's obligations under this Agreement. Cooperative shall promptly reimburse the Indemnities for all amounts, including attorneys' fees and disbursements, which the Indemnities are required to pay in connection with or in defense of any of the matters in which the Indemnities are entitled to indemnification as set forth in this Paragraph O.

2. Conditions. The obligation of Cooperative to defend, indemnify and hold Indemnities harmless set forth in this Paragraph O are subject to the following conditions:

(a) The Indemnities shall notify Cooperative within a reasonable period of time of any matter in which Cooperative's obligations pursuant to this Paragraph O may arise; and

(b) The Indemnities shall not take any actions which would preclude Cooperative from enforcing any applicable coverage under insurance policies held by Cooperative.

3. Excluded Matters. Notwithstanding the foregoing, Cooperative shall not be required to defend, indemnify, hold harmless, or reimburse the Indemnities with respect to any matter to the extent the same results from the gross negligence or willful misconduct of the Indemnities or actions taken by the Indemnities outside the scope of the Agent's authority under this Agreement.

4. Survival. The provisions of this Paragraph O shall survive the expiration or termination of this Agreement.

P. COMPENSATION. For services rendered pursuant to this Agreement, the Cooperative shall pay Agent a monthly fee of $15.00 per unit. The total number of units is 150 and the monthly management fee is $2,250.00. In addition, Agent shall be separately compensated for any extraordinary services which are other than the usual and customary services performed in its capacity as the sole and exclusive leasing and management agent of the property (i.e. sales, appraisals, financing, major rehabilitation, etc.). Cooperative shall pay Agent $75 (seventy-five dollars) per hour for each hour of Agent's cumulative time in excess of five (5) hours expended as a result of any casualty, injury, suit, claim, hearing or sale of property.

For major rehabilitation as a result of renovation, occupant damages, fire, etc., Agent will charge a supervision fee of 10% of the total cost of the project.

Agent shall attend (1) one Board meeting per month, (1) one formal (annual) membership meeting and one mutual evaluation meeting. The dates, times, and places shall be set by the Cooperative, between the hours of 7:00 a.m. and 9:00 p.m., Monday through Thursday, legal holidays excluded. The first three hours are at no charge, additional time at Board meetings $50 per hour, weekend meetings at $75 per hour. The Board shall give Agent advance notice of meeting schedules and make an effort to accommodate conflicts in Agent's schedule.

Upon request, Agent will attend special meetings and the Cooperative will reimburse Agent at a rate of $50.00 per hour for such meetings. The special meetings will be scheduled Monday through Thursday between the hours of 7:00 a.m. and 9:00 p.m.

The overhead expenses of Agent shall be paid by the Agent, and shall include salaries, office expenses and other expenses of the officers and employees of the Agent. The salaries of the Cooperative's staff/personnel and the office expenses and other expenses of the Cooperative shall be paid by the Cooperative and shall include but not be limited to: postage, copying, ballots, proxies, printing, mass mailings, etc. Normal correspondence and postage relating to Agent's communications with the Board shall be at Agent's expense. Legal and accounting fees incurred for the direct benefit of the Cooperative shall be paid by the Cooperative.

Should Local, State or Federal governmental agencies require submission of various reports or information (i.e. 1099 forms), Agent is authorized to complete such work as well as 1099 forms, at no charge.

Upon expiration or termination of the Agreement, Agent shall, to the extent that there are not sufficient funds in Cooperative's trust account, forward to Cooperative any unpaid bills and it shall be the sole responsibility of Cooperative to pay same, and further, any payments for Cooperative's account received by Agent following expiration of this Agreement shall be forwarded in accordance with Cooperative's written instructions. It is agreed that there are no prior oral agreements between the parties hereto and this Agreement supersedes and cancels any and all prior negotiations and writings between the parties. This Agreement shall be for the benefit of and binding upon the heirs, successors and assigns of the parties hereto.

Q. TERMINATION. This Agreement shall be on an annual basis, and will continue on for yearly periods thereafter.

This Agreement may be canceled by Cooperative immediately upon giving written notice to the Agent in the event of negligence by the Agent in the performance of this Agreement, or in the event of Agent's deliberate or willful default under this Agreement. All of the obligations of the Cooperative to the Agent shall terminate immediately except for the payment by the Cooperative to the Agent of all fees earned to the date of such notice.

This Agreement may be terminated by either party without cause after the original termination date with not less than sixty (60) days written notice to the other party.

Upon termination, Agent agrees to return, forthwith, all books, records and properties of the Cooperative in an orderly and organized manner.

R. NOTICE. All notices required under this or any article of this Agreement shall be in writing, and shall be (1) delivered by registered or certified mail, or (2) by personal delivery.

S. MISCELLANEOUS. This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns. Any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the above-named Cooperative has set its hand and the above-named Agent has caused its corporate name to be hereunto affixed by its officer there unto duly authorized the day and year first above written.

COOPERATIVE: Leisureville Mobile Home Park

By: Darnell L. Silva
President

1313 E. Gibson Road
Woodland, CA 95776

Federal Tax ID:
68-0332264

AGENT: LAUGHTON PROPERTIES, INC.

By:
President

2812 P Street
Sacramento, CA 95816

Phone: (916) 444-9898
Fax: (916) 444-3949

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ADDENDUM "A"

COST OF SERVICES

FEE SCHEDULE

Management Fee	150 units @ $15.00 per unit
Additional charges as follows: Copies (correspondence, board packet newsletter, in-house)	Actual cost
Postage	Actual cost
Envelopes	Actual cost
Printing	Actual cost
Legal Proceedings	$100/hour
Property Manager Board Meeting Attendance	
a. First 3 hours at Board Meetings	No Charge
b. Add'l time at Board Meetings	$50/hour
c. Weekend Meetings	$75/hour
1099 Form Filing	No charge
Federal and State Tax Returns	
Prepared by CPA	At cost
Preparation of supporting documents	No charge
On-Site Personnel	Actual costs plus fringe benefits
Part-time Manager	Actual costs plus fringe benefits
Maintenance (as needed)	Actual costs plus fringe benefits

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ADDENDUM "B"

MANAGEMENT SERVICES

Laughton Properties has been at the forefront of managing multi-family housing since 1980. Our proactive management style generates direction and ideas for projects, rather than waiting for others to point out problems and determine solutions. We perform all services in a reasonable, diligent and careful manner in accordance with the highest standards of professionalism, skill, workmanship and applicable trade practices, and conform to all applicable codes and regulations.

All maintenance and repairs are performed by qualified personnel.

Mature communities develop unique personalities, and complex human relations challenges emerge which require firm and tactful communication skills for resolution. The consistent and timely enforcement of the cooperative's rules and CC&Rs is essential in achieving harmony between neighbors and minimizing discord in the community. We have developed these skills through many years of working with people of all ages and backgrounds.

We have found that directors are busy people who volunteer their time for the betterment of their communities. Our goal is to assist the directors with whom we work to achieve their goals and objectives with a minimal investment of their time and patience.

Laughton Properties shall:

- **Continuously assess the condition of all aspects of the property, and report findings and suggest solutions to the Board, including annual inspections of each space.**

- **Develop and provide, under Board direction, plans, budgets and schedules , including but not limited to:.**
  - A comprehensive maintenance plan, including preventative maintenance and capital repairs and improvements.
  - Annual operating budget, setting forth an itemized statement of anticipated receipts and disbursements for the fiscal year.

- **Schedule and oversee the provisions and maintenance of :**
  - Lighting systems,
  - Electrical systems,
  - Landscaping, tree maintenance, walkways, and paving,
  - Swimming pool, spa and surroundings,
  - Parking lots,
  - Rubbish removal,
  - HVAC,
  - Painting,
  - Plumbing,
  - Flooring,
  - Pest management,
  - Fire extinguisher, smoke alarm and carbon monoxide detector systems,
  - Janitorial services,
  - Dryer vent cleaning,
  - Wood stove chimney cleaning,
  - Other services as may be identified by the Board.

- Review existing property related service contracts and make recommendations to the Board on when/if the contracts should be re-bid. Develop, submit and, under Board direction, implement the bid packages for service contracts.

- When necessary for the proper maintenance of the property, and under Board direction, solicit bids from independent contractors for the work described above. Supervise all work done under such contracts. Verify contractors have the appropriate California State Contractor's Board license and, have adequate liability and State Workers' Compensation insurance.

- Based on projects approved by the Board, solicit and review bids and negotiate contracts for capital repairs and improvements to the property. The Board, with Management Company input, will have final approval of all contracts. Provide basic supervision for all work performed under such contracts.

- Perform a variety of administrative and reporting tasks, including but not limited to:
  -Hire, supervise and pay all persons necessary to properly maintain and operate the property who, in each instance, shall be the management company's employees. Compensation of said persons shall be at reasonable and/or competitive rates, with Cooperative reimbursing only the actual cost of employment

  -Establish, subject to Cooperative's approval, a segregated bank account with a federally insured institution, hereinafter referred to as the Operating Expense Account, for the purposes of maintaining funds available for management company's payment of mortgage, invoices, bills, scheduled payments, supplies, equipment, and services associated with maintaining and repairing the property. All payments made by the management company on behalf of Cooperative shall be made directly from this separate bank account. At no time will the funds of Cooperative be commingled with any other property or any other account.

  -Provide written Monthly Financial Statements, no later than twenty (20) working days after the last day of each month, showing receipts, disbursements, net gain or loss, cash on hand, reserve account balances and interest earned, as well as any budgetary trends or issues of note.

  -Establish and maintain, both onsite and offsite, separate orderly books, records and files containing correspondence, receipted bills, contracts, vouchers and all other documents and papers pertaining to the property and the operation and maintenance thereof, which Cooperative may review at any time. When feasible, original documents shall be maintained at Cooperative.

  -Maintain timesheets of all hours of work completed by all employees. Review all bills received for services, work and supplies ordered in connection with maintaining and operating the property and cause such bills to be paid from funds deposited in the Operating Expense Account.

  -Provide monthly status report narrative with each financial statement.

  -Become and stay informed regarding HUD regulations, including the use of HUD handbooks for management companies and mobile home parks.

-Complete and process all necessary HUD documentation, including but not limited to: 1) Change Notice after annual Board of Director's election, 2) Reimbursement requests from reserve account, 3) Follow-up to periodic physical inspections mandated by HUD.

-Assist in the annual independent audit. Provide or prepare documents required by auditor and HUD in a timely manner to meet the specified HUD deadline requirement. Respond to auditor's findings as necessary.

-Advise the Board, as necessary, on changes in housing laws, tax assessment issues and other governmental requirements.

-Procure and maintain all necessary insurance policies and licenses for DPHC.

-Enforce, under Board direction, Bylaws, policies, occupancy and other DPHC governing documents and agreements.

-Coordinate and conduct move-in/move-out processes, including paperwork, inspections, repairs, maintenance, installations, etc.

-Review accountant prepared tax returns.

-Provide emergency property services and emergency telephone response on a twenty-four hour, seven days a week basis.

-Attend one Board meeting per month.

-Attend three (quarterly) informal and one formal (annual) membership meetings.

-Perform all usual and regular office management tasks and such other property management tasks as assigned.

LEISUREVILLE MOBILE HOME PARK

ADDENDUM "C"

We agree to include the following provisions in the Management Agreement and to be bound by them:

a. HUD has the right to terminate the Management Agreement for failure to comply with the provisions of the Project Management Agent's Certification, or other good cause, thirty days after HUD has mailed the owner a written notice of its desire to terminate the Management Agreement.

b. In the event of a default under the Mortgage, Note or Regulatory Agreement, HUD has the right to terminate the Management Agreement immediately upon HUD's issuance of a notice of termination to the Owner and Agent.

c. If HUD exercises this right of termination, I, the Owner, agree to promptly make arrangements for providing management that is satisfactory to HUD.

d. If there is a conflict between the Management Agreement & HUD's rights and requirements, HUD's rights & requirements will prevail.

e. If the Management Agreement is terminated I, the Agent, will give to the Owner all of the project's cash, trust accounts investments and records within thirty (30) days of the date the Management Agreement is terminated.

By Project Owner: Leisureville Mobile Home Park

Board President
Title

Darnell L. Silva
Signature

9-11-2014
Date

By Management Agent: Laughton Properties, Inc.

Linda L. Rutledge, President
Title

Linda Rutledge
Signature

9/10/2014
Date

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LAUGHTON
PROPERTIES, INC.

2812 P STREET • SACRAMENTO • CALIFORNIA • 95816
TELEPHONE 916-444-9898 • FAX 916-444-3949
www.laughton-properties.com

Let's Get Right to the Point!

You're looking for a management company. You don't want to deal with high pressure sales people who drop the ball once the account is theirs, or inexperienced property managers who apply the cookie cutter approach to every property they manage.

You want experience, imaginative marketing ideas, personal attention and few, if any, mistakes.

Wouldn't it be great if there were a group of skilled professionals you could count on to give you all that? There is!

The Name - **Laughton Properties, Inc.**

In a nutshell, Laughton Properties is a full service property management company that's innovative, experienced and dedicated to a philosophy of quality management and results for our clients. We get things done on time and on budget.

In a world of fast talk and exaggerated claims, we'd like you to know there's still a company out there that does what it says and says what it does.

The Name - **Laughton Properties, Inc.**

For a complete presentation of our capabilities or a no-fee evaluation of your current management program, call us at (916) 444-9898.

Don't forget the name - **Laughton Properties, Inc.**

Table of Contents

SECTION I. OVERVIEW AND MANAGEMENT TEAM

"Since 1980 a promise to approach each project with insight, flexibility, integrity and professionalism."

I. OVERVIEW AND MANAGEMENT TEAM

A. Company Overview

- Full Service Property Management Company Since 1980
- Over 65 Years Combined Management Experience
- Currently Managing Approximately 1400 Units
- Local and Regional Client Base
- Offering A Complete Range of Services
  - Multi-Family Property Management
  - On-Site Consulting
  - Marketing and Strategic Planning
  - Senior Housing Management
- Unique Approach to Management
  - Every Project Customized...No Cookie Cutter Approach
  - Experience with Properties from New to over 100 Years of Age
  - Organized for Quick Response via In-House Computerized Reports and Personal Communications
  - Team Approach: Our Staff Becomes Your Management and Marketing Arm
  - Unyielding Commitment to Client Service and Success
  - Proactive Management Style
  - Specialists in New Construction, Rent Ups, Renovations and Image Development
  - Innovative, Cutting-Edge Design Services

B. Excellence in Property Management since 1980

Since 1980 Laughton Properties, Inc. has set the standard for reliability and innovation in property management. As a full service management firm, we are dedicated to a philosophy of consultation, quality management and results for our clients.

When we opened our doors almost 30 years ago we made a promise to approach each project with insight, flexibility, integrity and professionalism. Today, many years later, that original commitment is more important to our clients than ever before.

This approach is the foundation of our business and the cornerstone of our clients' success. Throughout many years in business, the company has enjoyed steady growth and long-term client relationships. Our professionalism and dedication have been recognized by both industry and clients alike.

Each member of the team is a seasoned professional, bringing an unparalleled level of knowledge and experience to every property we manage. Laughton Properties delivers a complete range of multi-family management skills, including marketing and strategic planning, consulting services, renovations, senior housing management and turning around troubled properties. A client can pick and choose from any or all of these services. At Laughton Properties we manage a property as if we owned it. With dedication, expertise, and commitment to excellence, owners who place their properties in the hands of the Laughton Properties management team have now taken the first steps to improving their property both physically and financially.

C. Marketing and Strategic Planning

Today successful management is based on a solid marketing approach, property evaluation and long term planning. At Laughton Properties we employ this strategy with every property we manage. At the onset our experienced marketing staff analyzes every aspect of the client's market position. This includes reviewing research and industry data, evaluating the competition, determining the client's perceived image and analyzing the effectiveness of the current marketing plan.

Based on these findings, we begin to formulate a marketing strategy and property direction. This phase becomes a solid building foundation and is critical for future effectiveness. The first step in developing the marketing plan is to establish objectives; determine competitive rental rates, and target a correct market for image enhancement. We identify the client's prime prospects and determine the most efficient means for reaching them. This analysis includes compiling demographic information about the age, sex, income and geographic location of the potential resident. We also carefully consider the psychographic profile of the residents, the beliefs, attitudes, and lifestyle patterns that will dictate the marketing approach. The final phase of the strategic plan is to develop the specific positioning, creative strategy and implementation for the plan. This information becomes a long-term blueprint of action for our client.

Taking an aggressive marketing approach has enabled our clients to achieve cost efficient solutions, well-directed marketing and maximum results.

D. Performance Overview

Laughton Properties, Inc. currently manages approximately 1,400 units - achieving 95% or better occupancy with quality residents who pay top rental rates. Of our current properties, most are established properties between ten and one hundred years of age. We specialize in keeping rents high, units occupied, residents happy and collection problems to a minimum.

Over the past 28 years the principals of the firm have managed more than 20,000 apartment units in complexes from four to 636 units in size. The age of the properties has ranged from shiny new to mature 100 years old, with many long time management assignments being 20 years or longer.

We have renovated or made major improvements and repairs at more than 75 properties. We have worked with all our clients to define and achieve their ownership goals, with constant attention to increasing the value of their investments.

A few of our success stories:

In mid-January 2008 we took over management of **Concord Plaza Apartments**, 39 units near Bradshaw Road and Highway 50. Physical occupancy was 87% and delinquencies almost $8,000, bringing economic occupancy down to just 54%. By mid-April 2008, in just three months, physical occupancy was 90%, the property was 97% leased, and delinquencies were down to just $330. Although some people with large balances were persuaded to move, on a property where evictions had been a monthly occurrence, no legal fees were incurred.

We assumed management of **Birchwood Apartments**, 40 units in Rancho Cordova, in August 2007. Physical occupancy was 72.5%. Delinquencies totaled over $20,000, 71% of the monthly gross potential! Because of the criminal element among the existing residents, we made very little progress the first few months as we evicted numerous individuals. By the end of March 2008, seven months later, physical occupancy was up to 95% and delinquencies were down to just over $3,000.

In early April 2008 physical occupancy reached 100% with zero availability (no notices). Delinquencies totaled $2,200 from five residents, all of whom were keeping their rent current and adhering to approved payment plans.

In late October 1990 we took over **Wright Court** (26 units in midtown), to prepare the property for sale. Although the complex was 96% occupied, five residents (19% of the complex) had not paid rent for four months. We calculated that it would take six months to put the property in condition to warrant a full-price offer. In the first 30 days we evicted 40% of the residents. Within three months we renovated the interiors of 12 of the units (46%) and achieved 100% occupancy, enabling the owner to achieve a full-price sale in half of the anticipated time.

In May 2007 this property came back to us. Five units were still paying the same rent as they were in 1990! After again implementing sound management, painting the exterior and taking care of deferred maintenance, we are able to increase the gross potential by $20,478 per year.

In February 2007 we were called upon to pull **Edison Park Apartments**, 44 units in Stockton, CA sale from the brink of disaster. With 11 physical vacancies, 25%, none ready to rent, and thousands of dollars in unpaid rents, our task was to turn the property around so it could be sold. We obtained possession of 7 evictions, turned all 18 units and achieved 100% occupancy in five months. The property sold.

In January 2007 we took over management of 8 units in **Midtown Sacramento**, a charming building of large flats built in the early 1900's. The first year we significantly improved monthly gross potential, increasing annual income by over $20,000 per year, taking the property from a negative to a positive cash flow.

Madison Oaks (40 units) had been renovated in April 2003. Laughton Properties assumed management in September that same year. Within 12 days of the final construction, and in an increasingly soft market, our team achieved 100% occupancy.

June 2003 brought **Cambridge Square Apartments** into our management portfolio. The 37 unit property (all 2 and 3 bedroom apartments) is located in Woodland, California. Laughton Properties tackled a major and aggressive renovation program. Often there were six and seven construction crafts on the site at one time. At the end of the renovation program we implemented a rent increase across the board for all residents with an average of $150 per month raise. Even with substantial rental increases, and a renovation program on-going, management never lost a resident.

Laughton Properties assumed management of **RiverPointe Park Apartments**, a 140 unit property located in Rancho Cordova, on September 1, 2002. When we began our work, we stepped into a familiar but troubled property, having managed it four different times since 1982, for four different owners, under four different circumstances.

The property was beautifully renovated, but hosted a poor resident profile. Delinquencies were almost $50,000 and the tenant profile was so frightening that we had to evict residents in order to appeal to a better clientele who could pay the asking rents and would appreciate the property. At its lowest point (56% occupied) the marketing plans were unleashed and our rental efforts began in earnest in January 2003. At the time of its sale, the property was still quite beautiful, just approaching its goal of full occupancy, and enjoyed a certain tranquility that the apartment residents appreciated.

In mid-February, 1998, we took over management of **Wedgewood Apartments**, a 63 unit property located in Sacramento. At the time of takeover the property was 14% physically vacant, and 19% economically vacant. By May 8 of that year occupancy was 97%. Delinquencies were less than $900 and those people were making payments on past due balances as agreed. Delinquencies were eliminated. Until its sale in 2006, the property remained 95% or more occupied, delinquencies were virtually eliminated, tenant profile dramatically improved, rents were top of the market, and the owners were receiving consistent cash flow.

On June 30, 1997 we took on an 18 unit property in a distressed area of Rancho Cordova. **Capitales Apartments** suffered from a 27% physical vacancy with an additional 11% economic vacancy, and several thousands of dollars of unpaid bills. One tenant had not paid rent in three months and another had not paid in the entire five months of occupancy. We had possession of both units by July 21st. By the end of August the property was 94.5% physically occupied. In 1999,100% leased occupancy was maintained with delinquencies at zero, giving the owner significant monthly cash flow. That performance continues today for the new owner.

We were awarded management of **Venetian Terrace**, a 166 unit active senior community in Stockton, in September 1996. For 30 days we tried to work with existing staff at the owner□s request. Occupancy continued to drop to 88% with no deposits and no prospects. Delinquencies at this senior property exceeded $2000 a month. The property also suffered from a poor community image due to non-responsive management, deferred maintenance and general disorganization.

After hiring new staff and networking within the community to improve their image, we took the property through a complete clubhouse, landscape and pool renovation. To complete the facelift a new name, signage, logo and brochure were designed.

Today the property boasts a respected image in the community. In order to minimize move-outs we have contracted with an independent health care agency to assist our residents with special needs. We also enjoy numerous referrals from senior agencies. We host many community events with the latest being covered by local media and an appearance by the mayor of Stockton. We are maintaining a 100% lease rate with a waiting list and monthly gross potential has increased over 266%.

In 1992, owners of Oakhollow Apartments purchased **Roseville Park Apartments,** directly across the street. This 202 unit property was 20% economically vacant at the time of purchase. By combining the management of both properties for efficiency of scale, this property was turned around despite a softening marketplace, At the time of its sale, in November 2003, the property maintained 97% occupancy with top of the market rental rates in a difficult location.

In August 1991 we assumed management of **Heather Ridge Apartments**. This newly constructed community with upper-end rents had been open since December 1990 and had never surpassed 60% occupancy. We were 100% leased in 45 days and managed the property until the owners received top dollar at sale.

In September 1989 we assumed management of **Marina Heights Apartments**, 200 units in Pittsburg, CA. The property was 27% vacant. Our task was made more difficult because of the large percentage of Section 8 leases in effect. In the course of almost two years we evicted over 50 residents, totally renovated the interiors of over 80 units, greatly improved the tenant profile and turned this formerly frightening property into a safe and desirable community. It continued to maintain 95% occupancy and top of the market rents until its sale in October 2004.

In July 1988 we took over **Governor's Plaza**, 26 units in Carmichael. This new property had never surpassed 85% occupancy and collections were only 77%. By December 1988, occupancy was 96% and collections were 91%. In 1999 occupancy averaged 98% with 98% collections. We maintained this property at 100% with a waiting list until its sale in September 2003.

In July of 1988 we assumed management of **Oakhollow Apartments**. Of the 232 units we were told that 48 were vacant. After retaining the existing staff for 30 days with poor results, we placed our own staff and found 68 actual vacancies. With an additional 28 evictions, vacancy was now at 35%. By December 1st we achieved 96% occupancy. We averaged over 95% occupancy through two owners until the sale in November 2003

The list of our successes continues. The bottom line for our clients is the following:

1) We improve the tenant profile.
2) We increase rents competitively.
3) We decrease turnovers.
4) We maintain the physical plant.
5) We eliminate deferred maintenance.
6) We effectively manage costs.

All of these lead to:

1) Increased income.
2) Increased property value.
3) Decreased expenses.
4) And, ultimately, an improved bottom line.

Although the property picture often gets worst before it gets better, ultimately the final results relate to hard work, understanding the market, working with vendors and staff to maximize improvements while watching costs carefully and seeing that monies due the client are collected and accounted for properly. This is an all encompassing process, especially if the property is struggling, which is generally the reason most of our clients find us.

Because of our long established track record and association with selected vendors, Laughton Properties can often complete repairs even when a property has a negative cash flow. Because our vendors know and trust us, we are able to provide services, stretching out payments, to help accomplish client and management goals.

SECTION II. IN-HOUSE MARKETING CAPABILITIES

A. The "M" Word: Marketing

B. Marketing Capabilities

C. Total Identity Campaign

"If it doesn't produce results, it doesn't matter how creative it is."

A. THE "M" WORD: MARKETING

If marketing doesn't produce results, it doesn't matter how creative it is. That's why, prior to any project, Laughton Properties analyzes every aspect of a client's current market position from perceived image to competitive climate. We establish marketing objectives, identify prime prospects and develop new creative strategies.

This may sound like "common sense" stuff, but you'd be surprised how many owners and managers begin campaigns without a blueprint. Employing an aggressive marketing approach enables our sales and management team to achieve well directed and maximum rental results.

B. Marketing Capabilities

- Conceptual Design
- Marketing Supervision
- Interior Design
- Market Survey
- Staffing
- Sales/Management Training
- Name Selection
- Profiles/Demographics
- Media Planning
- Public Relations
- Shopper Reports

C. Total Identity Campaign

The Organization

"Setting the standard for property management."

Laughton Properties, Inc's marketing has earned a reputation in the industry for producing high quality product. Our creative approach consistently creates a strong identity for the project, which carries through in graphics, print material, signage and interior design.

Creating market appeal requires that all the details reflect specific marketing characteristics. As professionals in the marketing field, we understand the need to achieve successful rent-ups on time and within budget.

Laughton Properties knows that to generate market appeal, increase memory retention and stimulate positive associations require an understanding of marketing principals. An effectively designed and executed marketing plan can make a significant difference in successfully filling a project and maintaining high occupancy.

SECTION III. CORPORATE MANAGEMENT

A. Management Principals

B. Additional Management Support Team

C. Why Hire a CPM®?

"Professionals who make it happen."

A. Management Principals

LINDA RUTLEDGE, CPM® BROKER
PRESIDENT

You want to meet a dynamo? Meet Linda Rutledge, President of Laughton Properties, Inc., the consummate professional in the property management field, serving clients of large and smaller properties for over 30 years. As owner and a specialist in the property management field Linda oversees the daily operation of the portfolio properties. She is the firm's financial forecasting expert and has designed and implemented the reorganization of numerous multi-family properties, resulting in significant increases in income and property value.

First and foremost, Linda is dedicated to the quality, excellence and results of the management effort. She is an efficient property manager, always accessible and responsive to every client's need. She works efficiently under time parameters and focuses on keeping rents high, units occupied, residents happy and collection problems to a minimum. She just plain knows the property management business.

Linda's local and regional experience includes property management, marketing and the reconditioning of established projects. Few property managers have as much experience and expertise in the technical aspects of the rehabilitation and renovation of older properties.

Her vast knowledge and experience in the property management industry also qualifies Linda as an instructor for the Rental Housing Association of Sacramento Valley, Contra Costa County, Solano/Napa Valley and the North Valley Apartment Associations, in addition to lectures at various forums in "Turning Around Troubled Properties."

Linda is a graduate of California State University, Chico, and has completed graduate work in finance, accounting, economics, and marketing at California State University, Sacramento. She is a licensed Real Estate Broker, Certified Property Manager, a member of the National Association of Realtors, the Institute of Real Estate Management, and the Rental Housing Association of Sacramento Valley.

PAUL T. WEUBBE, CFE®
Director of Operations

Paul holds a BS Degree in Economics with a focus on International Trade Communications from Cal Poly, San Luis Obispo. He also holds a Diploma in Agricultural Trade Relations from Denmark University, Roskilde College. He has worked in sales, marketing and client management for over 15 years, managing key relationships for major clients, driving sales and enhancing marketing for sustainable business growth.

He began his career in property management in 1999 by taking on a small apartment complex, completing the renovation and tripling the rent income in less than 1 year. Since then he has been involved with a number of residential projects from single family homes to small apartment communities in both Southern and Northern California. He is a member of the Sacramento Area Association of Realtors and holds the REALTOR designation.

He has been an active member of the Southern California Apartment Owners Association, the Chamber of Commerce, the International Foodservice Executives Association, and the California Christmas Tree Growers Association. Paul's family has been in the Sacramento area since the late 1920's and his family has an Organic Christmas Tree farm east of Sacramento.

Paul holds the CFE designation- Certified Financial Executive, and earned the Lifetime Leader Achievement Award from IFSEA in 2006. He continues to be active with Alpha Gamma Rho, where he has earned Brother of the Century, Grand Presidents Leadership Award Winner and recently Lifetime Achievement. He is also an active member of Rental Housing Association of Central Valley and the local Chambers of Commerce.

Paul's big picture ability, dedication to client service and professional property management makes him a valuable asset to the Laughton Management team.

CORY RUTLEDGE
CONTROLLER

Cory Rutledge joined Laughton Properties in November, 1996. His Bachelor's Degree in Business Administration with an emphasis in finance was earned in 1994. Those educational credentials, coupled with his long-time association with the property management business, accelerated him to the key position of Controller.

Financial management is a key component of Laughton Properties' services. Monthly client reports provide straightforward and accurate financial information for the owner. Cory provides this information for both the client and management team. He is the backbone of the accounting department.

Reports are one thing, but bringing the financial pieces together accurately each month is a tremendous undertaking. Each site's income and expenses must be translated into useable reports. Over the years, Laughton Properties has used various accounting software programs, including YARDI, in addition to programs specifically designed for this business. In 1997 the company installed AMSI, a cutting edge accounting software package designed for property management. It was because of Cory's insight into the financial needs of both management and client, and his leadership with the property employees and computer vendors, that this state of the art computer program was quickly up and running. Cory continues to train individuals and group employees on the use of the AMSI program, and performs on-site and corporate accounting responsibilities.

In addition to the month-to-month reports and a dedication to excellence, there is often a forgotten burden that comes at the end of the year taxes. As Controller, Cory also works with our clients' tax accountants whenever needed throughout the year. It is because of this association and the thoroughness with which he operates that clients have reported a decrease in costs associated with their partnership tax reporting.

While others in the organization are seeing to it that our clients' properties are at their peek occupancy and remain in excellent physical condition, Cory is at the financial helm. His contributions round out the Laughton Properties' team - your guarantee that your investment will function to its full potential.

B. Additional Management Support Team

Rebecca Scanlin, Human Resources and Payroll

Danielle Gard, Accounts Payable / Accounts Receivable

Sharon McCray, Accounts Payable / Accounts Receivable

Ericka Rincon-Olvera, Administrative Assistant and Leasing

Alina Asrian, Administrative Assistant and Leasing

Plus an experienced team of maintenance staff and selected vendors on call.

C. Why Hire A Certified Property Manager (CPM®)?

When you hand over the keys to your investment property to a managing company, you want to be sure that the company has the integrity and experience to maximize the investment potential.

Who better to turn those keys over to than a company with two seasoned CPM® members. Linda Rutledge and a CPM® and is involved in this organizations' programs in the Greater Sacramento Area.

And What Is A CPM®?

Certified Property Managers must abide by a Code of Professional Ethics, which is enforced by the Institute of Real Estate Management. IREM members' commitment to this code requires use of the utmost care in managing your property and in handling funds. The CPM® is the only real estate management designation to protect your investment with rigid enforcement of this code.

When you hire a CPM, you are hiring management expertise and experience. Experience is one of the defining qualifications of a CERTIFIED PROPERTY MANAGER. Candidates for the designation must have a minimum of five years of effective full-time decision making activity in the real estate management field before earning the designation. The average CPM member has more than 18 years of real estate management experience.

You can trust your real estate investment to a CPM®.

You can trust your real estate investment to Laughton Properties, Inc.

SECTION IV. REFERENCES

"I just received the monthly report for Venetian Terrace. Bottom line, Linda, you're doing a great job. I trust you. You make good sound decisions, so I'm following your lead and suggestions on Venetian Terrace. I feel you're taking care of that project as if it were your own. And, just keep doing that."

TC (166 units)

"If you had been managing my property for the last few years, we would be cash flowing. "

MK (64 units)

"We so appreciate the excellent work you all do in managing our apartment building."

J & JG (26 units)

"We're so pleased with your services and know our Victorian is in much better shape."

GM(4 units)

"The quantity and quality of applicants continues to improve...Vacancy is in the 1% to 3% range depending upon the season. Rents have reached numbers that I wouldn't have predicted...*The credit for all this should go to Linda Rutledge at Laughton Properties* with whom I am constantly in touch... Even when I am out of town, Linda and I communicate by cell phone regularly. In my participation in Chamber of Commerce and neighborhood activities, I receive many compliments on how well cared-for the property appears."

JH (200 units)

"I wanted to let you know that I appreciate all you did for me on Bravado. Certainly a tougher property than we expected, but you did get a hold of the tiger towards the end, and if you hadn't, we wouldn't have been able to sell it, even at the loss that we took. Sure to run into you again, and be happy to work with you if we ever buy another multifamily up in your neck of the woods."

JW (30 units)

"I sure am getting the turn around! You are performing as advertised."

MR (47 units)

"As you know we are diligently marketing your property in Stockton. The challenge initially was the high vacancy level, poor quality of tenants and lack of rent ready units. Linda Rutledge has done an outstanding job bringing the property back. During the time I have been involved with the property I have seen all the work done by property management. The management and maintenance teams need to be commended."

Broker, Sacramento Commercial Brokerage Firm

"Thanks for doing such a great job for Dos Pinos. We are so lucky to have Laughton Properties managing us! Hiring you is one of the best accomplishments from my time on the Board!"

LT (60 units)

"Have been following this insurance issue with extreme interest. One for the savings that your professionalism has evaluated, and two as it reinforces my belief that you are the best property manager I could hope to employ. The second statement is bolstered by the fact that I was a property manager for 15 years and I also employ property managers on my other units that in no way approach your personal and professional expertise."

Steve Robertson

"Call these clients…they'll tell you about us"

Jonathan Horowitz (650) 574-2157	**Thomas Roth** (916) 335-9653
Patrick and Julie Ho (916) 393-2081	**Ted Caldwell** (530) 666-5799
Joan Covec (775) 831-0717	**Norman & Sylvia Chu** (650) 348-2255
Nina Resmini (650) 799-0307	**Steve Robertson** (831) 254-5418
Larry Crabbe (916) 455-3337	**Richard & Melissa Lyman** (916) 548-1661

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

9.

File #:	14-364	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/4/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Approval of Subrecipient Agreements for Yolo Wayfarer Center Funded Through 2013 Continuum of Care Program Grant

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute two subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through 2013 Continuum of Care (CoC) Program grants in the amounts of $23,806 and $24,007 and authorizes the Finance Officer to amend the budget as necessary.

Sponsors:

Indexes:

Code sections:

Attachments: CC Reso Subrecip Agmnt 7Oct14
Subrecipient Agreement - Individuals 7Oct14
Subrecipient Agreement - Families 7Oct14
Agreement HUD Individuals
Agreement HUD Families

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Approval of Subrecipient Agreements for Yolo Wayfarer Center Funded Through 2013 Continuum of Care Program Grant

Recommendation for Action : Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute two subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through 2013 Continuum of Care (CoC) Program grants in the amounts of $23,806 and $24,007 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact

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

Fiscal Impact

The Department of Housing and Urban Development (HUD) will provide a portion of the grant funds, at total of $3,082 for the two grants, for administration in order to defray the City's costs in administering the grants.

Background

The City of Woodland has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances the programs have been operated by the Yolo Wayfarer Center.

Discussion

In 2014 (CoC program year 2013) the City applied for four separate CoC grants including a renewals of the City's 2009 Permanent Supportive Housing grant for Chronically Homeless Individuals and 2010 Permanent Supportive Housing grant for Chronically Homeless Families. HUD notified the City earlier this year of a conditional grant award and requested technical submittals. Last month, HUD transmitted the attached grant agreements for signature by the City Manager. The grant funds will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. The individuals and families assisted will receive supportive services.

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council approve Resolution No._____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through 2013 Continuum of Care (CoC) Program grants in the amounts of $23,806 and $24,007 and authorizes the Finance Officer to amend the budget as necessary.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments:
1. Resolution No._____
2. Subrecipient Agreements (2)
3. HUD Grant Agreements (2) for Program Year 2013 Permanent Supportive Housing Grants

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE TWO SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR CONTINUUMM OF CARE PROGRAM GRANTS (2013 PSH GRANTS FOR CHORNICALLY HOMELESS INDIVIDUALS AND FAMILIES)

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

WHEREAS, the City of Woodland has Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grants received by the City assist with the funding of the Yolo Wayfarer Center's permanent supportive and transitional housing programs for families and individuals.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute two subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amounts of $23,806 (Permanent Supportive Housing for Chronically Homeless Individuals) and $24,007 (Permanent Supportive Housing for Chronically Homeless Families) and any other documents necessary to implement this program;

Section 2: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 3: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on this 7th day of October, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2013 Renewal of 2009 PSH Grant for CH Individuals)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2014 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2013 (but PY 2014).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Operations Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2013 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2013 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about August 26, 2014, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2013 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

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

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

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

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

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Operations Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806) (less administrative costs of $1,534 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for one chronically homeless family in one unit as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

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

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

A. The sum of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2014 and shall terminate on January 31, 2015 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

Section 5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

With copies to: City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ___________________ By: _____________________________________
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ___________________ By: _____________________________________
Doug Zeck
Chief Operations Officer

EXHIBIT A—SCOPE OF SERVICES

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

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

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

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

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Operations Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Family Permanent Supportive Housing in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806), WOODLAND shall retain a total of One Thousand, Five Hundred Thirty-Four Dollars ($1,534) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for chronically homeless individuals) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Twenty-Three Thousand, Eight Hundred Six Dollars ($23,806) less City administrative costs of ($1,534) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to

WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

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

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

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

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

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

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

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

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S.

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

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

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

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

Section 10. **Sanctions.** Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. **Americans with Disabilities.** SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement.

SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2014 and terminating on January 31, 2015.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	6,260		
2 Supportive Services*	4,384		
3. Operations**	11,628		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	22,272		
6. Administration	1,534		
7. Total CoC Request (total lines 5 and 6)	23,806		

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

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2013 Renewal of 2010 PSH Grant for CH Families)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2014 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2013 (but PY 2014).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless families, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Operations Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2013 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2013 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about September 15, 2014, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2013 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

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

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

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

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

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

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

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Operations Officer of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Four Thousand, Seven Dollars ($24,007) (less administrative costs of $1,548 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless families as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

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

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

A. The sum of Twenty-Four Thousand, Seven Dollars ($24,007) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2014 and shall terminate on January 31, 2015 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

Section 5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

With copies to: City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“WOODLAND”

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Operations Officer

EXHIBIT A—SCOPE OF SERVICES

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

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

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

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

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Operations Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Family Permanent Supportive Housing in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Twenty-Four Thousand, Eight Hundred Six Dollars ($24,007), WOODLAND shall retain a total of One Thousand, Five Hundred Thirty-Four Dollars ($1,548) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for chronically homeless families) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Twenty-Four Thousand, Seven Dollars ($24,007) less City administrative costs of ($1,548) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to

WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

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

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

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

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

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

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

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

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S.

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

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

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

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

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement.

SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

   i. Abide by the terms of the statement; and

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2014 and terminating on January 31, 2015.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	12,876		
2 Supportive Services*	5,000		
3. Operations**	4,583		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	22,459		
6. Administration	1,548		
7. Total CoC Request (total lines 5 and 6)	24,007		

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
600 Harrison Street
3rd Floor
San Francisco, CA 94107

Tax ID No.: 94-6000459
Grant Number: CA0851L9T211301
DUNS No.: 095878880

FY 2013 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Woodland (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2013 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
   a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
   b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
   c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
   d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
   e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
   f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

____
(Signature)

Maria Cremer, Director
(Typed Name and Title)

____
(Date)

RECIPIENT

City of Woodland
(Name of Organization)

By:

____
(Signature of Authorized Official)

Paul Navazio, City Manager
(Typed Name and Title of Authorized Official)

____
(Date)

Tax ID Number: 94-6000459
Grant Number: CA0851L9T211301
DUNS Number: 095878880

EXHIBIT 1

SCOPE OF WORK for FY2013 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2013 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $23806 for project number CA0851L9T211301. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 6260
f. Rental assistance	$ 0
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 4384
h. Operating costs	$ 11628
i. HMIS	$ 0
j. Administration	$ 1534

4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

5. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
600 Harrison Street
3rd Floor
San Francisco, CA 94107

Tax ID No.: 94-6000459
Grant Number: CA0986L9T211301
DUNS No.: 095878880

FY 2013 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Woodland (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2013 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
    a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
    c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
    e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
    f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

____
(Signature)

Maria Cremer, Director
(Typed Name and Title)

____
(Date)

RECIPIENT

City of Woodland
(Name of Organization)

By:

____
(Signature of Authorized Official)

Paul Navazio, City Manager
(Typed Name and Title of Authorized Official)

____
(Date)

Tax ID Number: 94-6000459
Grant Number: CA0986L9T211301
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SCOPE OF WORK for FY2013 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2013 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $24007 for project number CA0986L9T211301. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 12876
f. Rental assistance	$ 0
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 5000
h. Operating costs	$ 4583
i. HMIS	$ 0
j. Administration	$ 1548

4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

5. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

10.

File #:	14-401	Version: 1	Name:	
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	9/25/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	

Title: SUBJECT: Purchase of Six Replacement Police Patrol Vehicles

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the purchase of six (6) Ford Interceptor Utility vehicles for Police patrol operations under State of California contract number 1-12-23-14.

Sponsors:

Indexes:

Code sections:

Attachments: Folsom Ford Quote
Resolution for PD Patrol Vehicles Purchase
1-12-23-14_Supplement_1

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 21, 2014
SUBJECT: Purchase of Six Replacement Police Patrol Vehicles

Recommendation for Action : Staff recommends that the City Council approve Resolution No. _____ authorizing the purchase of six (6) Ford Interceptor Utility vehicles for Police patrol operations under State of California contract number 1-12-23-14.

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org

Council Goal

Maintain Quality of Life / Public Safety - Ensure appropriate resources in support of public safety departments and programs.ount of $289,309.38.

Fiscal Impact

The total cost for the replacement of six police patrol vehicles is $289,309.38, including the price of the vehicle plus up-fit expenses and applicable taxes. Funding for this purchase is included in the approved FY2014/15 budget and is provided through the Fleet Vehicle Replacement Fund.

Background

The Ford Interceptors will replace six older patrol vehicles that have reached or exceeded their programmed end-of-life. City Council previously approved the budget to replace these vehicles during the Fiscal Year 2014/2015 budget review cycle. However, the purchase itself requires a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than $50,000 must be awarded by City Council.

Discussion

All six Interceptors will be purchased from a single dealership through the State contracting cooperative. Fleet Services has traditionally leveraged the State contracting cooperative as a streamlined method of purchasing vehicles without need of going out to bid. The contracts under the State cooperative have already been competitively bid, and the State allows local governments to "piggyback" on their contracts. This saves Fleet Services a significant amount of time in going out to bid while ensuring the City is still receiving competitive pricing on all vehicle purchases. The dealership awarded the State contract is able to extend significant discounts on the price of the vehicles due to the high amount of sales they receive for being the selected contractor. This makes it very difficult for local dealerships to compete for our business, even after factoring in the 5% local bidder preference. Considering the savings in both costs and time, purchasing these vehicles under the State contract is the best option.

Conclusion

Staff recommends that the City Council approve the purchase of six Ford Interceptor Utility vehicles for Patrol operations under the State contract number 1-12-23-14.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Greg Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: State Contract User Instructions
Dealership Quote
Resolution
State Contract Supplement

FOLSOM LAKE FORD
THE FORD SOURCE
12755 FOLSOM BLVD. • FOLSOM, CA 95630 • (916) 353-2000

DANIEL A. RAIMONDI
Fleet Director
(916) 353-2000, Ext. 376
Toll Free 1-800-655-0555
Cell. (916) 825-1622
Fax (916) 353-2078

ORDER BASIS
12-14 WEEKS

8/29/2014

K8A	4DR AWD POLICE
	.112.6" WB
UA	BLACK
9	CLTH BKTS/VNL R
W	BLACK INTERIOR
500A	EQUIP GRP
99R	.3.7L V6 TIVCT
44C	.6-SPD AUTO TRAN
67H	ROAD READY PKG
	.DR LOCK PLUNGER
	.100 WATT SIREN
	.TAIL LAMP PKG
	.REAR LIGHT PKG
	.RR MOUNT PLATE
	FRT LICENSE BKT
16D	BADGE DELETE
17A	AUX CLIMATE CTL
17T	CARGO DOME LAMP
21B	REAR VIEW CAM
423	CAL EM NOT REQD
43D	COURTESY DISABL
51S	DUAL LED LAMPS
59B	KEY CODE 1284X
60R	NOISE SUPPRESS
63B	SD MARKER LGHTS
66A	FRONT HDLMP PKG
	.GRILL WIRING
76R	REVERSE SENSING
90E	LH/RH PANELS
92R	SOLAR TINT 2ND
936	CAL SER VEH EXP
	FLEX FUEL

$32,748.00 INTERCEPTOR
$11,787.32 LEHR UP FIT

$44,535.32
$ 3,674.16 TAX @ 8.25%

$48,209.48
$ 8.75 CA TIRE FEE

$48,218.23 PER UNIT /4 WHITE DOORS AND ROOF WHITE
LESS $500.00 DISCOUNT
20 DAY PAYMENT

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE OF SIX (6) FORD INTERCEPTOR UTILITY VEHICLES FROM FOLSOM FORD

WHEREAS, the City of Woodland wishes to purchase six Ford Interceptor Utility vehicles in the total amount of $289,309.38;

WHEREAS, the Ford Interceptor Utility vehicles will replace six older patrol vehicles that have already previously been approved by Council in the Fiscal Year 2014/2015 budget;

WHEREAS, the City of Woodland wishes to purchase the six Ford Interceptor Utility vehicles from Folsom Ford under the State of California contract number 1-12-23-14;

WHEREAS, the City Council wishes to approve the purchase;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves the purchase of six Ford Interceptor Utility vehicles from Folsom Ford under the State contract number 1-12-23-14 in the amount of $289,309.38.

PASSED AND ADOPTED by the City Council on this 7th day of October 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

CONTRACT USER INSTRUCTIONS

**** MANDATORY ****

(Supplement 1)

CONTRACT NUMBER:	1-12-23-14, Supplement 1
DESCRIPTION:	ENFORCEMENT VEHICLES, SEDAN & UTILITY
CONTRACTOR(S):	Folsom Lake Ford
CONTRACT TERM:	5/25/2012 through 5/24/2015
STATE CONTRACT ADMINISTRATOR:	Timothy Smith (916) 375-4451 timothy.smith@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Original Signed	5/22/2014
Timothy Smith, Contract Administrator	**Date**

Contract No. 1-12-23-14

Contract User Instructions

Supplement 1

SUMMARY OF CHANGES		
Supplement No.	**Description/Articles**	**Supplement Date**
1	Subject contract is hereby extended for one additional year. The State reserves the right to terminate the contract with a 30 day written notice. The discount percentage offered for all options in the Dealer Catalog has increased from **5%** to **10%**.	5/22/2014

Legislation Details (With Text)

11.

File #:	14-410	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	10/2/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Fire Apparatus Lease Purchase Agreement with Oshkosh Capital

Recommendation for Action: Staff recommends that the City approve Resolution No. _____ to authorize the City Manager to execute a Master Lease-Purchase Agreement with Oshkosh Capital for lease of three fire apparatus in an amount not to exceed $1.14 million principal costs.

Sponsors:

Indexes:

Code sections:

Attachments: Fire Apparatus Lease Resolution

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Fire Apparatus Lease Purchase Agreement with Oshkosh Capital

Recommendation for Action : Staff recommends that the City approve Resolution No. _____ to authorize the City Manager to execute a Master Lease-Purchase Agreement with Oshkosh Capital for lease of three fire apparatus in an amount not to exceed $1.14 million principal costs.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

Total principal amount of the lease is currently estimated at an amount not to exceed $1.14 million. The lease will be amortized over a ten year period (which is the same as the useful life the equipment being leased), and interest rates are 3.51% The annual lease payment will be approximately $137,000, will begin one year from execution of the lease, and will be paid from the General Fund.

This lease payment has been included in the long-term General Fund forecasts previously provided to and discussed with Council.

Background

In 2004, the City leased several fire apparatus over a ten year period with a total annual lease payment of $114,500. The equipment that was leased and built at that time has reached the end of its useful life and has deteriorated significantly. The equipment spends a large portion of its time being serviced and repaid in the shop and is frequently unavailable for use.

The leased equipment proposed is one Pierce Velocity Pumper and one Pierce 4x4 Freightliner Wildland Pumper. The estimated total cost of this equipment is $1,140,000.

Discussion

The City Council previously approved a Vehicle Fleet Management Policy allowing for the lease purchase of vehicles with a long service life, minimum initial cost of $80,000 and/or situations where the City may benefit from alternative financing strategies. In many cases, a lease purchase makes financial sense and helps the City from a cash flow standpoint by avoiding a significant expenditure of funds.
Based on the vendor and purchase price established pursuant to a competitively bid contract issued by the Houston Galveston Area Council (HGAC), staff evaluated a variety of lease options offered through various institutions. The proposed equipment purchase is for the apparatus to be built with Pierce, and for the financing of the lease to occur with Oshkosh Capital.

Once the lease is executed, Pierce can begin construction of the various apparatus; this process can take anywhere from six months to one year, depending upon other orders that may be ahead of the City with Pierce. The lease would commence upon signing the contract with Pierce, and the first lease payment would be required one year following that date.

Conclusion

Staff recommends that the City approve Resolution No. _____ to authorize the City Manager to execute a Master Lease-Purchase Agreement with Oshkosh Capital for lease of three fire apparatus in an amount not to exceed $1.14 million principal costs.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachments: Resolution

RESOLUTION NO: ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FIRE APPARATUS LEASE PURCHASE AGREEMENT WITH OSHKOSH CAPITAL

Municipality/Lessee: City of Woodland

Principal Amount Expected To Be Financed: $1.14 Million

WHEREAS, the City of Woodland is a political subdivision of the State in which the City of Woodland is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City Council of the City of Woodland ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Woodland.

WHEREAS, the City Council hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the City of Woodland.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The City Manager acting on behalf of the City of Woodland, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the City Clerk's Office of the City of Woodland. The City Manager acting on behalf of the City of Woodland is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the City Manager deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by the City Manager, City Manager may designate specifically identified officers or employees of the City of Woodland to execute and deliver agreements and documents relating to the Leases on behalf of the City of Woodland.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the City of Woodland as set forth therein.

Section 4. The City of Woodland's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the City of

Woodland's obligations under the Leases shall not constitute general obligations of the City of Woodland or indebtedness under the Constitution or laws of the State.

Section 5. This space was left intentionally blank.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2014.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2014, by the following vote:

PASSED AND ADOPTED by the City Council this 7th day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Legislation Details (With Text)

12.

File #:	14-388	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/17/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Second Reading - Home Occupations Ordinance Amendment to Allow Cottage Food Operations in Residential Areas

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1569 amending the City's Home Occupations Ordinance to allow Cottage Food Operations in residential areas. The proposed Ordinance will amend Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance), 25-4-10 (Residential Land Use, Table 1) and 25-4-20 (Special Conditions) of the Woodland Municipal Code.

Sponsors:

Indexes:

Code sections:

Attachments: Att 1_Ex A, B, C_Home Occupations Ordinance Amendment
Att 2_Cottage Food Operations Fact Sheet

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Second Reading - Home Occupations Ordinance Amendment to Allow Cottage Food Operations in Residential Areas

Recommendation for Action : Staff recommends that the City Council adopt Ordinance No. 1569 amending the City's Home Occupations Ordinance to allow Cottage Food Operations in residential areas. The proposed Ordinance will amend Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance), 25-4-10 (Residential Land Use, Table 1) and 25-4-20 (Special Conditions) of the Woodland Municipal Code.

Staff Contact

Erika Bumgardner, Associate Planner - (530) 661-5886, Erika.bumgardner@cityofwoodland.org
James Beggs, Planning Intern - (530) 661-5913, james.beggs@cityofwoodland.org

Fiscal Impact

The City will incur a minor cost estimated at less than $400 to publish a copy of Ordinance No.1569 after City Council adoption. If approved, the zoning amendment will allow home kitchens to make and sell non-potentially hazardous foods out of the home, acting as "incubators" for small business, which leads to increased commercial activity as businesses grow, strengthening the local economy.

Background

Assembly Bill (AB) 1616 was signed into law by Governor Brown on September 21, 2012, and became effective on January 1, 2013. The law allows individuals to prepare and/or package certain non-potentially hazardous foods in private-home kitchens referred to as "cottage food operations" (CFOs). AB 1616 limits cities' authority of CFOs by mandating non-discretionary approval and allowing only certain reasonable standards and requirements concerning spacing and concentration, traffic control, parking, and noise control to be adopted. Please see Attachment 2 Cottage Food Operations Fact Sheet.

As defined by the California Health and Safety Code, a "cottage food operation" means an enterprise that is operated by a cottage food operator and not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where cottage food products are prepared or packaged for direct or indirect sale to consumers, as defined and may be amended by the California Department of Public Health, Section 113758 of the Health and Safety Code. Gross annual sales are regulated by and subject to the provisions of California Health and Safety Code Section 113758.

Discussion

Consistent with California Assembly Bill 1616, the City recommends the addition of Cottage Food Operations as a component of the existing Home Occupations Ordinance. The proposed amendment will modify and add language allowing "non-potentially hazardous" or "low risk" food production, as established by the California Department of Public Health to occur in a private residence.

Yolo County Environmental Health Services may inspect the permitted or registered area of the private home in which the cottage food operation prepares, handles, or stores food (1) prior to issuing a permit to "Class B" CFOs (see Attachment 2), and (2) on the basis of a consumer complaint where there is reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation or that the cottage food operation has violated provisions of law related to cottage food operations.

The proposed amendment adds Cottage Food Operations as an allowed use, incidental to the primary use of the home, within residentially zoned areas, citywide. The amended ordinance includes language allowing one assisting, full-time equivalent employee (in addition to the permanent residents of the home) to be employed by the CFO. The CFO use will be added to Table 1 - Residential Land Use Table, of the city's Zoning Ordinance as an allowed "accessory use, incidental to the principal use." CFOs shall be defined under Article 3, *Definitions*, of the Zoning Ordinance.

This new category will allow home kitchens to make and sell non-potentially hazardous foods out of a home kitchen. The addition of CFOs as an allowed, accessory use within residentially zoned areas of the city is consistent with the purpose and intent of the existing Home Occupations Ordinance.

The addition of CFOs to the existing home occupations ordinance will broaden the list of allowed home occupations to include food preparation, recognizing the home as a viable location for CFOs, and ensuring the compatibility of proposed CFOs with the surrounding neighborhood.

The proposed zoning amendment will bring the city's zoning ordinance into compliance with AB 1616 and will clarify the zoning approval process for CFOs; aligning CFO performance standards with those of "home occupations." Like permitted home occupations, CFOs will be subject to performance criteria to ensure their operation is compatible with surrounding residential uses, including (not limited to):

- That the proposed operation is an accessory use of the home, incidental and subordinate to its use for residential purposes;
- That there are no visible structural design modifications to the exterior of the home which would indicate a business use;
- That vehicles related to the home occupation shall be restricted to standard noncommercial cars, trucks, and vans;
- That deliveries other than standard parcel services are prohibited; and
- That the CFO does not pose a health hazard or nuisance violation consistent with city code and with the provision of Yolo County Environmental Health Services.

On September 16, 2014, the City Council conducted a public hearing to consider the proposed ordinance amendment and introduced the first reading of the ordinance. The second reading and adoption of the ordinance was scheduled for the October 7, 2014 City Council meeting.

Commission/Committee Recommendation

The Planning Commission at its meeting on August 21, 2014 recommended approval on a 6-0 vote of the proposed changes to amending Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance) and 25-4-10 (Residential Land Use, Table 1) of the Woodland Municipal Code allowing Cottage Food Operations to operate within residentially zoned areas within the city as a component of the city's existing Home Occupations Ordinance.

Public Noticing

Public notice for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law, including a one-eight page legal notice published in the Woodland Daily Democrat ten days prior to the hearing.

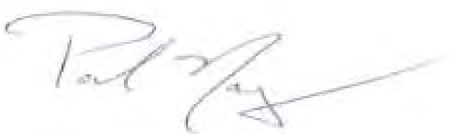
Copies of the factual staff report for the proposed ordinance amendment have been on file at City Hall since Friday, September 12, 2014.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1569 amending the City's Home Occupations Ordinance to allow Cottage Food Operations in residential areas. The proposed Ordinance will amend Sections 25-3-10 (Definitions), 25-21-45 (Home Occupations Ordinance), 25-4-10 (Residential Land Use, Table 1) and 25-4-20 (Special Conditions) of the Woodland Municipal Code.

Prepared by: Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachments:

1. Ordinance No. 1569
   Exhibit A - Amended Home Occupations Ordinance (Section 25-21-45)
   Exhibit B - Residential Land Use Table (Section 25-4-10, Table 1)
   Exhibit C - Special Conditions (Section 25-4-20)
   Exhibit D - Definitions (Section 25-3-10)
2. Cottage Foods Operations Fact Sheet

ORDINANCE NO. _________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 25-3-10, 25-4-10, 25-4-20 AND 25-21-45 OF THE WOODLAND MUNICIPAL CODE RELATING TO HOME OCCUPATIONS

WHEREAS, various federal and state laws partially restrict the City of Woodland's ability to regulate Cottage Food Organizations; and

WHEREAS, despite these restrictions, the City has the ability to regulate all Cottage Food Organizations for certain reasonable standards and requirements concerning spacing and concentration, traffic control, parking, and noise control; and

WHEREAS, the City desires to amend its Home Occupations ordinance to ensure its regulations comply with applicable federal and state law pertaining to Cottage Food Operations while preserving local control to the greatest extent possible; and

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

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

Section 2. **Amendment.** Sections, 25-21-45, 25-4-10, 25-4-20 and 25-3-10 of the Woodland Municipal Code are hereby amended to read in full as set forth in the attached Exhibits "A," "B," "C," and "D" incorporated by this reference.

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 which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are declared to be severable.

Section 4. **Effective Date and Publication**. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

///

///

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///

///

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of ___________________, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

EXHIBIT A

Sec. 25-21-45. Home Occupations and Cottage Food Operations.

(a)

Findings of Fact.

(1)

Home Occupations and Cottage Food Operations (CFOs) provide the following benefits:

(A)

Support opportunities for alternative employment forms that are nurturing to a family environment by allowing one or both parents to remain home during the day;

(B)

Increase the number of people at home during the day, which improves neighborhood safety;

(C)

Act as "incubators" for small business, which leads to increased commercial activity as businesses grow; and

(D)

Encourage telecommuting, thereby minimizing traffic congestion and air pollution.

(b)

Statement of Purpose. It is the purpose of this section to recognize the home as a viable location for some occupations and to ensure the compatibility of home occupations and CFOs with the surrounding neighborhood.

(c)

Definitions. Home Occupation. "Home occupation: means any accessory use conducted within a dwelling, accessory building or private recreation area (such as a pool or tennis court) and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the character thereof or adversely affect the uses permitted in the residential zone of which it is a part".

Cottage Food Operations.* "Cottage food operation" means an enterprise that is operated by a cottage food operator and not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where cottage food products are prepared or packaged for direct or indirect sale to consumers, as defined and may be amended by the California Department of Public

Health, Section 113758 of the Health and Safety Code. Gross annual sales are regulated by and subject to the provisions of California Health and Safety Code Section 113758.

* For the purpose of this Article, Cottage Food Operations shall be considered a Home Occupation. The term Home Occupation shall also mean Cottage Food Operations.

(d)

Performance Standards. No business registration (license) shall be granted for any home occupation business located in the A-1 zone, any residential zone, or in any residence unless the conduct and operation of the proposed business meets each of the criteria listed below. Business license applications will be reviewed by the ~~city~~ Community Development Director for their compatibility with the residential zone in which they will be located.

(1)

Accessory Use Only. The use of the dwelling for home occupation shall be clearly incidental and subordinate to its use for residential purposes. There shall be no outward appearance of the home occupation. The home occupation may be conducted in the principal dwelling or accessory structures on the subject property; provided, that the area does not exceed twenty-five percent of the total livable area or five hundred square feet (including inside storage areas), whichever is less.

(2)

Structural or Design Modifications. There shall be no external alteration of appearance to the dwelling or accessory structure in which a home occupation is conducted which would indicate a business use. Garage conversions are prohibited.

(3)

Number of Home Occupations. In no cases shall more than two home occupations be conducted on a single site, and where there are two permitted, the limitations of this section shall apply to the combined uses.

(4)

Owner Approval. Renters must obtain written approval of the property owner prior to operating a home occupation. This written approval shall be submitted with the business license application. The home occupation business shall terminate upon withdrawal of said approval by the property owner.

(5)

Employees. A home occupation may employ no more than one full-time equivalent employee. Only the actual resident(s) of the dwelling unit and one assisting employee may work at the home occupation at any time. ~~shall engage in the home occupation.~~

(6)

Clients/Patrons. The combined number of clients/patrons that can attend the residence is limited to no more than one per hour, with a maximum of eight per day.

(7)

Hours of Operation. Home occupation businesses may only ~~shall~~ be conducted between the hours of 8:00 A.M. to 8:00 P.M., seven days per week. No patrons shall be received outside of these hours.

(8)

Number of Vehicles. Vehicles related to the home occupation shall be restricted to standard noncommercial cars, trucks, and vans (one ton or less).

(9)

Advertising on Vehicles. Not more than one vehicle advertising a home occupation shall be permitted.

(10)

Deliveries. Deliveries other than standard parcel services are prohibited entirely as incompatible within residential zones.

(11)

Signs. Signs shall be prohibited in association with home occupations.

(12)

Storage. Storage of materials, goods, supplies or equipment related to the operation of a home occupation in excess of what would be considered normal for the zone is prohibited. Storage shall not be visible. Storage must be enclosed within a building. Storage must comply with the current edition of the Uniform Building Code and Uniform Fire Code.

(13)

Showrooms. Showrooms or other display arrangements shall be prohibited.

(14)

Equipment. No mechanical equipment shall be used that creates visible or audible interference in line voltage outside the dwelling unit or that creates noise, odor, glare, smoke, dust or hazardous conditions not normally associated with residential uses.

(15)

Health Hazards. No home occupation shall be detrimental to the public health, safety or welfare. Such prohibited uses include those which involve the use of hazardous materials and uses which entail the harboring, training or raising of animals.

(16)

Nuisances. No equipment or process shall be used in a home occupation which creates noise, vibration, glare, fumes, odor, electrical interference or visual blight, and/or which constitutes a nuisance as defined by the city's nuisance ordinance.

(17)

Access for Inspection Purposes. The city may, at all reasonable times during regular business hours, enter the premises for the purpose of inspection to determine whether or not the home occupation is in compliance with the conditions of this section.

(18)

Other Applicable Regulations. Home occupations shall comply with provisions of health code requirements, relevant uniform building codes, applicable regulations of the Alcohol, Tobacco, and Firearms Division of the Federal Department of Treasury, and all other applicable federal, state or local regulations.

(19) Cottage Food Operation Requirements.

"Cottage food products" means nonpotentially hazardous foods, including foods that are limited to and described in Section 114365.5 of the State of California Health and Safety Code and that are prepared for sale in the kitchen of a cottage food operation.

A Cottage Food Operation shall obtain an annual registration or annual permit to operate through Yolo County Environmental Health Services prior to commencing operations. Yolo County Environmental Health Services shall review for compliance with the provision of state law related to cottage food operations as described below and as subject to periodic amendment by the state:

A "Class A" cottage food operation is a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales venues.

A "Class B" cottage food operation is a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues, from offsite events, or from a third-party retail food facility described in the paragraphs below.

All definitions are per section California Health and Safety Code Section 113758 and are subject to amendment by the State.

(e)

Exemptions. Day care facilities for twelve or less persons shall be exempted from this section.

(f)

Prohibited Uses. A home shall not be used for the following: (1) the use of hazardous materials of a type or quantity not normally associated with residential uses; (2) uses which entail the harboring, training, or raising of animals; (3) fortunetelling, tattoo parlors and massage parlors; (4) automobile related activities, including auto repair except for personal vehicles; (5) funeral homes; and (6) small engine repair, including lawn mowers and chainsaws. Woodworking shall be confined to noncommercial, hobby-type related activities.

(g)

Fees. Applicants for new or renewed home occupations/business licenses shall pay all appropriate fees pursuant to the city fee schedule.

(h)

Penalties. Any violation of the provisions of this section shall be subject to enforcement under the applicable provisions of the city's nuisance ordinance.

(Amended during the March 2009 supplement)

(Amended in February 2014)

EXHIBIT B

Sec. 25-4-10. Table 1—Permitted uses.

Sec. 25-4-10. Table 1—Permitted uses.

To determine in which zone a specific use is allowed:

(1) Find the use in the left-hand column;

(2) Read across the table until either a "letter" or an "x" appears in one of the columns;

(3) If a letter appears this means that the use is allowed in the zone represented by that column, but only if certain conditions are complied with. The conditions applicable to that use are those corresponding to the letter listed in Section 25-4-20

(4) If an "x" appears in a column the use is allowed in the zone represented by that column without being subject to any of the conditions listed in Section 25-4-20

(5) If neither a "letter" nor an "x" appears in a column, the use is not allowed in the zone represented by that column:

(6) The planning commission shall interpret the appropriate zone for any land use not specifically listed in the Table, based on a finding of consistency with the purpose of the zone and that the use is of the same general character as that of the uses permitted in that zone;

(7) Overlay zones are not included in table.

(Amended during the March 2009 supplement.)

Table 1

The home occupations use in Table 1 of Section 25-4-10 of the Woodland Municipal Code is being amended to read as follows:

Residential Land Uses

Uses	Zone												
	A-1	O-S	R-1	R-2	N-P	R-M	C-1	CBD	C-2	ESD	C-3	C-H	I
Home occupations/**Cottage Food Operations**	e		e	e	e	e		e		n			

EXHIBIT C

Sec. 25-4-20. Special conditions.

The following special conditions apply to those land uses indicated by corresponding letter in Table 1:

a. Existing uses in N-P zone on December 6, 1979. These uses may be replaced with new structures containing the same number of, but no additional, dwelling units, rooms or beds than existed on December 6, 1979. Nursing and convalescent homes may be expanded or enlarged by conditional use permit;

b. Conditional use permit required if for more than six guests or persons;

c. Permitted on corner lots only. Each entrance must front on a separate street;

d. Conditional use permit required;

e. Accessory use, incidental to principal use; **Subject to Section 25-21-45, Home Occupations**

f. Second dwelling units are permitted subject to the following standards and conditions:

   1. The second dwelling unit shall be architecturally compatible as to style, size, mass, color and materials and the primary dwelling,
   2. The size of a detached second dwelling unit is limited to a maximum of six hundred square feet for lots under eight thousand square feet, a maximum of one thousand square feet for lots over eight thousand,
   3. An attached second dwelling unit may not exceed thirty percent of the floor area of the primary unit excluding any garage,
   4. The second dwelling unit shall meet all setbacks that apply to other dwellings built in the residential or combined residential zone,
   5. Accessory buildings on a lot that do not meet the setback requirements for a main building on the lot may not be converted to a second dwelling unit,
   6. The project will provide two off-street parking spaces to city standards for the primary residence and one parking space for each bedroom in the second dwelling unit,
   7. The building converge for the site may not exceed fifty percent,
   8. The subject lot shall be at least the minimum width and area required within the zone or for the underlying residential zone in a combined zoning district,
   9. No more than forty percent of the front yard setback may be paved for parking,
   10. Any detached second dwelling unit shall be no taller than fifteen feet,
   11. Any detached second dwelling unit shall be no closer than ten feet to the primary dwelling,
   12. One of the dwelling units must be occupied by the owner of the property. If the owner ceases to reside on the site then one of the dwelling units shall be vacated and remain vacant in the absence of an owner occupant. The applicant shall sign an enforceable agreement with the city of Woodland to abide with this requirement,
   13. Applications for second dwelling units are subject to staff level site and design review and their commensurate fees,
   14. Any application for a second dwelling unit that does not meet the standards specific to this section may apply for a conditional use permit to construct a second dwelling unit,

15. Failure to comply with any part of this section shall be a violation of law and punishable by fine;

g. Conditional use permit subject to Section 25-21-30

h. Subject to Section 25-21-50

i. Residence must be located in the building of the use. If use is open storage that has no buildings a mobile home is permitted;

j. Office must be converted to residences when sales activity ceases;

k. Conditional use permit required. Only allowed in neighborhood preservation/transitional overlay zone (NP/T);

l. Zoning administrator permit required;

m. Refer to downtown specific plan and the Land Use Area Matrix contained in Article 14.5

n. Refer to East Street Corridor specific plan;

o. Refer to East Street Corridor specific plan;

p. Permitted use if in compliance with zoning requirements and community design standards, site plan and design review by the planning commission is required.

q. Transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

(Amended during the March 2009 supplement.)

(Ord. No. 1547, § 5, 3-5-2013)

EXHIBIT D

Sec. 25-3-10. Definitions.

Section 25-3-10 of the Woodland Municipal Code is hereby amended to add the definition of "Cottage Food Operations," as follows:

"Cottage Food Operation" means an enterprise that is operated by a cottage food operator and not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where cottage food products are prepared or packaged for direct or indirect sale to consumers, as defined and may be amended by the California Department of Public Health, Section 113758 of the Health and Safety Code. Gross annual sales are regulated by and subject to the provisions of California Health and Safety Code Section 113758.

City of Woodland

Community Development Department
300 First Street, Woodland, CA 95695
530-661-5820

Cottage Food Operations Fact Sheet

On September 21, 2012, Governor Brown signed the California Homemade Food Act into law. This law, which went into effect on January 1, 2013, amended the California Health and Safety Code to create a new category of food facility operation, which unlike other food facilities, can be operated out of a home kitchen.

This new category of operation, known as a Cottage Food Operation (CFO), will allow home kitchens to make and sell "non-potentially hazardous foods." Non-potentially hazardous foods are foods that are unlikely to grow harmful bacteria or other toxic microorganisms at room temperature.

Cottage Foods

The California Department of Public Health (CDPH) has established a list of approved foods that meet the definition as "non-potentially hazardous." Additional foods may be added and removed through a 30-day process. The list of current approved foods includes the following:

- Baked goods without cream, custard or meat fillings (bread, churros, cookies, pastries, tortillas, etc.)
- Candy, including chocolate covered nuts and dried fruit
- Dried fruit and pasta
- Dry baking mixes, granolas, cereals, and trail mixes
- Fruit pies, fruit empanadas, and fruit tamales
- Honey, jams, jellies and fruit butters
- Nut mixes, nut butters and popcorn
- Vinegar and mustards
- Roasted coffee and dried tea
- Waffle cones and pizelles
- Seasoned Salt

Registration/Permitting

CFOs are required to obtain an annual registration or annual permit to operate through Yolo County Environmental Health Services. These permits can be found at www.yolocounty.org/Index.aspx?page=112.

CFOs may sell directly and/or indirectly to the public, depending on their class of operation, as follows:

- *Class A* CFOs may sell cottage foods directly from their homes and at certified farmers' markets, bake sales, and community events. Class A operations will be required to complete a self-certification form and annually register with Yolo County Environmental Health Services.
- *Class B* CFOs are required to obtain an annual permit from Yolo County Environmental Health Services and are inspected annually. In addition to direct sales from home, they are also permitted to sell cottage foods indirectly from local shops, restaurants, and other third party sales.

Additionally, a cottage food operator must complete a Food Processor Course administered by the CDPH within three months of obtaining a registration or permit. More information can be found at www.cdph.ca.gov/programs/pages/fdbcottagefood.aspx

Frequently Asked Questions

What is meant by "direct sale" of cottage food? "Direct sale" means a transaction between a CFO operator and a consumer, where the consumer purchases the cottage food product directly from the CFO.

What is meant by "indirect sale" of cottage food? "Indirect sale" means an interaction within the state of California between a CFO, a third-party retailer, and a consumer, where the consumer purchases cottage food products made by the CFO from a third-party retailer that holds a valid permit issued by the local environmental health agency in their jurisdiction.
Both direct and indirect sales must occur within the state of California.
Are there any limitations on Internet sales and delivery of cottage food products? A cottage food operator may advertise as well as accept orders and payments via Internet or phone. However, a CFO must deliver (in person) to the customer. A CFO may not deliver any CFO products via US Mail, UPS, FedEx, or any other third-party delivery service. A cottage food operator may not introduce a CFO product into interstate commerce.

Is special training or certification required to make cottage foods? A person who prepares or packages cottage food products must complete a food processor course approved by CDPH within three months of being registered or permitted and every three years during operation.

Where can a complaint be filed about a cottage food operation or cottage food product?
A complaint can be filed at the CDPH toll-free complaint line: 1-800-495-3232.

What are CFO operational requirements?
All CFOs must comply with the following:

- No domestic activity in kitchen during cottage food preparation
- No infants, small children, or pets in kitchen during cottage food preparation
- Kitchen equipment and utensils kept clean and in good repair
- All food contact surfaces and utensils washed, rinsed, and sanitized before each use
- All food preparation and storage areas free of rodents and insects
- No smoking in kitchen area during preparation or processing of cottage food
- A person with a contagious illness shall refrain from preparing or packaging cottage food products
- Proper hand-washing shall be completed prior to any food preparation or packaging
- Water used in the preparation of cottage food products must be potable
- Cottage food preparation activities include:
    - Washing, rinsing, and sanitizing of any equipment used in food preparation
    - Washing and sanitizing hands and arms
    - Water used as an ingredient of cottage food

Planning/Zoning

While CFO's may operate out of a private dwelling, they are required to meet zoning and planning criteria, which can include issues concerning parking, nuisances, deliveries, density as well as other standards.

- ➢ The City of Woodland classifies CFOs as a Home Occupation business. Therefore, any CFO must meet the Home-Occupation Performance Criteria in order to conduct a Home Occupation business.

- ➢ A business license for a CFO shall only be active once all the permit requirements of Yolo County Environmental Health are satisfied.

Legislation Details (With Text)

13.

File #:	14-403	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/29/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Second Reading - Rescission of Woodland Gateway Phase II Project Approvals

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

(1) Adopt Ordinance No. 1570, Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and

(2) Adopt Ordinance No. 1571, Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1)

Sponsors:

Indexes:

Code sections:

Attachments: WOODLAND GATEWAY II_ Ordinance Setting Aside DA Approal
WOODLAND GATEWAY II_ Ordinance Setting Aside Prezoning

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Second Reading - Rescission of Woodland Gateway Phase II Project Approvals

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

(1) Adopt Ordinance No. 1570, Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and

(2) Adopt Ordinance No. 1571, Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1)

Staff Contact

Ken Hiatt, Community Development Director, (530) 661-5930
ken.hiatt@cityofwoodland.org

Fiscal Impact

The Gateway II project was estimated to generate net positive sales tax and property tax revenues to the City. However, due to the uncertain timing of the development of the project to this point, budget forecasts have not relied on any projections of revenues from the project.

All application processing costs including staff time and city's legal fees incurred as a result of the project are the obligation of the project applicant, Petrovich Development Company. As of the issuance of this staff report, the applicant has paid all invoices for city costs associated with the project processing and legal fees.

Report in Brief

As a result of a legal challenge to the Woodland Gateway Phase II Final Environmental Impact Report and project approvals, the Yolo County Superior Court has ordered the City Council to rescind its certification of the Environmental Impact Report and set aside project approvals for Gateway II. The proposed actions, adoption of a resolution, and waiving of first reading of two ordinances, would rescind the certification of the Environmental Impact Report and set aside the project approvals.

Background

On September 20, 2011, the City Council certified a Final Environmental Impact Report ("Final EIR") and approved the Woodland Gateway Phase II Project. The project applicant, Petrovich Development Company, proposed a regional shopping center to the south of the existing Gateway I shopping center. The project site is currently 154 acres of undeveloped land located in Yolo County that would have required annexation to the City of Woodland.

The City prepared an Environmental Impact Report and other documents for project approval. The City Council approved four resolutions on September 20, 2011: (1) Resolution No. 6029 certifying the Program Final Environmental Impact Report, adopting the Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program and approving the Project; (2) Resolution No. 6030 approving the application for annexation of the 154-acre Gateway Phase II project site to the City of Woodland; (3) Resolution No. 6031 approving a General Plan Amendment to modify the land use designation on the Woodland Gateway Phase II project site from Urban Reserve (UR) to 61.3 acres of General Commercial (GC) and 92.7 acres remaining UR; and (4) Resolution No. 6032 approving a general plan amendment to modify the acceptable Level of Service from C to D for County Road 102 from Maxwell Avenue south to the City limits.

On September 20, 2011, the City Council also waived first reading and introduced Ordinance No. 1533 approving the prezoning to General Commercial (C-2) (PD) and Agriculture (A-1) for the Woodland Gateway Phase II Project site and also waived the first reading for Ordinance No. 1534, authorizing execution of a Development Agreement concerning the Woodland Gateway Phase II Project. On December 6, 2011, the City Council adopted Ordinance No.1533 and Ordinance No. 1534.

California Clean Energy Committee filed a lawsuit in Yolo County Superior Court on September 22, 2011, claiming that the Final EIR for the Woodland Gateway Phase II Project was not in compliance with the California Environmental Quality Act and that the Project was inconsistent with the General Plan. In an order dated July 16, 2012, the Yolo County Superior Court found entirely for the City and denied the petition for writ of mandate in its entirety. (*California Clean Energy Committee v. City of Woodland* , Yolo County Superior Court Case No. CVPT112146). California Clean Energy Committee appealed the case to the Court of Appeal.

The parties submitted briefs to the Court of Appeal, and the Court of Appeal considered oral argument. On February 28, 2014, the Court of Appeal reversed the trial court's decision in an unpublished opinion and concluded that the City's Final EIR was inadequate under the California Environmental Quality Act. The opinion directs the trial court to grant California Clean Energy Committee's petition for a writ of mandate and provides that the trial court shall retain jurisdiction over the matter, requiring the City to demonstrate that it rescinded the final EIR certification and project approvals for the Woodland Gateway Phase II Project. The Court of Appeal published its decision on April 1, 2014, and the decision became final on or around May 1, 2014. The trial court has now directed the City to rescind the Final EIR and project approvals.

Neither the City nor the project applicant has chosen to seek review of the decision from the California Supreme Court.

Discussion

Staff prepared three documents needed to rescind the Final EIR and Project approvals for the Woodland Gateway Phase II Project. The first is a resolution setting aside the City Council's certification of the Final Environmental Impact Report, the Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program as well as General Plan Amendments and an Application for Annexation related to the Woodland Gateway Phase II Project. Upon adoption of the resolution by the City Council, the certification of the Final EIR and the project approvals will be immediately set aside. The resolution also rescinds approval of the application for annexation as well as the General Plan amendment to modify the acceptable Level of Service from C to D for County Road 102 from Maxwell Avenue South to the City Limits. The resolution directs the City Attorney to take all steps necessary to comply with the trial court's direction and to demonstrate compliance to the court. Resolution 6320, was approved by the City Council on September 16, 2014.

The second document is an ordinance to set aside the prezoning for the Woodland Gateway Phase II Project that would have changed the prezoning to General Commercial (C-2) (PD) and Agriculture (A-1). The C-2 and A-1 zoning would have applied to the Project had the property been annexed to the City. The third document is an ordinance to set aside the Development Agreement for the Woodland Gateway Phase II Project. The ordinances will become effective thirty (30) days after second reading. At its meeting of September 16, 2014 City Council waived the First Reading and recommended adoption for Ordinance 1570, Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project, and for Ordinance 1571, Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1).

Conclusion

Staff recommends that the City Council take the following actions:

(1) Adopt Ordinance No. 1570, Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and

(2) Adopt Ordinance No. 1571, Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1)

Prepared by: Cindy A. Norris, Principal Planner
Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments:

(1) Ordinance No. 1570, Setting Aside Prior Approval for Execution of a Development Agreement Concerning the Woodland Gateway Phase II Project; and

(2) Ordinance No. 1571, Setting Aside Prior Approval for Prezoning the Woodland Gateway Phase II Project to General Commercial (C-2) (PD) and Agriculture (A-1)

ORDINANCE NO. 1570

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND SETTING ASIDE PRIOR APPROVAL FOR EXECUTION OF A DEVELOPMENT AGREEMENT CONCERNING THE WOODLAND GATEWAY PHASE II PROJECT

WHEREAS, the Woodland Gateway Phase II Project ("Project") was proposed to be located on undeveloped land in Yolo County, located at the southeastern side of the City of Woodland, and was proposed to include a regional shopping center; and

WHEREAS, on September 20, 2011, the City Council of the City of Woodland held a public hearing on the Project, certified the Final Environmental Impact Report ("Final EIR"), approved the Project and related approvals, and introduced an ordinance authorizing execution of a Development Agreement for the Project; and

WHEREAS, the City Council adopted Ordinance No. 1534, approving the execution of a Development Agreement, on December 6, 2011; and

WHEREAS, on September 22, 2011, California Clean Energy Committee filed a petition for writ of mandate challenging the Final EIR (*California Clean Energy Committee v. City of Woodland*, Yolo County Superior Court Case No. CVPT112146); and

WHEREAS, on July 16, 2012, the trial court issued an order following trial, denying the petition in its entirety; and

WHEREAS, California Clean Energy Committee appealed the trial court's decision (*California Clean Energy Committee v. City of Woodland*, Third Appellate District, Case No. C072033); and

WHEREAS, the Court of Appeal on February 28, 2014, reversed the trial court's judgment in an unpublished decision, concluding that the City's Final EIR was inadequate under the California Environmental Quality Act; and

WHEREAS, the Court of Appeal published its decision on April 1, 2014, which is expected to become a final decision on or around May 1, 2014, after which date the trial court shall be directed to take certain actions consistent with the Court of Appeal's decision; and

WHEREAS, in consideration of the appellate decision and at the request of the Project applicant, Petrovich Development Company, the City Council believes it is in the public interest to set aside the ordinance approving execution of a development agreement concerning the Gateway Phase II project.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

The City Council hereby sets aside Ordinance No. 1534, "An Ordinance of the City Council of the City of Woodland Approving the City of Woodland Development Agreement Concerning the Woodland Gateway Phase II Project," adopted on December 6, 2011. The Development Agreement shall therefore have no force or effect from and after the date this Ordinance takes effect, 30 days after its final passage.

PASSED AND ADOPTED by the City Council of the City of Woodland on the 7th day of October, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Tom Stallard, Mayor

Attest:

____
Ana B. Gonzalez, City Clerk

82093.00006\8702501.1

ORDINANCE NO. 1571

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND SETTING ASIDE PRIOR APPROVAL FOR PREZONING THE WOODLAND GATEWAY PHASE II PROJECT TO GENERAL COMMERCIAL (C-2) (PD) AND AGRICULTURE (A-1)

WHEREAS, the Woodland Gateway Phase II Project ("Project") was proposed to be located on undeveloped land in Yolo County, located at the southeastern side of the City of Woodland, and was proposed to include a regional shopping center; and

WHEREAS, on September 20, 2011, the City Council of the City of Woodland held a public hearing on the Project, certified the Final Environmental Impact Report ("Final EIR"), approved the Project and related approvals, and introduced an ordinance approving the prezoning to General Commercial (C-2) (PD) and Agriculture (A-1) for the Project; and

WHEREAS, the City Council adopted Ordinance No. 1533, approving the prezoning to General Commercial (C-2) (PD) and Agriculture (A-1) for the Project on December 6, 2011; and

WHEREAS, on September 22, 2011, California Clean Energy Committee filed a petition for writ of mandate challenging the Final EIR and the findings adopted by the City Council in approving the Woodland Gateway Phase II Project (*California Clean Energy Committee v. City of Woodland*, Yolo County Superior Court Case No. CVPT112146); and

WHEREAS, on July 16, 2012, the trial court issued an order following trial, denying the petition in its entirety; and

WHEREAS, California Clean Energy Committee appealed the trial court's decision (*California Clean Energy Committee v. City of Woodland*, Third Appellate District, Case No. C072033); and

WHEREAS, the Court of Appeal on February 28, 2014, reversed the trial court's judgment in an unpublished decision, concluding that the City's Final EIR was inadequate under the California Environmental Quality Act; and

WHEREAS, the Court of Appeal published its decision on April 1, 2014, which is expected to become a final decision on or around May 1, 2014, after which date the trial court shall be directed to take certain actions consistent with the Court of Appeal's decision; and

WHEREAS, in consideration of the appellate decision and at the request of the Project applicant, Petrovich Development Company, the City Council believes it is in the public interest to set aside the ordinance approving the prezoning for the Gateway Phase II project.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

The City Council hereby sets aside Ordinance No. 1533, "An Ordinance of the City Council of the City of Woodland Approving the Prezoning to General Commercial (C-2) (PD) and Agriculture (A-1) for the Woodland Gateway Phase II Project Site," adopted on December 6, 2011. Ordinance No. 1533 shall have no force or effect from and after the date this Ordinance takes effect, 30 days after its final passage.

PASSED AND ADOPTED by the City Council of the City of Woodland on the 7th day of October, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Tom Stallard, Mayor

Attest:

____
Ana B. Gonzalez, City Clerk

82093.00006\8706102.1

Legislation Details (With Text)

14.

File #:	14-399	Version: 1	Name:		
Type:	Consent Item(s)		Status:	Agenda Ready	
File created:	9/24/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		

Title: SUBJECT: Treasurer's Investment Report Quarter Ending June 30, 2014

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: Investment Report June 30, 2014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014
SUBJECT: Treasurer's Investment Report Quarter Ending June 30, 2014

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2014.

Staff Contact

Adam Devlin, Senior Accountant - (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background

The City manages its investment portfolio in accordance with the guidelines established by the Council via the adopted investment policy. The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., Custody Treasury Division, located in Minneapolis, MN and administered by its Sacramento office. U.S. Bank N.A. provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

Each quarter staff is required to provide the City Council with a report form the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

Discussion

In determining placements of investments, safety is the number one priority which is followed by liquidity and finally yield on investments.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill which for the quarter ending June 2014 was 0.04%. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2014 was 0.22%. The average yield on the City of Woodland's investments as of June 30, 2014 was 1.00%. As a result, the City has therefore met its goal of obtaining a rate of return greater than the established U.S. Treasury benchmark. Due to the protracted low-interest rate environment, longer-term investment options (up to or greater than 12 months) have been limited. However, as the interest rate climate improves, staff anticipates being more proactive in managing the City's pooled cash so as to increase yield and generate additional interest earnings while, at the same time, ensuring that the portfolio's primary goal of ensuring safety and liquidity is preserved.

The attached reports provide a summary of the City's current investments and include the investment interest rates as they have matured and current rates for new investments. All activities comply with the existing Investment Policy approved by City Council. Additionally, a report entitled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion

Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2014.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer

Paul Navazio, City Manager

CITY OF WOODLAND
INVESTMENT REPORT

June-14

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		50,000,000.00	90.9%
TRANS bond proceeds		0.00	0.0%
FHLB Bonds		5,000,000.00	9.1%
FFCP Bonds		0.00	0.0%
FNMA		0.00	0.0%
Freddie Mac		0.00	0.0%
	TOTAL	**55,000,000.00**	100.0%

PORTFOLIO

	Interest	*Amount*
LAIF		**50,000,000.00**
TRANS bond proceeds		**0.00**
	SUBTOTAL	**50,000,000.00**

	Maturity Date	*Interest*	*Call Date*	*PAR Amount*	*Purchase Price*
Federal Home Loan Bond	6/26/2019	1.00	Qtrly begin 12/26/2014	**5,000,000**	**5,000,000**

Total Investments	**5,000,000.00**
Total of LAIF Funds & Investments Detail	**55,000,000.00**
Check Total (Should be zero)	-

CITY OF WOODLAND
INVESTMENT REPORT

CASH ACCOUNTS as of 6/30/14

Bank Accounts with U.S. Bank	$18,462,011.49
Petty Cash	***$3,290.00***
Cash with Fiscal Agent	*$6,792,330.83*

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$0.00
Prior Quarters Interest Earned - LAIF	$93,927.72
Total Interest Received	$93,927.72
Interest Received from April 1, 2014 to June 30, 2014	$37,799.31
Total Fiscal Year-to-Date Interest Received	**$131,727.03**

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

CITY OF WOODLAND
INVESTMENT REPORT

Current Market Value
5,013,770.00
5,013,770.00

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
04/01/14	Month Beginning Balance			**50,000,000.00**
04/15/14	Quarterly Interest	28,424.31		**50,028,424.31**
04/18/14	Withdrew fr LAIF		28,424.31	**50,000,000.00**
		28,424.31	28,424.31	**50,000,000.00**

TRANS bond proceeds in Guaranteed Investment Contract

Bonds and Other Investments

04/01/14	BEGINNING BALANCE			**5,000,000.00**
05/21/14	Federal Home Loan Bank 3130A0TV2 - Interest	9,375.00		**5,009,375.00**
05/21/14	Federal Home Loan Bank 3130A0TV2 - Bonds Called		5,009,375.00	**0.00**
06/26/14	Federal Home Loan Bank 3130A26L5 - Bonds Purchas	#########		**5,000,000.00**
03/31/14	Month End Balance			**5,000,000.00**

END OF MONTH TOTAL DEBITS	**55,000,000.00**
Check Total (Should be Zero)	-

Transactions w/LAIF	2
Purchase of New Bonds	1
Bonds Called	1
Purchase of New CD	0
CD Matured	0
Bonds Sold	0
Bonds Matured	0

East-Main Assessment District						Int Earned
Series 2001 RDM FD issue	Current Balance			Current Balance		Current Month
Reserve Account	$992,407.38			$992,407.38	Cash Mgmt-1st Am Treasury	25.29
Refunding Bonds	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
1992 Wastewater						
reserve fund	$6.13		AIG-Notes, Mortgages, etc	$6.13	Cash Management-Fidelity	0.00
interest fund	$0.00			$0.00	Cash Management-Fidelity	0.00
Revenue Fund	$0.01			0.01	Cash Management-Fidelity	0.00
interest fund	$0.00			0.00	Cash Management-Fidelity	0.00
Reserve fund	$937,460.39			$937,460.39	Cash Management-Fidelity	23.89
CFD - Gibson Ranch						
94-1						
Spc tax debt svc	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
reserve acct	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
Spc tax debt svc	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
Series 2001 Acct	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 refund spc tax rsv	$0.00			$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate (Incl Reserve)	$226,795.00			$226,795.00	Cash Mgmt-1st Am Treasury	0.00
Spring Lake 2004						
Special Tax Fund	$1.00			$1.00	Cash Mgmt-1st Am Treasury	0.00
Bond Reserve	$20.03			$20.03	Cash Mgmt-1st Am Prime Obligation	0.00
Spring Lake 2013						
Reserve Fund	$2,179,459.85			$2,179,459.85	Cash Mgmt-1st Am Prime Obligation	11.15
Revenue Anticipation Notes						
Cap Projects/Revenue Bonds 2005	$0.00	$0.00	Cash Mgmt-1st Am Treasury			0.00
reserve acct.	$2.36		Cash Mgmt-1st Am Treasury	$2.36	FSA Capital Mgmt Svcs LLC	0.00
Interest acct	$0.00			$0.00	Cash Mgmt-1st Am Prime Obligation	
revenue acct.						
Water Revenue Bonds 2011						
revenue acct.	$164.41			$164.41	US Bank Mmkt 5 -Ct	0.00
Interest acct.	$0.00			$0.00		
reserve acct.	$1,324,577.50			$1,324,577.50	US Bank Mmkt 5 -Ct	33.75
proceeds acct	$0.00			$0.00	US Bank Mmkt 5 -Ct	0.00
Bond Anticipation Notes						
2007 RDA TABS						
Tax Revenue Fund	$399,224.96			$399,224.96	Cash Mgmt - Ist Am Treasury Oblig	1.64
Interest Account	$1.86			$1.86	Cash Mgmt - Ist Am Treasury Oblig	0.76
Principal Account	$1.82			$1.82	Cash Mgmt - Ist Am Treasury Oblig	0.00
reserve account - 2007 A	$483,108.52			$483,108.52	Cash Mgmt - Ist Am Treasury Oblig	12.31
reserve account - 2007 B	$110,895.11			$110,895.11	Cash Mgmt - Ist Am Treasury Oblig	2.83
CDBG Account						
Savings Account	$138,204.50	$138,204.50	Bank of America - Quarterly Bank Statement			0.00
Checking account	$0.00	$0.00	Bank of America - Monthly Bank Statement			
TOTAL	$6,792,330.83					
Check Summary Total (Should be zero)	$0.00					

CITY OF WOODLAND
CITY TREASURER
GOVERNMENT-BACKED AGENCIES
MATURITIES BY DATE 3/31/2014

Jun-14

6/26/2019	FHLB	FHLB @ 1.00D		5,000,000.00
			TOTAL	**5,000,000.00**

All Investments Total	**5,000,000.00**
Check Difference(Should be ze	-

Legislation Details (With Text)

15.

File #:	14-407	Version: 1	Name:	
Type:	Consent Item(s)		Status:	Agenda Ready
File created:	10/1/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	

Title: SUBJECT: Appointment of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider and appoint collectively the members to the Commission on Aging, Parks and Recreation Commission and the Library Board as recommended by Mayor Stallard and Mayor Pro Tem Marble.

Sponsors:

Indexes:

Code sections:

Attachments: B&C Applications

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Appointment of Board and Commission Members

Recommendation for Action : Staff recommends that the City Council consider and appoint collectively the members to the Commission on Aging, Parks and Recreation Commission and the Library Board as recommended by Mayor Stallard and Mayor Pro Tem Marble.

Staff Contact

Ana Gonzalez, City Clerk - ana.gonzalez@cityofwoodland.org; (530)661-5806

Background

On September 19, 2014, Mayor Stallard and Mayor Pro Tem Marble interviewed applicants for the Commission on Aging, Parks and Recreation Commission, Traffic Commission and the Library Board.

Council is asked at this time to consider and appoint the applicants as follows:

Therese Brown - Commission on Aging
Edgar Lampkin - Library Board
Stephanie Miller - Parks and Recreation Commission
James Vorhees - Traffic Safety Commission

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachments

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM
(please print)

Name: M. Therese Brown Address: 1719 Casa Nueva St.
Woodland, CA 95695

Home/Contact Telephone Number: (805) 705-9907

Work Telephone Number: (530) 662-1290

E-Mail Addresses mbrown@sjrv.org
mtherese.brown@gmail.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

__✓__ Home Address
__✓__ Home Phone Number
__✓__ E-Mail Address
__✓__ Work Phone Number
__✓__ Work Address
_____ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: ____________________

Date Council Member Interview Scheduled for: ____________________

Council Members Conducting the Interview: ____________ / ____________

If Appointed, Date of Council Action: ____________________

RECEIVED
AUG 21 20
CITY CLERK'S OFFICE

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: M Therese Brown

My first choice is for appointment to the Commission on Aging Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

___Board of Building Appeals
___Commissionon Aging
___Historical Preservation Commission
___Library Board of Trustees
___Manufactured Homes Fair Practices Commission
___Parks and Recreation Commission
___Personnel Board
___Planning Commission
___Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ______Yes __✓__No

I reside within the City limits of the City of Woodland. __✓__Yes ______ No

Are you currently serving on a City Board or Commission? ______Yes ✓ No

If yes, please state which ______________________________

Employment experience: Cheif Executive Officer, St. John's Retirement Village; Assisted Living Director, The Samarkand in Santa Barbara; Adjunct Faculty Gerontology, Ashford University

Organization and community activity experience: Pet Therapy Volunteer; House Corporation member Delta Gamma Fraternity; Comittee Chairperson Boy Scouts of America; President/Board member National Charity League;
New affiliations: Rotary Club of Woodland and Woodland Opera Guild

Other experience you have had which would help Council with a decision as to your qualifications to serve: I am familiar with the workings of city government due to my previous experiences with the City of Solvang and the City of Buellton.

Educational background and other training:
MS.G (Masters of Gerontology) - University of La Verne
B.S and BA - Food Science and Spanish - UC Davis

Why are you interested in serving on a City Board or Commission?
I am eager to become involved in the Woodland community and to put my expertise in the field of aging to good use.

Please provide information on two personal or professional references:

Name	Address	Phone No.
Marilyn Mitchell	1750 Amherst, Woodland	(530) 908-1676
Karen Wright	1525 Saratoga Dr., Milpitas	(530) 383-1653

M. Therese Brown
Signature of Applicant

8/20/14
Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM
(please print)

Name: Edgar Lampkin Ed. D. Address: ______________________

Home/Contact Telephone Number: ______________

Work Telephone Number: (530) 662-8182

E-Mail Addresses erlampkin@yahoo.com or edgar.lampkin@ycoe.org

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

____ Home Address	____ Work Phone Number
X Home Phone Number	____ Work Address
X E-Mail Address	____ Please do not release any of this information

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FOR STAFF USE ONLY

Board, Commission or Committee Application for: Woodland Library Board

Date Council Member Interview Scheduled for: ______________

Council Members Conducting the Interview: __________ / __________

If Appointed, Date of Council Action: ______________

RECEIVED
JUN 09 2014
CITY CLERK'S OFFICE

1

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: Dr. Edgar Lampkin

My first choice is for appointment to the Woodland Library Board Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

___Board of Building Appeals
___Commissionon Aging
___Historical Preservation Commission
_X_Library Board of Trustees
___Manufactured Homes Fair Practices Commission
_X_Parks and Recreation Commission
___Personnel Board
_X_Planning Commission
___Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:
-- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ______Yes __X__No

I reside within the City limits of the City of Woodland. __X__Yes ______ No

2

Are you currently serving on a City Board or Commission? ______Yes __X__ No

If yes, please state which ________ N/A ________

Employment experience: See attached Resume; in general, I have 32 years working as an educator, 3 years in retail, 2 years in restaurant business, 1 year as bar tender and 8 years in farm labor

Organization and community activity experience:
I have been Yolo Family Resource Center board member 8 years, Woodland Soccer Club Coach 4 years, planning member of "Dia De Los Ninos," Committee & School Site Council member of Beamer School (4yrs).

Other experience you have had which would help Council with a decision as to your qualifications to serve: I obtained my doctorate on International Multicultural Education and have experience as a teacher (5 yrs.) Vice-Principal (4 years), program coordinator (3 yrs.) School Principal (10 yrs.), district administrator 2 yrs.) Involved citizen in various community activities 8 yrs.

Educational background and other training:
As mentioned earlier, 32 years in education. I am a trainer, teacher, and instructional leader that does work at the local, national and international level.

Why are you interested in serving on a City Board or Commission?
I was informed about this opportunity and have slowly realized that this is of interest to me because I feel I can contribute my experience as educator, leader, parent, and member of this community

Please provide information on two personal or professional references:

Name	Address	Phone No.
Dr. Jesse Ortiz	2300 East Gibson Road	(530) 908-1000
Bob Ekstrom	828 Court Street	(530) 207-4006

Edgar Lampkin
Signature of Applicant

5/30/2014
Date

Please return application to: **Office of the City Clerk**
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM
(please print)

Name: Stephanie Miller Address: ____________________

____

Home/Contact Telephone Number: ____________________

Work Telephone Number: NA

E-Mail Addresses slothe2001@yahoo.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

_____ Home Address
_____ Home Phone Number
__X__ E-Mail Address
_____ Work Phone Number
_____ Work Address
_____ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: ____________________

Date Council Member Interview Scheduled for: ____________________

Council Members Conducting the Interview: __________ / __________

If Appointed, Date of Council Action: ____________________

1

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: Stephanie Miller

My first choice is for appointment to the Park & Recreation Commission Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

___Board of Building Appeals
___Commissionon Aging
___Historical Preservation Commission
___Library Board of Trustees
___Manufactured Homes Fair Practices Commission
✓ Parks and Recreation Commission
___Personnel Board
___Planning Commission
___Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:
-- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ______Yes ✓ No

I reside within the City limits of the City of Woodland. ✓ Yes ______ No

Are you currently serving on a City Board or Commission? ______Yes ✓ No

If yes, please state which______________________________

Employment experience: Current Job - mom and wife. previous professional work includes: Campus Cordinator Pioneer High School Upper level management, hire & train. Personal Assistant.

Organization and community activity experience: current member Woodland Tennis Club. currently serve as Vice President of Fundraising at Dingle School. many many events planed and co chaired by me. Classroom helper. Docent on stroll. strong supporter of Woodland.

Other experience you have had which would help Council with a decision as to your qualifications to serve: Long time Woodland resident. I have a strong desire to assit in further enhancement to this wonderful city. I use many services here in town. I am friendly and out going. I love to listen to peoples story.

Educational background and other training: Woodland High Grad 1989 UC Davis BA in Sociology. Of Law 1996 I have experience working with youth. I have two young children.

Why are you interested in serving on a City Board or Commission? I love people and serving my community in a upbeat and high energy fashion, really excites me. To be part of any improvement to our youth is very important to me.

Please provide information on two personal or professional references:

Name	Address	Phone No.
Debra Gonela	716 First St	668-1641
Darren Lopez		662-3340

Stephanie Miller
Signature of Applicant

June 26, 2014
Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

City of Woodland
City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM
(please print)

Name: James Patrick Vorhees Address: 1800 E. Gum Ave.
Woodland, CA 95776

Home/Contact Telephone Number: (530) 554-0655

Work Telephone Number: __________

E-Mail Addresses James Vorhees@Yahoo.com

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

__X__ Home Address
__X__ Home Phone Number
__X__ E-Mail Address
_____ Work Phone Number
_____ Work Address
_____ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: __________

Date Council Member Interview Scheduled for: __________

Council Members Conducting the Interview: __________ / __________

If Appointed, Date of Council Action: __________

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JUN 09 2014
CITY CLERK'S OFFICE

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant: James Patrick Vorhees

My first choice is for appointment to the Parks & Recreaction Board or Commission.

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

___Board of Building Appeals
___Commissionon Aging
X Historical Preservation Commission
X Library Board of Trustees
___Manufactured Homes Fair Practices Commission
___Parks and Recreation Commission
___Personnel Board
X Planning Commission
X Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:
-- investments, interests in real property, income, loans, etc.
-- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ____Yes X No

I reside within the City limits of the City of Woodland. X Yes ____ No

Are you currently serving on a City Board or Commission? ______Yes __X__ No

If yes, please state which____________________________

Employment experience: I am a current officer of the Sacramento State Mens Rugby club.

Organization and community activity experience: active participate of all alumni events through Woodland Senior High including such charitable fundraisers like; Relay 4 Life, March of Dimes, make a wish foundation, etc.

Other experience you have had which would help Council with a decision as to your qualifications to serve: I have been a leader in all sporting teams since Jr. High through college.

Educational background and other training: I am an alumni of both Woodland Senior High and Woodland Community college were I recieved my ~~[illegible]~~ Associates degree in Social Behavior, and I'm continuing my education at Sacramento State in Social Science

Why are you interested in serving on a City Board or Commission? I would like to serve on the City Board or Commission to give back to the community that has given me so much.

Please provide information on two personal or professional references:

Name	Address	Phone No.
Adam Macrae	—	(916) 833-6615
Allyson Newton	—	(530) 204-3274

James Vorhees
Signature of Applicant

6/9/14
Date

Please return application to: **Office of the City Clerk**
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

16.

File #:	14-397 Version: 1	Name:	
Type:	Report of the City Manager	Status:	Agenda Ready
File created:	9/23/2014	In control:	City Council
On agenda:	10/7/2014	Final action:	
Title:	SUBJECT: Community Service Awards Nominating Committee		

Recommendation for Action: Staff recommends that the City Council appoint a new Nominating Committee at the October 7 regular City Council meeting for the 2015 Community Service Awards.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action : Staff recommends that the City Council appoint a new Nominating Committee at the October 7 regular City Council meeting for the 2015 Community Service Awards.

Staff Contact

Jennifer Robinson, Secretary to the City Manager - (530) 661-5800, jennifer.robinson@cityofwoodland.org

Fiscal Impact

The resources necessary to support the recognition of community members for outstanding service to Woodland were included in the FY 2015 General Fund budget.

Background

On September 2, 2014, Council was requested to consider and ask appointees to serve on the 2015 Community Service Awards Nomination Committee.

The Community Service Award, which was first presented in 1983 and annually since 1986, is the City Council's opportunity to recognize individuals with long standing service to the community in terms of:

- Community leadership

- Demonstrated, selfless service to the community
- Dependability in completing assignments/projects
- Interest in varied activities

The Council appoints a Nominating Committee that meets and makes its recommendations to the City Council. The Council acts on the recommendations and the Awards are presented at a dinner event to be held on Thursday, February 19, 2015.

Discussion

In order to proceed with the planning for the Community Service Awards event on February 19, 2015, a new Nominating Committee must be appointed.
Council members are requested to personally contact your appointee prior to October 7th to determine if they would be willing to participate.

The City will again invite the public to submit names of people the Nominating Committee should consider for the Community Service Award.

Conclusion

Staff recommends that the City Council appoint a new Nominating Committee at the October 7 regular City Council meeting for the 2015 Community Service Awards.

Prepared by: Jennifer Robinson
Secretary to the City Manager

Paul Navazio, City Manager

Legislation Details (With Text)

17.

File #:	14-391	Version: 1	Name:	
Type:	Report of the City Manager		Status:	Agenda Ready
File created:	9/17/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	

Title: SUBJECT: Spring Lake First Release Oversizing Reimbursement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to distribute reimbursement of available funds to first release developers, and appropriating $6,747,300 in the FY2014/15 budget for reimbursements.

Sponsors:

Indexes:

Code sections:

Attachments: Reso Spring Lake Reconciliation Appropriation
Draft - Spring Lake Infrastructure Fee Reconciliation Update - Discussion Tables

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014
SUBJECT: Spring Lake First Release Oversizing Reimbursement

Recommendation for Action : Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to distribute reimbursement of available funds to first release developers, and appropriating $6,747,300 in the FY2014/15 budget for reimbursements.

Staff Contact
Adam Devlin, Senior Accountant - (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact
Approval of the staff recommendation will authorize the allocation of $6,747,300 in the Spring Lake debt service fund for reimbursements to be made to first release property owners in Spring Lake. The reimbursements are paid for with proceeds received from bond sales, which makes the allocation essentially a pass through transaction for the City.

Background
In July 2004 the Spring Lake Infrastructure Fee (SLIF) program was implemented to fund backbone infrastructure and other public facilities required to serve the Spring Lake Specific Plan (SLSP) area. The Fee Program allocates the cost of necessary backbone infrastructure and other public facilities to benefiting land uses.

Because of the City's growth restrictions, development in the SLSP is controlled by dwelling unit releases; the

SLSP has three unit releases. Since various facilities are needed to serve development in each release before enough SLIF revenue can be collected to fund the facilities, the developers participating in each release are required to advance fund facilities in the SLSP. After providing advance funding, the developers are granted SLIF fee credits. After accounting for fee credits used, if a developer's contribution still exceeds the developer's total SLIF obligation then that developer will be owed a reimbursement from the City.

The development pattern in the SLSP dictates that some developers, particularly the developers in the first release, have to over-size the backbone infrastructure and other public facility improvements that they construct. The second and third release developers, benefiting from the over-sized facilities are required to reimburse the first release developers. The first release developers in Spring Lake entered into a Funding and Reimbursement Agreement, which, among other things, provides for the reimbursement to them for their over-sizing via cash payments from future developers in Spring Lake.

When the SLSP financing plan was originally devised, oversizing reimbursement was intended to be achieved through a bond sale that would have occurred at the time the second release Building Unit Allocations (BUAs) became available. Due to the changes in the housing market and economy, this approach was no longer feasible, and a revised methodology was adopted by Council in 2013 that allows future Spring Lake developers to pay their fair share of reimbursements due to the first release at the time they receive entitlements for their second or third release projects. To date, four projects have issued private placement bonds to pay their reimbursement costs; these bond proceeds are the funds that will be distributed to the first release developers.

Discussion

In accordance with the SLIF Nexus Study adopted by Council December 16, 2008, a Reconciliation Update is performed for each release to determine the oversizing reimbursement that is due. This Reconciliation Update provides an accounting for the reimbursement amount due to each developer in the first release based upon the cash that they have advanced and/or facilities they have constructed. This Reconciliation Update assumes that each developer will have used their fee credits to pay for all approved housing units in the first release, and that balances remaining are excess costs incurred by that developer that will be reimbursed.

The draft Reconciliation tables prepared by Economic and Planning Systems (EPS) show that approximately $16 million of oversizing reimbursements are due to first release property owners. Some first release developers will not have sufficient fee credits to cover the SLIF associated with each of their building permits; these developers will have to pay cash for their SLIF. Cash generated by the SLIF payments will also be used to reimburse the first release property owners. The Reconciliation tables show that $8.9 million of fees should be paid by first release developers that can be used toward the reimbursement to those who have oversized.

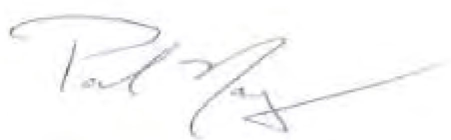
Proceeds from four private placement bonds are on hand and available for allocation to first release developers who are due a reimbursement. As additional proceeds may become available, the first priority of use for this money, according to several legal agreements, is for reimbursement to the first release. This money cannot be used to build other infrastructure projects within the SLSP until the $16 million has been fully reimbursed.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to distribute reimbursement of available funds to first release developers, and appropriating $6,747,300 in the FY2014/15 budget for reimbursements.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer



Paul Navazio, City Manager

RESOLUTION NO: ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO DISTRIBUTE REIMBURSEMENT OF AVAILABLE FUNDS TO FIRST RELEASE DEVELOPERS IN SPRING LAKE

WHEREAS, the Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area, dated September 7, 2004, grants rights to reimbursement of excess costs advanced for the funding of the Spring Lake Specific Plan and requires that proceeds generated from bonds or cash from future releases of development will first be applied toward reimbursement of the first release excess costs; and

WHEREAS, the Spring Lake Infrastructure Fee Nexus Study and Reconciliation Update, approved by City Council on December 16, 2008 describes the methodology and process used to calculate the excess costs for each developer; and

WHEREAS, a draft Reconciliation Update has been prepared that calculates the reimbursement of excess costs due to each developer as of June 30, 2014; and

WHEREAS, bonds have been issued related to Second Release projects within the Spring Lake Specific Plan and proceeds of $6,747,300 are available for disbursement; and

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2014-2015 and adopted by the City Council on June 17, 2014; and

WHEREAS, the appropriations for disbursement of reimbursement for excess costs were not included in the budget,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The City Manager is authorized to distribute available funds for reimbursement of excess costs for first release developers in the Spring Lake Specific Plan, as calculated in the final Reconciliation Update.

Section 2. The 2014-2015 Annual Revised Budget is hereby amended to include supplemental appropriations totaling $6,747,300.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2015.

RESOLUTION NO: _______________

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2015, by the following vote:

AYES:	Council members:	________________________________
NOES:	Council members:	________________________________
ABSENT:	Council members:	________________________________
ABSTAIN:	Council members:	________________________________

____
Mayor, Tom Stallard

Attest:

_____________________________________,
City Clerk, Ana B. Gonzalez

Embedded Secure Document

The file *https://cityofwoodland.legistar.com/View.ashx?M=F&ID=3276651&GUID=B2B69D7D-866D-499B-AD0E-0302DE481624* is a secure document that has been embedded in this document. Double click the pushpin to view.

Legislation Details (With Text)

18.

File #:	14-400	Version: 1	Name:	
Type:	Report of the City Manager		Status:	Agenda Ready
File created:	9/24/2014		In control:	City Council
On agenda:	10/7/2014		Final action:	

Title: SUBJECT: Department of Defense Excess Property (1033) Program

Recommendation for Action: Staff recommends that the City Council receive this informational report on the city's participation in the Department of Defense Excess Property (1033) Program. As an informational report, no Council additional action is needed.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Department of Defense Excess Property (1033) Program

Recommendation for Action : Staff recommends that the City Council receive this informational report on the city's participation in the Department of Defense Excess Property (1033) Program. As an informational report, no Council additional action is needed.

Staff Contact

Dan Bellini, Public Safety Chief, - (530) 661-7800, dan.bellini@cityofwoodland.org

Fiscal Impact

The majority of the property acquired through the 1033 program is free to participating law enforcement agencies (there is a minimal cost to acquire firearms). By utilizing the 1033 program to acquire needed equipment, the Police Department has saved approximately $27,700 this past year.

Background

Over the past several months, media and public attention has been placed on the Department of Defense (DoD) Excess Property Program which for decades has provided a means for local law enforcement agencies to acquire surplus property made available through the program. This report provides the Council with a brief background on the program and the City of Woodland's participation.

The National Defense Authorization Act authorizes the Secretary of Defense to transfer excess DoD personal property to Federal, state and local Law Enforcement Agencies for bona fide law enforcement purposes that assist in their arrest and apprehension mission. Preference is given to counter drug and counter terrorism. The 1033 Program allows law enforcement agencies to receive DoD excess property. Over 13,000 local law enforcement agencies have taken advantage of this unique program. California Law Enforcement Agencies who wish to acquire and/or retain 1033 Program Excess Property must be certified and currently authorized to use the 1033 Program. Additionally, program certification is required annually or whenever an agency's Chief Executive Official changes. Annual certification includes a physical inventory of all controlled property procured through the 1033 program. Once certified, agencies can screen for excess property worldwide online. Some equipment is scarce, unavailable or in such high demand (aircraft, weapons, or armored response vehicles) that additional steps are taken to ensure equitable distribution of the property throughout the nation.

Discussion

The City of Woodland Police Department has been involved with the 1033 Program since July 1998. Over the years, the Department has acquired excess Department of Defense property through the 1033 Program ranging from rifles and sights for our SWAT team, flashlights, Magazine pouches, Field Packs, digital cameras, knifes, and safety glasses for firearms training to name a few. In 2014 the Department acquired property valuing in excess of $27,700. All of this property was free (there is a minimal cost to acquire firearms) to the Department with the Department only being responsible for shipping costs.

The Police Department has four personnel who are certified to screen the 1033 Program for excess property. All items procured through the 1033 Program must be authorized and signed for by a designated Lieutenant. The Lieutenant will notify the Captain and Chief when requests to procure property occur.

In December 2012, the Police Department began utilizing the 1033 Program to locate and acquire an armored vehicle to replace our current aging armored SWAT vehicle. Local law enforcement can acquire excess Mine Resistant Ambush Protected (MRAP) vehicles through the 1033 Program. These vehicles are in high demand so the Department was on a waiting list. Last year we were notified that an MRAP was available for us however the vehicle was in Texas and the Department was responsible for transporting the vehicle from Texas to California. At that time the Police Department declined that vehicle and currently is back on the waiting list.

Conclusion

Staff recommends that the City Council receive information on the 1033 Program

Prepared by: Dan Bellini, Public Safety Chief

Paul Navazio, City Manager

Legislation Details (With Text)

19.

File #:	14-406	Version: 1	Name:		
Type:	Report of the City Manager		Status:	Agenda Ready	
File created:	10/1/2014		In control:	City Council	
On agenda:	10/7/2014		Final action:		
Title:	SUBJECT: Consideration of City Position on Proposition 1 - State Water Bond				

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ in support of Proposition 1, State Water Bond, appearing on the November 4, 2014 ballot.

Sponsors:

Indexes:

Code sections:

Attachments: Prop 1 Resolution
Prop 1 Attachment

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Consideration of City Position on Proposition 1 - State Water Bond

Recommendation for Action : Staff recommends that the City Council approve Resolution No. _____ in support of Proposition 1, State Water Bond, appearing on the November 4, 2014 ballot.

Staff Contact

Ana Gonzalez, City Clerk - agonzalez@cityofwoodland.org; (530)661-5806

Fiscal Impact

Proposition 1 could have costs for those cities that seek to compete for grants or loans authorized by the water bond. In many cases, a city would also be required to contribute a 50% match in order to receive a grant or loan. However, cities could receive significant funding from the state for water resources related programs and projects.

Background

In 2009, the State Legislature passed and Governor Arnold Schwarzenegger signed an $11.1 billion water bond. The water bond was originally scheduled to appear on the 2010 ballot as Proposition 18. However, due to significant criticism over the size of the bond, the amount of earmarked projects ($2 billion), and a lack of public support, the Legislature has voted twice to postpone the ballot vote. Most recently, the water bond, (Proposition 43), was slated for the November 2014 ballot.

Proposition 1 replaces the existing water bond (formally Proposition 43) on the November 2014 ballot and authorizes $7.545 billion in spending. Proposition 1 would reauthorize $425 million in unissued bonds, in addition to authorizing $7.120 billion in new general obligation bonds for . for water related projects such as water conservation, groundwater recharge, storm water capture and reuse/Clean Water Act Compliance, watershed restoration, water storage and conveyance and water recycling and reuse. These funds are restricted to water resources related programs and projects.

Discussion

The City of Woodland Interests
The City of Woodland is currently pursuing a number of water infrastructure projects and initiatives across most of the funding categories for which State Water Bond funding would be available. In fact, the city has already benefited significantly from state funds set-aside in support of projects related to our water supply, ground water storage, recycled water and wastewater.

Nonetheless, the capital infrastructure costs associated with developing a fully integrated water management plan as well as costs associated with meeting ever-more stringent regulatory requirements suggests that State funding support will be critical to Woodland's future water supply, storage and distribution needs, as well as our ongoing efforts to develop a flood protection plan for the community.

League of California Cities
The League of California Cities originally established guiding principles for a new state water bond via adoption of a General Assembly Resolution at its 2013 Annual Conference. Following significant interest and discussion about a number of pending water bond proposals at the January 2014 policy committee meetings, the League formed a Water Bond Task Force comprised of members from multiple committees.

The Water Bond Task Force's primary objectives were to 1) identify broad categories of critical projects and programs that should be funded in a water bond; and, 2) make recommendations to the policy committees to support the identified categories of projects and programs that should be contained in a water bond. Ultimately, the League's Board was presented the water bond funding priority recommendations from the policy committees at the April 24th Board and unanimously supported the below priorities.

League of California Cities Water Bond Funding Priorities

1. Water Conservation
2. Ground Water Recharge
3. Stormwater Capture and Reuse/Clean Water Act Compliance
4. Watershed Restoration
5. Water Storage (surface and subsurface) and Associated Conveyance
6. Water Recycling and Reuse

Upon passage by the Legislature, Proposition 1 was reviewed by the League's Water Bond Task Force who found it to be largely consistent with both the 2013 General Assembly water bond resolution and the subsequent Board-adopted water bond funding priorities. At its meeting of September 4, 2014, the Board of Directors of the League of California Cities voted to support Proposition 1 on the November 2014 ballot.

Many of the funding provisions outlined in Prop. 1 are consistent with water bond priorities developed by the League's Water Bond Task Force. The League supports this bipartisan proposal because it would provide financial support to help local communities provide reliable and clean drinking water.

Conclusion
Staff recommends that the City Council consider whether to take a formal position on Proposition 1, the State Water Bond appearing on the November 4, 2014 ballot.

Paul Navazio,City Manager

Attachment: Resolution
Summary of State Water Bond Funding Allocations

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF WOODLAND SUPPORTING PROPOSITION 1

WHEREAS, the State of California is facing a severe multiyear drought due to a variety of factors not limited to record dry conditions and below average rainfall; and,

WHEREAS, on January 17, 2014 California Governor Jerry Brown declared a drought state of emergency; and,

WHEREAS, the drought has, and will continue to have significant impacts on local agency ability to provide reliable and clean drinking water to the communities they serve; and,

WHEREAS, the Legislature approved and Governor Brown signed the Water Quality, Supply and Infrastructure Improvement Act of 2014, which will appear as Proposition 1 on the November 4 ballot; and,

WHEREAS, Proposition 1 will provide a total of $7.545 billion in bond funding ($7.12 billion in new general obligation (GO) bonds and the reallocation of $425 million in existing bond funds previously approved by voters) for water related projects that will benefit local communities such as water conservation, groundwater recharge, stormwater capture and reuse, watershed restoration, water storage and conveyance and water recycling and reuse; and,

WHEREAS, Proposition 1 contains several provisions providing significant funding opportunities to disadvantaged communities and economically distressed areas that have been hardest hit by the drought; and,

WHEREAS, the intent of Proposition 1 aligns with the City of Woodland and statewide priorities to provide a comprehensive water management plan for decades to come; and,

NOW, THEREFORE, the City Council of the City of Woodland resolves as follows:

SECTION 1. The City Council of the City of Woodland by the adoption of this resolution hereby supports Proposition 1 on the November 4, 2014 ballot.

PASSED AND ADOPTED by the City Council this 7th day of October, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST: **APPROVED AS TO FORM:**

____
Ana B. Gonzalez, City Clerk

____
Kara K. Ueda, City Attorney

PROPOSITION 1 – STATE WATER BOND
Funding Allocations

Clean, Safe, and Reliable Drinking Water: $520 million

- $260 million deposit in the State Water Pollution Control Revolving Fund Small Community Grant Fund for grants for wastewater treatment projects. Priority shall be given to projects that serve disadvantaged communities and severely disadvantaged communities, and to projects that address public health hazards.
- $260 million for grants and loans for public water system infrastructure improvements to meet safe drinking water standards, ensure affordable drinking water, or both. Priority shall be given to projects that provide treatment for contamination or access to an alternate drinking water source or sources for small community water systems or state small water systems in disadvantaged communities whose drinking water source is impaired by chemical and nitrate contaminants and other health hazards.

Protecting River, Lakes, Streams, Coastal Waters, and Watersheds: $1.495 billion

- *$327.5 million for Conservancies to fund projects that restore, enhance, and protect watersheds.
- *$100 million to protect and enhance urban creeks.
- *$20 million shall be made available for a competitive program to fund multi-benefit watershed and urban rivers enhancement projects in urban watersheds that increase regional and local water self-sufficiency and that meet at least two of the following objectives:
    - Promote groundwater recharge and water reuse.
    - Reduce energy consumption.
    - Use soils, plants, and natural processes to treat runoff.
    - Create or restore native habitat.
    - Increase regional and local resiliency and adaptability to climate change.
    - At least 25 percent of the funds available pursuant to this section shall be allocated for projects that benefit disadvantaged communities. Up to 10 percent of the funds available pursuant to this section may be allocated for project planning.

- $87 million to the Department of Fish and Wildlife for water quality, ecosystem restoration, and fish protection facilities that benefit the Delta.

Regional Water Security, Climate, and Drought Preparedness: $810 million

- *$510 million for hydrologic regions identified in the Water Action Plan for regional self-reliance security; grants and loans for projects included in an IRWM plan.
- *$100 million for grants and loans for water conservation and efficiency plans, projects, and programs.
- *$200 million for grants for multi-benefit stormwater management projects.

Statewide Water System Operational Improvement and Drought Preparedness: $2.7 billion

- *$2.7 billion for surface and subsurface water storage.
- *Funds are continuously appropriated.

Water Recycling: $725 million

- *$725 million for grants and loans for water recycling and advanced treatment projects.

Groundwater Sustainability: $900 million

- *$720 million for competitive grants, and loans for, projects to prevent or clean up the contamination of groundwater that serves or has served as a source of drinking water. Funds may also be used for projects necessary to protect public health by preventing or reducing the contamination of groundwater that serves or has served as a major source of drinking water for a community.
- *$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water.
- *$100 million of grants for projects that develop and implement groundwater plans.

Flood Management: $395 million

- $295 million to reduce the risk of levee failure and flood in the Delta.

** Indicates consistency with League water bond priorities.*

Legislation Details (With Text)

20.

File #:	14-398 Version: 1	Name:	
Type:	Report of the City Manager	Status:	Agenda Ready
File created:	9/24/2014	In control:	City Council
On agenda:	10/7/2014	Final action:	

Title: SUBJECT: Consideration of City Position on Proposition 47 - The Safe Neighborhoods and Schools Act

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ opposing Proposition 47 appearing on the November 4, 2014 ballot

Sponsors:

Indexes:

Code sections:

Attachments: Resolution - proposition 47
Summary of Selected Provisions of Proposition 47.pdf
Prop 47 text

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 7, 2014

SUBJECT: Consideration of City Position on Proposition 47 - The Safe Neighborhoods and Schools Act

Recommendation for Action : Staff recommends that the City Council approve Resolution No. _____ opposing Proposition 47 appearing on the November 4, 2014 ballot

Staff Contact

Dan Bellini, Public Safety Chief, (530) 661-7800, dan.bellini@cityofwoodland.org

Fiscal Impact

The fiscal impact of Proposition 47 is unknown; however, the anticipated "savings" from Proposition 47 can come from anywhere in the State budget. It is entirely possible that "savings" could be identified in the funds that the state now sends to counties pursuant to realignment. Since the seven categories of crimes reclassified by Proposition 47 would no longer be felonies (currently they are all non-non-non felonies) they would be outside the scope of county realignment responsibilities. This could give rise to a take-away from counties of a portion of realignment funding. Currently, in Yolo County a portion of realignment funding goes to municipal law enforcement.

Background

Proposition 47, also referred to as the Safe Neighborhoods and Schools Act, appears on the ballot of the November 4, 2014 statewide general election. Proponents argue the proposition will change low level nonviolent crimes from felonies to misdemeanors saving hundreds of millions of dollars. State savings resulting from the measure would be used to support school truancy and dropout prevention, victim services, mental health and drug treatment, and other programs designed to keep offenders out of prison and jail. Proposition 47 is being opposed by The California District Attorneys Association, The California Coalition Against Sexual Assault, Crime Victims Action Alliance, The California State Sheriffs Association, The California Peace Officers Association, The California Police Chiefs Association, and The League of California Cities, to name a few.

Discussion

Proposition 47 would change numerous crimes which are currently classified as felonies to misdemeanors. Rather than discuss all of the Proposition 47 changes, the three most significant impacts are discussed below.

- Proposition 47 would eliminate automatic felony prosecution for stealing a gun. Under current law, stealing a gun is a felony. Proposition 47 would redefine grand theft in such a way that theft of a firearm could only be considered a felony if the value of the gun is greater than $950. Almost all handguns (which are the most stolen kind of firearm) retail for well below $950. Handguns are stolen for violent, predatory purposes.

- Under Proposition 47, all drug possession cases, to include heroin, cocaine and methamphetamine, would be reduced to straight misdemeanors regardless if the drug is intended for personal or predatory purposes. Possession of date rape drugs would be a misdemeanor. Although under Proposition 36 enacted in 2000, multiple treatment opportunities are required before an individual can be incarcerated for felony drug possession, it is likely Proposition 47 will disincentivise the population impacted by Proposition 36 from seeking treatment at all. Effectively, this provision increases the prospects of addicts continuing their addiction and continuing to commit crimes to feed their habit.

- Currently, felony convictions carry a lifetime prohibition on owning guns. Since Proposition 47 redefines many felonies and reduces them to misdemeanors, people convicted of these offenses will no longer fall under the restrictions on gun ownership.

Further, those who have been convicted of felonies for those crimes which are redefined under Proposition 47 and are currently serving time in state prison can petition the Courts for early release. Even proponents of Proposition 47 admit that an additional 10,000 prisoners could be released from state prison under Proposition

47. Many of those 10,000 felons have violent criminal histories.

League of California Cities Position: Oppose

By reclassifying a series of what are felony or felony/misdemeanor offenses as outright misdemeanors, this measure will trigger significant public safety policy changes with respect to crimes such as theft of firearms and drug possession, including the possession of date-rape drugs. As drafted, it appears to be quite broad and treats nearly all instances of specified offenses with the same general rule, in a fashion that may not promote public safety. In addition, it will likely lead to changes in the prison inmate population, the county jail population, and what is known as the population of AB 109 offenders who are in and out of county jails. (A summary of the provisions of Proposition 47 prepared by the League of California Cities is included as an attachment to this report).

Conclusion

Since AB 109, the state's prison realignment plan, was implemented in October 2011, the City of Woodland has experienced dramatic increases in crime. Proposition 47 will likely only compound our current struggles to address our growing crime trends.

Staff recommends that the City Council take a position opposing Proposition 47 appearing on the November 4, 2014 ballot

Prepared by: Dan Bellini
Public Safety Chief

Paul Navazio, City Manager

Attachment: Resolution
League of California Cities Summary of Prop 47
Text of proposed law

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND OPPOSING PROPOSITION 47.

WHEREAS, Proposition 47 has qualified for the November 4, 2014 Statewide General Election; and,

WHEREAS, the proponents of this measure concede that Proposition 47 will make up to 10,000 felons eligible for early release; and,

WHEREAS, with the implementation of Public Safety Realignment in 2011, which altered sentencing policy by shifting all newly convicted non-violent, non-serious, non-sex offenders to county supervision, there is currently a significantly diminished population of non-violent offenders in California's prisons, and there is a legitimate question as to how many of the 10,000 inmates eligible for early release could be classified as high-risk for committing subsequent violent offenses; and,

WHEREAS, Proposition 47 contains provisions re-classifying a host of felony offenses or felony/misdemeanor offenses as simple misdemeanors, representing sweeping sentencing reform that would be better accomplished through the state legislative process; and,

WHEREAS, Proposition 47 would redefine grand theft in such a way that theft of a firearm would be considered a misdemeanor unless the value of the gun was greater than $950, and the overwhelming majority of new handguns sold in California retail for significantly less than that amount; and,

WHEREAS, Proposition 47 would reduce the penalty for possession of illicit drugs, including drugs used to facilitate date-rape, to a simple misdemeanor; and,

WHEREAS, Proposition 47 may further burden our local criminal justice systems by shifting responsibility for additional categories of offenders to already overcrowded county jails;

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

SECTION 1. The City Council of the City of Woodland by adoption of this resolution hereby opposes Proposition 47 on the November 4, 2014 ballot.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2014, by the following vote:

AYES: None
NOES: None

ABSENT: None
ABSTAIN: None

____
Tom Stallard, Mayor

ATTEST: **APPROVED AS TO FORM:**

____
Ana B. Gonzales, City Clerk

____
Kara K. Ueda, City Attorney

Summary of Selected Provisions of Proposition 47:

Prepared by League of California Cities

This measure seeks to enact the significant changes in sentencing policy and direct any resulting state savings to support mental health and substance abuse treatment (65 percent), truancy and drop-out prevention (25 percent), and victim services (10 percent).

Specifically, the measure would:

- Reduce sentencing penalties for specified non-serious and non-violent drug and property crimes. Specifically, it would direct that the following offenses be treated as misdemeanors, in most instances irrespective of the circumstances:
    - Commercial Burglary
        - Entering a commercial establishment during business hours with intent to commit larceny of property not exceeding $950 will no longer be deemed commercial burglary. Instead, it will be defined as shoplifting, which is a misdemeanor.
    - Forgery
        - Under current law, forgery can be charged as a felony or misdemeanor (known as a "wobbler") but Prop. 47 will re-define it to be a misdemeanor if the defendant is forging a financial instrument that does not exceed $950.00 in value. As drafted, Prop. 47 would provide that even if the person has forged multiple documents whose total value exceeded $950.00, that individual could only be charged with a misdemeanor, so long as no individual financial instrument exceeded the threshold.
    - Passing Bad Checks
        - Current law provides that the current threshold for felony prosecution for this offense is $450.00, but Prop. 47 would increase this threshold to $950.00. Current law provides that one prior conviction of this offense would trigger a felony charge on the second offense; but Prop. 47 requires three prior convictions for similar offenses.
    - Grand Theft
        - The provisions pertaining to grand theft will reduce the theft of all personal property, including all but the most exotic handguns, to a misdemeanor, ushering in a major change in current criminal justice policy. Prop. 47 states that all theft of property less than $950.00 in value shall be a misdemeanor offense.
    - Receipt of Stolen Property
        - Under current law, receipt of stolen property is a felony/misdemeanor wobbler, with district attorneys granted discretion on how to charge the offense if the value of the property did not exceed $950.00 — however Prop. 47 defines all such cases under $950.00 to be misdemeanors.
    - Petty Theft with a Prior Offense
        - Under current law, a defendant with more than three prior offenses for theft could be charged with a felony if charged with the offense a fourth time. Under Prop. 47, felony penalties only apply if the person had been

previously convicted of a serious or violent felony and had a theft-related related prior.

- Drug Possession
  - Under Prop. 47, all drug possession cases will be reduced to misdemeanors. District attorneys would be stripped of discretion about whether to charge such offenses as felonies. This provision does not distinguish between "simple possession" and "possession for sale" — despite the fact that there can be a quantum difference in the amounts of a controlled substance involved between those two offenses. Prop. 47 makes no distinction based on the nature of the controlled substance, so it would impose misdemeanor penalties even for possession of significant quantities of substances such as methamphetamine, or for possession of ketamine or GHB, both known to be date-rape drugs.

- Allow certain offenders previously convicted of the above crimes to apply for reduced sentences. This is expected to result in the release of an estimated 10,000 inmates. Newly sentenced offenders in the affected categories would be sentenced to county jails, many of which are already at capacity or overcrowded due to the implementation of 2011's AB 109, Public Safety Realignment.

League Position: Oppose

By reclassifying a series of what are felony or felony/misdemeanor offenses as outright misdemeanors, this measure will trigger significant public safety policy changes with respect to crimes such as theft of firearms and drug possession, including the possession of date-rape drugs. As drafted, it appears to be quite broad and treats nearly all instances of specified offenses with the same general rule, in a fashion that may not promote public safety. In addition, it will likely lead to changes in the prison inmate population, the county jail population, and what is known as the population of AB 109 offenders who are in and out of county jails.

SEC. 6. Section 1714.85 is added to the Civil Code, to read:

1714.85. There shall be a presumption of professional negligence in any action against a health care provider arising from an act or omission by a physician and surgeon who tested positive for drugs or alcohol or who refused or failed to comply with the testing requirements of Article 14 (commencing with Section 2350.10) of Chapter 5 of Division 2 of the Business and Professions Code following the act or omission and in any action arising from the failure of a licensed health care practitioner to comply with Section 11165.4 of the Health and Safety Code.

SEC. 7. Section 11165.4 is added to the Health and Safety Code, to read:

11165.4. (a) Licensed health care practitioners and pharmacists shall access and consult the electronic history maintained pursuant to this code of controlled substances dispensed to a patient under his or her care prior to prescribing or dispensing a Schedule II or Schedule III controlled substance for the first time to that patient. If the patient has an existing prescription for a Schedule II or Schedule III controlled substance, the health care practitioner shall not prescribe any additional controlled substances until the health care practitioner determines there is a legitimate need.

(b) Failure to consult a patient's electronic history as required in subdivision (a) shall be cause for disciplinary action by the health care practitioner's licensing board. The licensing boards of all health care practitioners authorized to write or issue prescriptions for controlled substances shall notify all authorized practitioners subject to the board's jurisdiction of the requirements of this section.

SEC. 8. Amendment.

This act may be amended only to further its purpose of improving patient safety, including ensuring that patients, their families, and others who are injured by negligent doctors are made whole for their loss, by a statute approved by a two-thirds vote of each house of the Legislature and signed by the Governor.

SEC. 9. Conflicting Initiatives.

In the event that this measure and another initiative measure or measures that involve patient safety, including the fees charged by attorneys in medical negligence cases, shall appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure shall be null and void.

SEC. 10. Severability.

If any provision of this act, or part thereof, is for any reason held to be invalid or unconstitutional, the remaining provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this act are severable.

Proposition 47

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure adds sections to the Government Code, amends and adds sections to the Penal Code, and amends sections of the Health and Safety Code; therefore, existing provisions proposed to be deleted are printed in ~~strikeout type~~ and new provisions proposed to be added are printed in *italic type* to indicate that they are new.

Proposed Law

THE SAFE NEIGHBORHOODS AND SCHOOLS ACT

SECTION 1. Title.

This act shall be known as "the Safe Neighborhoods and Schools Act."

SEC. 2. Findings and Declarations.

The people of the State of California find and declare as follows:

The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonserious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K–12 schools, victim services, and mental health and drug treatment. This act ensures that sentences for people convicted of dangerous crimes like rape, murder, and child molestation are not changed.

SEC. 3. Purpose and Intent.

In enacting this act, it is the purpose and intent of the people of the State of California to:

(1) Ensure that people convicted of murder, rape, and child molestation will not benefit from this act.

(2) Create the Safe Neighborhoods and Schools Fund, with 25 percent of the funds to be provided to the State Department of Education for crime prevention and support programs in K–12 schools, 10 percent of the funds for trauma recovery services for crime victims, and 65 percent of the funds for mental health and substance abuse treatment programs to reduce recidivism of people in the justice system.

(3) Require misdemeanors instead of felonies for nonserious, nonviolent crimes like petty theft and drug possession, unless the defendant has prior convictions for specified violent or serious crimes.

(4) Authorize consideration of resentencing for anyone who is currently serving a sentence for any of the offenses listed herein that are now misdemeanors.

(5) Require a thorough review of criminal history and risk assessment of any individuals before resentencing to ensure that they do not pose a risk to public safety.

(6) This measure will save significant state corrections dollars on an annual basis. Preliminary estimates range from $150 million to $250 million per year. This measure will increase investments in programs that reduce crime and improve public safety, such as prevention programs in K–12 schools, victim services, and mental health and drug treatment, which will reduce future expenditures for corrections.

SEC. 4. Chapter 33 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 33. Creation of Safe Neighborhoods and Schools Fund

7599. (a) A fund to be known as the "Safe Neighborhoods and Schools Fund" is hereby created within the State Treasury and, notwithstanding Section 13340 of the Government Code, is continuously appropriated without regard to fiscal year for carrying out the purposes of this chapter.

(b) For purposes of the calculations required by Section 8 of Article XVI of the California Constitution, funds transferred to the Safe Neighborhoods and Schools Fund shall be considered General Fund revenues which may be appropriated pursuant to Article XIII B.

7599.1. Funding Appropriation.

(a) On or before July 31, 2016, and on or before July 31 of each fiscal year thereafter, the Director of Finance shall calculate the savings that accrued to the state from the implementation of the act adding this chapter ("this act") during the fiscal year ending June 30, as compared to the fiscal year preceding the enactment of this act. In making the calculation required by this subdivision, the Director of Finance shall use actual data or best available estimates where actual data is not available. The calculation shall be final and shall not be adjusted for any subsequent changes in the underlying data. The Director of Finance shall certify the results of the calculation to the Controller no later than August 1 of each fiscal year.

(b) Before August 15, 2016, and before August 15 of each fiscal year thereafter, the Controller shall transfer from the General Fund to the Safe Neighborhoods and Schools Fund the total amount calculated pursuant to subdivision (a).

(c) Moneys in the Safe Neighborhoods and Schools Fund shall be continuously appropriated for the purposes of this act. Funds transferred to the Safe Neighborhoods and Schools Fund shall be used exclusively for the purposes of this act and shall not be subject to appropriation or transfer by the Legislature for any other purpose. The funds in the Safe Neighborhoods and Schools Fund may be used without regard to fiscal year.

7599.2. Distribution of Moneys from the Safe Neighborhoods and Schools Fund.

(a) By August 15 of each fiscal year beginning in 2016, the Controller shall disburse moneys deposited in the Safe Neighborhoods and Schools Fund as follows:

(1) Twenty-five percent to the State Department of Education, to administer a grant program to public agencies aimed at improving outcomes for public school pupils in kindergarten and grades 1 to 12, inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.

(2) Ten percent to the California Victim Compensation and Government Claims Board, to make grants to trauma recovery centers to provide services to victims of crime pursuant to Section 13963.1 of the Government Code.

(3) Sixty-five percent to the Board of State and Community Corrections, to administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems.

(b) For each program set forth in paragraphs (1) to (3), inclusive, of subdivision (a), the agency responsible for administering the programs shall not spend more than 5 percent of the total funds it receives from the Safe Neighborhoods and Schools Fund on an annual basis for administrative costs.

(c) Every two years, the Controller shall conduct an audit of the grant programs operated by the agencies specified in paragraphs (1) to (3), inclusive, of subdivision (a) to ensure the funds are disbursed and expended solely according to this chapter and shall report his or her findings to the Legislature and the public.

(d) Any costs incurred by the Controller and the Director of Finance in connection with the administration of the Safe Neighborhoods and Schools Fund, including the costs of the calculation required by Section 7599.1 and the audit required by subdivision (c), as determined by the Director of Finance, shall be deducted from the Safe Neighborhoods and Schools Fund before the funds are disbursed pursuant to subdivision (a).

(e) The funding established pursuant to this act shall be used to expand programs for public school pupils in kindergarten and grades 1 to 12, inclusive, victims of crime, and mental health and substance abuse treatment and diversion programs for people in the criminal justice system. These funds shall not be used to supplant existing state or local funds utilized for these purposes.

(f) Local agencies shall not be obligated to provide programs or levels of service described in this chapter above the level for which funding has been provided.

SEC. 5. Section 459.5 is added to the Penal Code, to read:

459.5. (a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to commit larceny while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars ($950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290 may be punished pursuant to subdivision (h) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

SEC. 6. Section 473 of the Penal Code is amended to read:

473. *(a)* Forgery is punishable by imprisonment in a county jail for not more than one year, or by imprisonment pursuant to subdivision (h) of Section 1170.

(b) Notwithstanding subdivision (a), any person who is guilty of forgery relating to a check, bond, bank bill, note, cashier's check, traveler's check, or money order, where the value of the check, bond, bank bill, note, cashier's check, traveler's check, or money order does not exceed nine hundred fifty dollars ($950), shall be punishable by imprisonment in a county jail for not more than one year, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290. This subdivision shall not be applicable to any person who is convicted both of forgery and of identity theft, as defined in Section 530.5.

SEC. 7. Section 476a of the Penal Code is amended to read:

476a. (a) Any person who, for himself or herself, as the agent or representative of another, or as an officer of a corporation, willfully, with intent to defraud, makes or draws or utters or delivers a check, draft, or order upon a bank or depositary, a person, a firm, or a corporation, for the payment of money, knowing at the time of that making, drawing, uttering, or delivering that the maker or drawer or the corporation has not sufficient funds in, or credit with the bank or depositary, person, firm, or corporation, for the payment of that check, draft, or order and all other checks, drafts, or orders upon funds then outstanding, in full upon its presentation, although no express representation is made with reference thereto, is punishable by imprisonment in a county jail for not more than one year, or pursuant to subdivision (h) of Section 1170.

(b) However, if the total amount of all checks, drafts, or orders that the defendant is charged with and convicted of making, drawing, or uttering does not exceed ~~four hundred fifty dollars ($450)~~ *nine hundred fifty dollars ($950)*, the offense is punishable only by imprisonment in the county jail for not more than one year, *except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290*. This subdivision shall not be applicable if the defendant has previously been convicted of ~~a~~ *three or more* ~~violation~~ *violations* of Section 470, 475, or 476, or of this section, or of the crime of petty theft in a case in which defendant's offense was a violation also of Section 470, 475, or 476 or of this section or if the defendant has previously been convicted of any offense under the laws of any other state or of the United States which, if committed in this state, would have been punishable as a violation of Section 470, 475 or 476 or of this section or if he has been so convicted of the crime of petty theft in a case in which, if defendant's offense had been committed in this state, it would have been a violation also of Section 470, 475, or 476, or of this section.

(c) Where the check, draft, or order is protested on the ground of insufficiency of funds or credit, the notice of protest shall be admissible as proof of presentation, nonpayment, and protest and shall be presumptive evidence of knowledge of insufficiency of funds or credit with the bank or depositary, person, firm, or corporation.

(d) In any prosecution under this section involving two or more checks, drafts, or orders, it shall constitute prima facie evidence of the identity of the drawer of a check, draft, or order if both of the following occur:

(1) When the payee accepts the check, draft, or order from the drawer, he or she obtains from the drawer the following information: name and residence of the drawer, business or mailing address, either

a valid driver's license number or Department of Motor Vehicles identification card number, and the drawer's home or work phone number or place of employment. That information may be recorded on the check, draft, or order itself or may be retained on file by the payee and referred to on the check, draft, or order by identifying number or other similar means.

(2) The person receiving the check, draft, or order witnesses the drawer's signature or endorsement, and, as evidence of that, initials the check, draft, or order at the time of receipt.

(e) The word "credit" as used herein shall be construed to mean an arrangement or understanding with the bank or depositary, person, firm, or corporation for the payment of a check, draft, or order.

(f) If any of the preceding paragraphs, or parts thereof, shall be found unconstitutional or invalid, the remainder of this section shall not thereby be invalidated, but shall remain in full force and effect.

(g) A sheriff's department, police department, or other law enforcement agency may collect a fee from the defendant for investigation, collection, and processing of checks referred to their agency for investigation of alleged violations of this section or Section 476.

(h) The amount of the fee shall not exceed twenty-five dollars ($25) for each bad check, in addition to the amount of any bank charges incurred by the victim as a result of the alleged offense. If the sheriff's department, police department, or other law enforcement agency collects a fee for bank charges incurred by the victim pursuant to this section, that fee shall be paid to the victim for any bank fees the victim may have been assessed. In no event shall reimbursement of the bank charge to the victim pursuant to this section exceed ten dollars ($10) per check.

SEC. 8. Section 490.2 is added to the Penal Code, to read:

490.2. (a) Notwithstanding Section 487 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars ($950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(b) This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.

SEC. 9. Section 496 of the Penal Code is amended to read:

496. (a) Every person who buys or receives any property that has been stolen or that has been obtained in any manner constituting theft or extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or aids in concealing, selling, or withholding any property from the owner, knowing the property to be so stolen or obtained, shall be punished by imprisonment in a county jail for not more than one year, or imprisonment pursuant to subdivision (h) of Section 1170. However, ~~if the district attorney or the grand jury determines that this action would be in the interests of justice, the district attorney or the grand jury, as the case may be, may,~~ if the value of the property does not exceed nine hundred fifty dollars ($950), ~~specify in the accusatory pleading that~~ the offense shall be a misdemeanor, punishable only by imprisonment in a county jail not exceeding one year*, if such person has no prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290*.

A principal in the actual theft of the property may be convicted pursuant to this section. However, no person may be convicted both pursuant to this section and of the theft of the same property.

(b) Every swap meet vendor, as defined in Section 21661 of the Business and Professions Code, and every person whose principal business is dealing in, or collecting, merchandise or personal property, and every agent, employee, or representative of that person, who buys or receives any property of a value in excess of nine hundred fifty dollars ($950) that has been stolen or obtained in any manner constituting theft or extortion, under circumstances that should cause the person, agent, employee, or representative to make reasonable inquiry to ascertain that the person from whom the property was bought or received had the legal right to sell or deliver it, without making a reasonable inquiry, shall be punished by imprisonment in a county jail for not more than one year, or imprisonment pursuant to subdivision (h) of Section 1170.

Every swap meet vendor, as defined in Section 21661 of the Business and Professions Code, and every person whose principal business is dealing in, or collecting, merchandise or personal property, and every agent, employee, or representative of that person, who buys or receives any property of a value of nine hundred fifty dollars ($950) or less that has been stolen or obtained in any manner constituting theft or extortion, under circumstances that should cause the person, agent, employee, or representative to make reasonable inquiry to ascertain that the person from whom the property was bought or received had the legal right to sell or deliver it, without making a reasonable inquiry, shall be guilty of a misdemeanor.

(c) Any person who has been injured by a violation of subdivision (a) or (b) may bring an action for three times the amount of actual damages, if any, sustained by the plaintiff, costs of suit, and reasonable attorney's fees.

(d) Notwithstanding Section 664, any attempt to commit any act prohibited by this section, except an offense specified in the accusatory pleading as a misdemeanor, is punishable by imprisonment in a county jail for not more than one year, or by imprisonment pursuant to subdivision (h) of Section 1170.

SEC. 10. Section 666 of the Penal Code is amended to read:

666. ~~(a) Notwithstanding Section 490, every person who, having been convicted three or more times of petty theft, grand theft, a conviction pursuant to subdivision (d) or (e) of Section 368, auto theft under Section 10851 of the Vehicle Code, burglary, carjacking, robbery, or a felony violation of Section 496 and having served a term therefor in any penal institution or having been imprisoned therein as a condition of probation for that offense, and who is subsequently convicted of petty theft, is punishable by imprisonment in a county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.~~

~~(b)~~ *(a)* Notwithstanding Section 490, any person described in *subdivision (b)* ~~paragraph (1)~~ who, having been convicted of petty theft, grand theft, a conviction pursuant to subdivision (d) or (e) of Section 368, auto theft under Section 10851 of the Vehicle Code, burglary, carjacking, robbery, or a felony violation of Section 496, and having served a term of imprisonment therefor in any penal institution or having been imprisoned therein as a condition of probation for that offense, and who is subsequently convicted of petty theft, is punishable by imprisonment in the county jail not exceeding one year, or in the state prison.

~~(1)~~ *(b)* ~~This subdivision~~ *Subdivision (a)* shall apply to any person who is required to register pursuant to the Sex Offender Registration Act, or who has a prior violent or serious felony conviction, as specified in ~~subdivision (c) of Section 667.5 or subdivision (c) of Section 1192.7~~ *clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667, or has a conviction pursuant to subdivision (d) or (e) of Section 368.*

~~(2)~~ *(c)* This ~~subdivision~~ *section* shall not be construed to preclude prosecution or punishment pursuant to subdivisions (b) to (i), inclusive, of Section 667, or Section 1170.12.

SEC. 11. Section 11350 of the Health and Safety Code is amended to read:

11350. (a) Except as otherwise provided in this division, every person who possesses (1) any controlled substance specified in subdivision (b)*,* ~~or~~ (c), *(e),* or paragraph (1) of subdivision (f) of

Section 11054, specified in paragraph (14), (15), or (20) of subdivision (d) of Section 11054, or specified in subdivision (b) or (c) of Section 11055, or specified in subdivision (h) of Section 11056, or (2) any controlled substance classified in Schedule III, IV, or V which is a narcotic drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment *in a county jail for not more than one year, except that such person shall instead be punished* pursuant to subdivision (h) of Section 1170 of the Penal Code *if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code*.

~~(b) Except as otherwise provided in this division, every person who possesses any controlled substance specified in subdivision (e) of Section 11054 shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code.~~

~~(c)~~ *(b)* Except as otherwise provided in this division, whenever a person who possesses any of the controlled substances specified in subdivision (a) ~~or (b)~~, the judge may, in addition to any punishment provided for pursuant to subdivision (a) ~~or (b)~~, assess against that person a fine not to exceed seventy dollars ($70) with proceeds of this fine to be used in accordance with Section 1463.23 of the Penal Code. The court shall, however, take into consideration the defendant's ability to pay, and no defendant shall be denied probation because of his or her inability to pay the fine permitted under this subdivision.

~~(d)~~ *(c)* Except in unusual cases in which it would not serve the interest of justice to do so, whenever a court grants probation pursuant to a felony conviction under this section, in addition to any other conditions of probation which may be imposed, the following conditions of probation shall be ordered:

(1) For a first offense under this section, a fine of at least one thousand dollars ($1,000) or community service.

(2) For a second or subsequent offense under this section, a fine of at least two thousand dollars ($2,000) or community service.

(3) If a defendant does not have the ability to pay the minimum fines specified in paragraphs (1) and (2), community service shall be ordered in lieu of the fine.

SEC. 12. Section 11357 of the Health and Safety Code is amended to read:

11357. (a) Except as authorized by law, every person who possesses any concentrated cannabis shall be punished by imprisonment in the county jail for a period of not more than one year or by a fine of not more than five hundred dollars ($500), or by both such fine and imprisonment, ~~or shall be punished by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code~~ *except that such person may instead be punished pursuant to subdivision (h) of Section 1170 of the Penal Code if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code*.

(b) Except as authorized by law, every person who possesses not more than 28.5 grams of marijuana, other than concentrated cannabis, is guilty of an infraction punishable by a fine of not more than one hundred dollars ($100).

(c) Except as authorized by law, every person who possesses more than 28.5 grams of marijuana, other than concentrated cannabis, shall be punished by imprisonment in a county jail for a period of not more than six months or by a fine of not more than five hundred dollars ($500), or by both such fine and imprisonment.

(d) Except as authorized by law, every person 18 years of age or over who possesses not more than 28.5 grams of marijuana, other than concentrated cannabis, upon the grounds of, or within, any school providing instruction in kindergarten or any of grades 1 through 12 during hours the school is open for classes or school-related programs is guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars ($500), or by imprisonment in a county jail for a period of not more than 10 days, or both.

(e) Except as authorized by law, every person under the age of 18 who possesses not more than 28.5 grams of marijuana, other than concentrated cannabis, upon the grounds of, or within, any school providing instruction in kindergarten or any of grades 1 through 12 during hours the school is open for classes or school-related programs is guilty of a misdemeanor and shall be subject to the following dispositions:

(1) A fine of not more than two hundred fifty dollars ($250), upon a finding that a first offense has been committed.

(2) A fine of not more than five hundred dollars ($500), or commitment to a juvenile hall, ranch, camp, forestry camp, or secure juvenile home for a period of not more than 10 days, or both, upon a finding that a second or subsequent offense has been committed.

SEC. 13. Section 11377 of the Health and Safety Code is amended to read:

11377. (a) Except as authorized by law and as otherwise provided in subdivision (b) or Section 11375, or in Article 7 (commencing with Section 4211) of Chapter 9 of Division 2 of the Business and Professions Code, every person who possesses any controlled substance which is (1) classified in Schedule III, IV, or V, and which is not a narcotic drug, (2) specified in subdivision (d) of Section 11054, except paragraphs (13), (14), (15), and (20) of subdivision (d), (3) specified in paragraph (11) of subdivision (c) of Section 11056, (4) specified in paragraph (2) or (3) of subdivision (f) of Section 11054, or (5) specified in subdivision (d), (e), or (f) of Section 11055, unless upon the prescription of a physician, dentist, podiatrist, or veterinarian, licensed to practice in this state, shall be punished by imprisonment in a county jail for a period of not more than one year ~~or pursuant to subdivision (h) of Section 1170 of the Penal Code~~*, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 of the Penal Code if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code*.

~~(b) (1) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in subdivision (f) of Section 11056, and who has not previously been convicted of a violation involving a controlled substance specified in subdivision (f) of Section 11056, is guilty of a misdemeanor.~~

~~(2) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in subdivision (g) of Section 11056 is guilty of a misdemeanor.~~

~~(3) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in paragraph (7) or (8) of subdivision (d) of Section 11055 is guilty of a misdemeanor.~~

~~(4) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in paragraph (8) of subdivision (f) of Section 11057 is guilty of a misdemeanor.~~

~~(c)~~ *(b)* ~~In addition to any fine assessed under subdivision (b), the~~ *The* judge may assess a fine not to exceed seventy dollars ($70) against any person who violates subdivision (a), with the proceeds of this fine to be used in accordance with Section 1463.23 of the Penal Code. The court shall, however, take into consideration the defendant's ability to pay, and no defendant shall be denied probation because of his or her inability to pay the fine permitted under this subdivision.

SEC. 14. Section 1170.18 is added to the Penal Code, to read:

1170.18. (a) A person currently serving a sentence for a conviction, whether by trial or plea, of a felony or felonies who would have been guilty of a misdemeanor under the act that added this section ("this act") had this act been in effect at the time of the offense may petition for a recall of sentence before the trial court that entered the judgment of *conviction in his or her case to request resentencing in accordance with Sections 11350, 11357, or 11377 of the Health and Safety Code, or Section 459.5, 473, 476a, 490.2, 496, or 666 of the Penal Code, as those sections have been amended or added by this act.*

(b) Upon receiving a petition under subdivision (a), the court shall determine whether the petitioner satisfies the criteria in subdivision (a). If the petitioner satisfies the criteria in subdivision (a), the petitioner's felony sentence shall be recalled and the petitioner resentenced to a misdemeanor pursuant to Sections 11350, 11357, or 11377 of the Health and Safety Code, or Section 459.5, 473, 476a, 490.2, 496, or 666 of the Penal Code, those sections have been amended or added by this act, unless the court, in its discretion, determines that resentencing the petitioner would pose an unreasonable risk of danger to public safety. In exercising its discretion, the court may consider all of the following:

(1) The petitioner's criminal conviction history, including the type of crimes committed, the extent of injury to victims, the length of prior prison commitments, and the remoteness of the crimes.

(2) The petitioner's disciplinary record and record of rehabilitation while incarcerated.

(3) Any other evidence the court, within its discretion, determines to be relevant in deciding whether a new sentence would result in an unreasonable risk of danger to public safety.

(c) As used throughout this Code, "unreasonable risk of danger to public safety" means an unreasonable risk that the petitioner will commit a new violent felony within the meaning of clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667.

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(d) A person who is resentenced pursuant to subdivision (b) shall be given credit for time served and shall be subject to parole for one year following completion of his or her sentence, unless the court, in its discretion, as part of its resentencing order, releases the person from parole. Such person is subject to Section 3000.08 parole supervision by the Department of Corrections and Rehabilitation and the jurisdiction of the court in the county in which the parolee is released or resides, or in which an alleged violation of supervision has occurred, for the purpose of hearing petitions to revoke parole and impose a term of custody.

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(e) Under no circumstances may resentencing under this section result in the imposition of a term longer than the original sentence.

(f) A person who has completed his or her sentence for a conviction, whether by trial or plea, of a felony or felonies who would have been guilty of a misdemeanor under this act had this act been in effect at the time of the offense, may file an application before the trial court that entered the judgment of conviction in his or her case to have the felony conviction or convictions designated as misdemeanors.

(g) If the application satisfies the criteria in subdivision (f), the court shall designate the felony offense or offenses as a misdemeanor.

(h) Unless requested by the applicant, no hearing is necessary to grant or deny an application filed under subsection (f).

(i) The provisions of this section shall not apply to persons who have one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(j) Any petition or application under this section shall be filed within three years after the effective date of the act that added this section or at a later date upon a showing of good cause.

(k) Any felony conviction that is recalled and resentenced under subdivision (b) or designated as a misdemeanor under subdivision (g) shall be considered a misdemeanor for all purposes, except that such resentencing shall not permit that person to own, possess, or have in his or her custody or control any firearm or prevent his or her conviction under Chapter 2 (commencing with Section 29800) of Division 9 of Title 4 of Part 6.

(l) If the court that originally sentenced the petitioner is not available, the presiding judge shall designate another judge to rule on the petition or application.

(m) Nothing in this section is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner or applicant.

(n) Nothing in this and related sections is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this act.

(o) A resentencing hearing ordered under this act shall constitute a "post-conviction release proceeding" under paragraph (7) of subdivision (b) of Section 28 of Article I of the California Constitution (Marsy's Law).

SEC. 15. Amendment.

This act shall be broadly construed to accomplish its purposes. The provisions of this measure may be amended by a two-thirds vote of the members of each house of the Legislature and signed by the Governor so long as the amendments are consistent with and further the intent of this act. The Legislature may by majority vote amend, add, or repeal provisions to further reduce the penalties for any of the offenses addressed by this act.

SEC. 16. Severability.

If any provision of this measure, or part of this measure, or the application of any provision or part to any person or circumstances, is for any reason held to be invalid, the remaining provisions, or applications of provisions, shall not be affected, but shall remain in full force and effect, and to this end the provisions of this measure are severable.

SEC. 17. Conflicting Initiatives.

(a) This act changes the penalties associated with certain nonserious, nonviolent crimes. In the event that this measure and another initiative measure or measures relating to the same subject appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure shall be null and void. However, in the event that this measure and another measure or measures containing provisions that eliminate penalties for the possession of concentrated cannabis are approved at the same election, the voters intend such provisions relating to concentrated cannabis in the other measure or measures to prevail, regardless of which measure receives a greater number of affirmative votes. The voters also intend to give full force and effect to all other applications and provisions of this measure, and the other measure or measures, but only to the extent the other measure or measures are not inconsistent with the provisions of this act.

(b) If this measure is approved by the voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.

SEC. 18. Liberal Construction.

This act shall be liberally construed to effectuate its purposes.

Proposition 48

This law proposed by Assembly Bill 277 of the 2013–2014 Regular Session (Chapter 51, Statutes of 2013) is submitted to the people of California as a referendum in accordance with the provisions of Section 9 of Article II of the California Constitution.

This proposed law adds a section to the Government Code; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

Proposed Law

SECTION 1. Section 12012.59 is added to the Government Code, to read:

12012.59. (a) (1) The tribal-state gaming compact entered into in accordance with the federal Indian Gaming Regulatory Act of 1988 (18 U.S.C. Secs. 1166 to 1168, inclusive, and 25 U.S.C. Sec. 2701 et seq.) between the State of California and the North Fork Rancheria Band of Mono Indians, executed on August 31, 2012, is hereby ratified.

(2) The tribal-state gaming compact entered into in accordance with the federal Indian Gaming Regulatory Act of 1988 (18 U.S.C. Secs. 1166 to 1168, inclusive, and 25 U.S.C. Sec. 2701 et seq.) between the State of California and the Wiyot Tribe, executed on March 20, 2013, is hereby ratified.

(b) (1) In deference to tribal sovereignty, none of the following shall be deemed a project for purposes of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code):

(A) The execution of an amendment to the tribal-state gaming compacts ratified by this section.

(B) The execution of the tribal-state gaming compacts ratified by this section.

(C) The execution of an intergovernmental agreement between a tribe and a county or city government negotiated pursuant to the express authority of, or as expressly referenced in, the tribal-state gaming compacts ratified by this section.

(D) The execution of an intergovernmental agreement between a tribe and the Department of Transportation negotiated pursuant to the express authority of, or as expressly referenced in, the tribal-state gaming compacts ratified by this section.

(E) The on-reservation impacts of compliance with the terms of the tribal-state gaming compacts ratified by this section.

(F) The sale of compact assets, as defined in subdivision (a) of Section 63048.6, or the creation of the special purpose trust established pursuant to Section 63048.65.

(2) Except as expressly provided herein, this subdivision does not exempt a city, county, or city and county, or the Department of Transportation, from the requirements of the California Environmental Quality Act.