City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, April 7, 2015 | **6:00 PM** | **Council Chambers**

CITY COUNCIL
CLOSED SESSION AGENDA
5:00 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Yolo County Assessor's Parcel Number 041-070-055
(Spring Lake Park N-1)
Agency Negotiators: City Manager, Community Development Director,
City Engineer and City Attorney
Negotiating Parties: Optimistic Partners, LLC
Under Negotiation: Price and terms of payment

B.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Yolo County Assessor's Parcel Number 042-030-047
(Spring Lake Park N-3)
Agency Negotiators: City Manage, Community Development Director,
City Engineer and City Attorney
Negotiating Parties: Turn of the Century, a Deleware LLC
Under Negotiation: Price and terms of payment

B.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Yolo County Assessor's Parcel Number 005-645-10,11
Agency Negotiators: City Manager, Community Development Director and
City Attorney
Negotiating Parties: Jayjala Corporation
Under Negotiation: Price and terms of payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
APRIL 7, 2015
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.

14-681 SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

14-666 SUBJECT: Parks & Recreation Commission Meeting Minutes for February 23, 2015

Recommendation for Action: Staff recommends that the City Council receive the February 23, 2015 Parks & Recreation Commission Minutes that were approved on March 23, 2015.

14-667 SUBJECT: Commission on Aging Meeting Minutes for February 12, 2015

Recommendation for Action: Staff recommends that the City Council receive the February 12, 2015 Commission on Aging Minutes that were approved on March 12, 2015.

G. PRESENTATIONS

1. **14-687** SUBJECT: Proclaim April 2015 as Child Abuse Prevention Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring April 2015 as Child Abuse Prevention Month.

2. **14-685** SUBJECT: Proclamation Declaring April 12-18, 2015 National Library Week

Recommendation for Action: Staff recommends that the City Council proclaim April 12-18, 2015 National Library Week

3. **14-686** SUBJECT: Proclaim May 5, 2015 as BIG Day of Giving

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.

4. **14-688** SUBJECT: Presentation - Girl Scouts Troop #252

Recommendation for Action: Staff recommends that the City Council allocate time at the meeting of April 7th for a brief presentation from Girl Scouts Troop #252.

H. MINUTES

5. **14-682** 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 of March 3, 2015 and the Special Meeting/Study Session and Joint Regular City Council/Woodland Finance Authority meeting of March 17, 2015.

I. CONSENT CALENDAR

6. **14-631** SUBJECT: Renewal of Microsoft Software Licensing Agreement

Recommendation for Action: Staff recommends that the City Council:
1. Receive the Annual Maintenance for Microsoft Enterprise Agreement; and

2. Approve Resolution No. _____, authorizing the City Manager to execute a 3-year Microsoft Enterprise Agreement with CompuCom Systems, Inc, using the Terms and conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement 01E73134.

7. **14-648** SUBJECT: Authorize City Manager to Execute Applications with the Railroad for Kentucky Widening Improvements, CIP 04-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute two applications with Genesee & Wyoming, also known as California Northern Railroad, for rail crossing improvements associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07; and authorizing the City Manager to submit both applications and application/design fees in the amount of $109,661.40; and authorizing a 10% contingency, not to exceed $10,967.

8. **14-660** SUBJECT: Second Reading of Ordinance No. _____ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area (Attachment A).

9. **14-674** SUBJECT: Approve Contract Amendment with Carollo Engineers for New ASR Wells #29 and #30, CIP 15-02

Recommendation for Action: Staff recommends that the City Council:
1) Approve Resolution No. _____, authorizing the City Manager to execute contract amendment #1 with Carollo Engineers (Carollo) for the New Aquifer Storage & Recovery (ASR) Wells #29 and #30, CIP 15-02, for an amount not to exceed $67,000; and
(2) Appropriate $200,000 additional funding for FY2014/15 from the FY2015/16 planned allocation (CIP 15-02) to cover the contract amendment and coring program.

10. **14-677** SUBJECT: Memorandum of Understanding with Yolo County transferring funding and responsibility of Safe Routes to School Caltrans Active Transportation Grant

Recommendation for Action: Staff recommends that the City Council approve a Memorandum of Understanding with Yolo County to transfer the funding in the amount of $539,000 and responsibility of the FY 2015-2017, Caltrans Active Transportation Program grant from the City of Woodland to Yolo County.

11. **14-663** SUBJECT: Final Acceptance and Notice of Completion for the First Ground Level Tank, CIP 08-33

Recommendation for Action: Staff recommends that the City Council accept as complete the contract with Myers and Sons Construction for work on the First Ground Level Tank and authorize the City Clerk to file a Notice of Completion.

12. **14-665** SUBJECT: Award Construction Contract for Annual Water and Sewer Repair and Replacement Project, CIP #15-19; and Approve reallocation of $50,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and $300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19

Recommendation for Action: Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____, to award a construction contract in the amount of $1,777,393 to Civil Engineering Construction, Inc. for CIP 15-19, Annual Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% ($177,739), (3) approve a consultant agreement for construction management and inspection services with Psomas in an amount up to $153,481 and authorize a contingency of up to 10% ($15,348), and (4) approve the reallocation of $50,000 of additional Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and $300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19 to provide for the revised total project budget.

13. **14-690** SUBJECT: Modifications to Salary Schedule - Public Safety Chief/Police Chief

Recommendation for Action: Staff recommends that the City Council approve revisions to the City of Woodland Salary Schedule for the classifications of Public Safety Chief and Police Chief.

14. **14-669** SUBJECT: Yolo County Commission on Aging & Adult Services Appointment of M. Therese Brown

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Commission on Aging Commissioner M. Therese Brown as the City's representative on the Yolo County Commission on Aging & Adult Services.

15. **14-636** SUBJECT: Purchase of Three Replacement Motorcycles for the Police Department

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of three (3) replacement Honda motorcycles for the Police Department.

16. **14-659** SUBJECT: Approval to Execute Cooperative Fuel Services Purchasing Agreement with Inter-State Oil, Inc.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a cooperative purchasing agreement with Inter-State Oil, Inc. for card-lock fuel services in an amount of $0.084 cents above Sacramento Oil Price Information Service (OPIS) average for unleaded fuel, and $0.085 cents above Sacramento OPIS average for diesel fuel through June 30, 2018.

J. REPORTS OF THE CITY MANAGER

17. **14-661** SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment for Consulting Services and Consideration of Establishing a Citizens Advisory Committee.

Recommendation for Action: Staff recommends that the City Council:
1) approve Resolution No. _____, and authorize the City Manager to execute Amendment #2 to the consultant services agreement with Larsen Wurzel & Associates, Inc. (LWA) for the Lower Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to $49,000, and
2) consider the establishment of a Citizens' Advisory Committee related to the selection of a preferred flood mitigation project and related funding considerations.

18. **14-662** SUBJECT: First Reading of Updated Ordinance Regulating Stormwater Discharges and Runoff

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only Ordinance No. _____, replacing Chapter 23D and amending Sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban stormwater quality management and discharge control.

19. **14-608** SUBJECT: Tobacco Retail Licensing Ordinance

Recommendation for Action: Staff recommends that the City Council consider introducing the ordinance adding Section 15-43 to the Woodland Municipal Code adopting and incorporating by reference Chapter 15 of Title 6 of the Yolo County Code concerning Tobacco Retail Permits

20. **14-679** SUBJECT: General Fund Reserve Policy

Recommendation for Action: Staff recommends that the City Council receive an informational report related to the city's General Fund Reserve Policy and provide input and direction to staff for possible updates to the policy for consideration in conjunction with the FY2015/16 Proposed Budget.

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 April 7, 2015 was posted on April 3, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

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

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 14-681, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

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

Paul Navazio, City Manager

Attachment

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

APRIL 14TH SPECIAL MEETING REPORTS DUE 3/31

Water Conservation Ordinance Update**
Approve Plans & Specs & Authorize Bids - ASR Well Construction, Wells #29 and #30, CIP 15-02
Railroad Crossing Agreement with Sierra Northern
Appointment / Reappointment of Members to the Manufactured Home Fair Practices Comm. (MHFPC)
Five-Year Capital Budget Update
Budget Adjustment – Building Services

MAY 5TH REGULAR MEETING REPORTS DUE 4/21

Public Hearing
CDBG - Updated Five-Year Plan

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
Update/Revision of Development Impact Fees
Hero Pace Program – May 5th

FUTURE STUDY SESSIONS (TBD):
Lower Cache Creek Flood Control Feasibility Study
Update Economic Development Strategic Plan

General Plan Update
Public Release – Analysis of Land Use Scenarios (April)
Steering Committee Review (April/May)
Public Workshop(s) (April 27th - tentative)
Planning Commission Review / Recommendations (May/June)
Council Consideration of Recommended Land Use Scenario(s) (June/July)
Council Direction on Preferred Land Use Plan (July)

Updated 4/1/15

** **Noticing Requirement**

Legislation Text

File #: 14-666, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Parks & Recreation Commission Meeting Minutes for February 23, 2015

Recommendation for Action: Staff recommends that the City Council receive the February 23, 2015 Parks & Recreation Commission Minutes that were approved on March 23, 2015.

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the February 23, 2015 Parks & Recreation Commission Minutes that were approved on March 23, 2015.

Prepared by: Kris Bain, Community Services Program Manager

Paul Navazio, City Manager

Attachment: February 23, 2015 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, February 23, 2015

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

Call to Order

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:32 p.m. on Monday, February 23, 2015 at the Woodland City Hall Council Chambers.

Pledge of Allegiance

Roll Call

Commission Members Present:	Chair Jesse Salinas
	Vice Chair Carla White-Snyder
	Commissioner Stephanie Miller
	Commissioner Enrique Fernandez
	Commissioner Jon-Paul Valcarenghi
	Commissioner Joe Romero
Commission Member Absent:	Commissioner Ruben Morales Jr.
Staff Present:	CDD City Engineer Brent Meyer
	PW Deputy Director Rob Sanders
	CS Manager Kris Bain
	CS Administrative Supervisor Cathy Haynie

Public Comment

Maria Contreras Tebbutt presented to the Commission an update on the Woodland Bike Campaign and their goals for the future. Cycle de Mayo is scheduled for May 2, 2015 with a goal of 500 riders. Woodland Bike Campaign is currently working with the Middle Schools to encourage more students to ride their bikes; advocating secure bike parking. Ms. Contreras Tebbutt explained that the Woodland Bike Campaign is currently working on creating a bike lending program similar to a lending library.

Presentation

Brent Meyer, City Engineer from the City's Community Development Department, presented to the Commission an update on Springlake N3 Park. Residents approached the City requesting the park be built earlier than planned. Meyer explained that the money to build the park is based on building permits issued in Springlake and at the current rate the park would not be built for 8-9 years. A community meeting organized by Community Development was held with the residents of the neighborhood, 40-50 attended, to discuss their request and the options available to meet their request.

The current plan is to complete the project in 2 years. Commissioners inquired about not hearing about this project until now. Meyer proceeded to inform the Commission that this was a resident request to the City, therefore the process is different that a City planned project. Meyer explained that the project went to the Planning Commission and will go to the City Council in April, another public meeting will be held. Commission requested that the Facility Committee be included in the Public Meeting. Meyer will update the Commission as the project move forward.

Communication-Commission/Staff Statements and Requests

Consent
Action: Fernandez Moved/ Miller Seconded to adopt the minutes of the Commission Meeting of January 26, 2015
Motion carried by the following roll call vote:
Ayes: Miller, Fernández, Romero, Salinas, Valcarenghi, White-Snyder
Noes: none

Subcommittee Review Work Plan
Commissioner Salinas asked if the Child, Youth & Program Committee and the Playground & Facilities Committee should be consolidated. Commissioner Valcarenghi felt that the two Committees dealt with too different types of issues to combine them.

Commissioner Miller reported that she attended the Woodland Tennis Club meeting, then contacted Jeff Sissom, Park Supervisor to address the issue of the restrooms at City park closing at 5:00 p.m. WTC has been provided a key and will lock up the restrooms when the leave the park.

The following are the changes/updates to the Work Plan status. Commissioner Valcarenghi stated that the first item on the (1.)Urban Forest had been achieved. Commissioner Salinas stated (2.) Review Policies, as needed; (3.) Creation of Sub-Committee to Assess Purpose and Relevance of Current Sub-Committee and Liaison Positions, work in progress. (4.) Assist in the Development and implementation of City's Fitness Initiative; 31 Day Challenge in May. (5.) Participate in Strategic Planning Efforts that Promote Healthy Communities; Commissioner Salinas will report at next meeting.

Commissioner Salinas stated that the Commission was looking at staff to keep Committees informed about projects that committees should be involved in.

Staff Reports

Parks Report
Sanders asked if there were any questions on his report. With no questions from the Commission, Sanders reported on the Arbor Day on March 14^{th} 9:00-12:00 p.m. at Everman Park 929 Cottage Drive. Residents that live by Crawford and City Park will identify the playgrounds they would like installed at the parks on March 7, 2015.

Action: Received

Community Services Report

Bain asked if there were any questions on the Community Services report. Commissioner Valcarenghi asked how the Teen Movie Night went. Bain responded that 35 teens attended the movie; staff will be at Lee Middle School campus this month. The boxing gym will be open at 3:30 p.m. beginning March 2nd. 4th of July Bike Parade will need to be reviewed due to Main Street closure for construction.
Action: Received

Items for next meeting:
Discuss status of accomplishing items in 2015
Activity Transportation and Outreach
Adopt Minutes February 26, 2015
March Community Services Report
March Parks/Street/Tree Report
Next Meeting March 23, 2015

Adjourn 8:30 p.m.
Action: White Snyder Moved/ Romero Seconded to adjourn the meeting.
Motion carried by the following roll call vote:
Ayes: Miller, Fernandez, Romero, Salinas, Valcarenghi, White-Snyder
Noes: none

300 First Street
Woodland, CA 95695

Legislation Text

File #: 14-667, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Commission on Aging Meeting Minutes for February 12, 2015

Recommendation for Action: Staff recommends that the City Council receive the February 12, 2015 Commission on Aging Minutes that were approved on March 12, 2015.

Staff Contact

Dallas Tringali, Community Services Program Manager, 661-2005, Dallas.tringali@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the February 12, 2015 Commission on Aging Minutes that were approved on March 12, 2015.

Prepared by: Dallas Tringali, Community Services Program Manager

Paul Navazio, City Manager

Attachment: February 12, 2015 Commission on Aging Meeting Minutes

Commission on Aging

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

Regular Meeting Minutes

February 12, 2015

Call to Order

Meeting convened at 3:03 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Campbell presiding.

Roll Call

Commissioners Present:	Garman, Campbell, Sanborn, Brown
Staff:	Bain, Engel, Tringali
Guest:	Sheila Allen (Yolo Healthy Aging Alliance) and Lisa Usser (Yolo County Public Health Nurse)

Pledge of Allegiance

Communications-Commission/Staff Statements and Requests

The Commission discussed placing the selection of a commissioner to be the representative on the Yolo County Commission on Aging and Adult Services Commission (since Commissioner Garman will no longer be the appointee) on the next agenda. This recommendation would then be considered by the City Council on April 7, 2015.

Minutes

Commissioner Sanborn made the motion to accept the minutes of January 8, 2015, Commissioner Garman seconded the motion. 4/0

Correspondence

None

Regular Calendar

Review of COA Report to City Council- February 17, 2015

Commissioners discussed and finalized the COA Report to City Council for February 17, 2015.

Workplan 2015

Commissioners discussed and finalized the Work Plan assignments. Intergeneration Project (Commissioner Overholt), Promotion and Speaker Series (Commissioners Overholt and Brown), Senior Resource Fair (Commissioners Sanborn and Campbell), Woodland Apartment List (All Commissioners), Technology for Seniors (Commissioner Sanborn), Advocacy (Commissioner Brown), and Handicap Parking at front of WC&SC (Commissioner Campbell.) Commissioner Brown will supply wording for Advocacy and Commissioner Sanborn will supply wording for Technology for seniors to Haynie.

Presentation of Yolo Healthy Aging Alliance

Sheila Allen from the Yolo Healthy Aging Alliance provided an overview of the program. The Yolo Healthy Aging Alliance (YHAA) is funded by the SCAN Foundation "building statewide momentum to transform the system of care so that all Californian can age with dignity, choice, and independence." YHAA was created after the 2010 aging summit when concerns arose from cuts in several senior services. The YHAA has defined gaps in senior services, have been working to determine the County's long-term goals, and are working to make changes where they need to happen. The YHAA is split into three main categories: Education (for seniors), Collaboration, and Advocacy.

Senior Resource Fair

Bain provided an update that approximately 80 packets have been distributed to last year's vendors and approximately 20 have been turned in to participate in the 2015 Senior Resource Fair. Sheila Allen requested for the information to be emailed to her and she would email it to her contact list.

Report of the Staff

Senior Center Report

Tringali discussed the Senior Center report noting that the Senior Center front desk is busy booking Tax Aid appointments. The Tax Aid appointment setting takes up about 80% of the front-desk volunteers' time. Tringali also reported that Christina Cruz, a temporary staff member, will be providing additional staffing assistance during the absence of the current temporary employee.

Facility Update, Senior Issues

Commissioner Campbell asked for an update on the addition of handicap parking. Engel reported that she attended a meeting recently on the Sports Park Master Plan. She informed the Commission that redoing the parking (and other changes at the property) is part of a larger part project for updating the Parks Master Plan which is connected to the City's General Plan Update. Additionally parking will be considered relative to all of the uses (current and future) at the Community & Senior Center and Sports Park, and all of these projects (including parking) are unfunded.

Business Items for Next Meeting
Request to City Council to appoint a commissioner to the Yolo County Commission of Aging
Updated 2015 Work Plan
Speaker Series
Senior Resource Fair 2015- Update
Senior Center Report
Facilities update
Next Meeting Date March 12, 2015

Adjourn

Commissioner Brown made the motion to adjourn the meeting at 3:59 p.m., Commissioner Garman seconded the motion, and motion carried 4/0.

Respectfully submitted,

Kris Bain, CS Program Manager
Community Services Department

Legislation Text

1.

File #: 14-687, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Proclaim April 2015 as Child Abuse Prevention Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring April 2015 as Child Abuse Prevention Month.

Staff Contact

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

Discussion

Julie Beckner, Special Projects Manager with Yolo County Children's Alliance and Elda Radia, Family Support Worker with Step by Step/Paso a Paso Program will be at the meeting to receive the proclamation.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio
City Manager

Attachment

CITY OF WOODLAND
PROCLAMATION
Declaring April 2015 as Child Abuse Prevention Month

WHEREAS, child abuse is a national tragedy with an estimate 3 million children referred to state and local agencies for instances of maltreatment – nearly 6 referrals per minute; and

WHEREAS, the Centers for Disease Control and Prevention has determined that Adverse Childhood Experiences (ACE) have both short- and long-term outcomes including a multitude of health and social problems; and

WHEREAS, effective early intervention and prevention efforts are less costly than trying to fix the adverse effects of child maltreatment, both in human and financial terms; and

WHEREAS, 482,383 California children were referred for Child Welfare Services investigations in 2013, of which 83,981 children had allegations that were substantiated; and

WHEREAS, the Yolo County Department of Employment and Social Services, Child Welfare Services Division, received 1,999 reports of suspected child abuse and/or neglect in 2013, of which 387 were substantiated; and

WHEREAS, in 2013 Yolo County, including Woodland, had an average of 229 children in Child Welfare supervised placements each month; and

WHEREAS, in 2013 throughout our county, a monthly average of 95 children continued living with their families while the families received ongoing support services and supervision through the Family Maintenance program, and 103 children received Family Reunification services aimed at returning them to their homes of origin; and

WHEREAS, the people of Woodland are encouraged to support child abuse prevention activities in their communities, specifically through the Talk + Play = Connect campaign; and

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

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

THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby declares the month of April 2015 to be "Child Abuse Prevention Month" in Woodland.

Dated: April 7, 2015

____
Tom Stallard, Mayor

William L. Marble, Mayor Pro Tem | Jim Hilliard, Council Member

Sean Denny, Council Member | Angel Barajas, Council Member

300 First Street
Woodland, CA 95695

Legislation Text

2.

File #: 14-685, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Proclamation Declaring April 12-18, 2015 National Library Week

Recommendation for Action: Staff recommends that the City Council proclaim April 12-18, 2015 National Library Week

Staff Contact

Greta Galindo, Library and Literacy Services Director - 530-661-5984 greta.galindo@cityofwoodland.org

Report in Brief

The City Council is asked to proclaim April 12-18, 2015, as National Library Week, themed "Unlimited possibilities @ your library." Staff recommends that the City Council issue a Proclamation declaring April 12-18, 2015, as National Library Week and encourage residents to join the celebration at Woodland Public Library.

Background

The Council has shown their support for National Library Week in the past by issuing a Proclamation. This is the opportunity for the Council to recognize the importance of libraries for free public access to information as well as promoting reading, lifelong learning, and access to technology.

Recommendation for Action

Staff recommends that the City Council issue a Proclamation declaring April 12-18, 2015, as National Library Week and encourage residents to join the celebration at Woodland Public Library.

Prepared by: Greta Galindo, Library and Literacy Services Director

Paul Navazio

Paul Navazio, City Manager

Attachment

National Library Week 2015 Proclamation

WHEREAS, libraries create potential and possibilities within their communities, campuses and schools;

WHEREA, libraries level the playing field for all who seek information and access to technologies;

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities;

WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading;

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books;

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved, that the City Council of the City of Woodland proclaims National Library Week, April 12-18, 2015 and we encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. Unlimited possibilities @ your library.

Dated: April 7, 2015

Tom Stallard, Mayor

William L. Marble, Mayor Pro Tem   Jim Hilliard, Council Member

Sean Denny, Council Member   Angel Barajas, Council Member

300 First Street
Woodland, CA 95695

Legislation Text

3.

File #: 14-686, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Proclaim May 5, 2015 as BIG Day of Giving

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming May 5, 2015 as BIG Day of Giving.

Staff Contact

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

Discussion

May 5, 2015 is the BIG Day of Giving in our region, a 24-hour giving challenge starting at midnight and ending at 11:59pm on May 5th.

BIG Day of Giving is led by a partnership of the region's premier community foundations: Sacramento Region Community Foundation, Placer Community Foundation, and Yolo Community Foundation. These foundations play a leading role in promoting and advancing philanthropy and giving.

Meg Stallard, President of Yolo Community Foundation will be at the meeting to receive the proclamation.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio
City Manager

Attachment

PROCLAMATION

HONORING MAY 5^{TH}, 2015 AS THE BIG DAY OF GIVING AND ITS PARTNERS:

GIVELOCALNOW, SACRAMENTO REGION COMMUNITY FOUNDATION, PLACER COMMUNITY FOUNDATION, AND YOLO COMMUNITY FOUNDATION

WHEREAS, the City Council of the City of Woodland, California does hereby find as follows:

WHEREAS, May 5^{th} 2015 is the BIG Day of Giving in our region; and

WHEREAS, the BIG Day of Giving, a 24-hour giving challenge starting at midnight and ending at 11:59pm on May 5^{th}, hopes to raise $5 Million in unrestricted funds for 500 nonprofits across the region and engage 25,000 donors with 30 of those as new donors to the nonprofit, raise $500,000 in match and prize money, and be #1 in the country as the most generous region; and

WHEREAS, the BIG Day of Giving is led by a partnership of the region's premier community foundations: Sacramento Region Community Foundation, Placer Community Foundation, and Yolo Community Foundation; and

WHEREAS, the Sacramento Region, Placer, and Yolo Community Foundations play a leading role in promoting and advancing philanthropy and giving; and

WHEREAS, the BIG Day of Giving falls under a national day of giving affiliated with the Give Local America campaign; and

WHEREAS, the BIG Day of Giving participating nonprofits had to successfully complete a rigorous and transparent process of creating a profile on the GivingEdge, the region's first philanthropic database, sharing information about finances, governance, programs, management, and specific needs in order to be eligible to participate; and

WHEREAS, the BIG Day of Giving's participating nonprofits are a large economic engine that offers opportunities for giving, volunteerism, and community involvement that enhance community life and make our region a better place to live; and

WHEREAS, the BIG Day of Giving has enlisted many matching fund and prize challenge partners to make donations go further and motivate donors to give and nonprofits to compete for prize challenges; and

WHEREAS, the BIG Day of Giving has enlisted many outreach and business partners to act as ambassadors to help publicize the event and encourage the community-at-large to give; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Woodland, California, that May 5^{th}, 2015 be recognized as the BIG Day of Giving.

Dated: April 7, 2015

____

Tom Stallard, Mayor

William L. Marble, Mayor Pro Tem

Jim Hilliard, Council Member

Sean Denny, Council Member

Angel Barajas, Council Member

On May 5th, 2015, our community will come together for one *BIG Day of Giving* as part of a national day to rally support for the local nonprofits that make this the place we call home.

In 2014, our community made history during the first *BIG Day of Giving* by raising more than $3 million for 394 nonprofits from over 12,000 donors - and we were 2nd in the country among those participating in the national Give Local America effort! The community spoke loudly, with over 12,000 donations pouring in.

Visibility on that day was extraordinary: over 75,000 Facebook impressions and over 11.5 million radio, print, and TV impressions.

Pride in our region and last year's experience lead us to believe that, together, we can reach the following goals on the *BIG Day of Giving* 2015:

- **To be #1 in the country in the Give Local America effort** by raising **$5M** in unrestricted gifts , including:
- **$4.5M** in online donations
- **$500K** in Incentive Funds and Challenge Prizes
- From **25K** donors
- For **500** local nonprofits

We invite you to join us and make the *BIG Day of Giving* 2015 a resounding success by becoming a **Business and Outreach Partner** to inspire our community to give generously on May 5th!

The *BIG Day of Giving* is brought to you by *GiveLocalNow* and your local community foundations:

Sacramento Region Community Foundation

Yolo Community Foundation

Give Local Now.org

Placer Community Foundation
Local giving. Lasting value.

Business and Outreach Partner Roles - *BIG Day of Giving (DoG)*

The BIG Day of Giving is an opportunity to rally your troops for a one day celebration of giving and join this region-wide effort to bring philanthropy to the forefront. As a Business and Outreach Partner, you will have the unique opportunity to reach out to your clients, colleagues and networks to "pay forward" the news about the BIG Day of Giving (BIG DoG) to promote action on May 5th!

We make it easy for you to excel as a Business and Outreach Partner by providing you with a BIG DoG marketing toolkit. Use the graphics and other tools to maximize your role to communicate to your networks during the month of April, with heavy outreach from April 20th through May 5th to give on the BIG Day. Here's how:

- Communicate with your networks to "tease" the BIG DoG b etween April 1st through the 17th using your communications channels, and then amplify these messages in the two weeks prior to May 5th:
    - Print materials and newsletters
    - Email blasts and e-news
    - Social Media (use the hashtag: #bigdog2015)
    - Website
    - Mailers and collateral
    - Be creative – leverage your other existing marketing platforms
- Use social media to inspire generosity and help your favorite nonprofits win prizes
- Set a company goal to raise a certain amount collectively
- Encourage your employees to give on May 5th
- Consider hosting a BIG DoG Kick-off celebration
- Offer to match employee contributions

Business and Outreach Partner Benefits - *BIG Day of Giving (DoG)*

Because we appreciate your role as a BIG DoG Outreach and Business partner, we want to ensure that you reap benefits that add visibility to your organization's philanthropic leadership. These benefits will include:

- Acknowledgement as a BIG DoG partner in pre- and post-event marketing
    - Listing on givelocalnow.org and bigdayofgiving.org from time of commitment through 2015
    - Recognition at post-event *Report to the Community* reception and listed in report
- Unique social media mentions and shout-outs on May 5th
- Helping to create a more generous region and enhancing the quality of life made possible through work of local nonprofits

300 First Street
Woodland, CA 95695

Legislation Text

4.

File #: 14-688, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Presentation - Girl Scouts Troop #252

Recommendation for Action: Staff recommends that the City Council allocate time at the meeting of April 7th for a brief presentation from Girl Scouts Troop #252.

Background

Suzee Naff, Leader for Girl Scouts Troop #252, contacted the City Manager's Office requesting time on the agenda for a brief presentation and question and answer session with Council Members. Troop #252 is working on their "Inside Government" patch.

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio

Paul Navazio, City Manager

300 First Street
Woodland, CA 95695

Legislation Text

5.

File #: 14-682, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

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 of March 3, 2015 and the Special Meeting/Study Session and Joint Regular City Council/Woodland Finance Authority meeting of March 17, 2015.

Staff Contact

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

Paul Navazio, City Manager

Attachments

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - DRAFT - For Approval

Tuesday, March 3, 2015

6:00 PM

Council Chambers

<u>City Council</u>

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY/SUCCESSOR AGENCY
MARCH 3, 2015
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 4 - Council Member Sean Denny, Council Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William Marble

Absent: 1 - Council Member Jim Hilliard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mark Aulman, Member of the Woodland Tree Foundation.

D. COMMUNICATIONS-PUBLIC COMMENT

Manuel Carlos Estrada - Spoke regarding his brother, Corporal J. Esterada, missing from Korea since December 6, 1950
Miranda Driver - Marketing and Promotions Coordinator with the Yolo County Visitor's Bureau
Douglas Someya Reed - Spoke regarding contract awards

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

14-623 SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

The Planning Commission meeting minutes for December 18, 2014 were pulled.

14-612 SUBJECT: Parks & Recreation Commission Meeting Minutes for January 26, 2015

Recommendation for Action: Staff recommends that the City Council receive the January 26, 2015 Parks & Recreation Commission Minutes that were approved on February 23, 2015.

14-618 SUBJECT: Planning Commission Meeting Minutes for December 18, 2014

Recommendation for Action: Staff recommends that the City Council receive the December 18, 2014 Planning Commission Minutes that were approved on February 19, 2015.

14-604 SUBJECT: Commission on Aging Meeting Minutes for January 8, 2015

Recommendation for Action: Staff recommends that the City Council receive the January 8, 2015 Commission on Aging Minutes that were approved on February 12, 2015.

Council Members accepted as submitted, the Parks & Recreation Commission meeting minutes of January 26, 2015 and the Commission on Aging meeting minutes of January 8, 2015.

G. PRESENTATIONS

1. 14-587 SUBJECT: Proclaim March 14, 2015 as Arbor Day

Recommendation for Action: Staff recommends that the City Council approve a Proclamation declaring March 14th, 2015 as Arbor Day in the City of Woodland.

Council Member Barajas presented the Arbor Day Proclamation to Mark Aulman, Member of the Woodland Tree Foundation and Rob Sanders, Deputy Public Works Director.

H. MINUTES

2. 14-622 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 February 3, 2015 and February 17, 2015.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted the Joint Regular City Council/Woodland Finance Authority meetings of February 3, 2015 and February 17, 2015.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

I. CONSENT CALENDAR

Item No. 7 was pulled from the Consent Calendar and Item No. 5 was pulled for discussion.

3. 14-596 SUBJECT: Adoption of Resolution requesting the County of Yolo Quitclaim and Transfer a Portion of County Road 102 to the City of Woodland

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, a resolution of the City Council of the City of Woodland Requesting the County of Yolo Quitclaim and Transfer a Portion of County Road 102 to the City of Woodland.

Adopted Resolution No. 6393, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING THE COUNTY OF YOLO QUITCLAIM AND TRANSFER A PORTION OF COUNTY ROAD 102 TO THE CITY OF WOODLAND.

4. 14-624 SUBJECT: Adopt the new Signs and Markings Technician job series and the revisions and additions to the Library Technical Assistant job series

Recommendation for Action: Staff recommends that the City adopt the new Signs and Markings Technician job series and the revisions and additions to the Library Technical Assistant job series.

Adopted the new Signs and Markings Technician job series and the revisions and additions to the Library Technical Assistant job series.

6. 14-620 SUBJECT: Renew MOU Agreement between City of Woodland and Yolo Resource Conservation District for Storz Pond Maintenance

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____,approving the renewal of the original MOU agreement to extend the term for 3 years and for the amount not to exceed $26,429.40, for the Storz Pond Maintenance Project, CIP 09-31.

Adopted Resolution No. 6395, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING RENEWAL OF AN MOU AGREEMENT WITH YOLO COUNTY RESOURCE CONSERVATION DISTRICT FOR MAINTENANCE SERVICES AT STORZ POND.

7. 14-613 SUBJECT: Second Reading of Ordinance No. 1573 approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. 1573, approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area (Attachment 1).

This item was pulled from the Consent Calendar. Not for consideration this evening.

8. 14-621 SUBJECT: Second Reading of Ordinances related to Council District

Elections, Selection of Mayor and Vice Mayor, and Changing the Date of the Municipal Election from June to November

Recommendation for Action: Staff recommends that the Council approve the following ordinances:
1) Ordinance No. 1574 adding Section 27-2-7 to Article II Section 27 of the Woodland Municipal Code related to the timing and sequence of district elections;
2) Ordinance No. 1575 amending Sections 2-2-1 and 2-2-3 of the Woodland Municipal Code relating to the selection of Mayor and Mayor Pro Tempore; and
3) Ordinance No. 1576 repealing Ordinance No. 1299 and consolidating the City of Woodland municipal election with the statewide general election.

Adopted Ordinance No. 1574, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING SECTION 27-2-7 TO ARTICLE II OF CHAPTER 27 OF THE WOODLAND MUNICIPAL CODE RELATING TO TIMING AND SEQUENCE OF DISTRICT ELECTIONS; Ordinance No. 1575, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 2-2-1 AND 2-2-3 OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE and Ordinance No. 1576, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND REPEALING ORDINANCE NO. 1299 AND CONSOLIDATING THE CITY OF WOODLAND GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION.

9. 14-611 SUBJECT: Authorize City Manager to Execute the First Amendment to Woodland Visitor Attraction District Administration Agreement

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute the attached First Amendment to the Woodland Visitor Attraction District Administrative Agreement to include the scope of services for the Marketing and Promotions Coordinator.

Adopted Resolution No. 6398, RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO WOODLAND VISITOR ATTRACTION DISTRICT ADMINISTRATIVE AGREEMENT.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members approved Consent Calendar items no. 3, 4, 6, 8 and 9 on the Consent agenda.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

5. 14-614 SUBJECT: First Amendment to the Ground Lease with Love Ride Inc. - Velocity Island Park

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ______, authorizing the City Manager to execute the First Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.

Item No. 5 was pulled from the consent calendar for further discussion. Douglas Someya Reed spoke on this item.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members approved Resolution No. 6394, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT WITH LOVE RIDE INC.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

SUCCESSOR AGENCY CONSENT CALENDAR

10. 14-617 SUBJECT: Consideration of approval of Recognized Obligation Payment Schedule for the period of July 2015 through December 2015, pursuant to Health and Safety Code Section 34177

Recommendation for Action: Staff recommends that the Successor Agency adopt a resolution approving and adopting the Recognized Obligation Payment Schedule (“ROPS”) covering the period of July 1, 2015 through December 31, 2015.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 15-04-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 Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

J. REPORTS OF THE CITY MANAGER

11. 14-619 SUBJECT: Yolo Broadband Strategic Plan

Recommendation for Action: Staff recommends that the City Council:

1. Receive a presentation on the Yolo Broadband Strategic Plan; and
2. Direct staff to continue to pursue implementation of priority actions outlined in the Strategic Plan to improve the reliability and affordability of broadband service in the community.

Council Members received a presentation on the Yolo Broadband Strategic Plan from Christine Crawford, LAFCo Executive Officer and John Honker, Magellan Advisors.

Direction was given to staff to continue to pursue implementation of priority actions outlined in the Strategic Plan to improve reliability and affordability of broadband service in the community.

12. 14-594

SUBJECT: Authorize Proposal to the Department of Water Resources to obtain design funding for the Lower Cache Creek Flood Study, CIP# 09-15

Recommendation for Action: Staff recommends that the City approve Resolution No. _____, authorizing a proposal to the California Department of Water Resources (DWR) under the Urban Flood Risk Reduction (UFRR) Program to obtain design funding for the Lower Cache Creek Feasibility Study, CIP 09-15.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6396, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A PROPOSAL TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO OBTAIN FUNDING FOR THE LOWER CACHE CREEK CONCEPT DESIGN PROPOSAL.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

13. 14-600

SUBJECT: National Mayor’s Challenge for Water Conservation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ supporting participation in the National Mayor’s Challenge for Water Conservation.

On a motion by Council Member Denny, seconded by Mayor Stallard and carried unanimously, Council Members adopted Resolution No. 6397, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN SUPPORT OF THE NATIONAL MAYOR'S CHALLENGE FOR WATER CONSERVATION.

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

14. 14-601

SUBJECT: Review of Fiscal Year 2015-16 Community Development Block Grant Funding and Preliminary Comments on CDBG Funding Priorities

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

1. Receive a briefing from staff on the FY 2015-16 Community Development Block Grant (CDBG) funding.

2. Provide staff with preliminary comments on CDBG funding priorities

for FY 2015-16.

Council Members received a briefing from Dan Sokolow, Senior Planner, on the Fiscal Year 2015-2016 Community Development Block Grant (CDBG) funding. Council Members provided staff with preliminary comments on CDBG funding priorities for Fiscal Year 2015-2016.

K. ADJOURNED AT 7:51PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, March 17, 2015

6:00 PM

Council Chambers

City Council

SPECIAL MEETING/STUDY SESSION
MARCH 17, 2015
4:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. 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

D. COMMUNICATIONS - PUBLIC COMMENT

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

F. REPORTS OF THE CITY MANAGER

1. 14-645 SUBJECT: Spring Budget Workshop

Introduction: The City Council has scheduled a Study Session on March 17th for the purpose of conducting a workshop to inform development of the City’s upcoming FY2015/16 and FY2016/17 Budget.

Council Members scheduled this Study Session to conduct a workshop to inform development of the City's upcoming Fiscal Year 2015/2016 and Fiscal Year 2016/2017 Budget.

G. ADJOURN

Study Session adjourned at 5:19PM.

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. ROLL CALL

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

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
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

Pledge of Allegiance led by Steve Machado.

D. COMMUNICATIONS-PUBLIC COMMENT

Douglas Someya Reed

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

Mayor Stallard included in his updates that at the March 3, 2015 Council meeting, he inadvertently voted "yes" on an item that was on the Consent Calendar related to one-year Mayoral terms. Mayor Stallard doesn't feel that any item should ever be placed on the Consent Calendar if it receives a "no" vote. He would like to be on record that he feels the one-year term downgrades the role of the Mayor.

City Attorney Kara Ueda did indicate that there was no reportable action related to the Closed Session item.

14-649 SUBJECT: Long Range Calendar

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

F. PRESENTATION

Update on City Technology Initiatives

Scott Sawin, IT Manager, provided Council Members with an update on City Technology Initiatives.

G. CONSENT CALENDAR

Council Members received a speaker card from Brian Coward related to Consent Calendar Item No. 4. Mr. Coward spoke prior to Council making a motion related to the Consent Calendar.

1. 14-628

SUBJECT: Public Works Quarterly Status Report for the period of December 2014 through February 2015

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

Council Members accepted the Public Works Department's Quarterly Status Report.

2. 14-625

SUBJECT: Approval to Purchase Replacement Dump Truck for the Water Distribution Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing an appropriations increase to the Vehicle Replacement budget in the amount of $48,602.42 for the purchase of a Ford F550 dump truck. This action will increase the Vehicle Replacement Fund total budget to $2,055,058.50 in FY14/15. Staff also recommends that the City Council authorize staff to award the purchase of the dump truck to American Truck & Trailer, a local dealership, through the National Auto Fleet Group contract #102811-NAFG in the amount of $101,894.32.

Adopted Resolution No. 6399, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE OF A REPLACEMENT FORD F550 DUMP TRUCK FROM AMERICAN TRUCK & TRAILER.

3. 14-627

SUBJECT: Award Construction Contract for Kentucky Avenue Sewer Rehabilitation Project, CIP #15-13; and Approve reallocation of $50,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ to, (1) award a construction contract in the amount of $498,560 to McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project, (2) approve a contract contingency of up to a 10% ($49,856), and (3) approve the reallocation of $50,000 of additional Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13 to provide for the revised total project budget.

Adopted Resolution No. 6400, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH MCGUIRE AND HESTER IN THE AMOUNT OF $498,560 AND AUTHORIZING A TEN PERCENT (10%) CONSTRUCTION CONTINGENCY IN THE AMOUNT OF $49,856 FOR CIP 15-13, KENTUCKY AVENUE SEWER REHABILITATION PROJECT; REALLOCATING $50,000 OF SEWER ENTERPRISE FUNDS FROM ANNUAL SEWER REPAIR AND REPLACEMENT, CIP 08-21 TO KENTUCKY AVENUE SEWER REHABILITATION, CIP 15-13.

4. **14-630** SUBJECT: Introduce and waive first reading of Ordinance No. _____ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of Ordinance No. _____ (Attachment 1), approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area.

Introduced and waived first reading of Ordinance No. _____, approving an amendment to the Amended and Restated Development Agreement between the City of Woodland Cal West Investors, LLC and Optimistic Partners, LLC.

5. **14-637** SUBJECT: Adopt the new Construction Project Manager/Senior Construction Project Manager job series and related salary schedule

Recommendation for Action: Staff recommends that the City Council adopt the new Construction Project Manager/Senior Construction Project Manager job series and related salary schedule.

Adopted the new Construction Project Manager/Senior Construction Project Manager job series and related salary schedule.

6. **14-641** SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for May 5, 2015; and (2) adopt Resolution No. _____ declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for May 5, 2015.

Adopted Resolution No. 6401, A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT 2004-1 (SPRING LAKE) AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES and Resolution No. 6402, A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO THE SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN MAINTENANCE SERVICES.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 1 through 6.

Ayes: 4 - Council Member Barajas, Council Member Denny, Council Member

Hilliard, Mayor Pro Tem Marble and Mayor Stallard

H. REPORTS OF THE CITY MANAGER

Mayor Stallard mentioned that they would be taking up Item No. 9 after Item No. 7 and before Item No. 8

7. 14-640 SUBJECT: Appointment and Re-Appointment of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider the new appointment and re-appointment of members to the Board of Building Appeals, Commission on Aging, Historical Preservation Commission, Parks & Recreation Commission, Planning Commission and Traffic Safety Commission as recommended by Council Member Denny and Council Member Barajas.

On a motion by Council Member Hilliard, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members accepted the the new appointment and re-appointment of members to the Board of Building Appeals, Commission on Aging, Historical Preservation Commission, Parks & Recreation Commission, Planning Commission and Traffic Safety Commission as recommended by Council Member Denny and Council Member Barajas.

Mayor Stallard does feel the process is inadequate and not transparent and hopes that in the future there is better way of dealing with Planning Commission replacements that involves all of the Council.

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

9. 14-615 SUBJECT: Award Construction Contract for the Downtown Streetscape Project (Main Street - Third to Sixth Streets), CIP 08-58

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of $847,586 including the base bid and additive alternate 4 to Martin General Engineering, Inc. for the Downtown Streetscape Project (Third to Sixth), CIP 08-58 and authorize a 20% contingency, not to exceed $169,517; and (2) appropriate $324,503 in additional Measure E funding to the project.

Mayor Stallard excused himself from this item and left the Council Chambers. Mayor Pro Tem Marble chaired this item.

Public Comments from Steve Machado and Don Sharp.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6404, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH MARTIN GENERAL ENGINEERING INC. FOR THE DOWNTOWN STREETSCAPE PROJECT (THIRD TO SIXTH) CIP 08-58 AND INCREASING THE PROJECT BUDGET BY $324,503 and appropriate

$324,503 in additional Measure E funding to the project. In addition, accept the Sub-committee recommendations and in addition to alternate 4, add alternate 1 and 2 out of Measure E funds. Resolution was revised to reflect changes.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Pro Tem Marble

Excused: 1 - Mayor Stallard

8. 14-610 SUBJECT: Award Construction Contract for Main Street Streetscape Improvement Project (Elm to Cleveland), CIP 15-16

Recommendation for Action: Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____ to award the construction contract in the amount of $1,159,516 for the base bid and additive alternates 1-7 to B & M Builders, Inc. for the Main Street Streetscape Improvement Project, CIP 15-16 and authorize a 20% contingency, in an amount not to exceed $231,903 and (3) appropriate $298,419 of Measure E funding to the project.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6403, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH B & M BUILDERS, INC. FOR THE MAIN STREET STREETSCAPE PROJECT (ELM TO CLEVELAND) CIP 15-16 AND INCREASING THE PROJECT BUDGET BY $298,419.

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

10. 14-574 SUBJECT: Approve the Updated Measure E Spending Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving the updated Measure E (MSE) Spending Plan which alters the allocation of these resources among the various projects as described.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6405, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE E SPENDING PLAN which includes Version 2 of the Measure E spending plan presented to Council at the meeting.

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

11. 14-647 SUBJECT: Review of Federal Legislative Priorities

Recommendation for Action: Staff recommends that the City Council formally adopt its 2015 Federal Legislative Priorities in order to guide ongoing advocacy efforts in support of city and community interests.

Council Members received and accepted the 2015 Federal Legislative Priorities in order to guide ongoing advocacy efforts in support of city and community interests.

I. ADJOURNED AT 8:22PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

Legislation Text

6.

File #: 14-631, Version: 2

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Renewal of Microsoft Software Licensing Agreement

Recommendation for Action: Staff recommends that the City Council:

1. Receive the Annual Maintenance for Microsoft Enterprise Agreement; and

2. Approve Resolution No. _____, authorizing the City Manager to execute a 3-year Microsoft Enterprise Agreement with CompuCom Systems, Inc, using the Terms and conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement 01E73134.

Staff Contact

Scott Sawin, IT Manager - (530) 661-7979, scott.sawin@cityofwoodland.org

Fiscal Impact

The recommendation would authorize the City Manager to execute a licensing agreement with CompuCom for a 3-year term, in an amount not to exceed $180,000 ($60,000 per year). Funding for this is provided in the budget through existing appropriations within the Information Technology budget..

Background

This is a support services contract for Microsoft Product Licensing and Maintenance as described in the original Riverside County Microsoft Enterprise Agreement (MEA), executed on November 28, 2011. The City of Woodland has used the Riverside MEA since 2005. Riverside's sheer volume of licenses of Microsoft products used has allowed them to obtain deep discounts on these products. This discount is allowed to be passed on to other agencies within the state.

Microsoft's Enterprise Agreement is a volume-licensing program designed for larger companies having 250 or more PC's and plan to strategically leverage the latest Microsoft technologies. The City has been using Microsoft products for as long as computers have been around. The vast majority of City servers, workstations and laptops are running various Microsoft products. For the past 10+ years The City has relied heavily on Microsoft software to run everything from desktop software and office productivity suite, to transmitting emails and running critical databases.

Conclusion

Staff recommends the City Council direct staff to:

3. Receive the Annual Maintenance for Microsoft Enterprise Agreement; and

4. Approve Resolution No. _____ authorizing the City Manager to execute a 3-year Microsoft Enterprise Agreement with CompuCom Systems, Inc, using the Terms and conditions set forth by the County of Riverside, California, Microsoft Enterprise Agreement 01E73134.

Prepared by: Scott Sawin, IT Manager

Paul Navazio, City Manager

Attachment: Microsoft Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH COMPUCOM FOR SOFTWARE LICENSING

WHEREAS, the City of Woodland wishes to enter into an three year agreement with CompuCom for Microsoft Enterprise Agreement; and

WHEREAS, this agreement will be valid until June 30, 2018; 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 authorizes the City Manager to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

Legislation Text

7.

File #: 14-648, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Authorize City Manager to Execute Applications with the Railroad for Kentucky Widening Improvements, CIP 04-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute two applications with Genesee & Wyoming, also known as California Northern Railroad, for rail crossing improvements associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07; and authorizing the City Manager to submit both applications and application/design fees in the amount of $109,661.40; and authorizing a 10% contingency, not to exceed $10,967.

Staff Contact

Diana Ayón, Associate Civil Engineer, 530-661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes $15.3 million in funding for the Kentucky Avenue project consisting of $13 million SACOG grant, $1.7 million Measure E, $300,000 Water Enterprise and $300,000 Sewer Enterprise funding. Measure E funding is anticipated to fund right-of-way expenses.

Measure E funding will be used to pay the railroad design and application fees, since this work is considered a right-of-way expense. Grant funding will be used for the construction of the rail crossing improvements which are currently estimated at $500,000 each for a total of $1 million of improvements.

Background

The Kentucky Avenue project will reconstruct the pavement and widen Kentucky Avenue to 4-lanes from East to College streets. The project will also reconstruct the roadway and make operational improvements from College to West streets. The project will transform this section of Kentucky Avenue into a complete street providing improved facilities for all modes of travel.

The project's design contract was authorized by the City Council on February 5, 2013 to PSOMAS including, among other tasks, coordinating with the railroad.

Council approved the Mitigated Negative Declaration on October 21, 2014 and Caltrans approved the NEPA on January 21, 2015.

The final design phase, including railroad coordination and improvement design, for the project is underway and is scheduled to be finalized by Fall of 2015. The project requires the expansion of the right-of-way, impacting several parcels on Kentucky Avenue. Right-of-way appraisals for impacted parcels are ongoing in preparation for issuance of written offers to purchase land.

Discussion

As part of the right-of-way phase, coordination with the railroad has begun. The project improvements impact two railroad crossings along Kentucky Avenue, between East Street and Palm Avenue. The railroad tracks are owned by Union Pacific Railroad (UPRR) and operated by Genesee & Wyoming. Prior to meeting with Genesee & Wyoming to further discuss the project, the City is required to submit applications and pay application/design fees to Genesee & Wyoming.

As part of the design process, Genesee & Wyoming will prepare construction improvement agreements between the City, UPRR, and Genesee & Wyoming. These agreements will include final estimated costs of the improvements which are currently estimated at $500k per crossing. These agreements will be presented to Council at a future date for execution.

Staff is requesting a 10% contingency for the application/design fees since these fees are only an estimate provided by the railroad. There could be changes during design that affect the railroad's cost estimate.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute two applications with Genesee & Wyoming, also known as California Northern Railroad, for rail crossing improvements associated with the Kentucky Avenue Widening and Complete Streets Improvements Project, CIP 04-07; and authorizing the City Manager to submit both applications and application/design fees in the amount of $109,661.40; and authorizing a 10% contingency, not to exceed $10,967.

Prepared by: Diana Ayón, Associate Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution
Attachment B - Railroad Application RX1
Attachment C - Railroad Application RX2

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SUBMITTAL OF TWO APPLICATIONS WITH GENESEE & WYOMING FOR RAILROAD CROSSINGS IMPACTED BY THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS PROJECT, CIP 04-07

WHEREAS, the City of Woodland wishes to submit applications and application/design fees to Genesee & Wyoming, also known as California Northern Railroad, for improvements of two rail crossings associated with the proposed Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 (the "Project"); and

WHEREAS, the City of Woodland has funding in the Capital Budget for the Project to improve the Kentucky Avenue corridor between East and West streets including railroad improvements; and

WHEREAS, the City Council authorized the City Manager on February 5, 2013 to execute a Consultant Agreement with PSOMAS that includes, among other tasks, coordination with the railroad; and

WHEREAS, the applications and application/design fees must be submitted to Genesee and Wyoming prior to proceeding with any further railroad coordination or design of improvements; and

WHEREAS, the City is submitting application/design fees to Genesee and Wyoming in the amount of $109,661.40, and is also authorizing a maximum 10% contingency in the amount of $10,967; and

WHEREAS, upon completion of design for the two rail crossings, agreements for construction of the improvements will be prepared and presented to the City Council for approval at a future meeting; and

WHEREAS, the railroad construction improvement agreements will include the final estimated cost of improvements which are currently estimated at approximately $500,000 for each railroad crossing impacted by the project; and

WHEREAS, the City Council wishes to approve both railroad applications and authorize their execution and associated payments 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 both railroad applications. The City Manager is hereby authorized and directed to execute the applications and submit both applications with payments to Genesee and Wyoming for a total amount of $109,661.40; along with a maximum contingency of 10% in the amount of $10,967, subject to City Attorney approval. The City

Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized for the applications does not change.

Section 2. The City Council also authorizes the City Manager to pay additional fees to Genesee and Wyoming, as necessary, up to a maximum 10% contingency in the amount of $10,967.

Section 3. An executed copy of the applications will be 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 ___________ 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPLICATION FOR HIGHWAY CROSSING OR CONSTRUCTION PROJECTS OVER/UNDER OR ADJACENT TO PROPERTIES AND TRACKS

TYPE OF PROJECT (Check all that apply):

X At-Grade Highway-Rail Crossing
___ Under-Grade Highway Crossing
___ Over-Grade Highway Crossing
___ Track Relocation/Realignment Request
X Drainage Facility within/adjacent to Railroad Property
X Other (provide detailed explanation):
Overhead utility relocation & new domestic water pipe in casing

Please fill in all applicable fields that apply to your project application.

1. Date of Application: **04/07/2015**
2. Applicant
   - Company Name: **City of Woodland**
   - Address: **300 First Street**
   - City: **Woodland** State: **CA** Zip: **95695**
   - Contact: **Diana Ayon** Phone: **(530) 661-5967**
   - E-Mail: **Diana.Ayon@cityofwoodland.org** Fax: **(530) 661-5844**
3. Highway Agency
   - Agency Name: **City of Woodland**
   - Address: **Same**
   - City **Same** State: **Same** Zip: **Same**
   - Contact: **Same** Phone: **Same**
   - E-Mail: **Same** Fax: **Same**

Crossing Identification

4. Nearest Municipality (City, ST): **Woodland**
5. Crossing in the County of: **Yolo**
6. Crossing Name: **n/a** (Route/ Highway Number) **Kentucky Avenue** (Road/Street Name)
7. Railroad Milepost Location: **86.10**
8. Crossing AAR/DOT Inventory Number: **750928B**
9. Railroad Region: **Pacific**
10. Railroad Subdivision: **West Valley**
11. Project Numbers
    - Railroad:
    - Roadway: **CIP 04-07**
    - Consultant **6woo010200**
12. Public or Private Public
13. Type of Funding to be Utilized for the Proposed Changes:
    Federal 130 Funds   State Funds
    X Municipal Funds   Private Funds   **X** Other – Explain:
    Federal Surface Transportation Program (STP)

14. New or Reconstruction: **Reconstruction**
15. If Reconstruction, date of existing agreement: **Not found**
16. Next Crossing to the North/West: **750932R – CoRd 99** Distance: **1.2 miles**
17. Next Crossing to the South/East: **750927U - Beamer** Distance: **0.6 miles**
18. Closest Turnout to the North/West: **N of 750946Y at CR 13 PM 95.3** Distance: **9.2 miles**
19. Closest Turnout to the South/East **PM 85.8 ± mainline switch** Distance: **0.3 miles**
20. Number of Tracks to cross: **1**
21. Angle of intersection with tracks: **51°**
22. Track is curved or tangent: **tangent**
23. Roadway is curved or tangent: **tangent**
24. Track is cut in or fill: **fill** If so, height or depth: **2 ft**

Utility Information

25. Overhead Crossings:
    a) Clearance above top of rail: **n/a**
    b) Length of span: **n/a**
    c) Number of columns to be located on Railroad Property: **none**
    d) Distance face of closest column to nearest rail of closest track: **n/a**
26. Underground Crossing:
    a) Track Carried By: **n/a**
    b) Design Standards Followed: **n/a**
27. Utility installation required by this project:
    12” domestic water pipe & 2” signal interconnect in 24” casing;
28. Utility relocation required by project:
    Overhead electric & telecommunications relocation
29. Lane shifts account maintenance of traffic:
    1 interim traffic shift to new portion of grade crossing

30. Plans for the proposed installation shall be submitted to and meet the approval of the Railroad. Design and materials are to be in strict accordance with all requirements of the Railroad, as well as all Federal, State, and Municipal requirements applicable for the installation of Highway/Railway Crossings. The original and two (2) copies of this form shall be submitted, accompanied by two (2) prints of associated drawing(s) prepared in accordance with Railroad Highway/Railway Crossing standards.

31. If application is approved, Applicant understands the agreement for this crossing will make Applicant responsible for all costs incurred by the Railroad incidental to the installation and maintenance of the crossing and further agrees to assume all liability for accidents or injuries, which arise as a result of this installation.

32. For Insurance requirements see attached appendix C.

33. Application processing fee of $1000.00 is enclosed with this application:
________← (initial here if attached)

34. Authorized official making application:

Signature:

Name:	**Paul Navazio**		
Title:	**City Manager**		
Phone:	**(530) 661-5800**	Fax:	**(530) 661-5813**

Questions concerning the application process may be directed to:

Marc Bader
Vice President Maintenance
(503) 480-7789
marc.bader@gwrr.com

APPENDIX C
Insurance Requirements

CONTRACTOR shall, at its expense, procure, prior to commencement of the WORK, and shall maintain in full force and effect until the WORK has been completed and accepted, and shall require all subcontractors likewise to procure and maintain, unless they be covered by CONTRACTOR's insurance, the following kinds and minimum amounts:

1. Workmen's Compensation Insurance with minimum limits of not less than $1,000,000 Bodily Injury by Accident, Each Accident; $1,000,000 Bodily Injury by Disease, Policy Limit; $1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of RAILROAD.

2. CONTRACTOR's Public Liability, Property Damage Liability Insurance including Products & Completed Operations coverage with a minimum single combined limit of not less than $2,000,000 per occurrence and $6,000,000 aggregate. Coverage shall include Railroad Contractual Liability endorsement ISO GL 24 17 or its equivalent, have a cross-liability clause, name RAILROAD as an additional insured with endorsement ISO GL 20 10, and include a waiver of subrogation in favor of RAILROAD.

3. The CONTRACTOR shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

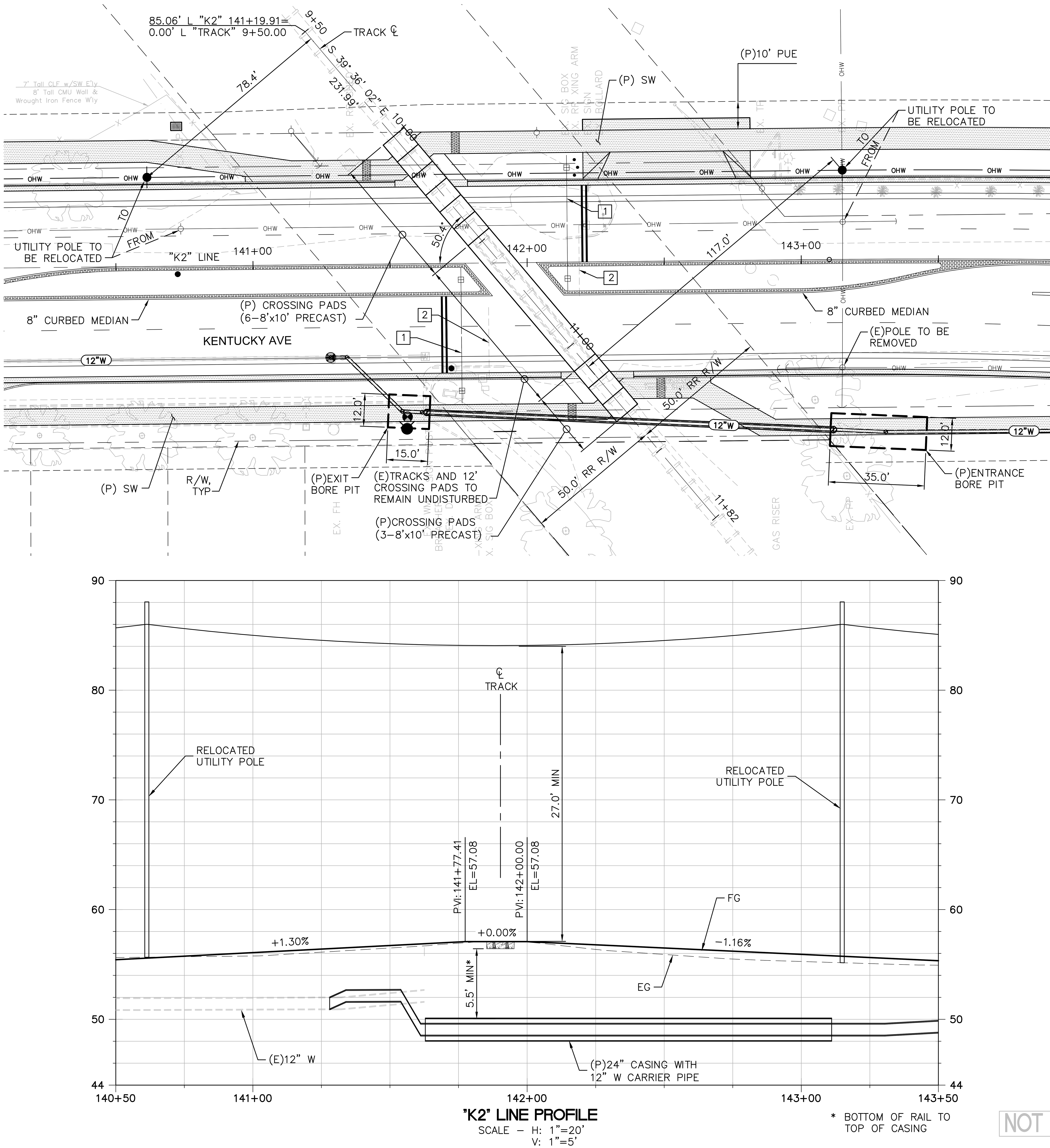
4. CONTRACTOR shall acquire Railroad Protective Public Liability and Property Damage Liability Insurance with limits of $2,000,000 per occurrence, $6,000,000 annual aggregate, with RA and each of the RAILROADS as the named insured under (1) RPL for the entire contract. At RAILROAD's option and with the appropriate price reduction, RAILROAD may obtain such coverage for some projects where it is more economical for both CONTRACTOR and RAILROAD.

5. If required, the CONTRACTOR shall maintain Pollution Legal Liability Insurance with minimum limits of $5,000,000 per occurrence covering all operations of the CONTRACTOR. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Named Insured.

(b) Insurance shall be primary and without right of contribution from other insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A- VI" or better. Insurance shall not be materially modifiable or cancelable without thirty, (30) days prior written notice to RAILROAD. CONTRACTOR shall furnish RAILROAD with certificates of insurance showing compliance with these insurance provisions ten (10) days prior to the commencement of the WORK which must be signed by an authorized member of the insurance firm and which must show the name of the agreement to which the certificate is applicable.

(c) If any policies providing the required coverages are written on a claims-made basis, the following is applicable:

- The retroactive date shall be prior to the commencement of the work
- CONTRACTOR shall maintain such policies on a continuous basis
- If there is a change in insurance companies or policies are canceled or not renewed, CONTRACTOR shall purchase an extended reporting period of not less than three (3) years after the contract completion date.



"K2" LINE PROFILE
SCALE – H: 1"=20'
V: 1"=5'

* BOTTOM OF RAIL TO TOP OF CASING

CONSTRUCTION NOTES:

1. (P) STD8 FLASHING SIGNALS & CROSSING ARM BY CFNR
2. (E) FLASHING SIGNALS & CROSSING ARM TO BE REMOVED BY CFNR

NOT FOR CONSTRUCTION

50% SUBMITTAL

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600

FEDERAL AID PROJECT NO. – STPL 5046 (038)
CITY CIP PROJECT NO. 04-07

KENTUCKY AVENUE WIDENING AND COMPLETE STREETS PROJECT

RAILROAD CROSSING NO. 1
PLAN AND PROFILE

BENCH MARK:
ELEVATION: DATUM:
DESCRIPTION:
SEE TITLE SHEET

City of Woodland
APPROVED BY:
DATE:

PROJECT ENGINEER'S SIGNATURE
REGISTERED PROFESSIONAL ENGINEER ASA J. UTTERBACK No. 57700 License Expires 12/31/13 CIVIL STATE OF CALIFORNIA
BY:
ASA J. UTTERBACK
PROJECT MANAGER

SCALE:
HORIZ. 1"=20' VERT. AS SHOWN
DATE: FEBRUARY 2014
GRAPHIC SCALE 1" = 20'

DESIGNED BY: C. KING
DRAWN BY: J. KASHIWADA
REVIEWED BY: A. UTTERBACK
FILE: ZZ_KAW_RX01-RX02.DWG

REVISIONS

NO.	DESCRIPTION	BY / APPR.	DATE / DATE

RX-1
SHEET # OF 36

a Genesee & Wyoming Company

Estimate No.: 750928B - 03/26/14

CALIFORNIA NORTHERN RAILROAD (CFNR)

WOODLAND, (YOLO), CALIFORNIA - KENTUCKY AVENUE RX1

DOT# : 750928B	**(PACIFIC) Region**	**RAILROAD # : RP#**
RR MP.: AE86.10	**WEST VALLEY Subdivision**	**XORAIL# : VEM14-35363**

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	**$263,246.44**
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	**$121,992.00**
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	**$0.00**
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$14,449.50** (Prepaid)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$6,468.00** (Prepaid)
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$15,101.00**
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	**$9,418.20** (Prepaid)
CIVIL / STRUCTURAL ENGINEERING (Phase 1) (Includes Costs For Services Provided by TY Lin)	**$23,495.00** (Prepaid)
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 4 days @ $1500 per day)	**$6,000.00**
UTILITY CROSSING (1 new utiltiy crossings @ $4000 per crossing, includes application, engineering review, and right of entry)	**$4,000.00**
RIGHT OF ENTRY FEE (Right of Entry Fee of $1,500 is valid for 60 days, after 60 days, additional fees of $750 per 30 days are required.)	**$1,500.00**
FLAGGING SERVICES (Estimated Flagging Services cost based on 10 days @ $1050 per day)	**$10,500.00**
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	**$5,000.00**
OTHER (Description Required)	**$0.00**
TOTAL ESTIMATE COST	$481,170.14 (USD)

DATE: 03/26/14

RESPONSIBLE PARTY:

Name: **ASA UTTERBACK**

Number: **TBD**

Contact: **916-788-4836**

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

APPLICATION FOR HIGHWAY CROSSING OR CONSTRUCTION PROJECTS OVER/UNDER OR ADJACENT TO PROPERTIES AND TRACKS

TYPE OF PROJECT (Check all that apply):

- X At-Grade Highway-Rail Crossing
- ___ Under-Grade Highway Crossing
- ___ Over-Grade Highway Crossing
- ___ Track Relocation/Realignment Request
- ___ Drainage Facility within/adjacent to Railroad Property
- X Other (provide detailed explanation): Overhead utility relocation & new domestic water pipe in casing

Please fill in all applicable fields that apply to your project application.

1. Date of Application: **04/07/2015**
2. Applicant
   - Company Name: **City of Woodland**
   - Address: **300 First Street**
   - City: **Woodland** State: **CA** Zip: **95695**
   - Contact: **Diana Ayon** Phone: **(530) 661-5967**
   - E-Mail: **Diana.Ayon@cityofwoodland.org** Fax: **(530) 661-5844**
3. Highway Agency
   - Agency Name: **City of Woodland**
   - Address: **Same**
   - City **Same** State: **Same** Zip: **Same**
   - Contact: **Same** Phone: **Same**
   - E-Mail: **Same** Fax: **Same**

Crossing Identification

4. Nearest Municipality (City, ST): **Woodland**
5. Crossing in the County of: **Yolo**
6. Crossing Name: **n/a** (Route/ Highway Number) **Kentucky Avenue** (Road/Street Name)
7. Railroad Milepost Location: **86.0**
8. Crossing AAR/DOT Inventory Number: **750311V**
9. Railroad Region: **Pacific**
10. Railroad Subdivision: **West Valley**
11. Project Numbers
    - Railroad:
    - Roadway: **CIP 04-07**
    - Consultant **6woo010200**
12. Public or Private Public
13. Type of Funding to be Utilized for the Proposed Changes:
    - Federal 130 Funds
    - State Funds
    - **X** Municipal Funds
    - Private Funds
    - **X** Other – Explain: **Federal Surface Transportation Program (STP)**

14. New or Reconstruction:	**Reconstruction**		
15. If Reconstruction, date of existing agreement:	**Not found**		
16. Next Crossing to the North/West:	**750317L – SR 113**	Distance:	**0.7 miles**
17. Next Crossing to the South/East:	**750927U - Beamer**	Distance:	**0.6 miles**
18. Closest Turnout to the North/West:	**PM 86.2 ± - PIRMI spur**	Distance:	**0.2 miles**
19. Closest Turnout to the South/East	**PM 85.8 ± - mainline switch**	Distance:	**0.2 miles**
20. Number of Tracks to cross:	**1**		
21. Angle of intersection with tracks:	**90°**		
22. Track is curved or tangent:	**tangent**		
23. Roadway is curved or tangent:	**tangent**		
24. Track is cut in or fill:	**fill**	If so, height or depth:	**1 ft**

Utility Information

25. Overhead Crossings:
    a) Clearance above top of rail: **n/a**
    b) Length of span: **n/a**
    c) Number of columns to be located on Railroad Property: **none**
    d) Distance face of closest column to nearest rail of closest track: **n/a**
26. Underground Crossing:
    a) Track Carried By: **n/a**
    b) Design Standards Followed: **n/a**
27. Utility installation required by this project:
    12” domestic water pipe & 2-2” signal conduits in 24” casing;
28. Utility relocation required by project:
    Overhead electric & telecommunications relocation
29. Lane shifts account maintenance of traffic:
    1 interim traffic shift to new portion of grade crossing

30. Plans for the proposed installation shall be submitted to and meet the approval of the Railroad. Design and materials are to be in strict accordance with all requirements of the Railroad, as well as all Federal, State, and Municipal requirements applicable for the installation of Highway/Railway Crossings. The original and two (2) copies of this form shall be submitted, accompanied by two (2) prints of associated drawing(s) prepared in accordance with Railroad Highway/Railway Crossing standards.

31. If application is approved, Applicant understands the agreement for this crossing will make Applicant responsible for all costs incurred by the Railroad incidental to the installation and maintenance of the crossing and further agrees to assume all liability for accidents or injuries, which arise as a result of this installation.

32. For Insurance requirements see attached appendix C.

33. Application processing fee of $1000.00 is enclosed with this application:
________← (initial here if attached)

34. Authorized official making application:

Signature:

Name:	**Paul Navazio**		
Title:	**City Manager**		
Phone:	**(530) 661-5800**	Fax:	**(530) 661-5813**

Questions concerning the application process may be directed to:

Marc Bader
Vice President Maintenance
(503) 480-7789
marc.bader@gwrr.com

APPENDIX C
Insurance Requirements

CONTRACTOR shall, at its expense, procure, prior to commencement of the WORK, and shall maintain in full force and effect until the WORK has been completed and accepted, and shall require all subcontractors likewise to procure and maintain, unless they be covered by CONTRACTOR's insurance, the following kinds and minimum amounts:

1. Workmen's Compensation Insurance with minimum limits of not less than $1,000,000 Bodily Injury by Accident, Each Accident; $1,000,000 Bodily Injury by Disease, Policy Limit; $1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of RAILROAD.

2. CONTRACTOR's Public Liability, Property Damage Liability Insurance including Products & Completed Operations coverage with a minimum single combined limit of not less than $2,000,000 per occurrence and $6,000,000 aggregate. Coverage shall include Railroad Contractual Liability endorsement ISO GL 24 17 or its equivalent, have a cross-liability clause, name RAILROAD as an additional insured with endorsement ISO GL 20 10, and include a waiver of subrogation in favor of RAILROAD.

3. The CONTRACTOR shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

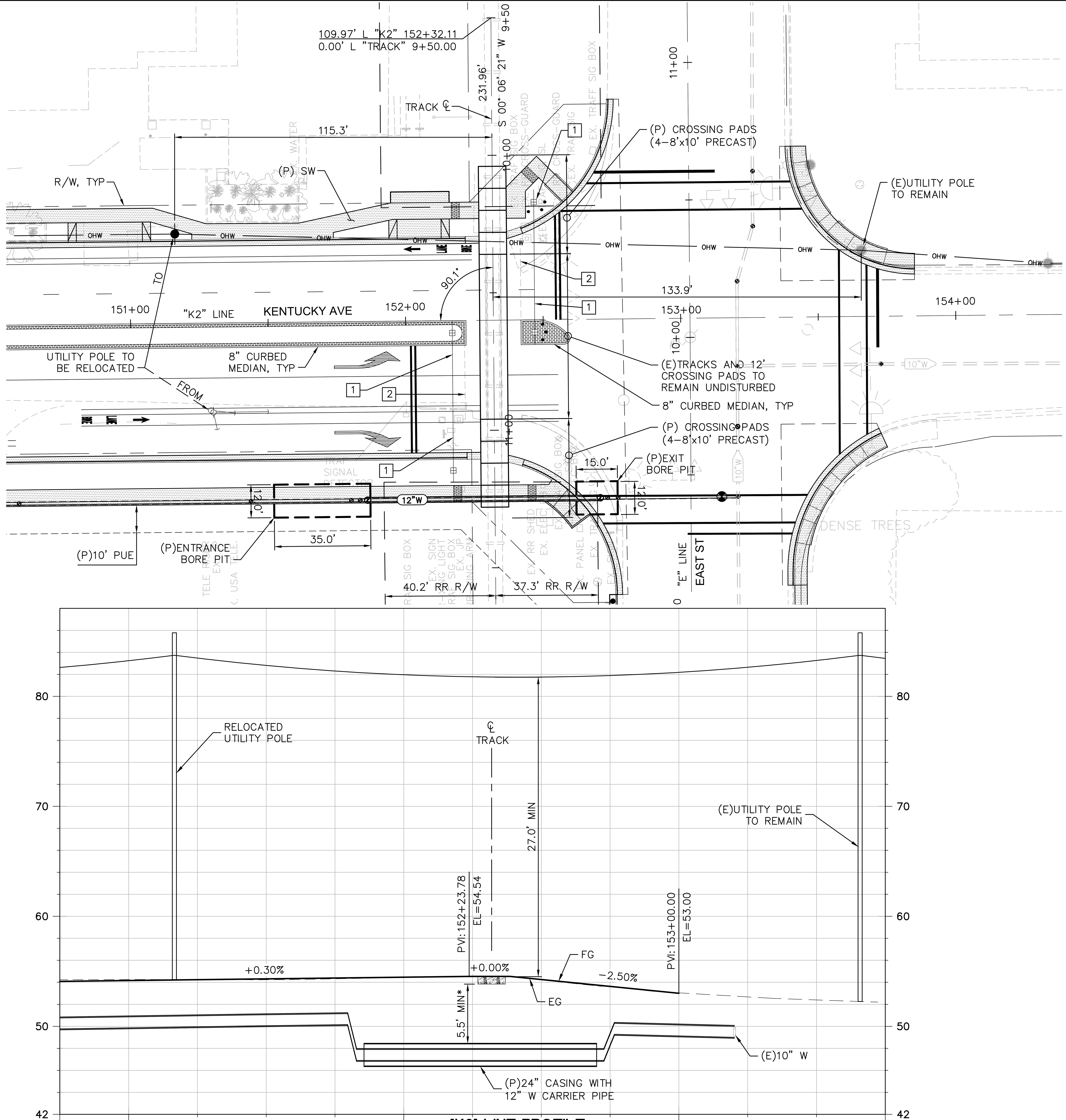
4. CONTRACTOR shall acquire Railroad Protective Public Liability and Property Damage Liability Insurance with limits of $2,000,000 per occurrence, $6,000,000 annual aggregate, with RA and each of the RAILROADS as the named insured under (1) RPL for the entire contract. At RAILROAD's option and with the appropriate price reduction, RAILROAD may obtain such coverage for some projects where it is more economical for both CONTRACTOR and RAILROAD.

5. If required, the CONTRACTOR shall maintain Pollution Legal Liability Insurance with minimum limits of $5,000,000 per occurrence covering all operations of the CONTRACTOR. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Named Insured.

(b) Insurance shall be primary and without right of contribution from other insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A- VI" or better. Insurance shall not be materially modifiable or cancelable without thirty, (30) days prior written notice to RAILROAD. CONTRACTOR shall furnish RAILROAD with certificates of insurance showing compliance with these insurance provisions ten (10) days prior to the commencement of the WORK which must be signed by an authorized member of the insurance firm and which must show the name of the agreement to which the certificate is applicable.

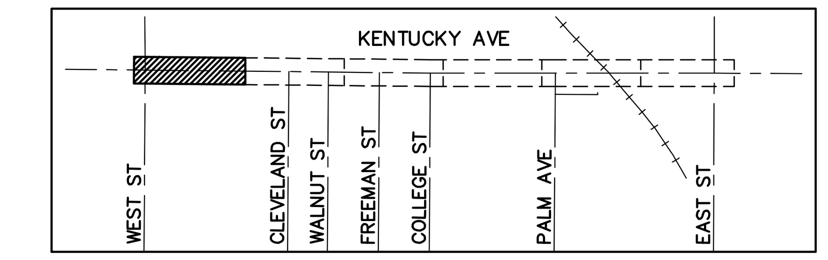
(c) If any policies providing the required coverages are written on a claims-made basis, the following is applicable:

- The retroactive date shall be prior to the commencement of the work
- CONTRACTOR shall maintain such policies on a continuous basis
- If there is a change in insurance companies or policies are canceled or not renewed, CONTRACTOR shall purchase an extended reporting period of not less than three (3) years after the contract completion date.



"K2" LINE PROFILE
SCALE – H: 1"=20'
V: 1"=5'

* BOTTOM OF RAIL TO TOP OF CASING



LOCATION KEY

CONSTRUCTION NOTES:

1. (P) STD8 FLASHING SIGNALS & CROSSING ARM BY CFNR
2. (E) FLASHING SIGNALS & CROSSING ARM TO BE REMOVED BY CFNR

NOT FOR CONSTRUCTION

50% SUBMITTAL

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600

FEDERAL AID PROJECT NO. - STPL 5046 (038)
CITY CIP PROJECT NO. 04-07

KENTUCKY AVENUE WIDENING AND COMPLETE STREETS PROJECT

RAILROAD CROSSING NO. 1 PLAN AND PROFILE

BENCH MARK:
ELEVATION: DATUM:
DESCRIPTION:
SEE TITLE SHEET

City of Woodland
APPROVED BY:
DATE:

PROJECT ENGINEER'S SIGNATURE

REGISTERED PROFESSIONAL ENGINEER
ASA J. UTTERBACK
No. 57700
License Expires 12/31/13
CIVIL
STATE OF CALIFORNIA

BY:
ASA J. UTTERBACK
PROJECT MANAGER

SCALE:
HORIZ. 1"=20' VERT. AS SHOWN
DATE: FEBRUARY 2014
GRAPHIC SCALE 1" = 20'

DESIGNED BY: C. KING
DRAWN BY: J. KASHIWADA
REVIEWED BY: A. UTTERBACK
FILE: ZZ_KAW_RX01-RX02.DWG

REVISIONS

NO.	DESCRIPTION	BY / APPR.	DATE / DATE

RX-2

SHEET # OF 36

a Genesee & Wyoming Company

Estimate No.: 750311V - 03/26/14

CALIFORNIA NORTHERN RAILROAD (CFNR)

WOODLAND, (YOLO), CALIFORNIA - KENTUCKY AVENUE RX2

DOT# : 750311V	**(PACIFIC) Region**	**RAILROAD # : RP#**
RR MP.: AF86.00	**WEST VALLEY Subdivision**	**XORAIL# : VEM14-35364**

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	**$291,770.81**
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	**$121,992.00**
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	**$0.00**
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$14,449.50** (Prepaid)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$6,468.00** (Prepaid)
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	**$15,101.00**
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	**$9,418.20** (Prepaid)
CIVIL / STRUCTURAL ENGINEERING (Phase 1) (Includes Costs For Services Provided by TY Lin)	**$23,495.00** (Prepaid)
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 4 days @ $1500 per day)	**$6,000.00**
UTILITY CROSSING (1 new utiltiy crossings @ $4000 per crossing, includes application, engineering review, and right of entry)	**$4,000.00**
RIGHT OF ENTRY FEE (Right of Entry Fee of $1,500 is valid for 60 days, after 60 days, additional fees of $750 per 30 days are required.)	**$1,500.00**
FLAGGING SERVICES (Estimated Flagging Services cost based on 10 days @ $1050 per day)	**$10,500.00**
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	**$5,000.00**
OTHER (Description Required)	**$0.00**
TOTAL ESTIMATE COST	$509,694.51 (USD)

DATE: 03/26/14

RESPONSIBLE PARTY:

Name: **ASA UTTERBACK**

Number: **TBD**

Contact: **916-788-4836**

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

Legislation Text

8.

File #: 14-660, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Second Reading of Ordinance No. _____ approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area **(Attachment A).**

Staff Contact

Erika Bumgardner, Senior Planner, (530) 661-5886; erika.bumgardner@cityofwoodland.org

Fiscal Impact

No fiscal impact. All application processing costs have been paid for by the applicant.

Background

At its March 17, 2015 meeting, the City Council introduced and waived the first reading of Ordinance No. _____, approving an amendment to the Amended and Restated Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC.

Conclusion Staff recommends that the City Council take action on the following:

Conduct the second reading of Ordinance No. _____, approving an amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC to use and develop the Cal West Project Area located within the Spring Lake Specific Plan Area **(Attachment A).**

Prepared by: Erika Bumgardner, Senior Planner

Reviewed by: Cindy Norris, Principal Planner
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:
A - Ordinance No. ______ Amending the Cal West Development Agreement
B - Exhibit 1 (to Att A) - Amended and Restated Development Agreement (2013)
C - Exhibit 2 (to Att A) - First Amendment Development Agreement

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC TO USE AND DEVELOP THE CAL WEST PROJECT AREA LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

WHEREAS, pursuant to Government Code Section 65864 *et seq*., the City of Woodland ("City") is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Cal West Investors, LLC and Optimistic Partners, LLC (collectively "Developer") together propose to develop certain real property located in the City of Woodland ("Property"), more particularly described in the Amendment to the Development Agreement, attached hereto as Exhibit "2" and incorporated herein by reference, for residential use ("Project"); and

WHEREAS, Developer's interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City's General Plan ("General Plan") and the Spring Lake Specific Plan ("SLSP"), as further described and conditioned in the amendment to the development agreement attached hereto as Exhibit "2" and incorporated herein by reference; and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Amendment to the Development Agreement is consistent with the City's General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements, except as provided in the Amendment to the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Amendment to the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and

WHEREAS, the Planning Commission held a public hearing on the amendment to the Development Agreement on December 18, 2014, and recommended that the City Council deny the requested amendments to the Project, including the amendment to the Development Agreement; and

WHEREAS, on February 3, 2015, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Amendment to the Development Agreement were heard and at which time the Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, on March 17, 2015, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq*., on February 3, 2015, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project, and Development Agreements; and

WHEREAS, the terms and conditions of the Amendment to the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Amendment to the Development Agreement; (ii) the Amendment to the Development Agreement is consistent with the General Plan and SLSP; (iii) the Amendment to the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Amendment to the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Amendment to the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Amendment to the Development Agreement attached hereto as Exhibit “2.”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Amendment to the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Amendment to the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Amendment to the Development Agreement because, on February 3, 2015, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Amendment to the Development Agreement.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Amendment to the Development Agreement, or a Memorandum of Agreement, within ten (10) days following execution thereof.

Section 6. 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 within 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.

PASSED AND ADOPTED by the City Council on April 7, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Tom Stallard, Mayor

ATTEST:	**APPROVED AS TO FORM:**
________________________	______________________________
Ana Gonzalez, City Clerk	Kara K. Ueda, City Attorney

Dated:________________________

Exhibit "1" – Amended and Restated Development Agreement (2013)
Exhibit "2" – First Amendment to Development Agreement

EXHIBIT 1

[Amended and Restated Development Agreement]

EXHIBIT 2

[First Amendment to Development Agreement]

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

Exempt from filing fees pursuant to Government Code §6103

Development Agreement No. 15-01

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND,

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

CAL WEST INVESTORS LLC AND OPTIMISTIC PARTNERS LLC

8.29.13 version

82093.0018A\3562869.4

DEVELOPMENT AGREEMENT NO. [1501]

This Development Agreement (hereinafter "Agreement") is entered into as of this 3 day of September, 2013 by and between the City of Woodland, California ("CITY"), and Cal/West Investors LLC and Optimistic Partners, LLC, California corporations (collectively "OWNER"):

RECITALS

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

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

WHEREAS, this Agreement includes the ten acre park and neighborhood commercial site shown on Exhibit B, and Owner agrees to submit an application for its development prior to acceptance of the first final map; and

WHEREAS, CITY and Cal/West Seeds entered into a development agreement relative to the development known as the Cal/West Seeds Inc. 20 acres, which development agreement was recorded in the Official Records of Yolo County on November 4, 2011, as Instrument No. 2011-0030468-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal/West Seeds property would be owned by Cal West Investors, LLC and subject to the Cal/West Seeds development agreement; and

WHEREAS, Cal/West Seeds subsequently sold its 20-acre property to Optimistic Partners, LLC, which currently owns the 20 acres formerly owned by Cal/West Seeds; and

WHEREAS, CITY and Cal West Investors, LLC entered into a certain development agreement relative to the development known as the Cal West Investors LLC 25 aces, which development agreement was recorded in the Official Records of Yolo County on July 20, 2012 as Instrument No. 2012-0023092-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal West Investors property would be owned by Cal/West Seeds and subject to the Cal West Investors, LLC development agreement; and

WHEREAS, OWNER(s) and CITY now wish to enter into an Amended and Restated Development Agreement, which shall replace both the Cal West Investors, LLC and Cal/West Seeds Development Agreements as they pertain to the Property allowing for the construction of a project as described herein ("Project"); and

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

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

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

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

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

COVENANTS

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

1. <u>DEFINITIONS AND EXHIBITS</u>.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

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

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

(a) specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) conditional use permits, public use permits and plot plans;

(d) zoning;

(e) grading and building permits.

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

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

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

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

1.1.11 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes (special or general) and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

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

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

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

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

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

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

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plan and Conditions of Approval

Exhibit "D" – Development Impact Fees

2. GENERAL PROVISIONS.

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

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

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

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map

Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

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

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

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

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

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

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

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

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

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

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

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

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

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

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

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

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

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

2.7 Notices.

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

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

If to CITY:

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

Copy to:

Best, Best & Krieger, LLP
5400 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Cal West Investors, LLC
Attn: Melanie Mathews
173 Court Street, Suite D
Woodland, Ca 95695

Optimistic Partners
Attn: Bill Streng
1949 Fifth Street, Suite 108
Davis Ca 95616

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

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

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, and the 10 acre park and neighborhood commercial parcel, which is the subject of this Agreement, which result in 176 R-8 units, and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

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

3.3 Reservation of Rights.

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

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

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

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

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

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

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

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

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

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

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

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this

Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

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

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

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

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

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

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

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

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

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

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

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

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

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

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

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

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

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

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to approval of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan.

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

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

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

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

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

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

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

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

7. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

Owner's Initials

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

8. LITIGATION.

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

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

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

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

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

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

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

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

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

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

WM [signature]
Owner's Initials

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

9. MORTGAGEE PROTECTION.

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

10.7 **[reserved]**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER

Cal West Investors, LLC

By: Melanie C Mather

Its: a managing member

Dated: 2/3/15

Optimistic Partners, LLC

By:

Its: managing member

Dated: 2/3/15

CITY

CITY OF WOODLAND, a California Municipal Corporation

By:
~~Marlin, 'Skip' Davies~~ Tom Stallard
Mayor

Dated: ______________

ATTEST:

By:
Ana Gonzalez
City Clerk

82093.0018A\8066689.2

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

82093.0018A\8066689.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate in attached, and not the truthfulness, accuracy, or validity of that document.

State of CA)
) ss.
County of Yolo)

On 2-3-15, before me, Melonie Nickalou Lucero, Notary Public, personally appeared Brie Strung, who proved to me on the basis of satisfactory evidence to be the person (s) whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity (~~ies~~), and that by his/~~her/their~~ signature (~~s~~) on the instrument the person (~~s~~), or the entity (~~ies~~) upon behalf of which the person (~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Melonie Nickalou Lucero [Seal]

MELONIE NICKALOU LUCERO
Commission # 2001654
Notary Public - California
Yolo County
My Comm. Expires Jan 17, 2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate in attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Yolo)

On February 3, 2015, before me, Ana B. Gonzalez, Notary Public, personally appeared Tom Stallard, who proved to me on the basis of satisfactory evidence to be the person (s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity (ies) upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana B Gonzalez [Seal]

ANA B. GONZALEZ
COMM. #2064608
Notary Public - California
Yolo County
My Comm. Expires May 14, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate in attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Yolo)

On February 3, 2015, before me, Ana B. Gonzalez, Notary Public, personally appeared Melanie C. Mathews, who proved to me on the basis of satisfactory evidence to be the person (s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity (ies) upon behalf of which the person (s) acted, executed the instrument.

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

WITNESS my hand and official seal.

AnBGonz

[Seal]

ANA B. GONZALEZ
COMM. #2064608
Notary Public - California
Yolo County
My Comm. Expires May 14, 2018

EXHIBIT "A"

(Legal Description of the Property)

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

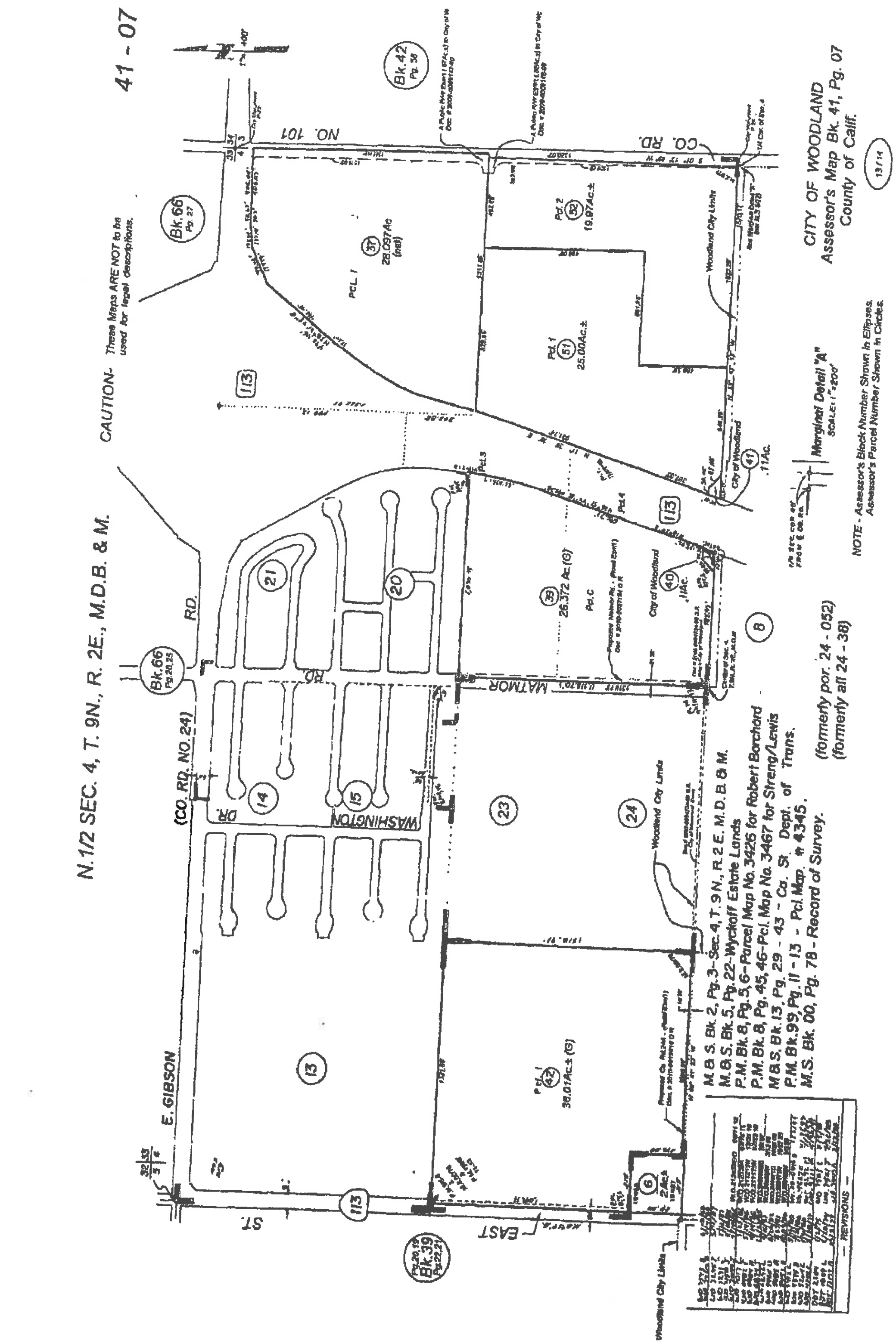
BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

1) SOUTH 01° 13' 09" WEST, 1320.02 FEET;
2) THENCE NORTH 89° 42' 13" WEST, 1023.28 FEET;
3) THENCE NORTH 00° 16' 55" EAST, 469.58 FEET;
4) THENCE SOUTH 89° 43' 05" EAST, 581.98 FEET;
5) THENCE NORTH 00° 16' 55" EAST, 850.00 FEET;
6) THENCE SOUTH 89° 43' 05" EAST, 462.88 FEET TO THE POINT OF BEGINNING; AND DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT," RECORDED AUGUST 8, 2012 AS INSTRUMENT NOS. 2012-0025469-00 AND 2012-0025470-00, RECORDS OF YOLO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

APN: 041-070-052-000 (New, Not Yet Assessed)
APN: 041-070-044-000 (Underlying, Portion Of)
APN: 041-070-046-000 (Underlying, Portion Of)

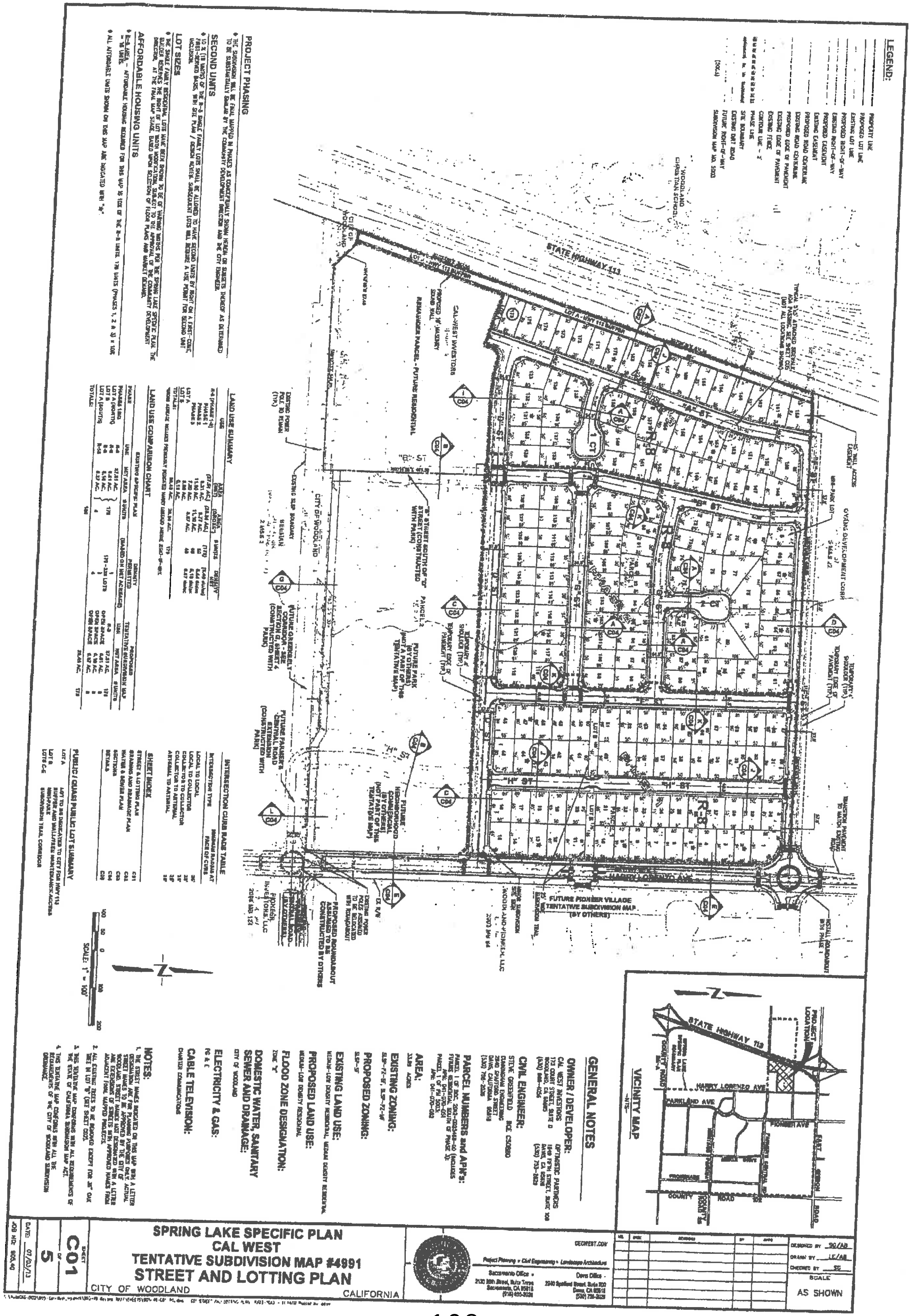


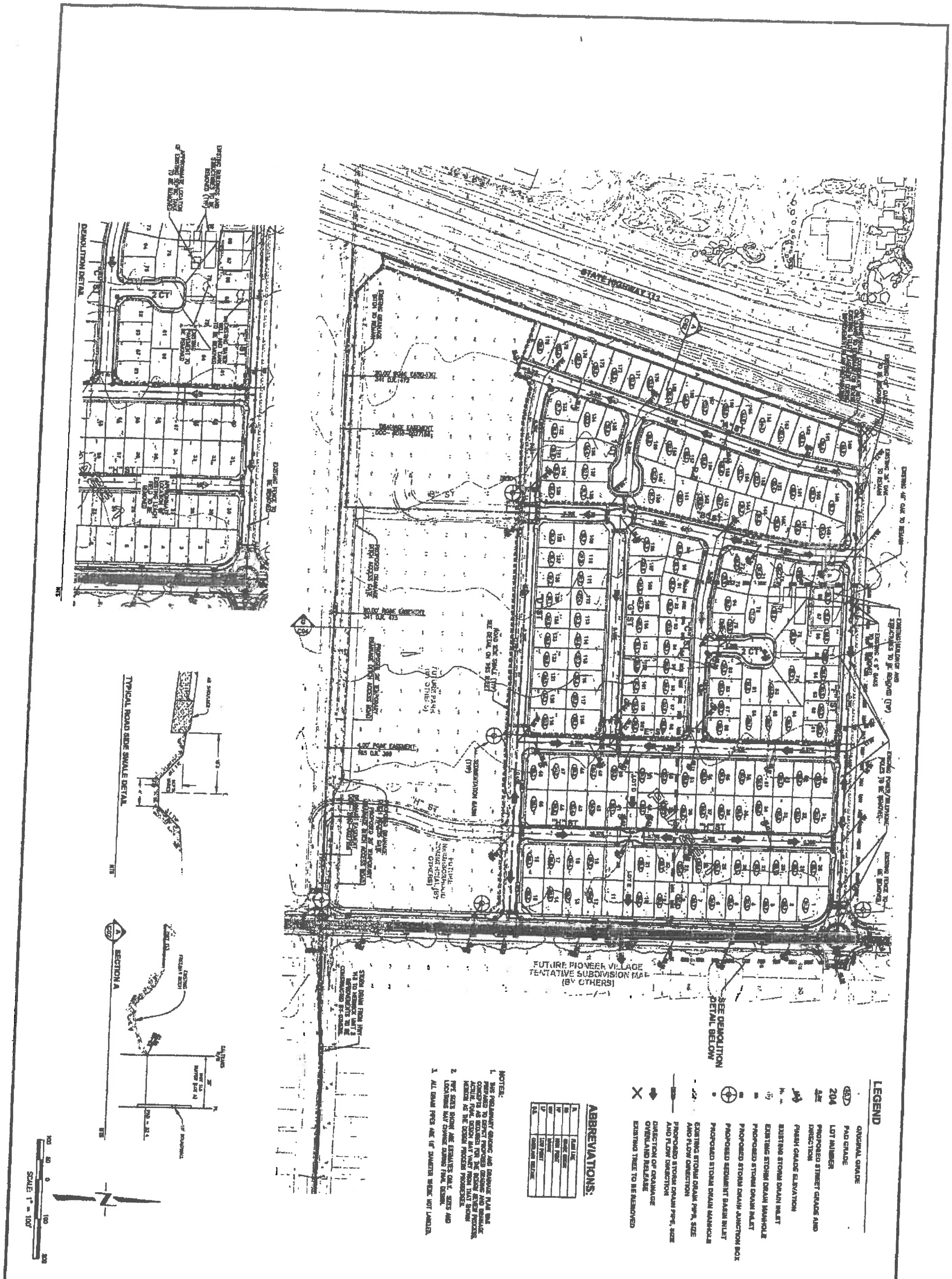
NOTICE

First American Title

EXHIBIT "B"

(Map of the Property)


LEGEND:
PROJECT PHASING
SECOND UNITS
LOT SIZES
AFFORDABLE HOUSING UNITS
LAND USE SUMMARY
LAND USE COMPARISON CHART
INTERSECTION CURB RADII TABLE
SHEET INDEX
PUBLIC / QUASI PUBLIC LOT SUMMARY
STATE HIGHWAY 113
HARRY LORENZO AVE
FUTURE PIONEER VILLAGE TENTATIVE SUBDIVISION MAP (BY OTHERS)
CITY OF WOODLAND
SCALE: 1" = 100'
GENERAL NOTES
OWNER / DEVELOPER:
CIVIL ENGINEER:
PARCEL NUMBERS and APN's:
AREA:
EXISTING ZONING:
PROPOSED ZONING:
EXISTING LAND USE:
PROPOSED LAND USE:
FLOOD ZONE DESIGNATION:
DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:
ELECTRICITY & GAS:
CABLE TELEVISION:
NOTES:
VICINITY MAP
STATE HIGHWAY 113
PROJECT LOCATION
HARRY LORENZO AVE
PARKLAND AVE
PIONEER AVE
COUNTY ROAD
DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE
AS SHOWN
SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
STREET AND LOTTING PLAN
CITY OF WOODLAND
CALIFORNIA
C01
5
DATE: 07/03/13



DESIGNED BY	SO/AB
DRAWN BY	LE/AB
CHECKED BY	SO
SCALE	AS SHOWN

CTCWEST.COM

Project Planning • Civil Engineering • Landscape Architecture

Sacramento Office • 2150 20th Street, Suite Three, Sacramento, CA 95818 (916) 456-2025

Davis Office • 2940 Spafford Street, Suite 200, Davis, CA 95618 (530) 756-3026

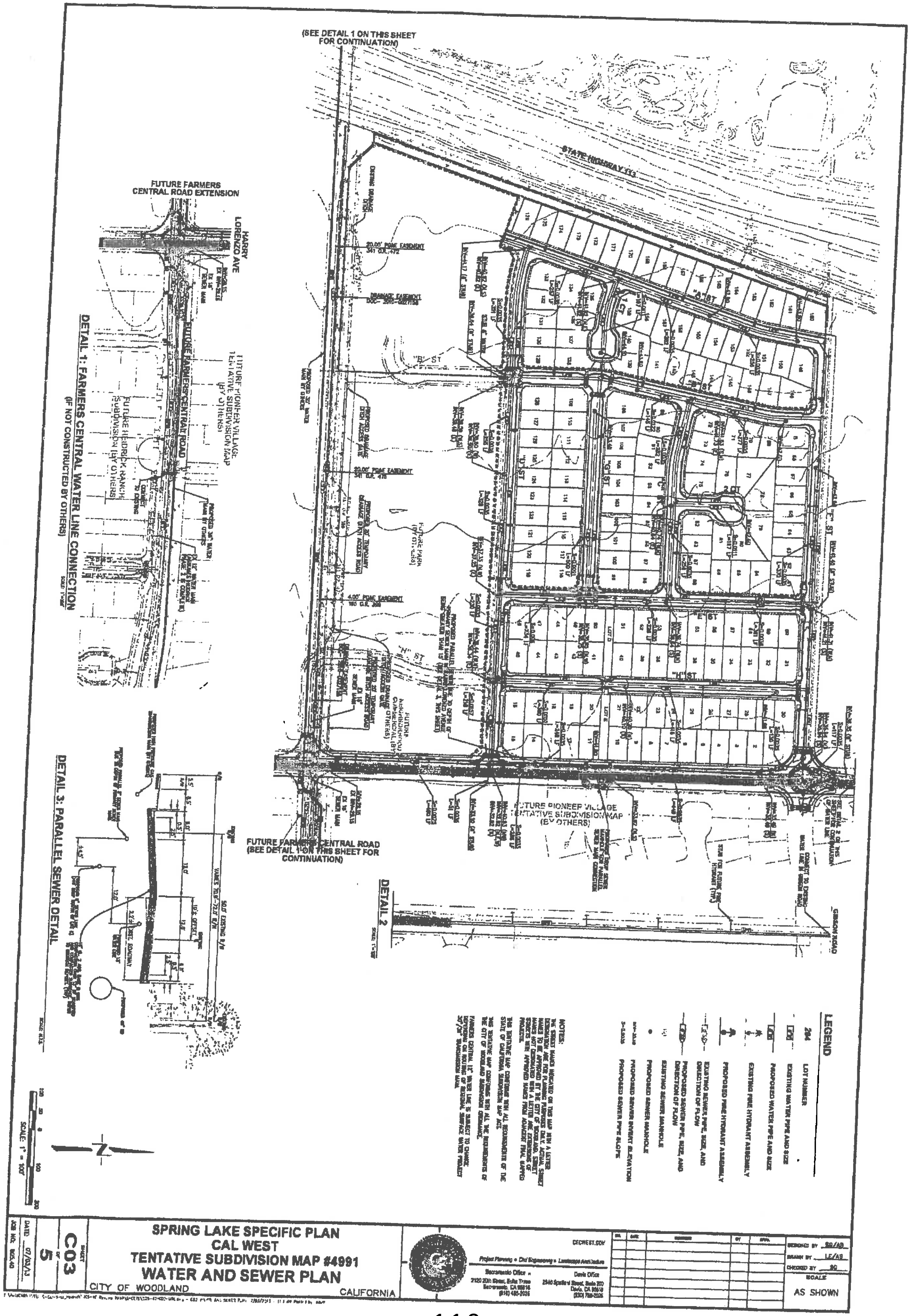
SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
GRADING AND DRAINAGE PLAN

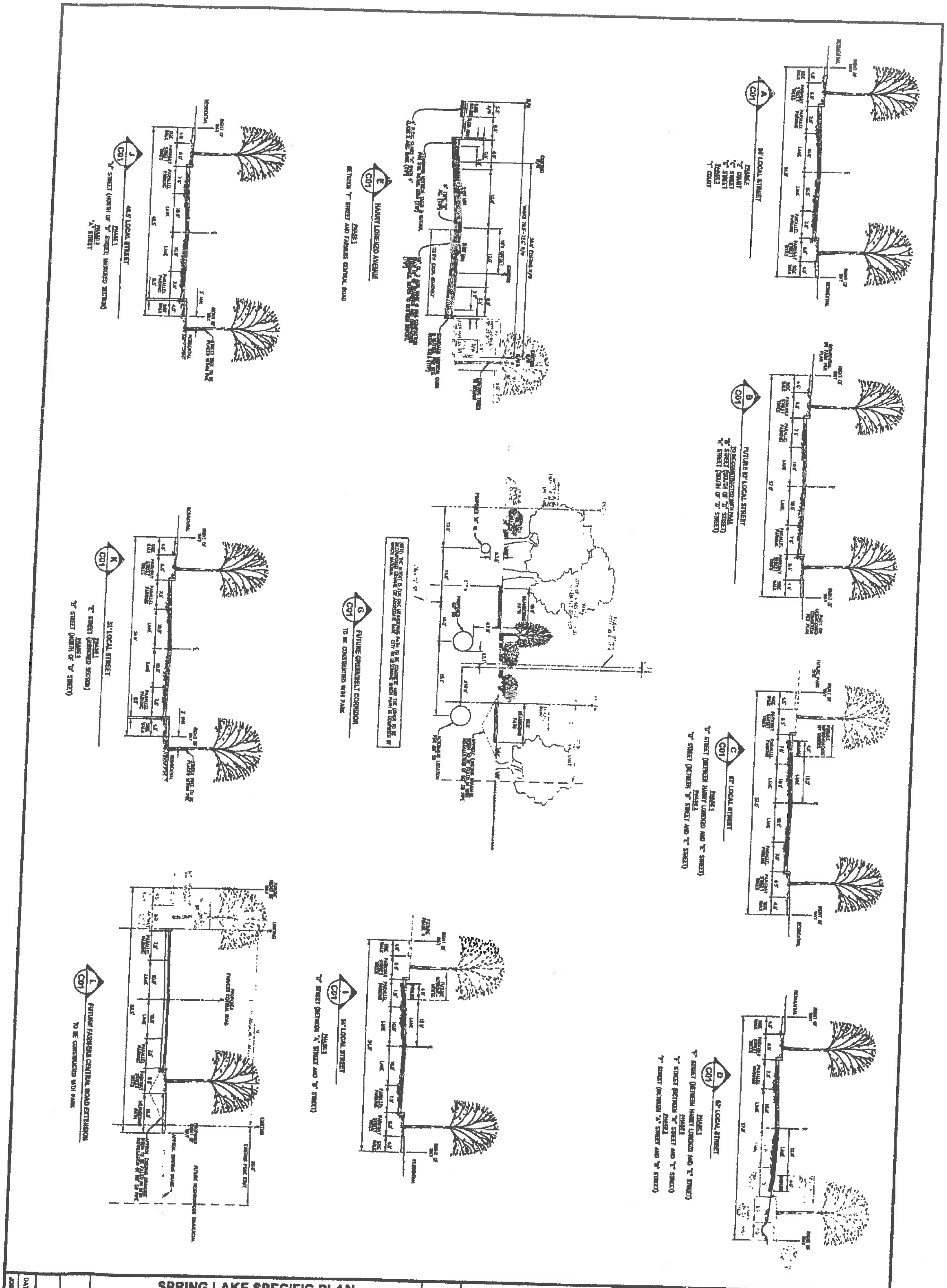
CITY OF WOODLAND CALIFORNIA

SHEET C02 OF 5

DATE: 07/03/13

JOB NO. 1605.00


SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
WATER AND SEWER PLAN
CITY OF WOODLAND
CALIFORNIA
C03
5
SCALE
AS SHOWN
CECWEST.COM
FUTURE FARMERS CENTRAL ROAD EXTENSION
DETAIL 1: FARMERS CENTRAL WATER LINE CONNECTION
DETAIL 3: PARALLEL SEWER DETAIL
DETAIL 2
STATE HIGHWAY 113
FUTURE PIONEER VILLAGE TENTATIVE SUBDIVISION MAP (BY OTHERS)
FUTURE FARMERS CENTRAL ROAD (SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)
(SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)
LEGEND
NOTES:



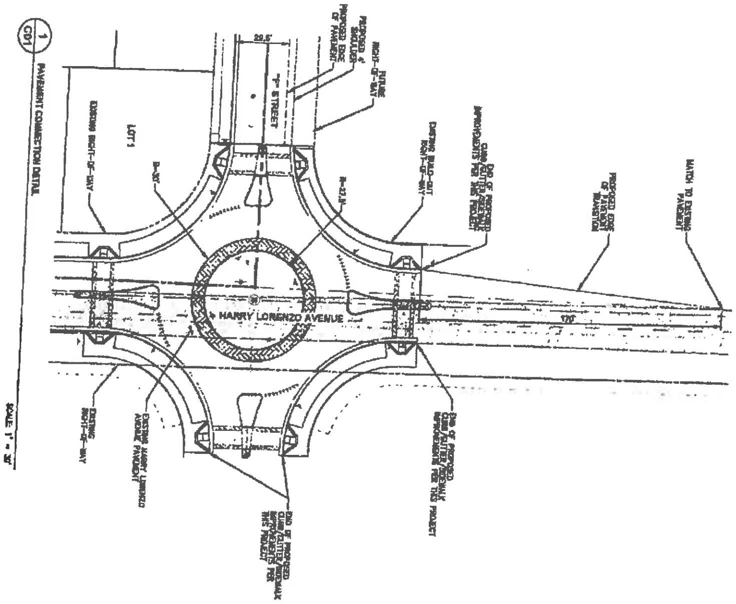
SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
SECTIONS

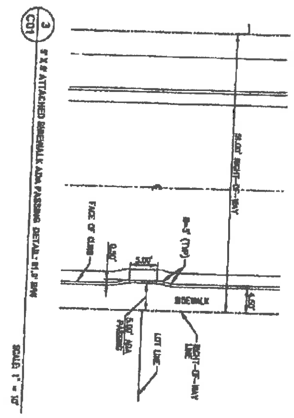
CITY OF WOODLAND CALIFORNIA

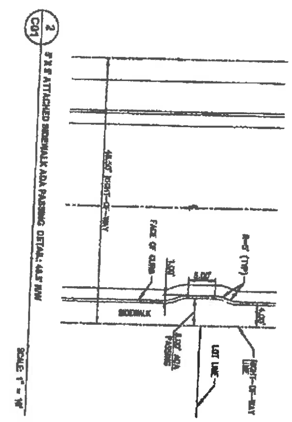
SHEET C04 OF 5

DATE 07/03/13

SCALE AS SHOWN







SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
DETAILS

CITY OF WOODLAND CALIFORNIA

SHEET C05 of 5

DATE: 07/03/13

JOB NO. 505.40

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Project Planning • Civil Engineering • Landscape Architecture

Sacramento Office • Davis Office

DESIGNED BY SC/AB
DRAWN BY LE/AB
CHECKED BY SC
SCALE
AS SHOWN

<u>EXHIBIT "C"</u>

(Development Plan and Conditions of Approval)

In addition to the Conditions of Approval set forth in the body of the Agreement, the Conditions of Approval included in the staff report for the Cal West Tentative Map #4991 – Cal West Investors, LLC and Optimistic Partners, LLC item on the September 3, 2013 City Council agenda are incorporated herein by reference and made a part of this Agreement.

FINDINGS AND CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT INCLUDING TENTATIVE SUBDIVISION MAP # 4991, AND DEVELOPMENT AGREEMENT

(As approved by the Woodland City Council September 3, 2013).

August 29, 2013

FINDINGS

CEQA Findings:

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

2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final Spring Lake Specific Plan (SLSP); b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum # 6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); and g) Addendum # 7 (Resolution No 5146 adopted November 16, 2010 for the purposes of amending the Plan based on a request by the Gibson Ogden Investors LLC to remove a bike overcrossing and path); and h) Addendum # 8 (Resolution No 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors LLC to modify land use designations and rezone a school site; and i) Amendment # 9 based on a request by Parkview by ALC IV Woodland Spring Lake LLC for the purposes of amending land use designations to rezone a former school site and multi-family site to single family R-8.

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

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

5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions

of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

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

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

General Plan Consistency Findings:

1. The project is consistent with the General Plan.

Spring Lake Specific Plan Consistency Findings:

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

2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.

3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.

4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.

5. The project is consistent with the figures and tables in the SLSP.

6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

7. This project represents a unique situation in which an additional buffer from the freeway has been required, thereby affecting lot layout and density. In order to maintain the lot density and to provide an enhanced aesthetic appearance on SR 113 and to provide a significant buffer for nose and air quality purposes, modifications to the sidewalk location on the north south oriented local streets to allow one side to have curb adjacent walks have been allowed in this case.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-8 Specific Plan land use categories.

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

Tentative Subdivision Map Findings:

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.

2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.

3. The tentative map is in conformance with the Subdivision Map Act.

Findings Related to Community Design Guidelines:

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

Findings Related to Other Regulatory Requirements:

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

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

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

CONDITIONS OF APPROVAL FOR THE CAL WEST INVESTORS Tentative Subdivision Map #4991 and DEVELOPMENT AGREEMENT

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions and environmental documents.

2. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.

3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.

4. Responsibility to Inform. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

   The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.

8. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty five percent (25%) of the units are affordable to Very-low income households.. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. The total number of affordable multi-family units will be determined at the time a development application is submitted.

9. Concurrent Construction. The affordable single family units shall be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If the Developer

desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

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

11. SLSP AHP Compliance. Prior to approval of the map(s), the OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be available low income units.

12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit.

13. Affordable Unit replacement site. With respect to the currently zoned R-15 multi-family property, located east of SR 113 and designated as a remainder parcel in TSM # 4991, any low or very-low income units may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income units and 25 very low income or 32 very low income units).

14. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. A developer of a for-sale residential project may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director. Affordable, for–sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.

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

16. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station

construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

17. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4..4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).

18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.

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

20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.

21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the subdivider shall be required to demonstrate that the lots were offered at a fair market

price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

1. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

2. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.

3. Fee Credits. Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)

2. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

3. <u>Architectural Diversity</u>. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.

4. <u>Energy Efficiency</u>. All building designs shall be designed to meet and are recommended to exceed energy efficiency

5. <u>Landscape Plan Submittal</u>. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
   - Locations, size and quantity of all plant materials.
   - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
   - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
   - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
   - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
   - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

6. <u>Street Tree Master Plan</u>. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. Shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

7. <u>Public Landscaping</u>. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).

8. <u>Tree Preservation and Replacement Planting</u>

- *Replacement.* In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
    A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
    B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
    C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.

- *Preservation*. The City's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
    A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and design approved by the Community Development Department Public Works Departments prior to acceptance of the final map which dedicates Lot B.
    B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of $10,000
    C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The "F" Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc…)
    D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

9. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

10. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.

11. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

12. Compliance with State Water Conservation Ordinance. The project shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

13. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A shall be 28 feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. Sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

14. Sound Wall Landscaping. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or redwoods depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

15. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.

16. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.

17. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

18. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the north west corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL Design Standard 1.6.2.

    A design specification for this signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit in Phase I.

19. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.

20. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.

21. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.

22. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7 (R-15 Façade Requirements).

23. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be

highly visible, in a secure location, and to the greatest extent feasible, located in a covered area.

24. Future Park and Rezone Application. The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

SLSP Mitigation Measures:

1. Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.

2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011.
   - A 10-foot tall noise barrier should be constructed along the western property line of the project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
   - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
   - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
   - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.

3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared

and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County.

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

6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)

7. Air Quality Directives. Owner shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).

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

9. Construction Recycling. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)

10. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

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

12. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)

Engineering Development Services

Roadways

1. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between 2 and 3 and "D" Street between phase 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).

2. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("D" Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park ("D" Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("B" Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.

3. Applicant shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.

4. Unless constructed by others project shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. Final cost determination shall approved by the City Engineer.

5. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.

6. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.

7. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. Timing of the greenbelt corridor may be deferred until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. A fair share shall be determined by the following process.

   A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall <u>include a 20%</u> contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.

   B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).

   C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement

D. Upon request, the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner. .

E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended and in accordance with the Funding and Reimbursement Agreement..

8. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.

9. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.

10. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.

11. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.

12. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.

13. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.

14. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

1. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.

2. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.

3. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.

4. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.

5. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.

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

7. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

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

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

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

4. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.

5. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

1. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.

2. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include

topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.

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

4. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.

5. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.

6. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:

   A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall <u>include a 20%</u> contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.

   B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x. 7 for the multi family).

Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake…adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

C. Upon request the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement. .

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less that 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).

2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.

3. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

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

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

3. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, the City may enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.

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

5. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

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

7. One Water Sampling Station shall be installed with the first final map.

8. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

Landscaping

1. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and

Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

2. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.

3. Phase 3 shall construct 28' landscape strip along western boundary. Landscaping will need to be bonded for and are included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

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

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

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

Fees

1. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.

2. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.

3. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.

4. Shall pay $794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)

5. Transit Capital fee: Prior to final map or project approval (for single-family) applicant shall pay a $208 per DUE fee. (DA item)

6. Transit Operation fee: Prior to final map or project approval (for single family) applicant shall pay a $35 per DUE fee. (DA item)

7. If a multi family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of $146 for transit capital and $25 for transit operation. (DA Item)

8. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

   The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

9. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

10. Applicant shall pay $150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

Engineering General Conditions

1. Prior to final map the applicant shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.

2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.

3. Enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.

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

5. Submit proposed Street names to fire department for approval with a copy to Engineering prior to improvement final map submittal.

6. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances

7. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

8. Submit an application for reapportionment of assessments with the parcel map or subdivision map.

9. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.

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

11. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.

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

13. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

14. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.

15. All Second units shall have separate water service and meter.

16. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.

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

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

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

20. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

Fire Department

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.

2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.

3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Building Division

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.

2. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.

3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.

4. The project shall comply with FEMA regulations.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board's (ARB's) Portable Equipment Registration Program (PERP) (http://www.arb.ca.gov/perp/perp.htm.

2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

EXHIBIT "D"

(Development Impact Fees)

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

Development Impact Fees for the following categories and amounts are shown as of June 30, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	$794	$662
Fire	$1,224	$917
Library	$49	$41
Police	$1047	$873
Wastewater	$5,744	$4,788
Water	$527	$323
Parks--Springlake	$3,627	$3,022
Surface Water (a future fee for the development of surface water treatment facilities)	$2,742	By meter size
Admin	$160	$130
Surface Water Administration	$21	By meter size

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

- SLIF fees for SFD $39,377 and MF $25,988; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (These are the 2013 costs, the cost is subject to annual change).
- Spring Lake Fire Department Operation and Maintenance Funding Fee of $771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay $208.00/single family DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee: Prior to final map or project approval applicant shall pay a $35.00 per single family DUE fee.
- If a multi-family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of $146 for transit capital and $25 for transit operation.
- Spring Lake Offsite Affordable Housing fee of $1,100 per market rate single family lot.
- Fiscal Deficit mitigation fees of $1500 for SFD, and $1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @$56 per SFD, and $40 per MF unit
- $794 per house for 25A, construction and reimbursement, the fee is due at building permit.
- $150 per lot at final map for the advance planning study for the SR 113 bike overcrossing.

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CONFORMED COPY
NOT COMPARED
WITH ORIGINAL

NO FEE DOCUMENT per Government Code 6103

YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2015-0005092-00
Acct 119-Woodland City
Tuesday, MAR 03, 2015 13:08:00
Ttl Pd $0.00 Rcpt # 0001133133
FRT/R5/1-8

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attention: City Clerk

MEMORANDUM OF AGREEMENT

Cal West Investors LLC and Optimistic Partners LLC
Amended and Restated Development Agreement

This replaces the previously recorded Development Agreement, Doc#. 2012-0023092.

This Memorandum of Agreement is made and entered into by and between Cal West Investors LLC and Optimistic Partners LLC, California limited liability companies (together "Developers") and the City of Woodland ("City"), a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

City and Developers hereby agree to be bound by all of the terms and conditions contained in the "Amended and Restated Development Agreement" between City of Woodland, Cal West Investors LLC, and Optimistic Partners LLC dated September 3 2013, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Amended and Restated Development Agreement control the use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1.

Executed on this 2nd day of March, 2015, at Woodland, Yolo County, California.

CAL WEST INVESTORS LLC

By: ______________________

Its:

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OPTIMISTIC PARTNERS LLC

By: ______________________

Its:

CITY OF WOODLAND

By: ______________________
Tom Stallard
Mayor

ATTEST:

____
Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda
City Attorney

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 17, 2015, before me, Ana B. Gonzalez Notary Public, personally appeared Tom Stallard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

ANA B. GONZALEZ
COMM. #2064608
Notary Public - California
Yolo County
My Comm. Expires May 14, 2018

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NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On 3-2-15, before me, Melonie Nickalou Lucero Notary Public, personally appeared G. Wm. Streng, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Melonie Nickalou Lucero
Notary Public

MELONIE NICKALOU LUCERO
Commission # 2001654
Notary Public - California
Yolo County
My Comm. Expires Jan 17, 2017

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

CAL-WEST INVESTORS

LEGAL DESCRIPTION

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

PARCEL ONE:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 9 (NINE) COURSES:

1) SOUTH 89° 43′ 05″ EAST, 828.66 FEET:
2) THENCE SOUTH 00° 16′ 55″ WEST, 850.00 FEET;
3) THENCE NORTH 89° 43′ 05″ WEST, 581.98 FEET;
4) THENCE SOUTH 00° 16′ 55″WEST, 469.58 FEET;
5) THENCE NORTH 89° 42′ 13″ WEST, 546.89 FEET;
6) THENCE NORTH 44° 42′ 48″ WEST, 87.48 FEET;
7) THENCE NORTH 89° 42′ 48″ WEST, 36.46 FEET;
8) THENCE NORTH 18° 23′ 55″ EAST, 387.50 FEET;
9) THENCE NORTH 17° 38′ 39″ EAST, 931.74 FEET TO THE POINT OF BEGINNING.

SAID LEGAL IS SHOWN AS PARCEL 1 IN EXHIBIT "A" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED AUGUST 8, 2012 AS INSTRUMENT NO. 2012-0025469 AND AS INSTRUMENT NO. 2012-0025470, YOLO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER, UNDER AND ACROSS THE NORTHERLY 25 FEET OF "PARCEL 2" AS SHOWN ON EXHIBIT "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 2, 2007, INSTRUMENT NO. 2007-0023630, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

APN: 041-070-051-000

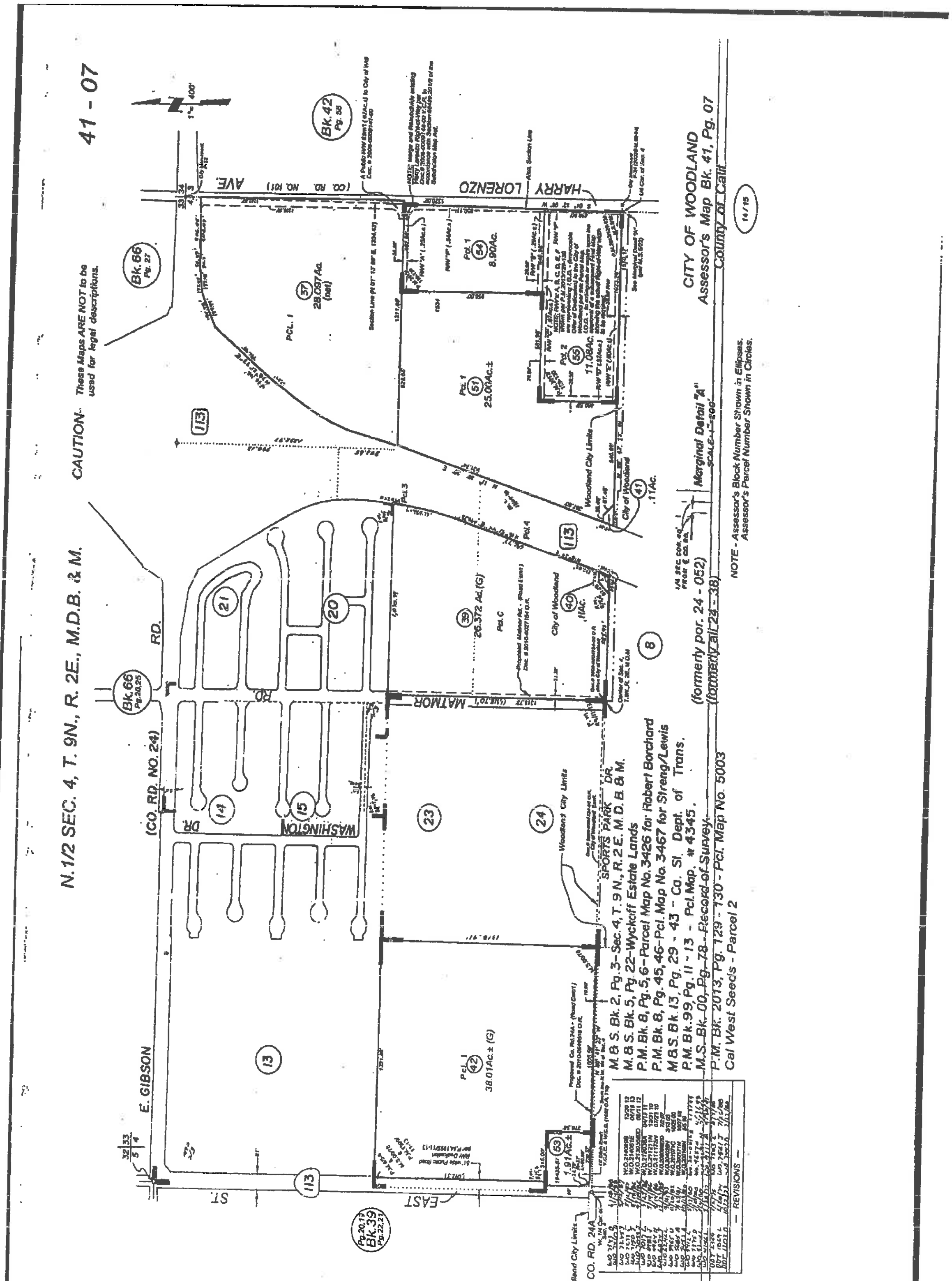
OPTIMISTIC PARTNERS

LEGAL DESCRIPTION

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

PARCELS 1 AND 2, AS SHOWN ON PARCEL MAP NO. 5003 FILED DECEMBER 20, 2013 IN BOOK 2013 AT PAGE 129 AND 130, YOLO COUNTY RECORDS.

APN: 041-070-054-000 (Parcel 1) and 041-070-055-000 (Parcel 2)



Description: Yolo,CA Assessor Map 41.7 Page: 1 of 1
Order: as Comment:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. ________ BETWEEN CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC

This First Amendment to Development Agreement (hereinafter “Amendment”) is entered into effective on the date it, or a Memorandum of Agreement, is recorded with the Yolo County Recorder (hereinafter the “Effective Date”) by and between the City of Woodland, a California general law city (hereinafter “CITY”) and Cal West Investors, LLC and Optimistic Partners, LLC (hereinafter together “OWNER”) pursuant to Government Code section 65864 *et seq.* and in light of the following recitals:

RECITALS

WHEREAS, CITY and Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain Amended and Restated Development Agreement (“Agreement”) as adopted by the City Council on September 3, 2013, and pursuant to Government Code section 65864 *et seq*. for the development of a certain project described in the Agreement (“Project”); and

WHEREAS, CITY and OWNER now wish to amend the Agreement in order to rezone approximately 8 acres of the original Property (the “Premises,” as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 041-070-051-000 and 041-070-055-000, and to update the Agreement to provide for new conditions of approval; and

WHEREAS, the Agreement may be amended pursuant to Section 2.5 of the Agreement and Government Code section 65868; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Agreement and the changes to the Project pursuant to this Amendment, with the Woodland City Council’s certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, the City Council finds that this Amendment and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan, as amended by separate action of the City Council; and

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

WHEREAS, the Planning Commission and the City Council of the City of Woodland have held noticed public hearings concerning this Amendment following mailing and publication of notice pursuant to Government Code sections 65090, 65091, 65868, and 65868.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and OWNER agree to amend the Agreement as follows:

1. Effective Date. This Amendment shall become effective on the date on which all of the following are true: (i) this Amendment has been executed by Owner's duly authorized officers and officials and delivered to CITY; (ii) this Amendment has been approved by ordinance of the City Council of the CITY and such ordinance has become effective; (iii) this Amendment has been duly executed by the CITY and delivered to OWNER; and (iv) the Amendment, or a Memorandum of Agreement, has been recorded with Yolo County (the "Effective Date").

2. Amendment to Section 2.7(b). The address of Best Best & Krieger LLP, as provided for in Section 2.7(b) is changed to "500 Capitol Mall, Suite 1700."

3. **Amendment of Section 3.1.2.** Section 3.1.2 of the Agreement is hereby amended to read as follows, with text shown in strikethrough for deletions and double underline for new text:

> 3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, the 5.89 acre R-8 site (shown as "Remainder Parcel" in TSM # 4991), the 2 acre R-8 site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, and the ~~10~~ 8 acre park ~~and neighborhood commercial~~ parcel. ~~which is the subject of this Agreement.~~ The TSM # 4991 ~~which~~ results in 176 R-8 units. The remaining R-8 parcels are zoned for a possible 49 additional units (the "Rezone Property"). ~~and a remainder parcel that is zoned for a possible 84 units on the multi-family site.~~
>
> ~~The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.~~

4. Addition of Section 3.11. Section 3.11 is hereby added to the Agreement to read as follows:

> 3.11 Future Subdivision Map(s). A tentative subdivision map application shall be required that will set forth the lotting pattern of the Remainder Parcel and the 2-acre, R-8 development site east of the park. This Agreement shall be amended at the same time as tentative map approval and shall set forth applicable infrastructure improvements, timing and methods of financing improvements, and other specific performance obligations of the OWNER and CITY as related to the development of the Remainder Parcel and the 2-acre, R-8 development site east of the park.

5. Addition of Section 4.11. Section 4.11 is hereby added to the Agreement to read as follows:

4.11 Development and Transfer of N1 Park. This Section 4.11 sets forth the various obligations of OWNER to develop the N1, 8-acre park and sets forth OWNER's obligations to transfer the N1 Park to CITY.

4.11.1 Conceptual N1 Park Master Plan. Within ten (10) days following City Council approval of this Amendments, OWNER shall provide CITY FIFTEEN THOUSAND DOLLARS ($15,000.00) to fund the creation of a Park Improvement Master Plan for the N1, 8-acre park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements. OWNER and CITY shall determine a mutually agreed upon date for the completion of the Master Plan.

4.11.2 N1 Park Purchase and Sale Agreement. OWNER and CITY shall negotiate a Purchase and Sale Agreement ("PSA") that will provide for the purchase by CITY of the N1 Park. The purchase price for the N1 park shall be negotiated following an appraisal paid for equally by CITY and OWNER. The PSA shall be negotiated prior to CITY's approval of the first final map that includes the fourteen (14) lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning. Notwithstanding anything in this Agreement, or any other CITY approval, CITY shall have no obligation to approve a subdivision map for the lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning until and unless OWNER and CITY have executed the PSA pursuant to this Section 4.11.2.

4.11.3 N1 Park Improvements. To the extent the PSA is executed, as described above in Section 4.11.2, then prior to the issuance of the fiftieth (50th) building permit issued for the Project, OWNER shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a minimum irrigation and turf and installation of a play structure consistent with the Park Improvement Master Plan ("Two Acre Park Improvements"). In no event shall OWNER be obligated to spend an amount greater than FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000.00) for the Two Acre Park Improvements, including all design, soft costs, and contingencies. OWNER agrees that this amount shall be adjusted by the annual Construction Cost Index (CCI) each January 1st, starting January 1, 2016. OWNER agrees to use its commercially reasonable efforts, weather permitting, to commence the construction of the Two Acre Park Improvements immediately thereafter, and diligently proceed to complete the Two Acre Park Improvements within one year thereafter. OWNER acknowledges that time is of the essence as to the commencement and completion of the Work. The PSA required under Section 4.11.2 shall include requirements for security equal to 125 percent (125%) of the total reimbursable cost ($450,000). CITY shall reimburse OWNER for the Two acre Park Improvements from the Spring Lake Park SLIF Fees, pursuant to a payment schedule set forth in the PSA. OWNER acknowledges that improvements to the remaining 6 acres of Park are at sole discretion of the CITY and subject to availability of sufficient Spring Lake Park SLIF fees prior to commencing construction of the remaining improvements.

4.11.4 Transfer of Park from OWNER to CITY. After CITY issues a Notice of Completion for the N1 park initial 2 acre improvements, OWNER shall transfer ownership of the entire N1 Park property to CITY pursuant to the terms of the PSA required under Section 4.11.2.

6. Addition of Section 4.13. Section 4.13 is hereby added to the Agreement to read as follows:

4.13 Funds for Bike and Pedestrian Improvements. OWNER agrees to pay to the CITY a total of $1,000.00 per lot created within the Rezone Property and $150.00 per lot for the existing R-8 designated lots in TSM #4991, towards improved Spring Lake bicycle and pedestrian connectivity and enhancement project(s) such as the HWY 113 Bike/Pedestrian Overcrossing. Payments shall be made at time of approval of final map for each phase of the Project.

7. Amendment of Exhibit “C” of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Project. Exhibit “C” of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit “C,”** attached hereto and incorporated by this reference.

8. Amendment of Exhibit “D” of the Agreement. Exhibit D of the Agreement is hereby amended to amend the Development Fees and other fees identified in the Agreement for the Project. Exhibit “D” of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit “D,”** attached hereto and incorporated by this reference.

9. Miscellaneous Provisions.

a. Recordation of Amendment. This Amendment shall be recorded with the County Recorder by the City Clerk within the period required by Government Code section 65868.5.

b. Severability. If any term, provision, covenant, or condition of this Amendment shall be determined invalid, void, or unenforceable, the remainder of this Amendment shall not affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Amendment.

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

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

e. Integration. This Amendment, together with the Agreement, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Amendment, the provisions of the Agreement shall govern the conduct of the parties. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Amendment. To the extent this Amendment conflicts with the Agreement, this Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

f. Incorporation of Amendment. From and after the Effective Date of this Amendment, wherever the term "Agreement" or "Development Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this Amendment.

g. Defined Terms. All initially capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

h. Effect of Amendment. Except as expressly modified by this Amendment, the Development Agreement shall continue in full force and effect according to its terms and conditions, and CITY and OWNER hereby ratify and affirm all of their respective rights and obligations under the Development Agreement.

[Remainder of page intentionally left blank. Signatures on following page.]

i. Waiver. Execution of this Amendment by CITY shall not be deemed a waiver of any rights held by CITY under the Agreement, nor of any obligations or breaches of the Agreement by OWNER, whether or not CITY is aware of any such breaches as of the Effective Date of this Amendment.

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

Cal West Investors LLC

By:______________________________

Optimistic Partners LLC

By:______________________________

CITY OF WOODLAND

By: _______________________
Tom Stallard, Mayor

Dated: __________________

ATTEST:

By:_______________________
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: ______________________________
Kara K. Ueda, City Attorney

EXHIBIT 1

Assessor Parcel Map and Legal Description

EXHIBIT C

CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT, INCLUDING TENTATIVE SUBDIVISION MAP #4991

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

General Conditions

1. Project Approval. The Project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the August 20, 2013 City Council staff report and in the February 3, 2015 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC project, except as modified by these conditions of approval. Substantive modifications to the Project description may require modification of the Development Agreement, conditions and environmental documents.

2. Indemnification. OWNER shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers and employees from any claim, action or proceeding against CITY or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by CITY, its legislative body, advisory agencies or administrative officers. CITY will promptly notify OWNER of any such claim, action, or proceeding against CITY, and OWNER will either, at CITY's discretion, undertake defense of the matter and pay CITY's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.

3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.

4. Responsibility to Inform. OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the Project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, OWNER shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The

plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

   OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, CITY does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes CITY to impose certain fees, and that may waive OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. OWNER shall be responsible for coordinating all plans to ensure consistency throughout the various plan submittals including site, landscaping, and improvement plans, prior to submittal for review.

8. Affordable Housing. The Project is subject to the Spring Lake Affordable Housing Plan in effect at time of construction and/or applicable affordable housing in-lieu fees, and Ordinance 6A, CITY's Inclusionary Housing Ordinance. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that either (a) ten percent (10%) of all multi-family units be affordable to Low-Income households and that twenty percent (20%) of the units to be affordable to Very Low-Income households, or (b) that twenty five percent (25%) of the units are affordable to Very Low-Income households. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. At such time that a tentative subdivision map is approved for the 2-acre, R-8 residential site located east of the park, a determination regarding the requirement for additional affordable units shall be made, consistent with the SLSP Affordable Housing Plan (AHP) based on the proposed number of housing units. Based on the preliminary Lotting Plan for the 2 acre site located east of the park, the site will be developed with 14 single family units. As such 1 single family unit shall be made affordable to a low-income household.

   The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park has been met (see discussion in the February 3, 2015 City Council staff report).

9. Concurrent Construction. The affordable single family units shall be dispersed throughout the Project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If OWNER desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

10. Inclusionary Housing Agreement. Prior to CITY's approval of OWNER's first final map, OWNER and CITY shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by CITY, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.

11. SLSP AHP Compliance. Prior to approval of the map(s), OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be low income units.

12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid at Final Map and at the rate in effect for each single family market rate unit.

13. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and OWNER may provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. OWNER may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be economically infeasible, as determined by the Community Development Director. Affordable, for–sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.

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

15. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by CITY, a nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation

5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

16. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), and 6.24 and 6.25 (fire station).

17. Nexus Study. OWNER shall comply with the requirements of the Spring Lake Specific Plan Nexus Study.

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

19. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the Project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by CITY shall be applied as follows, and in the following order: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at CITY's discretion.

20. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by CITY unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan Area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

21. Reservation of Lots for public sale. The requirements of Section 21-15-1 of CITY's Municipal Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

22. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition CITY to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

23. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition CITY to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.

24. Fee Credits. Any financing method employed that would allow additional proceeds to be raised to pay back the First Release Property Owners would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

25. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 relating to energy conservation.)

26. Prior to the start of any work on-site, OWNER shall request and attend a pre-construction meeting to include the Project superintendent, architect, subcontractors, as well as CITY representatives including Community Development and/or Public Works.

27. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

28. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.

29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:

    - Locations, size and quantity of all plant materials.
    - A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
    - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
    - Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
    - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
    - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

30. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

31. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable CITY requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping). Final landscaping plans for all areas to be maintained by the SLSP Lighting and Landscape District shall be submitted for review and approval by the Community Development and Parks Department. Due to poor soil conditions in the Project area, soil sample analysis shall be provided for publicly maintained landscaping areas and resulting recommendations shall be complied with to the satisfaction of the Community Development Director.

32. Tree Preservation and Replacement Planting

- *Replacement.* In accordance with Section 20A of the City of Woodland Municipal Code, OWNER shall comply with the following replanting schedule for removal of trees on and adjacent to the Project site:
    - A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
    - B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
    - C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.

- *Preservation*. CITY's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that shall indicate measures to be taken to protect the trees during construction.
    - A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to CITY to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and the design approved by the Community Development Department and Public Works Departments prior to acceptance of the final map which dedicates Lot B.
    - B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of $10,000.
    - C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The "F" Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that location)
    - D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

33. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

34. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.

35. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

36. Compliance with State Water Conservation Ordinance. OWNER shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

37. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A and shall be 28 feet in width. The entire length of the Project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. The sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

38. Sound Wall Landscaping. Landscaping shall be provided in accordance with 6.2.1 (d) to help screen the wall, minimize graffiti and provide shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or cedars depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

39. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.

40. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.

41. Greenbelt Connector. As shown in the preliminary lotting map as “Lot F,” land shall be provided as a greenbelt and shall be constructed in conjunction with adjoining development and/or street improvements to serve as an extension of the greenbelt located on the east side of Harry Lorenzo Avenue along Farmer’s Central connecting the greenbelt trail system to the park. The greenbelt extension shall be designed and landscaped consistent with Section 7.1 and 7.2.1 of the SL Design Standards. The greenbelt extension shall be included in the Spring Lake Lighting and Landscaping assessment district.

42. Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. Consideration shall be given to the use of wood with integral stain. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

43. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, OWNER shall establish neighborhood entry signs. A sign shall be provided at the northwest corner entry of Harry Lorenzo Avenue and “D” Street and at the southeast corner of “Lot F” as shown on the proposed Lotting Plan, consistent with SL Design Standard 1.6.2.

    A design specification for these signs shall be prepared for review and approval by the Community Development Director and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit for the phase in which they are located.

44. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.

45. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof mounted photovoltaic energy systems or other alternate renewable energy generation systems. The method and number of homes to be identified with submittal of design review application. All homes shall be

photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

46. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.

47. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC & Rs.

SLSP Mitigation Measures:

48. Mitigation Requirements. OWNER shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations.

49. Environmental Noise Analysis. The design of the Project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011. Additional noise conditions include:

    - A 10-foot tall noise barrier shall be constructed along the western property line of the Project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers shall be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with CITY noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
    - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
    - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
    - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.

50. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

51. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed (signed and recorded with Yolo County) and in place prior to final map approval or commencement of development activity, consistent with Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement.

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

53. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc. May 2011 – Geocon project no s9574-06-01) shall be followed.

54. Air Quality Directives. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).

55. Mosquito Vector Control. Prior to each construction season, if OWNER has a project under construction, OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.

56. Construction Recycling. Prior to the commencement of construction on any project, OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other CITY requirements. (MM 4.13-18)

57. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

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

59. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1).

Engineering Development Services

Roadways

60. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between phases 2 and 3 and "D" Street between phases 3 and phase 4, this road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).

61. Streets fronting the park: Subdivisions opposite the park shall complete corresponding street section including curb, gutter, sidewalk, landscaping, lighting, hydrants and appurtenances for the park. This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.

62. OWNER shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.

63. Unless constructed by others, OWNER shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. The final cost determination shall be approved by the City Engineer.

64. Unless constructed by others, OWNER shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of Harry Lorenzo Drive to its southerly terminus.

65. Unless constructed by others, OWNER shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of OWNER, CITY will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners.

The third party reimbursement agreement shall be completed prior to the approval of the final map.

66. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. The path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of CITY. At a minimum, the corridor shall include a 10 foot path and shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 4 inch conduits for future broadband constructed to fiber standards, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing and connect to conduits under SR 113 placed by others. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. The greenbelt corridor shall be constructed with phase 3 of the subdivision. Timing of the greenbelt corridor may be deferred at the discretion of the Community Development Director until the remainder parcel is developed provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a CITY held escrow account. For purposes of third party reimbursement, a fair share shall be determined by the following process:

A. With the first final map application OWNER shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall <u>include a 20%</u> contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for the greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.

B. Then the total cost shall be divided by 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).

C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement

D. Upon request, CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013. and as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

67. Prior to approval of the first final map OWNER shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. The plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. OWNER shall construct components of the traffic calming plan as part of the public improvement program.

68. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.

69. With the first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive, OWNER shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.

70. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of CITY.

71. OWNER shall provide paved access with bollard or gate control to CITY approved openings in the sound wall for maintenance access. Paved access and access control design shall be subject to the approval of CITY. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.

72. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.

73. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

<u>Easements and Right of Way</u>

74. A seven (7) foot (or ten (10) foot if adjacent to monolithic sidewalk) public utility easement shall be provided at back of (separated) sidewalk, adjacent to all public streets within the development and shall be dedicated to CITY and may be required elsewhere as requested by the utility companies and approved by CITY.

75. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site

improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.

76. The Phase 3 final map shall include dedication of a 28 foot strip between the tentative map edge and Caltrans Right of Way.

77. Lots 160 through 176 shall include a general access easement to CITY for repair and maintenance of the sound wall.

78. OWNER shall acquire or dedicate 15’ maintenance access easements along the north edge of the Property (may be on adjacent property) and along the south side of Lot 176. OWNER shall provide paved PCC access with bollard control to CITY approved openings in the sound wall for maintenance access.

79. If, after a good faith effort based on a MAI Appraisal, OWNER is unable to obtain offsite right of way, OWNER may request that CITY obtain the land at OWNER’S sole cost and expenset. OWNER shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained CITY shall relinquish balance of funds on hand.

80. OWNER shall acquire by deed or lot line adjustment the right of way for the knuckle on “B” Street, with the final map that includes this portion of “B” Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

81. The Property shall be connected to the City of Woodland’s sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

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

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

84. OWNER shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.

85. Any onsite septic tanks shall be to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

Storm Water

86. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for

project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the Project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by OWNER shall be consistent with the most recent version of the CITY's Storm Drainage Master Plan criteria and CITY Standard Specifications and Details. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and detention basins if required. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. OWNER shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse OWNER for oversize improvements on a pro rata basis per Development Agreement.

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

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

89. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.

90. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 91 below.

91. Each phase of the Project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a CITY held escrow account). The calculation shown below is an

example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:

A. With the first final map OWNER shall prepare a preliminary design with a cost estimate for a 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.

B. Then the total cost shall be divided by 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).

   Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake, adopted by the City Council on March 5, 2013, as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

C. Upon request CITY will enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013, as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

Storm Water Quality Control

92. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm Water Pollution Prevention Plan).

93. OWNER shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.

94. OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

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

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

97. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, CITY may enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.

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

99. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and OWNER's facility, OWNER shall make application and receive approval from the City Engineer or his/her designated agent.

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

101. One Water Sampling Station shall be installed with the first final map.

102. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

Landscaping

103. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently with adjacent development. Public improvements will not be formally accepted by CITY until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of

acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

104. The entire sound wall along the western edge of the tentative map shall be constructed as a part of Phase 3 of the final map for the Project. Sound wall design and construction costs are eligible for SLIF credits.

105. A 28' landscape strip shall be constructed along the western boundary of the Property as a part of Phase 3 of the Project. OWNER shall bond for landscaping and include the landscaping in the public improvements, which are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

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

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

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

Fees

109. OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.

110. Prior to approval of improvement plans, OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the CITY's Fee Schedule. If OWNER pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.

111. At building permit issuance OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

112. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

113. If existing buildings are demolished, OWNER shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

Engineering General Conditions

114. Prior to final map, OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.

115. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.

116. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.

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

118. OWNER shall submit proposed street names to CITY's Fire Department for approval with a copy to Engineering prior to improvement final map submittal.

119. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, street lights, and appurtenances.

120. All non-single family water services to this Project shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

121. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map.

122. OWNER shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to CITY prior to approval of the final map and start of construction.

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

124. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.

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

126. If conditions for the Project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the CITY. CITY shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

127. If greater than 640 square feet, second units shall pay single family dwelling unit development fees.

128. All second units shall have separate water service and meter.

129. This Project is subject to the Construction and Demolition Debris Recycling and Diversion Ordinance (Ordinance No. 1469).

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

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

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

133. OWNER shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

Fire Department

134. Weed Abatement. OWNER shall comply with the City of Woodland Weed Abatement Ordinance. OWNER shall maintain the Property throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.

135. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code and the City of Woodland Standard Specifications and Details, 2010 edition. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. OWNER shall meet the required volume and duration at the Project site prior to obtaining a building permit.

136. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on site fire hydrants will be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to the installation.

Building Division

137. OWNER shall comply with the current codes that are in effect at the time of plan submittal.

138. Plans will need to be complete at the time of submittal as CITY does not accept deferred submittals.

139. All sub-contractors/companies working on the Project will be required to obtain a City of Woodland Business Registration (“Business License”).

140. OWNER shall comply with FEMA regulations.

Yolo Solano Air Quality Management District (“District”)

141. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board’s (ARB’s) Portable Equipment Registration Program (PERP) (http://www.arb.ca.gov/perp/perp.htm.

142. Dust emissions shall be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

EXHIBIT D

Development Impact Fees

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

Development Impact Fees for the following categories and amounts are shown as of January 28, 2015, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	**SFD**	**MF**
General City	$837	$698
Fire	$1,291	$967
Library	$51	$43
Police	$1,104	$921
Wastewater	$6,058	$5,050
Water	$556	$341
Parks--Springlake	$3,826	$3,188
Roads	$5,582	$4,073
Surface Water (a future fee for the development of surface water treatment facilities)	$2,892	By meter size
MPFP Admin Fee	$166	$115

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

- SLIF fees for SFD $41,532 and MF $27,410; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (cost subject to annual change);
- Spring Lake Fire Department Operation and Maintenance Funding Fee of $771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay $243.00/single family DUE (more on some maps) for the construction of transit capital improvements;
- Public transit operation fee: Prior to final map or project approval applicant shall pay a $35.00 per single family DUE fee;

- Spring Lake Offsite Affordable Housing fee of $1,100 per market rate single family lot;
- Fiscal Deficit mitigation fees of $1,500 for SFD, and $1,050 for MFD;
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @$56 per SFD, and $40 per MF unit; and
- $794 per house for 25A, construction and reimbursement, the fee is due at building permit.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space Above Line For Recorder's Use

MEMORANDUM OF AGREEMENT

Cal West Area Development Agreement Ordinance No. ____________

This Memorandum of Agreement is made and entered into by and between Cal West Investors LLC and Optimistic Partners LLC and the City of Woodland, a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

CITY and OWNER hereby agree to be bound by all of the terms and conditions contained in the First Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. ____ , dated ________, 2015, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Development Agreement, as amended, controls and use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1.

Executed on this ________ day of ________, 2015, at Woodland, Yolo County, California.

Cal West Investors LLC

By:_________________________________

Optimistic Partners LLC

By:___________________________

CITY OF WOODLAND

By: __________________________
Tom Stallard, Mayor

ATTEST:

By:___________________________
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _________________________________
Kara K. Ueda, City Attorney

STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

On ____________________, before me, _________________________, personally appeared ____

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

Witness my hand and official seal.

____

Notary Public

[SEAL]

STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

On ____________________, before me, _________________________, personally appeared ____

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

Witness my hand and official seal.

____

Notary Public

[SEAL]

300 First Street
Woodland, CA 95695

Legislation Text

9.

File #: 14-674, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Approve Contract Amendment with Carollo Engineers for New ASR Wells #29 and #30, CIP 15-02

Recommendation for Action: Staff recommends that the City Council:

1) Approve Resolution No. _____, authorizing the City Manager to execute contract amendment #1 with Carollo Engineers (Carollo) for the New Aquifer Storage & Recovery (ASR) Wells #29 and #30, CIP 15-02, for an amount not to exceed $67,000; and

(2) Appropriate $200,000 additional funding for FY2014/15 from the FY2015/16 planned allocation (CIP 15-02) to cover the contract amendment and coring program.

Staff Contact

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

Fiscal Impact

This project is included in the approved Capital Improvement Program Budget with a total project budget of $3,908,750, funded from the Water Enterprise Fund. The project is also included in the State Revolving Fund (SRF) loan secured by the City for the local improvements to bring treated surface water into the City's water distribution system. The California Department of Public Health (CDPH) SRF loan was approved by Council on May 13, 2014 for an amount of $31,503,088. The ASR wells are one of the five identified projects covered by the SRF loan, including the Southwest Tank, Well #28, East Transmission Main, and West Transmission Main.

The ASR project was appropriated $500,000 in the FY 2014/15 budget. An additional $500,000 had been previously advanced appropriated from FY 2015/16 to FY 2014/15. The staff recommendation would advance appropriation of an additional $200,000 from FY 2015/16 to FY 2014/15 in order to execute the contract amendment to perform sonic coring at a well site.

The typical schedule for design and construction of this type of project is two years. There would not be sufficient time to complete the project by 2016 if the design contract were delayed to the next fiscal year. The Woodland-Davis Clean Water Agency (WDCWA) is expected to begin delivering surface water in June 2016 and the ASR wells are needed to begin injection of water in Winter 2016/2017 to meet chromium VI compliance requirements and peak summer demands in 2017.

There is no impact to the General Fund.

Background

The City of Woodland has planned several projects as part of the improvements to the City's water supply portfolio, including participation in the WDCWA Regional Water Treatment Facility. The local projects include: 3.0 million gallon southwest tank, Well #28, East Transmission Main, West Transmission Main, and ASR Wells.

The project involves the design and construction of two new municipal aquifer storage and recovery (ASR) capable wells near the site of the existing Well #4 and Well #11 on City owned property. The design of the new wells is underway. At the beginning of design, a design kickoff workshop was held with the project team to discuss project parameters and whether any additional information was needed. One concern was the potential for chemical interaction between the higher oxygen content surface water and minerals in the injection zone. There is limited information on the mineralogy and gradation of the aquifer materials in the injection zone. The injection zone had been tested as part of drilling Well #28, but not the new well sites. Conducting a sonic coring was determined to be necessary to evaluate the minerals and gradation in the injection zone. Sonic coring is a high speed rotary vibratory drilling procedure. This method does not use drilling fluid and allows for samples to be taken from the aquifer zone without contamination from other geologic formations.

Discussion

The Regional Water Treatment Facility (RWTF) utilizes ozone as part of the disinfection process. Surface water typically has a higher oxygen content than well water and additional oxygen is added through the ozone treatment process. Understanding the mineralogy of the materials in the injection zone is important in order to determine whether there are minerals present that may react with oxygen. The gradation of the materials in the injection zone aquifer is also important to design the appropriately sized well screen and gravel pack.

Conducting the sonic boring will provide valuable information to inform the design of the well at a faster schedule. Taking injection zone samples during well drilling was considered, however, there was concern regarding contamination of the samples from drilling fluid and mixing with other material layers.

The contract amendment includes preparation of bidding specifications for the coring program, driller coordination, construction oversight during drilling and core acquisition, and review of data and preparation of recommendations. A separate contract will be bid with drilling firms to conduct the sonic boring. The advance appropriation covers both the contract amendment and the sonic coring work.

Conclusion

Staff recommends that the City Council:

1) Approve Resolution No. _____, authorizing the City Manager to execute contract amendment #1 with Carollo Engineers (Carollo) for the New Aquifer Storage & Recovery (ASR) Wells #29 and #30, CIP 15-

02, for an amount not to exceed $67,000; and
(2) Appropriate $200,000 additional funding for FY2014/15 from the FY2015/16 planned allocation (CIP 15-02) to cover the contract amendment and coring program

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution
Attachment B - Scope of work

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVE CONTRACT AMENDMENT WITH CAROLLO ENGINEERS FOR NEW ASR WELLS #29 AND #30

WHEREAS, the City Council wishes to approve an advanced appropriation of water enterprise funds from FY 15/16 to FY 14/15 in the amount of $200,000 through the adoption of this resolution for New Aquifer Storage & Recovery Wells #29 and #30, CIP 15-02

WHEREAS, the City Council wishes to approve the contract amendment 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 amendment for an amount not to exceed $67,000 and the advanced appropriation of funds from FY 15/16 to FY 14/15. The City Manager is hereby authorized and directed to execute the contract amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 7th day of April 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

Memorandum

To: Tim Busch/City of Woodland
Ed Wisniewski/City of Woodland

Cc: Nathan Nutter/Carollo
Chris Cleveland/Carollo
David Pyne/ASR Systems

From: Jeff Barry/GSI
Tim Thompson/GSI

Date: March 25, 2015

Re: **ASR Project Coring Program – City of Woodland**

Introduction

This memorandum provides a description of the proposed scope of work and estimated GSI costs to support core drilling activities at either the well 29 or well 30 drilling location for the City of Woodland's ("City") Aquifer Storage and Recovery ("ASR") program. Based upon the need for detailed water quality compatibility information as well as for the collection of precise aquifer material analysis for well design considerations, undisturbed core samples will be collected using sonic drilling techniques from the anticipated screened intervals at each proposed well location. The core will be acquired and assessed before drilling the ASR production wells.

Work Program Elements

The following items constitute the key elements of the GSI scope of work associated with this effort. Costs associated with the drilling contractor will be direct-billed to the City, with technical and contractual oversight provided by GSI. The key elements are outlined below:

1. Develop a comprehensive bid document for core hole drilling submittals that includes technical and contractual requirements for drillers, and a statement of qualifications.
2. Review of bid submittals, conduct evaluation of qualifications, and make a recommendation for selection.
3. Coordinate with driller regarding acquisition of Yolo County permit and schedule of drilling activity.
4. Coordinate with City staff regarding notifications to adjacent residents of construction activity.
5. Coordinate and procure services to complete public and private utility locates within 50-ft radius of borehole.

6. Coordinate well site preparations, installation of sound proofing structures, and equipment staging/set-up. Assume City staff will provide oversight.
7. Supervise core hole drilling and sampling activities at well location. Maintain regular communications and updates to City staff regarding project progress.
8. Evaluate and field-classify the core samples. The field Hydrogeologist will select and deliver sub-sets of cores to specialty subcontractors appropriate for further analysis by:
    a. Mineralogy Laboratory –Submit relevant portions of core samples to subcontracted mineralogical laboratory for detailed analysis of mineral assemblages. Submit two samples from within the target zone and one sample from above and below the target zone in the core hole. The mineralogical results will be used in combination with the predicted quality of the treated source water to conduct a geochemical compatibility evaluation of the potential for precipitation or dissolution reactions and clay formation.
    b. Soils Laboratory – Submit samples to a soils laboratory or well screen manufacturer for grain size analyses, to determine the optimal filter pack gradation (with intention to use SiliBeads as filter pack material) and size of slot openings in the proposed wire-wrap screen for each ASR well.
9. Supervise driller to decommission the core hole according to State requirements.
10. Prepare technical memorandum with recommendations, to include:
    a. Results of geochemical analysis and identification of any significant water-rock compatibility issues. If there are compatibility issues, the memorandum will provide suggested mitigation measures.
    b. Provide results of grain size analysis and recommended slot size for well screens and filter pack gradation for each proposed ASR well.
    c. Coordinate with driller to complete State Well Driller's Reports.

Cost Estimate for GSI Services

Task 1. Prepare Bid Documents, Driller Coordination and Project Management	$18,960
Task 2. Oversight During Drilling and Core Acquisition	$24,380
Task 3. Review of Data and Preparation of Recommendations	$19,780
	===========
TOTAL	**$ 63,120**

Estimated Drilling Contractor Costs

Sonic Coring (1 site to 500 feet)	$ 95,000
Laboratory testing – mineralogical content	$ 10,000
Sieve Analysis -	$ 1,000
	=========
Total Contractor Costs	$106,000

Total Estimated Oversight and Contractor Cost - $169,120.

File #: 14-677, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Memorandum of Understanding with Yolo County transferring funding and responsibility of Safe Routes to School Caltrans Active Transportation Grant

Recommendation for Action: Staff recommends that the City Council approve a Memorandum of Understanding with Yolo County to transfer the funding in the amount of $539,000 and responsibility of the FY 2015-2017, Caltrans Active Transportation Program grant from the City of Woodland to Yolo County.

Staff Contact

Alex Halcon, Management Analyst - (530) 661-5885, Alex.Halcon@cityofwoodland.org

Fiscal Impact

No fiscal impact.

Background

In May 2014, City of Woodland Engineering staff partnered with the Yolo County Health Department to apply for California Statewide Active Transportation Program (ATP) grant funding. The funding was requested to further the education and encouragement facets of the City's recent Safe Routes to School improvements. The intention of the partnership was to fund the County's outreach efforts as well as grant administration by City staff and preliminary engineering to vet ideas proposed during the outreach and education.

On September 27, 2014, the City of Woodland was awarded $539,000 in ATP funding for the period of July 1, 2015 through June 30, 2017 (Caltrans ID #0105). After receiving the grant award, Health Services informed the City that the amount they had include in the grant application was incorrect and did not properly fund their planned staff and activities.

The City and County staff have worked together to determine what could be cut from our efforts to bring the budget into line with the available grant funding. It was determined that the best solution was to eliminate the City provided engineering and grant administration from the scope, thus saving approximately $100,000 of grant funding.

Working through Caltrans and the County, City staff has determined that Yolo County Department of Planning, Public Works and Environmental Services has a master agreement with Caltrans and can provide the grant administration and oversight allowing the City of Woodland to transfer the entire grant to the County. The City's transfer of the grant to the County will allow the full funding from the grant to be applied to the

County's proposed scope for outreach and education for the Safe Routes to Schools Program.

Discussion

In March 2015, the City of Woodland requested and agreed to relinquish all funding and responsibility to Yolo County for the awarded non-infrastructure Caltrans Active Transportation Program (ATP) grant for a Safe Routes to School (SRTS) Project in the amount of $539,000 for the period of July 1, 2015 through June 30, 2017 (Caltrans ID #0105). It has been determined that Yolo County Department of Planning, Public Works and Environmental Services regularly administers state and federal transportations funds under the Yolo County Master Agreement 03-5922R with Caltrans can provide administrative oversight for the funds awarded under the ATP grant. The Yolo County Department of Health Services will be responsible for implementing the work plan, delivering the services described in the application, project reporting, and ensuring that only eligible items are included in cost accounting for the project, in accordance with Caltrans requirements for the use of state and federal transportation funds.

Approval of the Memorandum of Understanding will allow the City of Woodland and Yolo County to take this MOU forward to Caltrans California Transportation Commission (CTC) for approval at its June meeting.

Conclusion

Staff recommends that the City Council approve a Memorandum of Understanding with Yolo County to transfer the funding in the amount of $539,000 and responsibility of the FY 2015-2017, Caltrans Active Transportation Program grant from the City of Woodland to Yolo County.

Prepared by: Alex Halcon, Management Analyst

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS
Attachment 2015-0330- Final MOU Final City of Wdld and Public Works (2)-c1

Agreement No. ____-_____

Memorandum of Understanding
Between the County of Yolo and the City of Woodland
For the Active Transportation Program Grant
Safe Routes to School Project

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of ______________, 2015 by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, on September 27, 2014, the City of Woodland was awarded Cycle 1 Caltrans Active Transportation Program (ATP) grant funding for the Safe Routes to School (SRTS) Project in the amount of $539,000 for the period July 1, 2015 through June 30, 2017 (Caltrans ID #0105); and

WHEREAS, the goal for the project is to increase the number of youth in the Woodland Joint Unified School District who safely walk and bike to school; and

WHEREAS, an outcome of this program is to create a culture of walking and biking to school in Woodland by ensuring parents and schools have the resources and ability to continue SRTS activities beyond the duration of the grant; and

WHEREAS, in March 2015, the City of Woodland requested to relinquish all funding and responsibility to Yolo County; and

WHEREAS, the Yolo CountyDepartment of Planning, Public Works and Environmental Services administers the "Master Agreement Administering Agency-State Agreement for Federal-Aid Projects" (Yolo County Agreement 07-14) under which the County receives federal-aid funds, and will provide administrative oversight for this SRTS Project; and

WHEREAS, the Yolo County Department of Health Services will fully implement the grant activities to implement this SRTS Project in accordance with ATP Guidelines and Caltrans procedures; and

WHEREAS, the primary function of this MOU is to formalize the transfer of funding and responsibility from the City of Woodland to Yolo County.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

AGREEMENT

1. City Commitments. The City of Woodland agrees to:

A. Relinquish all funding and responsibility to Yolo County as it relates to the ATP Grant, SRTS Project.

B. Work in collaboration with Caltrans to ensure all funding and responsibility relating to the ATP Grant, SRTS Project is transferred to Yolo County.

2. County Commitments. Yolo County agrees to:

A. Receive and accept all funding and responsibility from the City of Woodland as it relates to the ATP Grant, SRTS Project.

B. Work collaboratively with CalTrans to ensure receipt of all ATP Grant, SRTS Project funding and responsibilities as needed in order for the project to be successful.

3. Administration. The Yolo County Department of Planning, Public Works and Environmental Services Director and/or his/her designee is authorized to sign any additional forms, documents or amendments necessary, and take all actions necessary to transfer these funds from the City of Woodland.

4. Amendments. Modifications or amendments to the terms of this MOU shall be in writing and executed by both parties.

5. Notices. All notices, letters, and other communications under this MOU from one party to the other will be mailed, first class, or hand delivered, or via facsimile followed by delivery of the original documents to the address shown. Either party may change its address at any time by providing written notification to the other party.

<u>If to City</u>:
City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager

<u>If to the County of Yolo:</u>
County of Yolo
292 West Beamer Street
Woodland, CA 95695
Attn: Director of PPWES

No change of address shall be binding upon the other party hereto until such party receives, at the address shown herein, written notice thereof. All notices shall be in English and shall be effective upon receipt.

6. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation of either party to this MOU.

7. Jurisdiction. Any lawsuit, action, or other proceeding arising from this MOU shall be brought in a California state court located in the County of Yolo, California.

8. Successors and Assigns. This MOU may be assigned with the consent of the other party. It shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning party without the prior consent of the other party.

9. Severability. If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect; provided that if any material obligation or benefit under this MOU is deemed invalid or unenforceable, the parties shall negotiate in good faith to amend the MOU to ensure adequate consideration by both parties.

10. Integration. This MOU constitutes the entire understanding among the parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this MOU shall not be binding on any party.

This MOU is effective as of the day and year first set forth above.

City of Woodland

By____________________________
Paul Navazio
City Manager

County of Yolo

By____________________________
Matt Rexroad, Chair
Board of Supervisors

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors

By____________________________
Deputy (Seal)

Approved as to Form:

By____________________________
Philip J. Pogledich
County Counsel

File #: 14-663, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Final Acceptance and Notice of Completion for the First Ground Level Tank, CIP 08-33

Recommendation for Action: Staff recommends that the City Council accept as complete the contract with Myers and Sons Construction for work on the First Ground Level Tank and authorize the City Clerk to file a Notice of Completion.

Staff Contact

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

Fiscal Impact

The approved FY 14/15 Capital Budget allocated $8,432,400 in Water Enterprise funds for this project. The construction contract including change orders was $7,127,286 ($77,286 in change orders). The total project costs were $8,404,804, slightly under the approved budget. The difference between the total project cost and the construction contract represents the amount spent for design, electrical programming (SCADA), and construction management. There is no impact to the General Fund.

Background

The project consisted of a 3-million gallon concrete storage tank and booster pump station with connections to the City's existing water system. The tank and pump station are important components of the "local improvements" needed for the implementation of the Davis-Woodland Water Supply Project. The tank project and large diameter water transmission lines that are under construction are important means of distributing the treated surface water supplies in an efficient and cost-effective manner. The tank and pump station will help meet a significant portion of the City's peak hour water demands, which allowed for a reduction in the size of the regional water treatment facility helping to reduce overall costs for City water users.

Discussion

On July 16, 2013, the City Council awarded the construction contract in the amount of $7,050,000 to Myers and Sons Construction for the First Ground Level Tank, CIP 08-33. On July 24, 2013, the City executed a construction contract with Myers and Sons Construction and provided them with the Notice to Proceed on July 31, 2013. Additive change orders totaling $77,285.91 were processed due to design changes and changed field conditions.

Conclusion

Staff recommends that the City Council accept as complete the contract with Myers and Sons Construction for work on the First Ground Level Tank and authorize the City Clerk to file a Notice of Completion.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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

Paul Navazio, City Manager

File #: 14-665, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Award Construction Contract for Annual Water and Sewer Repair and Replacement Project, CIP #15-19; and Approve reallocation of $50,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and $300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14 -10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19

Recommendation for Action: Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____, to award a construction contract in the amount of $1,777,393 to Civil Engineering Construction, Inc. for CIP 15-19, Annual Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% ($177,739), (3) approve a consultant agreement for construction management and inspection services with Psomas in an amount up to $153,481 and authorize a contingency of up to 10% ($15,348), and (4) approve the reallocation of $50,000 of additional Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and $300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19 to provide for the revised total project budget.

Staff Contact

Ed Wisniewski, Associate Civil Engineer - (530) 661-5975; ed.wisniewski@cityofwoodland.org

Fiscal Impact

The Annual Water and Sewer Repair and Replacement Project (CIP 15-19) was authorized for bid on January 6, 2015 with a total project budget of $1,800,000, provided through Water and Sewer Enterprise funds. The proposed contract award, plus construction contingency, construction management and inspection costs, and staff time results in a revised total project cost of $2,150,000. With the approval to award the construction contract and consultant agreement for construction management and inspection; staff is requesting that $350,000 of available Water Enterprise Funds be reallocated to the Annual Water and Sewer Repair and Replacement Project to provide the additional funding needed to meet the a total project budget of $2,150,000. The $50,000 from CIP 09-23 is available for reallocation from the approved FY 2015 Capital Budget. It should be noted that the scope and $300,000 budget for CIP 14-10, Water Pipeline Realignment from Sewer and Storm Assets, was added to this project so CIP 14-10 will be cancelled.

There are no impacts to the City's General Fund.

Background

City engineering and operations staff identified several locations in the City that have the greatest occurrence of water main and lateral breaks and leaks, and prioritized the areas for repair and replacement. The City has over 130,000 lineal feet of street with 2” diameter back of sidewalk water mains. These water mains are generally cast iron pipe and installed prior to 1965. The City repairs several water main failures on these pipes annually. This is the first phase of a multi-year project which will replace the water mains.

Based on the prioritization, this project was designed to repair and replace water mains and laterals in a localized residential area south of Woodland Avenue and east of Cottonwood Street. This is an area with two-inch (2”) cast iron water mains located behind sidewalks. The project will construct new eight-inch (8”) mains in the street and connect the residences with new polyethylene services. Once completed, the project will result in more reliable water pressure and uninterrupted water service for 147 residences. At the same time, the project identified sewer lateral defects in the same area and will correct 94 sewer laterals.

Discussion

The City advertised for bids on February 12, 2015. On March 18, 2015, the City received 2 bids for CIP 15-19 in the amounts of $1,777,393 from Civil Engineering Construction, Inc., and $2,024,710 from Florez Paving. The engineer’s estimate for the project construction was $1,550,261.71. Staff has performed due diligence in reviewing the bids. Civil Engineering Construction, Inc. has been determined to be the low-bidder and has complied with all technical submittal requirements.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 100 days for completion of the project which includes weekends, holidays, delays due to weather and lead time for ordering pipe material. Staff anticipates completion of the project in the fall of 2015.

Waiver of Immaterial Bid Irregularity

On public construction contracts awarded on or after April 1, 2015, California SB 854 requires contractors to be registered with the California Department of Industrial Relations (DIR). In light of this relatively new legislation, an addendum was issued while the project was out for bid highlighting the new requirements for registration with the DIR. The low bidder acknowledged all addendums, but did not use the new subcontractor table issued with the addendum which includes the information on registration with the DIR. They also did not submit a PDF extract proving registration with the DIR, as the addendum suggests. However, staff subsequently performed an online search of the prime contractor and their listed subs, and they are all registered with the DIR per the legislative requirements. In light of the foregoing, the City likely has discretion to waive the error and accept the bid submitted by the low bidder. Staff is recommending that the low bidder’s bid irregularity be waived and the contract awarded.

The City has broad discretion to determine responsiveness and accept a responsive bid even if there are minor irregularities or mistakes, as long as such mistakes do not affect the price of the bid or otherwise give a bidder an unfair competitive advantage.

In this case, the low bidder’s failure to include proof of registration with the DIR and the DIR registration numbers for the bidder’s subcontractors is likely immaterial since it neither affects the bid price nor makes the bid materially different than intended. This is bolstered by the fact that the prime contractor and each subcontractor are registered with DIR as required by Labor Code section 1725.5. Therefore, staff recommends that the City Council exercise its discretion and waive the low bidder's failure to include proof of registration with the DIR as an immaterial bid deviation.

Conclusion

Staff recommends that the City Council (1) waive an immaterial bid irregularity, (2) adopt Resolution No. _____, to award a construction contract in the amount of $1,777,393 to Civil Engineering Construction, Inc. for CIP 15-19, Annual Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% ($177,739), (3) approve a consultant agreement for construction management and inspection services with Psomas in an amount up to $153,481 and authorize a contingency of up to 10% ($15,348), and (4) approve the reallocation of $50,000 of additional Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 and $300,000 from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19 to provide for the revised total project budget.

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utility Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution
Attachment B - Consultant Agreement for Construction Management and Inspection Services

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CIVIL ENGINEERING CONSTRUCTION, INC. IN THE AMOUNT OF $1,777,393 FOR CIP 15-19, ANNUAL WATER AND SEWER REPAIR AND REPLACEMENT PROJECT

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Civil Engineering Construction, Inc. for CIP 15-19, Annual Water and Sewer Repair and Replacement Project; and

WHEREAS, the City Council approved the Capital Improvement Budget on July 17, 2014 for construction of the project; and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on January 6, 2015; and the City of Woodland advertised for bids on February 12, 2015; and

WHEREAS, the City opened bids on March 18, 2015, and Civil Engineering Construction, Inc. was determined to be the lowest responsive bidder with a bid of $1,777,393; and

WHEREAS, the bid submitted by Civil Engineering Construction, Inc. did not use the new subcontractor table issued with the addendum which includes the information on registration with the Department of Industrial Relations (DIR) and did not submit a PDF extract proving registration with the DIR; and

WHEREAS, the City has broad discretion to determine responsiveness and accept a responsive bid even if there are minor irregularities or mistakes, as long as such mistakes do not affect the price of the bid or otherwise give a bidder an unfair competitive advantage. *(See Menefee v. County of Fresno (1985) 163 Cal. App. 3d 1175; Ghilloti Construction Co. v. City of Richmond (1996) 45 Cal. App. 4th 897)*; and

WHEREAS, in accordance with an opinion issued by the California Attorney General, the City is not required to reject a bid as non-responsive where the low bidder fails to list a subcontractor in accordance with the Act and may instead require self-performance by the prime contractor of the work that the contractor failed to properly list a subcontractor for or waive the error and authorize the prime contractor to correct the mistake. (86 Cal.Ops.Atty.Gen 90 (2003); Pub. Contract Code, §§ 4106, 4110. 4111); and

WHEREAS, the City has determined that Civil Engineering Construction, Inc.'s failure to include proof of registration with the DIR and the DIR registration numbers for the bidder's subcontractors is immaterial since it neither affects the bid price nor makes the bid materially different than intended.

WHEREAS, the City Council wishes to approve a Construction Contract with Civil Engineering Construction, Inc., and authorize its execution through adoption of this Resolution.

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

Section 1. The above recitals are true and correct and incorporated as if fully set forth herein.

Section 2. The City Council hereby approves the Construction Contract with Civil Engineering Construction, Inc. in the amount of $1,777,393 and authorizes and directs the City Manager to execute the Agreement subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 3. The City Council authorizes a maximum 10% construction contingency in the amount of $177,739.

Section 4. The City Council hereby authorizes the City Manager to approve a consultant agreement with Psomas for construction management and inspection services for an amount up to $153,481 and a 10% contract contingency in the amount of up to $15,348.

Section 5. The City Council hereby authorizes the reallocation of $50,000 of Water Enterprise Funds from Water System Maintenance Repairs, CIP 09-23 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19.

Section 6. The City Council hereby authorizes the reallocation of $300,000 of Water Enterprise Funds from Water Pipeline Realignment from Sewer and Storm Assets, CIP 14-10 to Annual Water and Sewer Repair and Replacement Project, CIP 15-19.

Section 7. Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services 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 7th day of April, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

PSOMAS

February 10, 2015

Balancing the Natural and Built Environment

Mr. Tim Busch, PE
CITY OF WOODLAND
300 First Street
Woodland, CA 95695

Subject: Proposal to Provide Construction Management and Inspection Services for the 2015 Annual Water and Sewer Repair and Replacement Project

Dear Tim:

Psomas is pleased to submit our proposal to provide construction management and inspection services on the above referenced project.

We understand that you would like Psomas to manage the annual water and sewer replacement project. After consideration of the most economical way to successfully manage the project, we concluded, and propose for your consideration, that a Resident Engineer/Construction Inspector position would be the best fit. Our RE/Inspector, Fred Tadewaldt, PE (resume attached) will document and monitor the progress of the construction activities during the period of construction and will verify the Contractor complies with the Contract Plans and City Standards. Our RE/Inspector's standard duties will include:

- Provide daily inspection and documentation of all job related activities.
- Prepare and maintain thorough Daily Inspection Reports.
- Provide all construction management activities, including RFI response, submittal review, meeting coordination, and public relations.
- Provide accurate measured quantities, review Pay Estimates submitted by Contractor, and prepare and submit monthly payment to the City for processing.
- Perform any change order support and write change orders for the City's signature.
- Coordinate material testing with Engeo (subcontractor).
- Provide photographs of construction activities.
- Report all discrepancies requiring corrective actions.
- Maintain separate "As-builts".
- Develop "Punch List" items and follow-up with corrective measures.
- Review and log all test results.

Areas of inspection include:

- Asphalt removal and trench paving
- Trench excavation and backfill
- Sewer and water modifications and/or replacement
- Sanitary sewer lateral replacements
- New water main laterals installation
- SWPPP and erosion control

1075 Creekside Ridge Drive
Suite 200
Roseville, CA 95678

Tel 916.788.8122
Fax 916.788.0600
www.Psomas.com

- Traffic control
- Materials testing performed by our subconsultant Engeo

Based on our recent e-mail conversations on February 6 and February 9, our project assumptions have been updated as follows:

- Pre-Construction Phase - 6 working days (review plans, meet with contractor and design engineer, prepare contract file system)
- Construction Phase - 90 working days
- Post-Construction Phase - 15 working days (punchlist review, contract closeout)

  TOTAL - 111 working days (WD)

- For budget purposes, we assume Resident Engineer/Construction Inspection services at 8hrs/WD
  (111 WD x 8hr/WD = 888 hrs). Overtime is not budgeted in this total, but since our Resident Engineer is salaried, any overtime would be performed at the straight time rate.
- We assume construction activity will occur during normal weekday hours. As stated above, no overtime or shift differential is included in this proposal.
- Notice to Proceed (NTP) expected around March 17, 2015.

Predicated on the above, our opinion of probable cost is as follows:

DESCRIPTION	HOURS	HOURLY RATE	TOTAL
Project Manager	30	$185.00	$5,500
Resident Engineer/Inspector	888	$145.00	$128,760
Subtotal			**$134,260**
Contingency (0%)			
Engeo, materials testing			**$18,306**
Subcontractor Markup		5%	**$915**
TOTAL			**$153,481**

The contingency typically is intended to cover a limited amount of unplanned expenses such as overtime, extra costs due to delay and additional project manager hours if needed for disputes/negotiations. Contingency has been removed per our discussions since no overtime is anticipated by the City of Woodland.

We appreciate this opportunity to serve the City of Woodland. Should you have any questions or comments, please call.

Sincerely,
PSOMAS

Frank C. Martin III, PE, QSP, ENV-SP
Project Manager
Cc: Ed Wisniewski, PE

If this proposal is acceptable, please sign below and return to Psomas. Thank you.

____
Tim Busch
Principal Utilities City Engineer, City of Woodland

File #: 14-690, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Modifications to Salary Schedule - Public Safety Chief/Police Chief

Recommendation for Action: Staff recommends that the City Council approve revisions to the City of Woodland Salary Schedule for the classifications of Public Safety Chief and Police Chief.

Staff Contact

Paul Navazio, City Manager, (530) 661-5800, paul.navazio@cityofwoodland.org

Fiscal Impact

The recommendation contained in this staff report does not result in any direct fiscal impact. The proposed modifications to the salary schedule would merely allow for the schedule to reflect current compensation levels and provide future flexibility for applicable successor employment agreements and retain alignment with negotiated compensation adjustments for management positions within the city's public safety departments.

Background

The city's salary schedule provides specific salary ranges for each city job classification, consistent with the terms negotiated through the collective bargaining process with each of the city's bargaining groups. The salary schedule also provides for ranges within which individual employment agreements with senior management (City Manager, Department Heads and City Clerk) are entered into.

A majority of these senior management employment agreements effectively expired in June 2012, and are now being updated consistent with the overall framework of recently approved agreements with applicable bargaining units both for consistency as well as to maintain internal equity across the city's management ranks.

Discussion

In July 2011, a one-year employment agreement was executed with the Police Chief. At the same time, the Police Chief was assigned responsibility for management of both Police and Fire Departments, and the employment agreement provide for a pay differential (10%) for what was originally expected to be a temporary assignment.

Subsequently, in April 2012, the City Council formally adopted a new job classification, Public Safety Chief, approving a formal job description and adding a new salary range to the salary schedule. Notwithstanding this action, the Police Chief was never formally re-classified and continues, to this day, to be employed under the terms of the expired (June 2012) employment agreement, and continues to receive the special pay differential for serving as ”acting” Public Safety Chief.

The City Manager and Police Chief are currently in discussions related to terms of a successor employment agreement, and have agreed - in principle - to a framework that would provide for modifications consistent with the terms of agreements recently reached with both the police and fire management bargaining groups, and specifically allow for alignment of the department head contract with the benefit cost-sharing formulas in place with other sworn public safety personnel.

At the same time, it is the City Manager’s intent to execute a multi-year employment agreement, and as such, there is a need to provide flexibility within the Public Safety Chief salary range, consistent with the negotiated salary adjustments in place in the current police and fire management MOU’s. This flexibility is required in order to maintain existing internal equity differentials between the department head and senior public safety management positions.

Conclusion

Staff recommends that the City Council approve revisions to the City of Woodland Salary Schedule for the classifications of Public Safety Chief and Police Chief.

Paul Navazio, City Manager

Attachments: Proposed Salary Schedule Adjustments

Attachment 1

SALARY SCHEDULE
(proposed revisions 4/1/15)
Salary Per Month

Classification	**Unit**	**A Step**	**E Step**
Public Safety Chief	MGT	~~$12,203.00~~ $14,033.00	~~$15,666.00~~ $18,016.00
Police Chief	MGT	~~$10,325.57~~ $11,874.40	~~$13,470.22~~ $15,490.75

File #: 14-669, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Yolo County Commission on Aging & Adult Services Appointment of M. Therese Brown

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Commission on Aging Commissioner M. Therese Brown as the City's representative on the Yolo County Commission on Aging & Adult Services.

Staff Contact

Christine Engel, Community Services Director - (530) 661-2000, christine.engel@cityofwoodalnd.org

Fiscal Impact

None

Background

Yolo County's Commission on Aging & Adult Services is comprised of 14 members, including one representative each from the cities of Woodland, Davis, and West Sacramento; one from each of the supervisorial districts; four members at large appointed by the Supervisors; and one each representing the County Administrator's office and the Public Guardian's office.

The City of Woodland's representative, Benjamin Garman, recently resigned from the City's Commission on Aging; therefore, the City's seat on the county commission is now vacant.

The Yolo County Commission on Aging & Adult Services reviews and makes recommendations, upon the request of the Board of Supervisors, on specific issues and policy questions, as well as state and federal legislation and regulations related to the aged, disabled, or other adults. This Commission also serves as the County's policy liaison to the Area 4 Agency on Aging. Additionally, the Commission reviews, considers, develops, and advances plans for the Board of Supervisors consideration for better coordination of County resources devoted to the aged, disabled and other adults needing the protection of authority and state.

Discussion

On March 12, 2015, the Commission on Aging approved a recommendation to the City Council to have

Commissioner M. Therese Brown represent the City Commission on Aging on the County's Commission on Aging & Adult Services.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Commission on Aging Commissioner M. Therese Brown as the City's representative on the Yolo County Commission on Aging & Adult Services.

Prepared by: Christine Engel, Community Services Director

Paul Navazio, City Manager

Attachment: Commission on Aging & Adult Services Summary and Appointment Resolution

CITY OF WOODLAND

RESOLUTION NO. ______________

A RESOLUTION APPOINTING A REPRESENTATIVE TO SERVE ON THE YOLO COUNTY COMMISSION ON AGING & ADULT SERVICES

WHEREAS, the City of Woodland City Code Section 2-7-81 establishes a Commission on Aging; and

WHEREAS, the County of Yolo adopted Resolution No. 04-90 to create a Commission on Aging & Adult Services; and

WHEREAS, said Yolo County Commission on Aging & Adult Services includes a representative of the City of Woodland Commission on Aging who is appointed by the City Council; and

WHEREAS, the City of Woodland Commission on Aging approved Chair Benjamin Garman to represent the Commission on Aging on Yolo County's Commission on Aging & Adult Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland appoints M. Therese Brown to serve as the City's representative to said Commission on Aging & Adult Services.

PASSED AND ADOPTED this 7th day of April 2015, by the following vote:

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

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

Commission on Aging & Adult Services

Purpose: Upon request of the Board of Supervisors, this commission reviews and makes recommendations on specific issues and policy questions, as well as state and federal legislation and regulations relating to the aged, disabled, or other adults needing the protection of authority and state; serves as the County's policy liaison to the Area 4 Agency on Aging; reviews, considers, develops and advances plans for Board of Supervisors' consideration for better coordination of County resources devoted to the aged, disabled and other adults needing the protection of authority and state.

Authority: Resolution No. 04-90 (5/4/04) based on 42 USC Sec. 3026…45 CFR – 1321.57

Staff Liaison: Sheila Allen **Telephone:** 530-757-5583 **Email:** sheila.allen@yolocounty.org

Board of Supervisors Representative: Supervisor Jim Provenza
Telephone: 530-666-8624 Email: jim.provenza@yolocounty.org

Makeup of membership: 14 members appointed by the Board of Supervisors:

One - appointed from each supervisorial district
Four - at large members. (Board appointed)
Three - members from the Commission On Aging from Woodland, Davis, and West Sacramento – No fixed or limited term.

One - each representing the County Administrator's office and Public Guardian's office – No fixed or limited term.

Membership terms: Two year terms commencing Jan 31

Frequency and time of meetings: 4th Wednesday every other month from 9:00 to 10:00 A.M. at the Davis 600 A Street Building. (Please call staff liaison for meeting dates)

Current Committee membership and terms:

Member	Category/District	Date Appointed	Expiration of Term
VACANT	1		1/30/2017
Christopher Burright	2	1/27/2015	1/30/2017
Georgeanne Hulbert	3	1/27/2015	1/30/2017
Elaine Roberts Musser	4	3/10/2015	1/30/2017
Mardi Bagan	5	2/10/2015	1/30/2017
Peggy Goldstein	At-large (Board Appt'd)	3/10/2015	1/30/2017
Dawn Myers Purkey	At-large (Board Appt'd)	3/10/2015	1/30/2017
Ryenn Austin-Brown	At-large (Board Appt'd)	2/24/2015	1/30/2017
Louise Bettner	At-large (Board Appt'd)	3/10/15	1/30/2017
Jesse Salinas	CAO or designee	7/12/2011	No limit
Cass Sylvia	Public Guardian	1/26/2010	No limit
Benjamin Garman	Wdld Comm. on Aging	8/21/2012	No limit
Evelyn Mendez	Davis Commission on Aging	10/10/2013	No limit
Elena Birch	W. Sac. Comm. on Aging	3/16/2010	No limit

How to apply to be a member of this committee:

Individuals interested in serving on this advisory body may submit an application to the Yolo County Board of Supervisors' Office, 625 Court Street, Room 204, Woodland, CA 95695 or by completing an application on our website at www.yolocounty.org> Residents> Advisory Bodies. For more information please call the Clerk of the Board at (530) 666-8195.

Last updated: 3/13/15

File #: 14-636, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Purchase of Three Replacement Motorcycles for the Police Department

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of three (3) replacement Honda motorcycles for the Police Department.

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org, 530-661-5956

Council Goal

Maintain City Infrastructure - Ensure appropriate resources in support of the Police Department in the amount of $71,072.28.

Fiscal Impact

The new Honda motorcycles will replace three older motorcycles, two of which have reached or exceeded their programmed end-of-life, and one that was wrecked and deemed a “total loss” in August 2013. The total cost for the replacement of all three motorcycles is $71,072.28, which includes the price of the vehicles, up-fit expenses, and applicable taxes. This amount will be funded from the Fleet Replacement Reserves. The total amount budgeted for these three motorcycles is $77,349.82, which will leave a remaining balance of $6,277.54 that will be used to cover other incidental costs. Unused funds will return to the Fleet Reserve Fund and be applied towards the total Police vehicle reserve fund.

Background

City Council previously approved the replacement of these motorcycles during the Fiscal Year 2014/2015 budget review cycle. Fleet Services met with Police staff in early August to gain their input on the specifications they needed on their new vehicles. It was determined during the meeting that Police staff needed Honda motorcycles with specific lighting and communication equipment.

Fleet Services invited competitive bids based on these requirements by advertising the bid on the City’s public website and in the Daily Democrat for 10 days. Three bids were received from Hollister Powersports in the amount of $71,072.28, Huntington Beach Honda in the amount of $82,739.40, and Long Beach BMW in the amount of $82,326.96. The proposal from Long Beach BMW was for BMW motorcycles, not Honda as specified in the Notice Inviting Bids; therefore, their proposal was removed from consideration. Staff recommends awarding the purchase to the lowest bidder, Hollister Powersports.

Discussion

Although Council approved the budget to replace the three motorcycles, 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 the City Council. Fleet Services will create a purchase order once Council approves the purchase. The dealership will place the vehicles on order once the purchase order is received from the City. It will take approximately 6-7 weeks for delivery after the order has been placed. Once the new motorcycles arrive, Fleet Services will need about two weeks to "in-process" the vehicles before they are released to the Police Department.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of three (3) replacement Honda motorcycles for the Police Department.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Greg Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: Hollister Powersports Quote
Huntington Beach Honda Quote
Long Beach BMW Quote
Resolution

HOLLISTER POWERSPORTS
411 SAN FELIPE ROAD, HOLLISTER CA 95023
tel 831.630.5200
fax 831-630.5706
www.hollisterpowersports.com
REY SOTELO GENERAL MANAGER

3-5-2015

CITY OF WOODLAND, CA PD

BID FOR HONDA

2015 ST1300PAE MOTORCYCLE

HONDA 2015 ST1300PAE BASE PRICE $16,533

OPTION A COST $960

OPTION B COST $800

OPTION C COST $548

OPTION D COST $725

OPTION E COST $736

OPTION F COST $236

OPTION G COST $549

OPTION H COST $524

OPTION I COST WITH RADIO EQUIPMENT $6294

SUB TOTAL FOR OPTIONS (WITH RADIO EQUIP) $27905

DOC FEE $80

SALES TAX 8.25 % $2308.76

CA TIRE FEE %3.50

TOTAL FOR OPTIONS (WITH RADIO EQUIP) AND DELIVERY $30297.26

OPTION I COST WITH RADIO INSTALLATION ONLY $191

SUB TOTAL FOR OPTIONS (WITHOUT COST OF RADIO) $21802

DOC FEE $80

SALES TAX 8.25% $1805.26

CA TIRE FEE $3.50

TOTAL FOR OPTIONS (WITHOUT COST OF RADIO) AND DELIVERY $23690.76

DISCOUNT 1% NET 20

TERMS NET 45 DAYS

DELIVERY EST IS 6 WEEKS FORM THE DAY WE RECEIVE MOTORCYCLES FROM HONDA NORTH AMERICA

ADDENDUM NO 1 READ AND ACKNOWLEDGED BY REY SOTELO, GENERAL MANAGER, HOLLISTER POWERSPORTS 3-5-2015

SIGNED 3-5-2015

City of Woodland

Public Works Department Fleet & Facilities Division 655 N. Pioneer Avenue • Woodland, CA 95776 • (530) 661-5956

Notice Inviting Bid Changes and Additions for Police Department Motorcycles,
ADDENDUM NO. 1, Issued March 4th, 2015
No Change in Bid Opening Date Bids To Be Opened On:
March 9, 2015_@ 4:00p.m.

This addendum shall hereby be made a part of the contract documents to the same extent as though it was originally included.

The Notice Inviting Bids is hereby clarified, corrected and changed as indicated below.

1. Changes/Clarifications

Part/Section	Description of Change	Page
Part 2/Section 2.2/Subsection i "Radio Installation"	NOTE: City of Woodland will provide the radio and communication equipment for (3) motorcycles. Dealership must provide a quote for installing the equipment based on the following listing: (see Notice Inviting Bids for bulleted list of communication equipment)	4

Bidder shall acknowledge receipt and examination of this addendum by writing the addendum number on the bid form within the sealed bid proposal. Failure to do so may result in the disqualification of the proposal.

Approved by:

Troy Thompson, FMP
Fleet & Facilities Manager
City of Woodland

RECEIVED AND ACKNOWLEDGED 3-5-2015
REY SOTELO

GENERAL MANAGER HOLLISTER POWERSPORTS

2.2. Description and Options

1. 2015 or newest year model Honda ST1300PAE Motorcycle

a.**"Front Facing by windshield"**
1 RED facing forward (Steady)
1 BLUE facing forward (flashing)
1 Sound Off Flasher unit (Wig Wag)
2 White LED Takedown lights (1300-Takedown) **
2 Stainless Steel Mounting bolts for front facing lights.
2 Aluminum Mounting Brackets for Front Facing Lights.
1 Red mounted on dash to warn of rear lights being on (12VBFR)
TOTAL FOR OPTION A $960.00

b.**"Side-Mounted "**
2 BLUE (FLASHING) on side of front cowls @ 45 degree angle
2 Aluminum Mounting wedges for Front side cowl lights
2 BLUE/RED (FLASHING) on sides of Radio Box
TOTAL FOR OPTION B $800

c.**"Rear of Bike"**
1 BLUE (FLASHING) right on rear antenna mount
1 RED (FLASHING) left on rear antenna mount
1 BLUE/AMBER (FLASHING) above license plate
1 Aux LED Brake light with deceleration module
2 Blue LED Marker lights mounted on license plate frame
1 HBH License Plate Frame
TOTAL FOR OPTION C $548

d.**"Siren"**
1 Compact 100 WATT Electronic PA Speaker
1 Siren Mount
1 100 Watt Siren
1 ST13 Wiring Harness
TOTAL FOR OPTION D $725

e.**"Accessories"**
1 Chrome front & rear small rear guards
1 Baton & Flashlight holder mounted on right front guard
1 Notepad holder mounted on tank
TOTAL FOR OPTION E $736

f. **"Heated Grip Package"**
1 Heated Handgrips by Oxford
1 Hondaline Accessory harness for Handgrips
1 Hondaline 12 volt accessory plug
TOTAL FOR OPTION F $236

g. **“Battery Upgrade”**
1 Battery Upgrade Kit (1300-Batt and PC545 Battery)
1 Battery Charger
1Cycle-Pal 30 minute**
TOTAL FOR OPTION G $549

h.**“Rifle Rack”**
1 1300-M4 Rifle Rack
1 SC-5#2 Gunlock
1 SC-9311 Muzzle Cups
1 Gun Lock Timer
TOTAL FOR OPTION H $524

i. **“Radio Installation”**
NOTE: Dealership will provide the following radio equipment on two (2) of the motorcycles, and the City of Woodland will provide this same radio equipment on one (1) motorcycle. Dealership must provide quotes for radios and installation on two (2) bikes, and installation only on one (1) bike.

- Radio Model # APX 7500
- Set-com Item # MWD13-31
- Palm mic Item # W22
- Remote mount motorcycle Item # G67BA
- 05 Control head Item # G442
- ENH: Conventional Operation Item G48
- ENH: SW Astro ready Item # G241
- Auxiliary Speaker motorcycle Item # B18
- Audio cable adapter Item # HKN615B
- Antenna VHF ¼ wave Item # Rad4004ARB

TOTAL FOR OPTION I $6294

TOTAL FOR OPTION I (RADIO INSTALLATION ONLY) ONE MOTORCYCLE $191

HUNTINGTON BEACH
HONDA
17555 Beach Blvd. • Huntington Beach, CA 92647
Tel - 714.842.5533 • Business Fax - 714.842.5181
Parts/Service/Sales Fax - 714.848.5492 • www.hbhonda.com

HONDA POWERHOUSE

March 9, 2015

Police Department 2015 or newest year model Honda Motorcycle ST1300PAE [F]

City of Woodland
655 N. Pioneer Avenue
Woodland, CA 95695

Attn: Troy Thompson 530-661-5956

Huntington Beach Honda can provide three 2015 Honda Police Motorcycle ST1300PAF, or latest year model available per the attached bid specifications: Paragraph 2.2 Decscription and Options. Huntington Beach Honda [HBH] will install city provided radio and communications equipment. HBH will provide ST1300 Radio Head Brackets, Auxillary 1.2 amp back up radio battery, and 6 amp unidirectional diode. We require the actual rifle to make a correct rack. Without the rifle, we can provide a rack that the city can modify accordingly. The bikes will be delivered within 45 days of city supplied equipment.

Per Bike, net 20 days, FOB Woodland California:

	$16,533.00	ST1300PAF
	$8,991.36	Installed Equipment and Radio ($7,551.11 taxable) ($1,440.24 non taxable)
	$65.00	California Doc Fee
$1986.94	~~$2,047.15~~	Sales Tax 8.5% [adjust to correct if necessary]
8.25%	$3.50	California Tire Tax
	~~$27,640.01~~ $27,579.80	Total per bike.
	~~$82,920.30~~ $82,739.40	Three Honda ST1300PAF Police Motorcycle with specified emergency equipment

Sincerely,

Roger Smith
President

LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806
Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

R 1200 RT-P Motor Pricing Form

K52 SF

Revised 12-17-2014

	Color	Option Code
1	Night Black & Alpine White III	753
0	Night Black (special order)	716
0	Alpine White III (special order)	751
0	Saphir Blue (Michigan State Police Blue)	755
0	Glacier Silver Metallic (South Carolina State Police)	N99

Quotation:

City of Woodland

Special Order Options Do Not Commit To Bids Without First Confirming Availability

		Option Code	Retail Price	Motorcycle
				$20,111.70
0	Dynamic ESA	191	$950.00	$0.00
0	Gear Shift Assist Pro	222	$475.00	$0.00
0	GPS Preparation	272	$204.55	$0.00
0	Dynamic Package (204, 219, 224)	238	$400.00	$0.00
0	Chrome Exhaust	350	$150.00	$0.00
0	Additional Fog Lights	562	$550.00	$0.00
0	Public Address Microphone	599	$564.77	$0.00
0	Fire Extinguisher	666	$175.00	$0.00
0	High Seat Black	610	$0.00	$0.00
0	Low Seat Black	776	$0.00	$0.00
	The Options Below are Standard Order Deck - Removal is only by Special Order - Option Delete			
1	Heated Seat	518	$159.09	$159.09
1	Tire Pressure Monitoring	530	$250.00	$250.00
1	Cruise Control	538	$350.00	$350.00
1	Weather Protection	649	$247.73	$247.73

Qty Per	Item Description	BMW P/N	Order #	Retail	Total Retail
	Emergency Warning Lights (10)				
4	Red LED-X Light	63 17 2 361 718	4	$108.36	$433.46
5	Blue LED-X Light	63 17 2 361 719	5	$108.36	$541.82
1	Amber LED-X Light	63 17 2 361 720	1	$108.36	$108.36
0	White LED-X Light	63 17 2 361 721	0	$117.09	$0.00
	Rear Duplex Emergency Warning Light (1)				
0	Duplex LED-X Red / Red	63 17 2 361 728	0	$345.88	$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	$378.25	$0.00
0	Duplex LED-X Red / Blue	63 17 2 361 730	0	$362.06	$0.00
1	Duplex LED-X Blue / Amber	63 17 2 361 731	1	$362.06	$362.06
	Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1)				
6	White Torus LED TDL/Alley	63 17 2 361 722	6	$76.91	$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	$72.81	$145.62
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	$56.64	$113.27
0	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	0	$143.61	$0.00

Non-BMW Options or Additional Labor Operations Provided by Dealer

Install agency supplied radio and communications	$416.00
Terms Net. 30	$0.00
60-90 ETA	$0.00
Charles Berthon	$0.00
	$0.00

Units
1

Quotation valid for 60 days from date noted below.
2/15/2015

Total Price - Page 1	$2,582.04
Total Price - Page 2	$739.32
Total Price - Page 3	$0.00
Dealer Basic Assembly / Preparation	$ 416.00
Motorcycle Freight	$495.00
Total Retail Price per Unit with Options	$25,350.87
8.25% State Sales Tax (if applicable)	$2,091.45

LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806
Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

Total Retail Price per Unit with Options **$27,442.32**

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1200 RT-P Motor Pricing Form

K52 SF

Quotation for:

City of Woodland

Additional Accessories

Qty Per	Item Description / Additional Accessories	BMW P/N	Order #	Retail	Total Retail
	Dealer Installed Options				
0	Hill Start Control - Enabling Code	77 23 8 536 874	0	$285.95	$0.00
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	$459.41	$0.00
0	Shift Assistant Pro - Enabling Code	13 61 8 545 879	0	$65.75	$0.00
0	BMW Sport Exhaust System	77 11 8 543 042	0	$974.40	$0.00
	Convenience Options				
0	Extra Ignition Key	51 25 7 681 202	0	$48.99	$0.00
0	Stock Side Stand "Kicker" Peg	46 53 2 153 834	0	$19.41	$0.00
0	Map Light	71 60 2 407 772	0	$104.12	$0.00
0	Work Light	71 60 7 705 570	0	$39.48	$0.00
0	Note Pad Holder	65 14 0 421 315	0	$42.35	$0.00
0	POLICE Decal Set	82 00 0 419 312	0	$70.51	$0.00
0	Rear Flashlight Holder - Right or Left	71 60 2 407 773	0	$154.41	$0.00
0	Rear Flashlight / PR24 Holder - Right	71 60 2 407 775	0	$198.53	$0.00
0	Rear Flashlight / PR24 Holder - Left	71 60 2 407 776	0	$198.53	$0.00
0	Rear Vertical Shotgun Mount	65 14 0 445 541	0	$471.18	$0.00
1	M4 Combat Assault Rifle Mount	65 14 2 153 836	0	$552.71	$0.00
1	Shotgun / Assault Rifle Mounting Bracket	71 60 2 407 777	1	$52.06	$552.71
0	LAPD Rear Gun Lock Release	71 60 2 408 078	1	$211.76	$52.06
0	Heated Seat - Low	52 53 8 544 786	0	$308.66	$0.00
0	Heated Seat - High	52 53 8 544 792	0	$308.66	$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	$41.14	$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 8 551 897	1	$134.55	$134.55
0	BMW Battery Charger II (1.25 Ah)	72 11 0 419 496	0	$52.76	$0.00
0	Power Socket Plug	61 13 8 060 106	0	$18.64	$0.00
0	Motorcycle Full Cover	71 60 2 212 962	0	$95.59	$0.00
0	Motorcycle Half Cover	71 60 2 212 204	0	$34.41	$0.00
0	Rocker Cover Protector Set	77 14 8 533 693	0	$318.46	$0.00
	Video Integration				$0.00
0	Mobile Vision Display Mount	65 14 0 431 465	0	$39.79	$0.00
0	Video System Camera Mount	71 60 2 407 779	0	$44.71	$0.00
0	Road Warrior Display Head Mount	65 14 0 445 539	0	$30.45	$0.00
0	Road Warrior Processor Mount - Radio Box	65 14 2 153 832	0	$34.86	$0.00
0	Video System Icon Connection Plug	71 60 2 407 780	0	$5.40	$0.00
	GPS Navigation				$0.00
0	BMW Navigator V GPS Kit Complete	77 52 8 536 090	0	$708.62	$0.00
0	GPS Dashboard - Upper	77 31 8 545 667	0	$100.41	$0.00
0	GPS Dashboard - Lower	77 31 8 545 668	0	$84.95	$0.00
0	GPS Release Push Button	46 63 8 542 042	0	$1.31	$0.00
0	GPS Mount Cradle	77 52 7 721 941	0	$123.85	$0.00
0	Car Kit for Navigator V	77 52 8 544 460	0	$113.14	$0.00

LONG BEACH BMW MOTORCYCLES

2125 E. Spring Street • Long Beach, California 90806
Mailing Address: P.O. Box 90639 • Long Beach, California 90809-0639
562.426.1200 • 562.426.1157 Fax • www.longbeachbmwmotorcycles.com

	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	$78.53	$0.00
0	Tank Top Bag	77 45 8 543 227	0	$262.74	$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Estimated Pricing - Final Pricing not yet received.

R 1200 RT-P Motor Pricing Form

K52 SF

Quotation for:

City of Woodland

Additional Accessories

Qty Per	Item Description / Additional Accessories	BMW P/N	Order #	Retail	Total Retail
	Radio Options				
0	Radio Power Plug Connector	82 00 0 419 534	0	$5.82	$0.00
0	Radio Speaker Plug	71 60 2 407 781	0	$5.92	$0.00
0	Microphone Attachment Mount	71 60 2 408 075	0	$25.59	$0.00
0	Kustom/Stalker/MIC Remote Attachment Mount	71 60 2 407 778	0	$10.59	$0.00
0	Radio Quick Mounting Plate	71 60 2 408 076	0	$32.94	$0.00
0	Helmet Headset Interface Plug	71 60 2 407 782	0	$6.35	$0.00
	Accessory Connection Plugs				
0	Accessory Connection Plugs (3)	71 60 2 407 783	0	$6.55	$0.00
0	Tyco DUAC Release Tool w/sockets (25)	71 60 2 407 784	0	$35.12	$0.00
	Radar Options				
0	Front 12v Power Outlet (lighter style)	71 60 2 407 785	0	$53.65	$0.00
0	Radar Connection Plug	71 60 2 407 786	0	$5.22	$0.00
0	Kustom Eagle Display Head Mount	71 60 2 407 787	0	$42.35	$0.00
0	Kustom Raptor Display Head Mount	71 60 2 407 788	0	$42.35	$0.00
0	Kustom Raptor Radar Counter Mount	65 14 2 153 829	0	$31.33	$0.00
0	Kustom Ka Band Front & Rear Antenna Mounts	71 60 2 407 789	0	$64.41	$0.00
0	Kustom K Band Front & Rear Antenna Mounts	71 60 2 407 790	0	$67.06	$0.00
0	Kustom Radar Remote Control Mounting Plate	71 60 2 407 791	0	$21.18	$0.00
0	Kustom/Stalker/MIC Remote Attachment Mount	71 60 2 407 778	0	$10.59	$0.00
0	Stalker DSR 2X Display Head Mount	71 60 2 407 792	0	$41.47	$0.00
0	Stalker Dual Waterproof Display Head Mount	71 60 2 407 793	0	$61.18	$0.00
0	Stalker Front & Rear Antenna Mounts	71 60 2 407 794	0	$64.41	$0.00
0	Stalker Radar Remote Control Mounting Plate	71 60 2 407 774	0	$22.94	$0.00
0	Stalker Radar Counter Mount (radio box lid)	71 60 2 407 795	0	$30.45	$0.00
0	Kustom Talon Radar Gun Mount	71 60 2 407 796	0	$176.47	$0.00
0	Decatur Genesis Radar Gun Mount	71 60 2 407 797	0	$176.47	$0.00
0	Kustom Pro-Laser 3 Lidar Gun Mount	71 60 2 407 798	0	$176.47	$0.00
0	Kustom Pro-Laser 4 Lidar Gun Mount	71 60 2 407 799	0	$176.47	$0.00
0	Stalker II Radar Gun Mount	71 60 2 407 800	0	$176.47	$0.00
0	Stalker X-Series Lidar Gun Mount Bracket	71 60 2 407 801	0	$176.47	$0.00
0	LTI 20/20 Lidar Gun Mount	71 60 2 407 802	0	$176.47	$0.00
0	LTI TrueSpeed Lidar Gun Mount	71 60 2 407 803	0	$176.47	$0.00
0	LTI TrueSpeed S/Sx/Se Monocular Mount	71 60 2 407 804	0	$176.47	$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PURCHASE OF THREE (3) HONDA MOTORCYCLES FROM HOLLISTER POWERSPORTS

WHEREAS, the City of Woodland wishes to purchase three (3) replacement Honda Motorcycles in the amount of $71,072.28;

WHEREAS, the new Honda Motorcycles will replace three older motorcycles that have been previously approved by Council in the Fiscal Year 2014/2015 budget;

WHEREAS, proposals were received from Hollister Powersports in the amount of $71,072.28, Huntington Beach Honda in the amount of $82,739.40, and Long Beach BMW in the amount of $82,326.96;

WHEREAS, the City of Woodland wishes to purchase the three new motorcycles from Hollister Powersports;

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 three Honda Motorcycles from Hollister Powersports in the amount of $71,072.28.

PASSED AND ADOPTED by the City Council on this 7th day of April 2015, 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

File #: 14-659, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Approval to Execute Cooperative Fuel Services Purchasing Agreement with Inter-State Oil, Inc.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a cooperative purchasing agreement with Inter-State Oil, Inc. for card-lock fuel services in an amount of $0.084 cents above Sacramento Oil Price Information Service (OPIS) average for unleaded fuel, and $0.085 cents above Sacramento OPIS average for diesel fuel through June 30, 2018.

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org

Council Goal

The recommended fuel purchase is consistent with Council's Priority Goals for Economic Development, Fiscal Responsibility and Organizational Effectiveness:

Economic Development - awarding approximately $1,487,962.80 of fuel purchases over three years to Inter-State Oil, with a branch office in Woodland. The City currently uses Wright Express, a global card-lock services vendor with no offices in California. With Wright Express, the City has been paying retail price and a $2.00 card fee for each card per month.

Fiscal Responsibility - realizing cost savings by 1) purchasing fuel at wholesale prices versus retail prices which would save the City at least $15,000 per year, 2) eliminating the $2.00 card fee per card that the City currently pays, which would save the City $5,856 per year, and 3) increasing pricing competitiveness and lowering capital costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program.

Organizational Effectiveness - collaborating with Yolo County on this cooperative purchase will encourage future dialogue between both agencies to better serve the community.

Fiscal Impact

The City can save a significant amount of fuel costs by transitioning to an OPIS-based pricing system from a retail pricing system. For instance, on February 13th, 2015, the average price for retail fuel in Woodland was

$2.812, whereas the price per gallon through Interstate Oil would have been $1.9512 on that same day. Using this price per gallon as a reference point, and assuming that the City's historical gallons of fuel consumption remains the same, staff anticipates the price per gallon reduction would save the City at least $15,000 per year on price per gallon of fuel alone. The City would also save $5,856 per year by not being charged a $2.00 per card per month fee, as it now is charged by Wright Express.

The recommended purchases will be made from the Fleet Services operating budget (Fleet Fund, 010-084-7841 -5628) and subsequently charged to the using departments through the annual variable rate collection process. Purchases will be made on an "as-needed" basis. Sufficient funding is available in the Fleet Services FY2014/15 operating budget for purchases through June 30, 2015. Purchases made after June 30, 2015 are subject to funding availability in the adopted budget of the applicable fiscal year.

Background

The City entered into a cooperative purchasing bid with Yolo County for fuel services in January 2015. Yolo County Purchasing Office was the primary coordinator throughout the bidding process. Two proposals received were from Inter-State Oil and Ramos Oil. Bids were evaluated based on the following criteria: a) quality of the product(s) to be supplied, availability and adaptability of the supplies or the contractual services to the particular use required; b) conformity to the specifications; c) the purpose for which required, delivery time required; d) life cycle cost on the basis of total cost of ownership; e) reputation, judgment and experience; f) the quality of performance in previous contracts; g) ability to provide maintenance and service; and h) discount terms and other criteria set forth in the Notice Inviting Bids.

Yolo County Purchasing Office rejected the Ramos Oil bid on the basis of the company submitting an incomplete proposal package that did not meet the requirements of the Notice Inviting Bids. The Ramos Oil bid was, therefore, deemed non-responsive. This action incidentally placed Inter-State Oil as the contract award winner, offering fuel prices at $0.084 cents above OPIS price for gasoline and $0.085 cents above OPIS price for diesel through its card-lock service.

Discussion

The proposed purchase will be made under a Standard Services Agreement for a three (3) year and two (2) month initial term beginning on May 1st, 2015 and ending on June 30th, 2018. The Agreement also specifies the option for the City to extend the contract for two (2) additional one (1) year periods with the recommendation of the City Manager and the approval from City Council. The Agreement has been reviewed by the City Attorney and sent to the Inter-State Oil Woodland Branch Manager for review and signature; it is attached to this report for Council review.

Inter-State Oil has been under contract with Yolo County since 2010, and has consistently provided lower prices per gallon of fuel than its competitors in the region. Inter-State Oil is based in Sacramento but has a branch office in Woodland.

The Interstate Oil card-lock system is a convenient method for fueling City vehicles. Each vehicle and equipment will be assigned its own fuel card; the fuel cards will work at any Pacific Pride and Fuelman fueling location around the country. There are currently three (3) Pacific Pride locations and thirteen (13) Fuelman locations in Woodland; the thirteen Fuelman locations are listed as an attachment to this report.

The City will be charged OPIS prices at the Pacific Pride locations in Woodland only since these locations are owned by Inter-State Oil; and the City will be charged retail prices at the Fuelman locations. In order for the City to maximize its cost savings under this fuel purchasing program, staff must fuel at the Pacific Pride locations in Woodland owned by Inter-State Oil. These stations are located at:

801 East Street
454 N. East Street
183 W. Main Street

Staff traveling out of town will be encouraged to consult Fleet Services before the trip to understand where the Pacific Pride and Fuelman fueling stations which are located in the city where they will be. Staff can also lookup the locations themselves by visiting their respective websites. Staff will also have the option of using a City Visa CalCard, if one has been issued to them, if they have to use a different fueling station other than the Pacific Pride or Fuelman networks.

Fleet Services will have the control to turn on or off the ability for each fuel card to work at certain fueling stations. The most ideal scenario would be for drivers to fuel at the three Pacific Pride stations in Woodland unless there is an emergency situation that would warrant the need for the vehicle to be fueled at a retail location. Fleet Services may turn off the ability for certain cards to be used at retail locations if it is found that drivers are fueling at retail stations without a reasonable cause.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute a Standard Services Agreement with Inter-State Oil, Inc. for fuel services in the amount of $0.084 cents above Sacramento OPIS average for unleaded fuel, and $0.085 cents above Sacramento OPIS average for diesel fuel through June 30, 2018.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Greg Meyer, Public Works Director

Paul Navazio

Paul Navazio, City Manager

Attachments: Fuel Bid
Standard Services Agreement
Fuelman Locations
Resolution

Solicitation AUDIFBKK1501

Unleaded Gasoline and Diesel Fuel

Bid designation: Public

Yolo County

Bid AUDIFBKK1501
Unleaded Gasoline and Diesel Fuel

Bid Number	**AUDIFBKK1501**
Bid Title	**Unleaded Gasoline and Diesel Fuel**
Bid Start Date	**Jan 7, 2015 10:33:01 AM PST**
Bid End Date	**Feb 26, 2015 4:00:00 PM PST**
Question & Answer End Date	**Feb 19, 2015 4:00:00 PM PST**
Bid Contact	**Karen Kawelmacher** **Lead Buyer** **530-406-4873** **karen.Kawelmacher@yolocounty.org**
Contract Duration	**See Bid Documents**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**

Bid Comments

The County of Yolo is requesting bids from qualified Suppliers to provide Unleaded Gasoline and Diesel Fuel for the Yolo County and City of Woodland per specifications outlined in this Invitation for Bid (IFB).

Bidders who submit a response to this IFB must have the ability to meet the bid specifications and requirements, including the Purchase Order General Terms and Conditions contained in this IFB. All bids are to be FOB Destination and Net 30 Payment Terms.

All questions regarding this IFB are to be directed to Karen Kawelmacher in the "Question & Answer," section of this solicitation. Failure to adhere to this process may disqualify potential bidder. The County is not responsible for any oral or written interpretations from any other person.

Please submit all bids electronically via BidSync, unless otherwise stated.

The County of Yolo advises that interested parties periodically check the websites, including but not limited to BidSync, and/or other county links for modifications. The County of Yolo is not responsible for misunderstandings of a solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to solicitation documents, and/or other information regarding this solicitation. Failure to periodically check these websites will be at the bidder's sole risk.

Item Response Form

Item	**AUDIFBKK1501--01-01 - Unleaded Gasoline and Diesel Fuel**
Quantity	**1 each**
Unit Price	
Delivery Location	**Yolo County** No Location Specified **Qty** 1

Description

Please note this is just a place holder that must be filled in to complete bid on line. All pricing must be submitted on Bid Form.

COUNTY OF YOLO

Purchasing Division of General Services

INVITATION FOR BIDS

For

Unleaded Gasoline and Diesel Fuel

Bids Due:
Thursday, February 26, 2015 at 4:00pm

In the Purchasing Division
625 Court Street, Room 103
Woodland, CA 95695

BUYER: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

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SECTION I. INVITATION

Bids are invited for Unleaded Gasoline & Diesel Fuel for countywide use as specified herein. This bid will include both a Proprietary Cardlock Gasoline and Diesel Fuel System as well as delivery of product to different site locations within Yolo County and the City of Woodland. All products and services shall be performed per specifications outlined in this bid.

Annually Yolo County uses approximately 25,000 gallons of on-road diesel, 233,000 gallons gasoline, 11,610 gallons of off-road diesel and 644 gallons of off-road gasoline, spending approximately $1 million dollars per year. The City of Woodland uses approximately 85,000 gallons of gasoline and 36,500 gallons of diesel, spending approximately $460,000 per year.

Purchases will be made on an "as requested" basis during the five (5) year and three (3) month contract period tentatively beginning 4/1/15-6/30/20. The price adjustment for fuel shall remain firm during the entire contract period. There is no guarantee as to the total amount to be purchased during the awarded period.

Original Term: 4/1/15-6/30/18
1st Additional Term: 7/1/18-6/30/19
2nd Additional Term: 7/1/19-6/30/20

Bidders who submit a response to this IFB must have the ability to meet the requirements, including the terms and conditions contained in this IFB

All questions regarding this Invitation to Bid are to be directed to Karen Kawelmacher in the "Question & Answer," section of this solicitation. Failure to adhere to this process may disqualify potential bidder. The County is not responsible for any oral or written interpretations from any other person.

SECTION II. GENERAL INSTRUCTIONS TO BIDDERS

A. **SYNONYMOUS TERMS:** As used throughout this bid and its attachments, the following terms are synonymous:

1. a. Supplier, Vendor, Contractor, Successful Bidder
   b. Purchase Order, Contract, Agreement
   c. Services, Work, Scope, and Project

2. "The County" refers to the County of Yolo, California.

B. **INSTRUCTIONS TO BIDDERS:** Bids must be received by the posted due date and time. Bids received after the deadline will be late and ineligible for consideration. The total bid excluding sales tax must appear on the bid form as indicated. Bidder is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated. If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days "After Receipt of Order" (ARO). Bids quoting delivery beyond the requirement may be rejected. The County is not liable for any costs incurred by those submitting bids.

C. **PRICES QUOTED:** All prices quoted shall be F.O.B destination, freight prepaid (bidder pays and bears freight charges, bidder owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes. Exemption certificates will be furnished upon request. If no term discount is offered, the terms portion of the bid form shall state, "Net 30." The County reserves the right to hold bids for a period of ninety (90) days from the date of opening before awarding or rejecting said bids.

D. **SUBMITTING YOUR BID:** Yolo County prefers the bids to be submitted electronically through BidSync, free of charge. If the bidder chooses to submit the bid directly to the Purchasing Division in writing: the bid must be signed in ink, sealed in a properly addressed envelope, and delivered to Yolo County Purchasing, 625 Court Street, Room 103, Woodland, CA 95695, by the due date and time or the bid will be returned unopened. The bid number and due date must appear on the outside of the envelope. Written bids must be submitted on the form(s) provided in the bid. If any modification, correction, or addition is needed after a bid has been submitted the bid must be withdrawn in writing. Bidder is then to submit the new bid by due date and time or will be considered late and rejected. Telephone or facsimile bids will not be accepted. Separate bids must be submitted for each Invitation for Bid (IFB) issued by the County separately through BidSync or sealed in separate envelopes properly marked. By submitting a response, bidder acknowledges and accepts all Terms and Conditions, Provisions contained in this IFB.

E. **ADDENDA:** Any additional information not included in this solicitation which the County finds necessary and material to responding to the IFB will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

F. **INCOMPLETE AND ALTERED BIDS**: Incomplete or altered bids and bids containing items not called for in the bid may be rejected. Forms submitted other than those furnished by the County may also be rejected.

G. **INTERPRETATION OF BID DOCUMENTS:** Any conflicts or ambiguity in the bid documents should be brought to the attention of the contact person identified in the bid. Such requests shall be made in writing through BidSync in the Question & Answer section of the solicitation prior to the last day for submittal of questions listed in the solicitation. The County is not responsible for oral interpretations; they shall have no legal or contractual effect and they shall not be binding.

H. **COUNTY'S/CITY'S RIGHTS:** The County and City reserves the right to accept or reject any or all bids, and/or parts of bids and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process, whenever it is determined to be in the County's best interest. This IFB is not an offer to buy. The County & City also reserves the right to amend this process at any time, or to award more than one contract, award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the County and City. The County and City reserves the right to purchase quantities by necessity regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder. In the event a single bid is received the County reserves the right to turn the received bid into a negotiated procurement.

I. **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Bidder's ability to perform. The Purchasing Agent reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

J. **BONDS:** When a bid bond is required, every bid shall include a surety company certified bid bond or cashiers check made payable to Yolo County, 625 Court Street, Room 103, Woodland, CA 95695, in the amount stated in the bid. Said amount to be forfeited to Yolo County should the Bidder, to whom the contract is awarded fails to enter into the contract in accordance with the bid. A performance bond will not be required, unless specifically stated in bid. If required, the bid bond would be returned when the performance bond was received. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of California and having a resident agent. When required certification of the performance bond shall be required following bid award and prior to the release of a purchase order.

K. **SAMPLES AND DEMONSTRATIONS:** Samples or inspections of product may be requested to determine suitability. Samples, when requested must be free of expense to the County and labeled with bidders company name and referenced item number from bid. Samples are to be removed by the bidder within 30 calendar days after award of bid or they may become the property of the County. Failure to provide samples or demonstrations as specified by the County may result in rejection of a bid.

L. **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of approved equal, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the County. In such cases, the County will be receptive to any unit that would be considered by qualified County personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the County, the bidder must state clearly in the bid any variance from the required specifications. It is the bidder's responsibility to provide adequate information, in the bid, to enable the County to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The County will be the sole judge in determining if the item bid qualifies as an approved equal.

M. **NON-WAIVER:** The County's failure to address errors or omissions in the bids shall not constitute a waiver of any requirement of this IFB by the County.

N. **AWARD:** The bid may be recommended by category to the lowest responsive and responsible bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following criteria may be considered by the County: a) quality of the product(s) to be supplied, availability and adaptability of the supplies or the contractual services to the particular use required; b) conformity to the specifications; c) the purpose for which required, delivery time required; d) life cycle costing on the basis of total cost of ownership; e) reputation, judgment and experience; f) the quality of performance in previous contracts; g) ability to provide maintenance and service; h) discount terms and other criteria set forth in this IFB. The County reserves the right to use those or other applicable criteria's that will serve in the best interest of the County. The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their response.

O. **PROTESTS:**

The County encourages suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its suppliers to encourage an ongoing pursuit to fulfill requirements.

Protest of RFP/BID Specifications:

Questions concerning specifications, requirements, terms and/or conditions of a solicitation should be directed to the RFP/IFB Coordinator. Notice shall be provided in writing no less than five (5) working days prior to the proposal due date. Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) working days after the notice of the proposed contract award to the respective Department Head. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a bidder/offeror.

Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protestor or protestor's representative;
3. The solicitation title and due date;
4. Name of County employee designated as the RFP/IFB Coordinator;
5. Identification of the statute or procedure that is alleged to have been violated;
6. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
7. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
8. The form of relief requested

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the Bid/RFP Protest and shall constitute a failure to exhaust administrative remedies. In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation. However, should a protester disagree with the conclusion of the Department Head, the bidder/offeror may submit a formal written request within five (5) working days from the date of the first determination made by the Department Head for further review to the County Administrator's Office (CAO). The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.
The Final Award will be subject to the approval of the County of Yolo County Administrator.

SECTION III. SPECIFICATIONS

1. Technical Specifications:

All products furnished shall conform to the State of California specifications shown below:

A. Regular Unleaded Gasoline:
   A. Minimum Octane Rating of 87 which shall be determined by using the R+M/2 Method.
   B. Comply with the requirements of American Society of Testing Materials (ASTM) D4815 latest version

B. Unleaded Plus Gasoline:
   1. Minimum Octane Rating of 89 which shall be determined by using the R+M/2 Method.
   2. Comply with the requirements of American Society of Testing materials (ASTM) D4815 latest version.

C. Unleaded Premium Gasoline:
   1. Minimum Octane Rating of 91.5 which shall be determined by using the R+M/2 Method.
   2. Comply with the requirements of American Society of Testing materials (ASTM) D4815 latest version.

D. Diesel #2 Ultra-Low Sulfur Fuel LSN2 must comply with requirements of American Society of Testing Materials (ASTM) D975 latest version.

E. Diesel #2 Ultra-Low Sulfur Fuel LSN2 (**red-dye**) must comply with requirements of American Society of Testing Materials (ASTM) D975 latest version.

Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All gasoline and diesel fuel shall have a minimum shelf life of one (1) year.

Approximate Usage:
Estimated annual quantities are given for each commodity. Approximate usage does not constitute an order, but only implies probable quantity the County and City may use. Fuel will be ordered on an as-needed basis. Actual usage less than estimated shall not affect the prices as bid and accepted by Yolo County.

CONTRACT TERM: The Contract period is for three(3) years and three (3) months with two(2) additional one(1) year periods, not to exceed five(5) years and three (3) months at the price(s) bid herein.

F.O.B. Destination:
Fuel site deliveries shall include delivery to various locations throughout the County of Yolo as specified within this bid. All prices for delivered fuel must be inclusive of any freight/delivery charges or fuel surcharges.

2. Delivery Facility Fuel Site Requirements:

A. Fuel site deliveries will include a combination of direct fueling of off-road equipment or filling tanks with specified quantities of fuel for use in off-road equipment and generators as requested by the Departments. No orders shall be delivered without an order being placed by the Department.

B. The County reserves the right to add additional locations or discontinue service to existing locations without any additional charges or a change in bid price structure

C. It shall be expected by the vendor to delivery any fuel orders placed by the County within forty eight (48) hours of time of order.

D. It shall be required that a metered ticket for each delivery of fuel, be delivered to the ordering Department. The ticket should show the purchase order number.

E. If the delivery vehicle is equipped with metered pumps, these pumps shall be currently certified as to accuracy by the California Department of Agriculture, Division of Weights and Measures.

F. If metering shall not be accomplished from the delivery vehicles at the time of delivery, a highway transportation receipt (H.T.R.), issued at the point where the fuel order was loaded on the delivery vehicle, shall be delivered to the ordering Department. At a minimum this H.T.R. shall show the date fuel loaded, carrier, truck number, quantity and type of fuel loaded, and temperature of the fuel when loaded.

G. All deliveries shall be temperature corrected to 60 degrees Fahrenheit.

H. All delivery trucks must comply with the current California Air Resources Regulations. Proof of compliance will be supplied by the awarded vendor when requested by the County.

I. If service on any County owned tank is required, the vendor will service the tank only at the County's request at the hourly price rate submitted in this bid.

J. Delivery dates and times must be coordinated with the County end users. All deliveries to be made Monday through Friday between the hours of 8:00am-4:00pm closed between 12:00pm-1:00pm unless special delivery restrictions or instructions are required by the requesting Department.

Below are a list of current delivery site locations for Yolo County:

ALL GASOLINE USED FOR OFF-ROAD VEHICLES/EQUIPMENT (exception PPW Integrated Waste Central Landfill 250 gallon tank)

FACILITY	ADDRESS	FUEL TYPE	TANK CAPACITY	EST. YR. GALLON USAGE
Juvenille Hall	2880 E. Gibson Rd. Woodland,CA. 95776	Diesel-Red Dye	Above ground/ 194 gallons	47.77
Information Tech/OES	120 W Main St. Woodland, CA. 95695	Diesel-Red Dye	Above ground/350 gallons	197
Monroe Jail	140 Tony Diaz Drive Woodland, CA. 95776	Diesel-Red Dye	Above ground/730 gallons	13.32
County Admin Bldg.	625 Court St. Woodland,CA. 95695	Diesel-Red Dye	Above ground/186 gallons	5.44
Bauer Health Bldg.	137 Cottonwood St. Woodland, CA 95695	Diesel-Red Dye	Above ground/194 gallons	22
Parks	1475 State Highway 16 Rumsey, CA. 95679 Cache Creek Canyon Campground	Diesel-Red Dye	Above ground/800 gallons	1491
Parks *********__**Tank supplied by vendor**__	1475 State Highway 16 Rumsey, CA. 95679 Cache Creek Canyon Campground	Regular Unleaded 87 Octane	Above ground/200 gallons	644
YCESSA-JPA	35 N. Cottonwood St. Woodland, CA 95695	Diesel-Red Dye	Underground/6000 gallons	747
PPW-Integrated Waste-Central Landfill	44090 County Rd. 28H Woodland, CA. 95776	Diesel-Red Dye	Above ground/350 gallons	200
PPW-Integrated Waste-Central Landfill	44090 County Rd. 28H Woodland, CA. 95776	Regular Unleaded 87 Octane	Above ground/250 gallons	2900
Microwave Tower	44090 County Rd. 28H Woodland, CA. 95776	Diesel-Red Dye	Above ground/396 gallons	79

Urgent Deliveries:
It shall be expected by the vendor to delivery any urgent fuel orders placed by the County within twenty-four (24) hours of the time that the orders were placed at no additional cost to the County. Urgent deliveries are not anticipated to occur often and should be kept at a minimum by the ordering department. There are no minimum requirements for urgent deliveries. All urgent deliveries shall occur during normal delivery hours between the hours of 8:00am-4:00pm unless special delivery restrictions apply by the requesting department.

Emergency Deliveries:
All deliveries requested outside the regular working hours of 8:00am to 4:00pm and County observed holidays shall be considered an emergency. Emergency deliveries may be placed by phone from the ordering department following by a facsimile containing the purchase order number on request. The emergency delivery fee will be billed at the rate designated in this bid. The emergency delivery fee will be invoiced separately, but must accompany the fuel invoice for payment.

Trip Charge:
During normal delivery hours of 8:00am to 4:00pm, unless other department restrictions apply, if the contractor attempts to deliver fuel to a delivery site location and is not admitted to the site for reasons beyond the contractor's control caused by the ordering department, the contractor will be paid a trip charge. Contractor will contact using department to re-schedule the delivery. The trip charge will be billed at the rate designated in this bid. Trip charge time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice, for the rescheduled delivery, for payment of the trip charge fee.

Standing Time:
The County will not be charged any additional fees for the amount of time it takes the contractor to fuel the County's off-road equipment or generator tanks.

Spillage:
The County has a "zero" leakage" standard for fuel transfer operations.

The vendor shall provide equipment and training of truck drivers to minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. The vendor will ensure that all equipment, tools and procedures used are in compliance with all applicable specifications and regulations governing such operations.

In the event of leakage or spillage, it shall be the vendor's responsibility to effect immediate containment, clean up, disposal and restoration activities in accordance with applicable State of California laws and regulations and subject to the County's satisfaction. All material associated with such clean up shall be removed by the vendor.

Method of Ordering:
Each User Department will have their own Blanket Purchase Order. County User Departments will place orders directly with the Vendor. An acknowledgment, confirmation, or delivery order number must be indicated in your response.

3. Cardlock Facility Site Location Requirements:

A. Must have the ability for fueling of large truck, trailer and equipment.

B. Must have multiple site fueling capabilities for convenience. Areas sites should include Woodland, Davis, West Sacramento, and areas outside Yolo County.

C. Must have twenty-four (24) hour access three hundred sixty five (365) days per year to fueling site locations.

D. Must have an emergency plan for fueling in case of an electrical outage (power source for pumps and card).

E. Must provide a hand ticket record when system is down.

F. Must inform County Fleet Services of pump outages at local stations which would increase driver's fueling time.

4. Cardlock Reporting and Billing:

A. Must have data patch capabilities to feed daily information into the County's CAMS fuel management software system (CSV file) and the City's Faster Asset Solutions System (CSV file). Systems must be live on April 1st contract start date.

B. Must provide initial, additional and replacement cards at no charge to both the County and City.

C. Must have the ability to limit access by "locking out" lost or stolen cards at the County's direction for both the County and City and offer system control features.

D. System must allow lockout of any individual card by Fleet Services via data link, or from a master location.

E. Provide Fleet Services with fuel charge detail (OPIS rate + tax + markup etc...) prior to or same day as transaction report.

Material Safety Data Sheet:
It is required by law that all hazardous materials must be identified and be accompanied with a "Material Safety Data Sheet" (MSDS) at time of delivery.

Substitutions:
Vendor will not be allowed to substitute any product ordered with other merchandise/products without the consent of the County User Department placing the order. If substitute products are delivered without approval, it will be the responsibility of the vendor to pickup those products at no charge or penalty to the County.

Rejected Product Deliveries:
Materials must meet specifications. The vendor shall immediately remove any rejected materials/products brought to the County at his or her own expense. Rejected materials/products shall never again be offered to the County. Vendor will be responsible for all costs and transportation charges incurred in replacing materials/products that do not meet all specifications.

5. Invoicing Documentation:
All invoices must show the contract pricing formula (OPIS PAD 5 Sacramento Regional Rack Price + Differential =Total Price per Gallon). At the close of each month the vendor shall submit a priced statement to include the following billing requirements:

A. Cardlock System Requirements:

1. Invoices are to be submitted to:
   a. Yolo County PPW-Fleet Services Department
   294 West Beamer St. Woodland, CA. 95695

   b. City of Woodland Fleet and Facilities Division
   655 N. Pioneer Ave. Woodland, CA 95776

2. Invoices information must include:
   - Fueling site location
   - Date and time of transaction
   - Miscellaneous codes - County vehicle number and cross reference
   - Employee name & card number.
   - Vehicle odometer reading
   - Product description
   - Gallons and price per transaction
   - Total gallons and dollars by product
   - Total by card.
   - Summary of fuel gallons
   - Applicable taxes
   - Purchase Order Number

B. <u>Delivery Facility Fuel Site Requirements:</u>

1. Invoices are to be submitted to each individual department.
2. Each delivery location is to be invoiced/credited separately.
3. <u>Invoice information is to include:</u>
   - Agency Name
   - Fuel site location
   - Date and time of transaction
   - Product description
   - Amount of fuel dispensed
   - Total gallons and dollars by product
   - Summary of fuel gallons
   - Applicable taxes
   - Purchase Order Number

<u>Service Representative</u>:
The vendor must provide a knowledgeable representative to respond to all questions regarding orders and billing.

6. <u>Minimum Vendor Requirements:</u>

A. Vendor shall possess all Federal, State and Local permits, licenses and approvals necessary to perform each aspect of the work or service required.

B. The vendor will make all necessary adjustments to software system(s) to interface with the Yolo County Fleet Services fleet management software system; currently Cascade Software Systems Cost Accounting Management Systems (CAMS) and the City of Woodland's Faster Asset Solutions System at no additional cost the County or City. The County and/or Cascade Software Systems will provide information needed for interface with the vendor. The City and/or Faster Asset Solutions will provide information needed for the interface with the vendor.
Vendor must export data as a CSV file, with the following data elements such as:

1. Site
2. Transaction Type
3. Card (card# & driver name)
4. Quantity of Fuel
5. Date
6. Time
7. Pump
8. Product
9. Vehicle

10. Odometer

C. The vendor will provide all transitional interfacing and continual uninterrupted service at date of contract.

D. Vendor shall provide a 24-hour, toll free line customer support service.

E. Vendor must provide a 24-hour phone number (beyond answering service) for emergency access only.

F. Vendor must provide all fuel cards and replacement cards at no expense to the County and City. Currently the County has approximately 500 active cards and 450 vehicles. The City has 257 active cards and 238 vehicles.
Single or multiple cards may be issued for specific vehicles and/or individuals and/or specific fuel types. Types of fueling cards will be requested based on the needs of the County and City.

G. Vendor shall have gasoline and diesel fuel supply contracts which shall assure the continuous supply of product during the contract period. Vendor must provide information with this bid showing information supporting their ability to supply, without major interruption, the products covered in the bid

7. AWARDED VENDOR REQUIREMENTS:

A. The vendor must supply Yolo County Fleet Department with 100 booklets showing their Northern California cardlock fuel site locations at no cost after award has been issued.

B. The vendor shall provide to the Purchasing Department a quarterly usage report(s) for all items sold by the vendor to the County during these periods. Report(s) shall be sorted by sales dollars for each using department and shall include a minimum of the following information: type of fuel, amount of fuel dispensed, total gallons and cost by fuel type. Reports are due by the end of the first calendar week October, January, April and July.

III. TERMS & CONDITIONS

A. FEDERAL, STATE, AND LOCAL LAWS: The successful bidder must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded bidder to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

B. GOVERNING LAW: If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

C. CALIFORNIA PUBLIC RECORDS ACT: All bids become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (PRA, California Government Code §6250 and following). The PRA contains limited exemptions. If proprietary information is contained in or attached to the bid, and you claim that it falls within one or more PRA exemptions, the bid must clearly mark that information, "Exempt from PRA." In the event of a PRA request for such information, the County will contact you and request that you agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless you agree to do so within five (5) business days, the County will disclose the information under the PRA.

D. NON-DISCRMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

E. **PUBLIC AGENCY:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this IFB with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

F. **ADDITIONAL PURCHASES:** Following the bid award, the Purchasing Agent may dispense with separate bidding for additional purchases of like item(s) from the successful bidder within a twelve (12) month period from the initial purchase date provided that the vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

G. **EXTENSIONS:** The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

H. **PRICE ESCALATION:** All prices are firm for a period of three (3) years from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions: 7/1/18-6/30/19 and 7/1/19-6/30/20. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

I. **INVOICES AND PAYMENT TERMS:** Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to $2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

J. **COMPLIANCE:** Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded Purchase Order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

K. **DEFAULT:** In case of default by the awarded bidder, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County. The County may also ban selected bidder up to two years from future solicitations for default.

L. **ASSIGNMENT/TRANSFER/SUBCONTRACTING:** Awarded contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this IFB, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

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V. INSTRUCTIONS FOR BID SUBMISSION

A. SUBMITTING BIDS:

The preferred method of submitting your bid is electronically through BidSync.

It is the sole responsibility of the bidder to ensure their bid reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this bid, please contact BidSync at 1(800) 990-9339, for Vendor support.

However, if you choose to submit a hard copy, print the entire "Bid Package" and send one (1) original and one (1) identical copy of your bid **signed** in ink, and received by the due date and time at **County of Yolo Purchasing Division, 625 Court Street, Room 103, Woodland, CA 95695 ATTN: Karen Kawelmacher**, with the markings on the outside of the sealed envelope **"Unleaded Gasoline and Diesel Fuel"** & **"Due Date: February 26, 2015 at 4:00pm.**"

Late bids shall not be accepted nor shall additional time be granted to any potential Bidder.

B. REQUIRED BID SUBMITTALS:

The submittals requested shall be included with the bid form. Failure to include required submittals may be cause for rejection of your bid. The following are required for your bid to be considered and must be labeled with the following:

1. Exhibit A Bid Form
2. Exhibit B Supplier's Questionnaire
3. Exhibit C Previous Customer Reference Form
4. Exhibit D OPIS PAD#5 Report for the Sacramento Area dated Thursday, February 13, 2015 close of business day
5. Exhibit E Two booklets showing Northern California card lock fueling site location
6. Exhibit F Signature Page

C. PRICING REQUIREMENTS:

Bidders are to quote an adjustment/differential to the daily "average" price published in the OPIS (Oil Price Information Service) PAD 5 Sacramento Regional Rack Price Report for the type of fuel requested. Rack pricing must include the Cap and Trade Fee enacted January 1, 2015.

If quoting a price less than OPIS, show a "minus" (-) preceding the adjustment/differential. If quoting a price greater than OPIS, show a "plus" (+) preceding the adjustment/differential. If quoting the OPIS price as the bid price, insert the word "OPIS" in that column. This daily "average" report will serve as base prices for purchases made each delivery or fueling date.

A. The quoted adjustment/differential is to be inclusive of:
   1. All Federal and California State superfund charges
   2. All California State fees
   3. All delivery, fuel surcharges, handling or other vendor related charges

B. The quoted adjustment/differential is to be exclusive from:
   1. Federal Excise Tax
   2. California State Sales and California Excise Taxes.

The adjustment/differential (difference between the bid price and the average Sacramento Rack Price reported by OPIS) shall remain firm for the entire term of the contract.

Bid prices shall be based on margin above, below or equal to the average Sacramento rack price reported by the OPIS dated Friday, February 13, 2015 close of business day. Rack pricing must include the Cap and Trade Fee enacted January 1, 2015. Bidders shall submit a copy of the OPIS Report dated Friday February 13, 2015 with their bid.

Invoiced prices are to be the daily "average" price published in the OPIS PAD 5 Report for the Sacramento, California Area +/- vendors quoted adjustment/differential. All invoices must show the contract pricing formula (OPIS PAD 5 Sacramento Regional Rack Price + Adjustment/Differential =Total Price Per Gallon). The vendor must also fax each morning, the average daily prices to Yolo County Fleet Services Department.

All delivered fuel prices quoted shall be F.O.B destination, freight prepaid.

UNLEADED GASOLINE AND DIESEL FUEL BID FORM
EXHIBIT "A"

Fuel Type	OPIS PAD 5 Sacramento Regional Rack Price February 13, 2015	Estimated Quantity of Gallons	Adjustment/ Differential +/-	Total Price Per Gallon
Regular Unleaded Gasoline, Minimum Octane Rating 87	1.8672	289,944	.084	1.9512
Unleaded Plus Gasoline, Minimum Octane Rating 89	1.9585	0	.084	2.0425
Unleaded Premium Gasoline, Minimum Octane Rating 91.5	2.0492	1232	.084	2.1332
Diesel #2 Ultra-Low Sulfur Fuel LSN2	2.2734	53,828	.085	2.3584
Diesel #2 Ultra-Low Sulfur Fuel LSN2 (**red-dye**)	2.2739	12,533	.085	2.3589

Storage Site Locations-Yolo County Only	
Service	**Dollar Amount**
Emergency Deliveries-Flat Fixed Cost	75.00
Detention Charge-Flat Fixed Cost per Minute	2.50
Trip Charge Flat Fixed Cost	75.00
Service Rate Per Hour Charge	85.00

Additional: "Above Ground Storage Tank"-Yolo County Only

Yolo County Parks Department currently has a 200 gallon above-ground vendor supplied storage tank located at 1475 State Highway 16 Rumsey, CA. 95679 (Cache Creek Canyon Campground).

If awarded, please indicate if there is a cost to supply the 200 gallon tank $ 0.00 and if there is any cost to maintain the tank with a minimum of once a month inspections.$ 0.00

(All Cardlock)

No Books

www.interstateoil.com

Cardlock

UNLEADED GASOLINE AND DIESEL FUEL BID FORM				
EXHIBIT "A"				
Fuel Type	**OPIS PAD 5 Sacramento Regional Rack Price February 13, 2015**	**Estimated Quantity of Gallons**	**Adjustment/ Differential +/-**	**Total Price Per Gallon**
Regular Unleaded Gasoline, Minimum Octane Rating 87	1.8672	289,944	.17	2.0372
Unleaded Plus Gasoline, Minimum Octane Rating 89	1.9585	0	.17	2.1285
Unleaded Premium Gasoline, Minimum Octane Rating 91.5	2.0492	1232	.17	2.2192
Diesel #2 Ultra-Low Sulfur Fuel LSN2	2.2734	53,828	.17	2.4434
Diesel #2 Ultra-Low Sulfur Fuel LSN2 (**red-dye**)	2.2739	12,533	.17	2.4439

Storage Site Locations-Yolo County Only	
Service	**Dollar Amount**
Emergency Deliveries-Flat Fixed Cost	75.00
Detention Charge-Flat Fixed Cost per Minute	2.50
Trip Charge Flat Fixed Cost	75.00
Service Rate Per Hour Charge	85.00

Additional: "Above Ground Storage Tank"-Yolo County Only

Yolo County Parks Department currently has a 200 gallon above-ground vendor supplied storage tank located at 1475 State Highway 16 Rumsey, CA. 95679 (Cache Creek Canyon Campground).

If awarded, please indicate if there is a cost to supply the 200 gallon tank $ 0.00 and if there is any cost to maintain the tank with a minimum of once a month inspections.$ 0.00

All Tankwagon Except "Cache Creek Canyon Camp Ground"

UNLEADED GASOLINE AND DIESEL FUEL BID FORM
EXHIBIT "A"

Fuel Type	OPIS PAD 5 Sacramento Regional Rack Price February 13, 2015	Estimated Quantity of Gallons	Adjustment/ Differential +/-	Total Price Per Gallo
Regular Unleaded Gasoline, Minimum Octane Rating 87	1.8672	289,944	.22	2.0872
Unleaded Plus Gasoline, Minimum Octane Rating 89	1.9585	0	.22	2.1785
Unleaded Premium Gasoline, Minimum Octane Rating 91.5	2.0492	1232	.22	2.2692
Diesel #2 Ultra-Low Sulfur Fuel LSN2	2.2734	53,828	.22	2.4934
Diesel #2 Ultra-Low Sulfur Fuel LSN2 (**red-dye**)	2.2739	12,533	.22	2.4939

Storage Site Locations-Yolo County Only

Service	Dollar Amount
Emergency Deliveries-Flat Fixed Cost	75.00
Detention Charge-Flat Fixed Cost per Minute	2.50
Trip Charge Flat Fixed Cost	75.00
Service Rate Per Hour Charge	85.00

Additional: "Above Ground Storage Tank"-Yolo County Only

Yolo County Parks Department currently has a 200 gallon above-ground vendor supplied storage tank located at 1475 State Highway 16 Rumsey, CA. 95679 (Cache Creek Canyon Campground).

If awarded, please indicate if there is a cost to supply the 200 gallon tank $ 0.00 and if there is any cost to maintain the tank with a minimum of once a month inspections.$ 0.00

(Cache Creek Canyon Campground only.)

Yolo County Purchasing

UNLEADED GASOLINE & DIESEL FUEL BID
EXHIBIT B
SUPPLIERS QUESTIONNAIRE

Where applicable questions must be answered and dates given. If necessary, questions may be answered on separate attached sheets. Supplier may submit additional information if needed.

1. Name of Company: INTERSTATEOIL CO
2. Permanent Main Office Address: 8221 ALPINE AVE
   SACRAMENTO CA. 95826
3. When Organized: 1970
4. If a corporation, where incorporated: SACRAMENTO CA
5. How many years have you been operating under your present firm name: 45
6. List Contractors License No.: NO
   License Classification:
   License Expiration Date:
7. Have you ever defaulted on a contract? NO
   If so, where and why?
8. List the total number of employees and their qualifications available to support this type of work:
   215 EMPLOYEES: ALL EMPLOYEES HAVE BEEN TRAINED AND HAVE MANY YEARS EXPERIANCE AT THEIR RESPECTIVE JOBS.
9. Indicate the number of delivery tank trucks owned by your company and available for deliveries in this area.
   35
10. What is your filter maintenance schedule on vendor supplied tanks?
    ANNUALLY
11. What are your fuel dispensers final filter specifications?
    HYDROSORB 10 MICRON ON GASOLINE AND 30 MICRON ON DIESEL

Green Fuel injectors better on gas engines

Yolo County Purchasing

EXHIBIT B-2
SUPPLIERS QUESTIONNAIRE CONT.

12. Describe in detail fraud controls for your card lock system.

~~Fleets~~ - Transaction alerts notifications
- Online mgmt
- Restrictions on cards

13. Provide transaction reporting lag-time (if fuel use data available to Fleet Services is live, same day, 2-3 days, etc...). Periods which increase reporting delays, such as end-of-month or holiday periods, need identified with expected reporting lag.

2-3 days normally
Holidays and unforseen circumstances could be longer

14. Provide information supporting ability to supply, without major interruption, the products covered in this bid and major oil company's product to be sold to the County.

We use multiple suppliers and have multiple storage facities throughout the county and service district.

15. Is your firm planning to subcontract portions of the work? Yes ☐ No ☒ If yes, indicate the name of the subcontractor(s) and the portion of the work that will be subcontracted:

Business Name	License No.	Street Address	Scope of Work

County of Yolo
EXHIBIT C
PREVIOUS CUSTOMER REFERENCE FORM

Contractor Name: INTERSTATE OIL CO

Please provide at least three customer references for whom you have performed a job similar in size and scope (preferably California state or local government agencies) or within the greater Sacramento area.

1. Company Name: DEPT OF ENERGY: WESTERN AREA

Address: 7940 SORENTO ROAD ELVERTA, CA

Contact Person: NATE SOLOMAN- DOE/WAPA/SNR

Telephone: 916-353-4567 E-Mail:

Services Provided: DELIVERY OF B-5 & B-20 BIODIESEL FUEL

Service Dates: From: 2/1/2008 To: PRESENT

Contract Value: $ $20,000 PER PO

2. Company Name: DEPARTMENT OF TRANSPORTATION

Address: 304 EAST 12TH STREET MARYSVILLE, CA 95901

Contact Person: CAROL HERMAN

Telephone: 530-272-9723 E-Mail:

Services Provided: DELIVERY OF E-85 FUEL

Service Dates: From: 3-1-2008 To: PRESENT

Contract Value: $ $100,000 PER PC

3. Company Name: STATE OF CALIFORNIA -STATE GARAGE

Address: 1416 10TH STREET SACRAMENTO, CA 95814

Contact Person: ROBERT HORSLEY, STAFF SERVICES ANALYST

Telephone: 916-928-6857 E-Mail:

Services Provided: DELIVERY OF E-85 FUEL

Service Dates: From: 5-25-2008 To: PRESENT

Contract Value: $ $30,000 PER PO

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) – Insurance coverage shall be with limits not less than the following:

   a. **Comprehensive General Liability** – $1,000,000/occurrence and $2,000,000/aggregate

   b. **Automobile Liability** – $1,000,000/occurrence (general) and $500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]

   c. **Professional Liability/Malpractice/Errors and Omissions** – $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

   d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

   a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

   b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and,

with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

PURCHASE ORDER GENERAL TERMS & CONDITIONS

The following provisions are hereby made a part of the Purchase Order contract and Vendor by his/her acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Yolo.

2. For any exception to the delivery date as specified on this Purchase Order, the vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County of Yolo.

3. The County of Yolo will not honor drafts for bills contracted. All accounts are paid by remittance by mail. No goods accepted on sight draft basis. The County of Yolo cannot recognize assignments.

4. SHIPPING INSTRUCTIONS: Unless otherwise specified, please ship prepaid via cheapest common carrier F.O.B. destination. If terms must be F.O.B. Shipping Point, please prepay and list shipping charges separately on invoices less Federal Transportation Tax. Substantiation of prepaid freight and express must be attached to your invoices. C.O.D. shipments will not be accepted.

5. Materials purchased are subject to the approval of the County of Yolo and if rejected are held subject to the vendor's risk and expenses incurred for their return.

6. PURCHASE ORDER NUMBER: <u>Must</u> appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantity, discounts, etc. Render separate invoices for each purchase order.

7. The vendor agrees to protect the County of Yolo against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.

8. It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the vendor of the responsibility hereinunder for any prior or subsequent breach.

9. All specifications and plans referred to in this order shall form a part of the contract.

10. The vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

11. Cash discount period on all invoices shall commence date correctly completed vouchers or shipment received by the County of Yolo, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on date final approval for payment is authorized.

12. The County of Yolo is exempt from Federal Excise and Transportation Taxes. Exemption certificate will be furnished upon request.

13. LIENS: Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens.

14. Special brands, when named, are to indicate the standard of quality, performance or use desired. Bids on your equal will be considered, provided you specify brand, model and necessary descriptive literature. If you wish to bid a brand not represented as equal in quality, performance,

or use to that specified, you must indicate clearly that your bid represents an alternate not an equal.

15. WARRANTY: Not withstanding any other provisions of this order, seller warrants that the materials, supplies or services furnished shall be the most suitable grade and exactly as specified in this order. Such warranty shall include the following: performance, workmanship, labor, materials, seller's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services covered in this order, seller shall correct at his/her expense (including shipping) such defects as are reported within one year after final acceptance of the applicable warranty period. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud or such gross mistakes as amount to fraud, latent defects or specific failure to comply with the terms of this order. Unless otherwise stated in this order, the minimum acceptable warranty shall be one year from the date of acceptance by the County.

16. The vendor agrees to defend, indemnify, and hold harmless the County of Yolo, its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this agreement, or any act of omission of vendor, its agents, employees and servants, or for product liability or breach or warranty by vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

17. TERMINATION: This purchase order may be terminated in whole or in any part at any time by written notice and the County shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination; and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.

18. NON-DELIVERY: within the time specified may result in cancellation in whole or part of this purchase order. Vendor may be held liable for damages caused to the County as a result of said non-delivery. The County may, by written notice of default to the vendor, terminate any (resulting) order in whole or in part should vendor fail to deliver within the time specified, or fail to deliver in strict conformance to specifications set forth by County. In the event of such termination, the County reserves the right to purchase or obtain the supplier or services elsewhere. In case of default by vendor, the County may procure the articles or services from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

INVOICING INSTRUCTIONS

Invoicing shall itemize all changes and shall include the following: (1) permit number when billing California sales/USE Tax, (2) taxpayer reporting number (Social Security or Employer Identification Number) in accordance with requirements of the Internal Revenue Service.

The contract resulting from this Order shall be governed by the laws of the State of California. Prices specified include all taxes and shall not be increased by failure of Seller to have included any applicable tax or as the result of any change in Seller's tax liability.

No variations, deletions, price increases, changes or modifications shall be effective without written approval of the Purchasing Division. Address all correspondence and acknowledgments pertaining to this order to:

PURCHASING DIVISION
120 W. Main Street, Suite # C
Woodland, CA 95695
Phone (530) 406-4880

Mail invoice in Triplicate citing this
Order number to the BILL TO address
Shown on front of purchase order

Order No. must be marked on each
package, shipping receipt and invoice.

County of Yolo

Unleaded Gasoline and Diesel Fuel

SIGNATURE PAGE
Exhibit "F"

Solicitation Name: INTERSTATE OIL CO

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.

All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

INTERSTATE OIL CO.
Company Name

8221 ALPINE AVE
Address

SACRAMENTO CA 95826
City State Zip

Glen E Jager
Signature of Person Authorized to Sign

Glen E Jager
Printed Name

Branch Manager
Title

2/25/15
Date

For clarification of this offer, contact:

Name: GLEN JAGER

Title: BRANCH MANAGER

Phone: 530-662-5481

Fax: 530-662-4039

Email: gjager@interstateoil.com

BRD LOW RACK	226.75	227.25	-- --
BRD HIGH RACK	231.53	231.10	-- --
BRD RACK AVG	228.83	229.18	-- --
UBD LOW RACK	225.00	225.50	-- --
UBD HIGH RACK	240.75	241.25	-- --
UBD RACK AVG	230.19	230.69	-- --
CONT AVG-02/13	229.51	230.18	-- --
CONT LOW-02/13	225.00	225.50	-- --
CONT HIGH-02/13	240.75	241.25	-- --

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 02/13

CONT BRD LOW	226.75	227.25	-- --
CONT BRD HIGH	231.53	231.10	-- --
CONT BRD AVG	228.83	229.18	-- --
CONT UBD LOW	225.00	225.50	-- --
CONT UBD HIGH	240.75	241.25	-- --
CONT UBD AVG	230.19	230.69	-- --

Rack prices are adjusted in this report to reflect the wholesale rack prices modified to include/exclude the CAR values for California locations. Subscriber fully understands that the CAR Adjusted Rack Price files MAY NOT match the official standard/terminal OPIS Rack Displays and agrees to fully inform those whom the subscriber does business with of the nature of the prices and how they may be different from standard/terminal OPIS rack prices. Subscriber accepts the risks inherent with using OPIS CAR Adjusted Rack Price files. http://www.opisnet.com/resources/cap_and_trade_supplier_list.pdf

SACRAMENTO, CA 2015-02-13 10:00:09 EST

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
PSX	b 1-10	183.13	+ 2.02	191.72	+ 2.02	199.80	+ 2.02	02/12	18:00
Valero	b N-10	183.16	+ 3.98	191.16	+ 3.98	199.17	+ 3.98	02/12	18:00
Shell	b 1-10	184.04	+ 5.05	192.63	+ 5.05	201.21	+ 5.05	02/12	18:00
Chevron	b 1t45c	185.10	+ 3.00	193.10	+ 3.00	201.10	+ 3.00	02/12	18:00
Texaco	b 1-10	185.10	+ 3.00	193.10	+ 3.00	201.10	+ 3.00	02/12	18:00
PSX	u N-10	188.25	+ 2.00	197.25	+ 2.00	206.25	+ 2.00	02/12	18:00
IdemitsuA	u N-10	188.50	+ 3.00	201.50	+ 3.00	214.50	+ 3.00	02/12	19:00
FlyersEn	u N-10	190.25	+ 1.75	200.25	+ 1.75	210.25	+ 1.75	02/12	19:01
Valero	u N-10	192.91	+ 5.98	201.91	+ 5.98	210.92	+ 5.98	02/12	18:00
Tesoro	u N-10	194.20o	+ 6.00	204.20o	+ 6.00	214.21o	+ 6.00	02/12	12:00
Vitol	u N-10	213.00d	+ 8.00	-- --	-- --	-- --	-- --	02/12	18:00
LOW RACK		183.13		191.16		199.17			
HIGH RACK		192.91		201.91		214.50			
RACK AVG		186.72		195.85		204.92			
CAR COST		10.20		10.20		10.21			
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)									
FOB SACRAMENTO		181.98		186.30		192.78			
BRD LOW RACK		183.13		191.16		199.17			
BRD HIGH RACK		185.10		193.10		201.21			
BRD RACK AVG		184.11		192.34		200.48			
UBD LOW RACK		188.25		197.25		206.25			
UBD HIGH RACK		192.91		201.91		214.50			
UBD RACK AVG		189.98		200.23		210.48			
CONT AVG-02/13		186.72		195.85		204.92			
CONT LOW-02/13		183.13		191.16		199.17			
CONT HIGH-02/13		192.91		201.91		214.50			

d=not in average, o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 02/13

CONT BRD LOW	183.13	191.16	199.17
CONT BRD HIGH	185.10	193.10	201.21
CONT BRD AVG	184.11	192.34	200.48
CONT UBD LOW	188.25	197.25	206.25
CONT UBD HIGH	192.91	201.91	214.50

Continued on page #4

CONT UBD AVG	189.98	200.23	210.48

SACRAMENTO, CA

LOW RETAIL	235.37
AVG RETAIL	259.32
LOW RETAIL EX-TAX	174.64
AVG RETAIL EX-TAX	197.28

SACRAMENTO, CA 2015-02-13 10:00:09 EST

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITH CAR COST **

	Terms	No2	Move	No.2 RD	Move	No.2 NRLM	Move	Move Date	Time
Valero	u N-10	220.19o	+ 5.98	220.69o	+ 5.98	-- --	-- --	02/12	18:00
PSX	u N-10	221.50	+ 3.00	222.00	+ 3.00	-- --	-- --	02/12	18:00
IdemitsuA	u N-10	221.75	+ .25	222.25	+ .25	-- --	-- --	02/12	19:00
FlyersEn	u N-10	225.00	+ 3.00	225.50	+ 3.00	-- --	-- --	02/12	19:01
PSX	b N-10	225.75	+11.50	226.25	+11.50	-- --	-- --	02/12	18:00
Tesoro	u N-10	226.00o	+ 5.00	226.50o	+ 5.00	-- --	-- --	02/12	19:00
Valero	b N-10	226.54	+11.68	-- --	-- --	-- --	-- --	02/12	18:00
Shell	u N-10	227.59	+11.90	228.09	+11.90	-- --	-- --	02/12	18:00
Chevron	b 1t45c	227.80	+12.00	-- --	-- --	-- --	-- --	02/12	18:00
Texaco	b N-17	227.80	+12.00	-- --	-- --	-- --	-- --	02/12	18:00
Shell	b 1-10	229.89	+12.02	-- --	-- --	-- --	-- --	02/12	18:00
Vitol	u N-10	239.75	+12.00	240.25	+12.00	-- --	-- --	02/12	18:00
LOW RACK		221.50		222.00		-- --			
HIGH RACK		239.75		240.25		-- --			
RACK AVG		227.34		227.39		-- --			
CAR COST		12.98		12.98		-- --			
OPIS SAN FRANCISCO DELIVERED SPOT (SRI)									
FOB SACRAMENTO		206.58		206.93		-- --			
BRD LOW RACK		225.75		226.25		-- --			
BRD HIGH RACK		229.89		226.25		-- --			
BRD RACK AVG		227.56		226.25		-- --			
UBD LOW RACK		221.50		222.00		-- --			
UBD HIGH RACK		239.75		240.25		-- --			
UBD RACK AVG		227.12		227.62		-- --			
CONT AVG-02/13		227.34		227.39		-- --			
CONT LOW-02/13		221.50		222.00		-- --			
CONT HIGH-02/13		239.75		240.25		-- --			

o=out of product

ADDITIONAL CONTRACT SUMMARY DATA - Effective 02/13

CONT BRD LOW	225.75	226.25	-- --
CONT BRD HIGH	229.89	226.25	-- --
CONT BRD AVG	227.56	226.25	-- --
CONT UBD LOW	221.50	222.00	-- --
CONT UBD HIGH	239.75	240.25	-- --
CONT UBD AVG	227.12	227.62	-- --

Rack prices are adjusted in this report to reflect the wholesale rack prices modified to include/exclude the CAR values for California locations. Subscriber fully understands that the CAR Adjusted Rack Price files MAY NOT match the official standard/terminal OPIS Rack Displays and agrees to fully inform those whom the subscriber does business with of the nature of the prices and how they may be different from standard/terminal OPIS rack prices. Subscriber accepts the risks inherent with using OPIS CAR Adjusted Rack Price files. http://www.opisnet.com/resources/cap_and_trade_supplier_list.pdf

SAN FRANCISCO, CA 2015-02-13 10:00:09 EST

OPIS CONTRACT BENCHMARK FILE

**OPIS GROSS CARFG ETHANOL (10%) PRICES WITH CAR COST **

	Terms	Unl	Move	Mid	Move	Pre	Move	Move Date	Time
PSX	b 1-10	186.70	+ 2.02	195.29	+ 2.02	203.37	+ 2.02	02/13	00:01
Valero	b N-10	187.21	+ 4.48	195.21	+ 4.48	203.22	+ 4.48	02/12	18:00
Shell	b 1-10	187.60	+ 5.05	196.18	+ 5.05	204.77	+ 5.05	02/12	18:00
Chevron	b 1t45c	188.60	+ 3.00	196.60	+ 3.00	204.60	+ 3.00	02/12	18:00

CITY OF WOODLAND
STANDARD SERVICES AGREEMENT

CM #	

This Agreement is made and entered into this __________ day of April, 2015, by and between the City of Woodland, a California municipal corporation ("City"), and Inter-State Oil Company, a California corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Contractor desires to perform and assume responsibility for the provision of certain professional Contractor services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing fuel distribution services to public clients and is registered to conduct business in the State of California.

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

C. City desires to engage Contractor to render such services for the terms set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from May 1, 2015 to June 30th, 2018, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by two (2) additional one year periods given the authority to do so by the City of Woodland City Council.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed EIGHTY-FOUR CENTS ($0.084) PER GALLON ABOVE SACRAMENTO OIL PRICE INFORMATION SERVICE (OPIS) PRICING FOR UNLEADED FUEL, AND EIGHTY-FIVE CENTS ($0.085) ABOVE SACRAMENTO OPIS PRICING FOR DIESEL FUEL at Inter-State Oil, Inc. owned fueling stations without written approval of City's Fleet & Facilities Manager. Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONTRACTOR.

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

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

5.3 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Glen Jager from Inter-State Oil Company and Troy Thompson from City of Woodland.

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

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

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

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

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

6. INSURANCE.

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

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

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least $1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

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

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

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of $1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

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

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and **Error! Reference source not found.** Contractor's Pollution Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Troy Thompson, Public Works Department

Contractor:

INTER-STATE OIL COMPANY
183 W. Main Street
Woodland, CA 95695
Attn: Glen Jager, Woodland Branch Manager

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

11.2 Indemnification.

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

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

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

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

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

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

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

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

11.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

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

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

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subContractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

By: ______________________________
Paul Navazio
City Manager

Attest:

By: ______________________________
Ana Gonzalez
City Clerk

Approved as to Form:

By: ______________________________
Best Best & Krieger LLP
City Attorney

INTERSTATE OIL COMPANY

By: ______________________________
Glen Jager
Woodland Branch Manager

Attest:

By: ______________________________
[Name]
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Contractor will provide fuel services through a card-lock system. The Agreement will be for one (1) three (3) year and two (2) month term (May 1, 2015 through June 30, 2018). This Agreement may be extended for two (2) one (1) year periods at the discretion of the City and approved by the City Council.

Services performed under this Agreement shall be subject to inspection and approval by the Fleet and Facilities Manager. This section outlines the minimum acceptable standards.

1. Contractor offers both Pacific Pride and CFN fueling networks.

2. Contractor will replace lost and stolen cards within (10) calendar days of request, free of charge to the City.

3. Contractor will provide paper or electronic invoices, as requested by the City. Contractor will also send cardlock invoice information in a .csv format to import into the City's fleet database.

4. Contractor will provide both vehicle and bulk fuel cards as requested by the City and will itemize all charges.

5. Contractor's card lock invoices will include all of this information along with pricing, equipment number, driver last name, first name, fueling location, departments and index codes.

6. City may access their respective card lock transactions on Contractor's web page daily for the previous day's purchases.

7. At the request of the City, Contractor's software programmers will also write a program allowing the City to log on to a specific web page and download cardlock transaction information in a format that the City requires for its fleet database, free of charge to the City.

8. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Fleet & Facilities Manager of the City of Woodland.

9. The City of Woodland is exempt from Federal Excise and Transportation Taxes. Exemption certificate will be furnished upon request.

10. LIENS: Contractor, by signing this Agreement, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens.

11. WARRANTY: Not withstanding any other provisions of this Agreement, Contractor warrants that the materials, supplies or services furnished shall be the most suitable grade and exactly as specified in this Agreement. Such warranty shall include the following: performance, workmanship, labor, materials, contractor's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services as are reported within one year after final acceptance of the applicable warranty period. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud or such gross mistakes as amount to fraud, latent defects or specific failure to comply with the terms of this agreement. Unless otherwise stated in this Agreement, the minimum acceptable warranty shall be one year from the date of acceptance by the City.

12. NON-DELIVERY: Non-delivery within the time specified may result in cancellation in whole or in part of this Agreement. Contractor may be held liable for damages caused to the City as a result of said non-delivery. The City may, by written notice of default to the contractor, terminate any (resulting) agreement in whole or in part should Contractor fail to deliver within the time specified, or fail to deliver in strict conformance to specifications set forth by the City. In the event of such termination, the City reserves the right to purchase or obtain the supplier or services elsewhere. In case of default by the Contractor, the City may procure the articles or services from another source and may recover the loss occasioned thereby from any unpaid balance due to the Contractor or by proceeding against performance bond of the Contractor, if any, or by legal process against the Contractor. The prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

EXHIBIT "B"

PRICING

Contractor will charge 0.084 cents above Sacramento OPIS Average for Gasoline, and 0.085 cents above Sacramento OPIS for Diesel at the following Inter-State Oil, Inc. owned fuel station locations in Woodland:

801 East Street

454 N. East Street

183 W. Main Street

Fuelman																	
Report run on: 03/31/2015 11:06																	
Search limited to: IsFuelSite=true;IsMaintenanceSite=true;States=CA;Cities=WOODLAND;																	
City	**State**	**Zip**	**Store Name**	**Brand**	**Address**	**Hwy**	**Exit**	**24Hr**	**18-Whl**	**Gas**	**Diesel**	**BioDiesel**	**E85**	**Maint**	**P@P**	**Phone**	**Site #**
WOODLAND	CA	95776	JACKPOT MARKET AND GRILL	Sinclair	615 EAST ST					Y					Y	530-666-6240	333700
WOODLAND	CA	95695	KALBANT SANGHERA	Chevron	5 W MAIN ST					Y	Y				Y	530-661-7017	418627
WOODLAND	CA	95695-3684	SPEE DEE OIL CHANGE	Unbranded	216 W Main St	SR-113								Y		530-662-5605	920508
WOODLAND	CA	95695	BIG O TIRES #40	Unbranded	220 W MAIN ST									Y		530-662-9106	678225
WOODLAND	CA	95776-6104	RAMOS OIL CO	Chevron	597 N EAST ST					Y					Y	000-000-0000	414427
WOODLAND	CA	95776	WIN FUNG INVESTM	Chevron	596 N EAST ST					Y	Y				Y	530-668-1517	419145
WOODLAND	CA	95776	AMARJIT SANGHA	Chevron	1592 E MAIN ST				Y	Y	Y				Y	530-666-3117	421728
WOODLAND	CA	95695-6801	ARCO AM/PM	Arco	313 W MAIN ST	SR-113		Y		Y					Y	530-666-7959	3198
WOODLAND	CA	95776	SUNDANCE CAR WASH	Chevron	420 PIONEER AVE			Y		Y					Y	000-000-0000	420948
WOODLAND	CA	95695	ARCO	Arco	16435 COUNTY ROAD 99					Y	Y				Y	530-406-1313	687863
WOODLAND	CA	95776-	ARCO AM/PM	Arco	450	CR-		Y		Y		Y			Y	530-	3184

		9578			COUNTY ROAD 102	102										662-1320	
WOODLAND	CA	95776	SAHOTO ENTERPRISES	Chevron	2020 E MAIN ST					Y	Y				Y	123-123-1231	416520
WOODLAND	CA	95776	AUTO TRUCK R.V. REPLACEMENT GL	Glass Repair	CALL 866-219-2175 FOR APPT									Y		866-219-2175	861302

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CITY MANAGER TO EXECUTE A STANDARD SERVICES AGREEMENT WITH INTER-STATE OIL, INC.

WHEREAS, the City collaborated with Yolo County on a cooperative purchase, competitive bid process, to achieve the best fuel pricing available in the area; and

WHEREAS, Inter-State Oil, Inc. was deemed to have the lowest responsive bid package; and

WHEREAS, the City of Woodland wishes to enter into a three-year and two-month Standard Services Agreement with Inter-State Oil, Inc. in the amount of $0.084 cents per gallon above Sacramento Oil Pricing Information Service (OPIS) pricing for unleaded fuel, and $0.085 cents per gallon above Sacramento OPIS pricing for diesel fuel; and

WHEREAS, the City Council wishes to approve the City Manager to execute the Standard Services Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves the City Manager to execute a three-year and two-month Standard Services Agreement with Inter-State Oil, Inc. for fuel services in the amount of $0.084 cents per gallon above Sacramento OPIS pricing for unleaded fuel, and $0.085 cents per gallon above Sacramento OPIS pricing for diesel fuel.

PASSED AND ADOPTED by the City Council on this 7th Day of April, 2015, 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

Legislation Text

17.

File #: 14-661, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment for Consulting Services and Consideration of Establishing a Citizens Advisory Committee.

Recommendation for Action: Staff recommends that the City Council:
1) approve Resolution No. _____, and authorize the City Manager to execute Amendment #2 to the consultant services agreement with Larsen Wurzel & Associates, Inc. (LWA) for the Lower Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to $49,000, and
2) consider the establishment of a Citizens' Advisory Committee related to the selection of a preferred flood mitigation project and related funding considerations.

Staff Contact

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

Fiscal Impact

LWA's $25,000 base contract involved evaluation of financial viability and possibilities for leveraging State and Federal fund sources, as part of the development of a strategic plan for flood control. Approval of amendment #2 for Project 09-15 will bring the total, not to exceed cost, for the Lower Cache Creek Feasibility Study (LCCFS) consulting services to $74,000. The amendment covers LWA's services through the evaluation of the development of local financing alternatives.

This project is included in the Capital Budget approved by Council with $1,900,000 with funding being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on January 17, 2012. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing - including project management services - with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background

In December of 2013, the City engaged LWA Engineers, under contract authority of the City Manager, to assist with the development and scoping of various flood control alternatives with a focus on funding and financing mechanisms for the Lower Cache Creek Flood Project. LWA was initially contracted to evaluate funding and financing alternatives and provide information on State funding opportunities for flood protection for the City, the contract was approved for $25,000. This Contract Amendment is now being presented to Council for the following reasons:

- This amendment provides for continuing financial consulting services to develop the most economically efficient, politically acceptable, and financially feasible methods for funding the delivery of recommended flood risk reduction improvements. Activities include: coordination with project partners including the Department of Water Resources (DWR) and providing technical advice to the City on various financing mechanisms.

- The scope of work includes any follow up with DWR on the Urban Flood Risk Reduction (UFRR) Program Proposal Application Concept Paper and preparation for the final submittal in accordance with the Project Solicitation Package guidelines that were issued by DWR on January 21, 2015.

- The scope of work includes the evaluation of an assessment district for flood control improvements and services. LWA will prepare a preliminary cost allocation and assessment rate analysis to present the range of expected annual assessment rates for the benefitting properties to fund the capital costs and operation & maintenance.

Discussion

The City's Lower Cache Creek Flood Project program manager, MBK Engineers, has completed the strategic plan and found that the City has three options for pursuing a flood risk reduction project which include: 1) participating as a joint non-Federal sponsor with DWR in a US Army Corps of Engineers feasibility study, 2) participating in a cooperative feasibility urban flood risk management study with DWR, and/or 3) participate as one of many local sponsors with DWR in a regional flood risk management study. Currently, all three options are being pursued.

Amendment to LWA Contract for Consulting Services

The City of Woodland submitted a concept proposal to DWR on March 9, 2015 for the UFRR Program Proposal Application - Project Solicitation Package for the Lower Cache Creek Basin Woodland Integrated Flood Risk Reduction Project Concept Proposal. The Concept Paper is for a possible grant to advance the design of the project to approximately 65% and include geotechnical and environmental work. If the project is selected by DWR, the cost of the next phase of design and environmental review is estimated to be between $12 and $20 million, with a requirement that the City provides a 50% cost-share ($6-$10 million). LWA's contract amendment will provide the City with needed assistance in preparing a financing and funding strategy for both the design and potential construction phases of the flood project.

The schedule for the concept design proposal includes the following major milestones:

State (DWR) notification of funding status	May 2015	(approximate date)
City prepares full grant application	Sept. 2015	(approximate date)
DWR reviews and executes funding agreement	Jan. 2016	(approximate date)

Consideration of Establishing a Citizen's Advisory Committee

The City's ongoing pursuit of a permanent and comprehensive solution to mitigate the flood risk posed by Lower Cache Creek and removing a large number of residential and industrial properties from FEMA's current

200-year flood zone represents a complex, challenging and costly undertaking. As such, any identified solution and corresponding funding plan will require extensive public outreach, stakeholder engagement and, ultimately, public acceptance.

While the flood protection strategy currently being pursued by city staff and project team includes public outreach and engagement elements - some of which is already underway and has been favorably received - the Council' Flood Project sub-committee (Marble/Hilliard) have recommended that the Council consider establishing a formal Citizens' Advisory Committee on the Lower Cache Creek Flood project. Such a committee would be useful as an additional means of vetting project alternatives and refinement of a "preferred" project, as well as consideration of appropriate funding and financing options available to the City, depending on the specific project and "path" identified as presenting the best opportunity for the community.

Staff is working with the Council sub-committee to develop a draft scope of responsibility, structure and make-up of the potential advisory committee to inform Council's consideration of this recommendation.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, and authorize the City Manager to 1) execute Amendment #2 to the consultant services agreement with Larsen Wurzel & Associates, Inc. (LWA) for the Lower Cache Creek Flood Feasibility Study, CIP 09-15, for an additional amount up to $49,000, and 2) consider the establishment of a Citizens' Advisory Committee related to the selection of a preferred flood mitigation project and related funding considerations.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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

Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS: Attachment A - Resolution
Attachment B - Letter

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH LARSEN WURZEL & ASSOCIATES, INC. FOR CONSULTING SERVICES

WHEREAS, the City of Woodland wishes to enter into a consulting services agreement with Larsen Wurzel & Associates, Inc. (LWA) for Engineering and Program Management Support Services for the Woodland Integrated Flood Risk Reduction Project ("Agreement"); and

WHEREAS, LWA has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, LWA will continue providing financial management services including evaluation of project financing and funding alternatives and coordinate the work with the Department of Water Resources and City consultants to advance the feasibility studies that are currently underway.

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 authorizes the City Manager to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 7th day of April 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor
ATTEST:

____
Ana B. Gonzalez, City Clerk

LWA
LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240 • Sacramento, CA 95833 • www.larsenwurzel.com

DEREK LARSEN, Principal • SETH WURZEL, Principal

March 20, 2015

Mr. Tim Busch
City of Woodland
300 First Street
Woodland, CA 95695

Subject: City of Woodland Integrated Flood Risk Reduction Project Scope of Work and Fee for Consulting Services to support the Initial Feasibility Analysis and Evaluation of a New Assessment District for Flood Control Improvements and Services (LWA No. 13600 Am 3)

Dear Tim:

Larsen Wurzel & Associates, Inc. (LWA) appreciates the opportunity to provide a proposal to the City of Woodland (the City) for consulting and advisory services to assist with achieving the City's flood risk reduction goals. LWA understands that the City has contracted with MBK Engineers to provide program management services. LWA and its Principals have worked closely with MBK in the past on many flood risk reduction projects. LWA has extensive experience successfully preparing funding agreement applications, establishing local funding mechanisms, and administering State funding for urban flood risk reduction projects. LWA is currently under contract with the City to support the City's flood risk reduction efforts. The following describes LWA's current scope of work as well as the additional scope of work requested by the City.

Current Scope of Work:

Task 1 – Financial Management Support

LWA continues to work with the City and MBK to determine the most economically efficient, politically acceptable, and financially feasible methods for funding the delivery of recommended flood risk reduction improvements. This includes the evaluation of financial alternatives taking into consideration various non-local and local funding mechanisms including grant opportunities from the California Department of Water Resources (DWR), additional State funding programs, federal funding, local property assessments, development fees and exactions, advanced funding and fee credit programs, and other possible funding alternatives. LWA will continue to evaluate the Project's objectives and work to identify potential grant funding programs and present options to the City to achieve their flood risk reduction objectives.

Once the locally preferred project is identified, LWA will assist with development of a capacity analysis and financial plan that outlines approaches to funding and financing the Project. The plan will outline the preferred approach for non-local funding, a proposed funding mechanism for local funding including an analysis of financial impacts and economic benefit to the City and local beneficiaries as well as a proposed approach for financing the improvements. This work will be informed by the progress of the USACE Lower Cache Creek Feasibility Study and the Yolo Rail Re-alignment study.

Task 1 – Deliverables
In connection with the above scope of work, LWA will attend meetings and conference calls on an as needed basis. LWA will prepare memoranda and technical analysis as directed and required in order to document, evaluate, and support the proposed alternatives.

New Scope of Work:

LWA has been asked by the City to provide an estimate to support development of an Urban Flood Risk Reduction Concept Proposal to secure State funding and complete a more refined assessment rate study to evaluate options for local funding that could be generated from a property assessment. The proposed scope of work required to complete these efforts are described in more detail below under **Tasks 2** and **3**.

Task 2 – Preparation of an UFRR Concept Proposal

The DWR issued the final Urban Flood Risk Reduction (UFRR) program guidelines on January 21, 2015. The UFRR program is intended to provide State matching funds to urban areas working to achieve a minimum 200-year level of urban flood protection. The City has requested that LWA assist with the development of an UFRR concept proposal to support a design funding agreement for the locally preferred project.

LWA will continue to work with the City and MBK Engineers to provide support coordinating with the State to submit and process a concept proposal to DWR under the UFRR program. This work includes assisting with preparation of an UFRR concept proposal and other tasks assigned to LWA. The preparation of the required financial plan accompanying a final UFRR Grant application would include certification of the financial plan by a CGFM. The work may include:

- Assistance with the development of a design scope and budget to include in the concept proposal
- Assistance with Project concept proposal
- Preparation of a preliminary Financial Plan and Statement of Financial Capability
- Preparation of a preliminary State Cost Share recommendation
- Providing strategic guidance on contracting strategies with DWR

Task 2 – Deliverables
LWA will prepare the UFRR Concept Proposal with support from MBK Engineers and City Staff, and will deliver the Concept Proposal to DWR. LWA will prepare a preliminary cost share recommendation and preliminary financial plan.

Task 3 – Evaluation of New Assessment District for Flood Control Improvements and Services

As part of Task 1 LWA completed a preliminary evaluation of potential local funding sources for the Project. Potential local funding sources identified include a new benefit assessment district that would fund both capital (the local share of the proposed project) and long term operations and maintenance (O&M). The City requested LWA to provide a scope of work to prepare a more refined evaluation of the ability of a new benefit assessment district to fund the local share of the Project. Understanding how much local funding could be raised by a new benefit assessment district will be critical as the City works to develop a comprehensive local funding strategy to complete the Project.

Task 3.1 – Preliminary Cost Allocation and Assessment Rate Analysis

LWA will prepare a preliminary cost allocation analysis that presents the range of expected annual assessment rates for the benefiting properties.

LWA will work with the City and its consultants to identify the following items:

1. estimated capital costs of the Project;
2. annual budget for O&M;
3. benefit area with a delineation of the parcels; and,
4. flood depth maps with a delineation of the parcels.
   Note: As part of Task 1 LWA already secured data delineating parcels from the City, however, associated flood depths of the parcels have not been secured. LWA assumes that the City or Wood Rodgers will provide this information.

LWA will use the requested information to evaluate the capacity of a new benefit assessment district to fund the capital costs and ongoing O&M. This evaluation will include the development of a preliminary benefit apportionment methodology and assessment rate analysis.

LWA will utilize the preliminary models developed as part of Task 3.1 to conceptualize a funding and financing structure to determine the annual costs of servicing debt issued to fund the upfront capital costs and reimburse previously advanced design costs. LWA will coordinate with MBK to refine the Project schedule and define project milestones that will require local capital investment. LWA will refine the existing preliminary cash flow model based on the Project implementation assumptions and ultimately the local financing required to implement the Project. LWA will work with the City to evaluate various financing structures and debt plans to finance Project costs over time. The evaluation will support the assessment district budget and highlight the underlying assumptions. LWA will develop a proportionate benefit spread methodology that is defensible and can be efficiently administered. Factors that may be considered include:

- Land Use Type
- Structure Type
- Structure and Parcel Size
- Flood Depth
- National Flood Insurance Program (NFIP) Special Flood Hazard Area (SFHA) parcel status

The outcomes from **Task 3.1** will include a determination of the needed assessment rate for various land use types in the benefit area. Finally, an evaluation of the feasibility of these assessment rates will be made in close coordination with the City and interested stakeholders.

Task 3.2 - Governance and Finance Planning

LWA will assist the City with identifying possible governance structures to fund the local share of the Project. A key consideration in identification of the local governance structure will be ensuring that the entity formed can execute the preferred local finance strategy and construct the Project.

The goal of this task is to assist the City with identifying a strategy to form a new local governance structure to impose a special benefit assessment upon the properties within the 200-Year flood plain that lie within and outside of the City's limits. In addition, the governance and implementation of the Project, while it provides primary benefit to the City, would also have interested stakeholder entities that includes Yolo County. A new governance structure that meets the goals of generating funding as well as providing appropriate representation of interested stakeholders will be conceptualized and assistance with the formation process in coordination with City's legal or special counsel for the flood control effort will be provided.

Task 3 Deliverables: Task 3 deliverables will include a Technical Memorandum that identifies the methodology for the allocation of costs and presents the results of calculations for assessment rates given varying levels of annual maintenance costs. In addition, the Technical Memorandum will provide a framework and recommendation for the formation of JPA to implement a proposed assessment district.

Budget:

LWA's current contract budget is $25,000. LWA proposes to amend the current agreement to include the additional scope and fee to complete the work described in **Tasks 2 and 3** above.

The level of effort and scope anticipates future refinement of services as milestones and deliverables are met. The total cost to provide the additional scope of services for **Tasks 2 and 3** is estimated to be $49,000. An amendment of the existing contract from $25,000 to $74,000 will cover the scope of services described in **Task 3** above.

Please let me know if you have any questions or comments regarding this scope and fee. We appreciate the opportunity to assist the City with advancing its flood risk reduction efforts.

Sincerely,

Larsen Wurzel and Associates, Inc.

DBLarsen

Derek B. Larsen, P.E., MBA, CFM
Vice President
Larsen Wurzel & Associates, Inc.

Attachments:
Exhibit A: Scope of Services and Estimated Fee
Exhibit B: Hourly Rate Schedule

Exhibit A

Scope of Services and Estimated Fee

City of Woodland Financial Management and Assessment District Services

Below is an estimated level of effort and cost required to support the City of Woodland (the City) in executing its flood risk reduction project. This scope anticipates future refinement of services as milestones and deliverables for the program are better defined. The period of service that is utilized to develop the budget estimate is through February 28, 2016. The Scope of Services is divided into three tasks. **Task 1** involves financial management support services for the City's flood risk reduction program. **Task 2** involves support related to submitting a concept proposal to the State of California Department of Water Resources (DWR) to secure funding under the Urban Flood Risk Reduction (UFRR) program. **Task 3** involves developing a Technical Memorandum that identifies the methodology for the allocation of costs and presents the results of calculations for assessment rates given varying levels of annual maintenance costs. In addition, the Technical Memorandum will provide a framework and recommendation for the formation of JPA to implement a proposed assessment district.

Task 1 – Financial Management Support

Given the results of the research and evaluation of the proposed flood control solutions, LWA continues to work with the City and MBK to determine the most economically efficient, politically acceptable, and financially feasible method for the delivery of recommended capital improvements. This includes the evaluation of financial alternatives taking into consideration various non-local and local funding mechanisms including grant opportunities from DWR, additional State funding programs, federal funding, local property assessments, development fees and exactions, advance funding and fee credit programs and other possible funding alternatives. A thorough evaluation of the Project's objectives and consistency with various grant funding program objective criteria is on-going to determine the most financially advantageous approach for the City. The results of the financial alternatives analysis will support the development of the locally preferred project and associated financing strategy.

Once the locally preferred project is identified, LWA will assist with the development a capacity analysis and Financial Plan that outlines the approach to funding and financing the Project. The plan will outline the preferred approach for non-local funding, a proposed funding mechanism for local funding including an analysis of financial impacts and economic benefit to the City and local beneficiaries as well as a proposed approaching for financing the improvements. This work will be informed by the progress of the USACE Lower Cache Creek Feasibility Study and the Yolo Rail Re-alignment study.

LWA's existing contract with the City was executed to facilitate a portion of the **Task 1** scope described above. As the Project has advanced additional information has been identified that requires an amendment to the original scope.

Task 1 – Deliverables

In connection with the above scope of work, LWA will attend meetings and conference calls on an as needed basis. LWA will prepare memoranda and technical analysis as directed and required in order to document, evaluate, and support the proposed alternatives.

Table 1: Fee Estimate for Task 1

Financial Management Support	Hours	Bill Rate	Contract
Derek Larsen - Principal	65	$180	$11,700
Seth Wurzel- Principal	80	$180	$14,400
Felicity Wood - Analyst	20	$110	$2,200
Lisa Murphy - Project Assistant	20	$85	$1,700
Expenses			$600
		Task 1 - Sub Total	**$30,600**

Task 2 – Preparation of an UFRR Concept Proposal

LWA will work with the City and MBK Engineers to provide support coordinating with the State to submit a concept proposal to DWR under the UFRR program. This work will include assisting with preparation of an UFRR concept proposal and other tasks assigned to LWA. The preparation of the required financial plan accompanying a final UFRR Grant application would include certification of the financial plan by a CGFM. The work may include:

- Assistance with the development of a design scope and budget to include in the concept proposal
- Assistance with the preparation of concept proposal
- Preparation of a preliminary Financial Plan and Statement of Financial Capability
- Preparation of a preliminary State Cost Share recommendation
- Providing strategic guidance on contracting strategies with DWR

Table 2: Fee Estimate for Task 2

Preparation of an UFRR Concept Proposal	Hours	Bill Rate	Contract
Derek Larsen - Principal	48	$180	$8,640
Seth Wurzel- Principal	32	$180	$5,760
Felicity Wood - Analyst	15	$110	$1,650
Lisa Murphy - Project Assistant	15	$85	$1,275
Engineering Intern	11	$50	$550
Expenses			$525
		Task 2 - Sub Total	**$18,400**

Task 3 – Evaluation of New Assessment District for Flood Control Improvements and Services

LWA will prepare a preliminary cost allocation analysis that presents the range of expected annual assessment rates for the benefiting properties. The work may include:

- Preparation of a preliminary cost allocation analysis that presents the range of expected annual assessment rates for the benefiting properties.
- Evaluation of the capacity of a new benefit assessment district to fund the capital costs and ongoing O&M.
- Conceptualization of a funding and financing structure to determine the annual costs of servicing debt issued to fund the upfront capital costs and reimburse previously advanced design costs.
- Refinement of the Project schedule and definition of project milestones that will require local capital investment.
- Refinement of the preliminary cash flow model based on the Project implementation assumptions and ultimately the local financing required to implement the Project.
- Coordination with the City to evaluate various financing structures and debt plans to finance the Project over time.
- Development of a proportionate benefit spread methodology that is defensible and can be efficiently administered.
- Assist the City with identifying possible governance structures to securing funding for the local share of the Project.

Table 3: Fee Estimate for Task 3

Evaluation of New Assessment District	Hours	Bill Rate	Contract
Derek Larsen - Principal	20	$180	$3,600
Seth Wurzel- Principal	50	$180	$9,000
Megan Jonsson - Analyst II	80	$120	$9,600
Lisa Murphy - Project Assistant	20	$85	$1,700
Engineering Intern	10	$50	$500
Expenses			$600
		Task 3 - Sub Total	**$25,000**

Total Budget (Tasks 1 through 3): $74,000

Summary

The total budget to provide the above listed scope of services is $74,000. This is LWA's best estimate of the budget that will be required to perform the above listed scope of services given currently available information. With these types of services however, a moderate level of uncertainty is inherent. Consequently, the estimated budget may be in excess of or short of the funds required to perform the requested services.

LWA will charge for services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, LWA will bill only for the services completed up to the authorized budget amount. LWA's current hourly rate schedule is attached as **Exhibit B**.

If additional services are required or requested, LWA will request authorization for additional budget with the understanding that terms would be negotiated in good faith. It is expected that this budget may be increased on an as-needed basis through a contract amendment process.

LWA will send request for payment to the City on a monthly basis after the completion of services.

Request for payment will be sent to the following address:

City of Woodland
Attn: Tim Busch
300 First Street
Woodland, CA 95695

Exhibit B
Hourly Rate Schedule*

Staff Billing Rates	2015	2016	2017
Principal	$180.00	$185.00	$190.00
Senior Vice President	$175.00	$180.00	$185.00
Vice President	$170.00	$175.00	$180.00
Project Manager	$155.00	$160.00	$165.00
Project Engineer	$140.00	$145.00	$150.00
Senior Analyst	$135.00	$140.00	$145.00
Associate Engineer	$130.00	$135.00	$140.00
Assistant Engineer	$120.00	$125.00	$130.00
Analyst II	$120.00	$125.00	$130.00
CAD Tech	$110.00	$115.00	$120.00
Analyst	$110.00	$110.00	$115.00
Junior Engineer	$95.00	$100.00	$105.00
Project Coordinator	$85.00	$90.00	$95.00
Project Assistant	$80.00	$85.00	$90.00
Technical Editor	$65.00	$70.00	$75.00
Clerical Staff	$55.00	$60.00	$65.00
Engineering Intern	$50.00	$55.00	$55.00

Rates adjust January 1st of each year.

Automobile mileage is billed at the federal reimbursement rate.

Professional services provided by others billed through LWA are billed at cost plus a service charge of 5%.

File #: 14-662, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: First Reading of Updated Ordinance Regulating Stormwater Discharges and Runoff

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only Ordinance No. _____, replacing Chapter 23D and amending Sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban stormwater quality management and discharge control.

Staff Contact

Tim Lloyd - 661-5899, tim.lloyd@cityofwoodland.org

Fiscal Impact

Adoption of the Ordinance will not have a direct fiscal impact on the City. Enforcement of the Ordinance may increase costs, but the Ordinance provides for cost recovery during enforcement actions.

Background

On February 5, 2013, the State Water Resources Control Board (State Board) adopted a new stormwater permit (General Permit) for small municipal separate storm sewer systems (MS4s). The General Permit, which became effective on July 1, 2013, replaces the original small MS4 permit adopted by the State Board. The General Permit implements the federal Clean Water Act and California's Porter-Cologne Water Quality Control Act, and applies to cities such as Woodland.

The General Permit establishes more stringent programming and compliance requirements for all permittees than were in the 2003 permit. One of the requirements of the General Permit is that the City have adequate legal authority to comply with the General Permit. Specifically, the City must have legal authority to control discharges from the MS4, to effectively prohibit non-stormwater from entering the MS4, and to require compliance with appropriate best management practices. In addition, the City is required to analyze the Municipal Code and remove barriers to implementation of post-construction standards.

Discussion

The proposed Ordinance updates the City's legal authority to implement the General Permit. In addition, revisions to sections 14A-1-3 (public nuisance), 25-2-40 (compliance with laws and zoning regulations required), 25-6-01 (open space purpose statement), 25-22-10 (general provisions of landscape code), and 25-22-20 (specific provisions of landscape code) are proposed to address barriers to implementing post-construction standards. A summary of the key revisions to the Ordinance follows:

A. Prohibited and Conditionally Prohibited Discharges

1. Non-stormwater discharges to the MS4 are prohibited and include: discharges in excess of incidental runoff and any discharge that may cause or threaten a condition of pollution or nuisance, contains hazardous substances, or is identified to be a significant source of pollutants.
2. Water line flushing, individual residential car washing, uncontaminated pumped ground water, potable water, air conditioning condensation, flows from riparian habitats and wetlands, de-chlorinated pool and spa water, incidental runoff from landscaped areas, and firefighting flows are conditionally exempt and may be discharged to the MS4 unless they pose a threat to stormwater quality.

B. Reduction of Pollutants in Stormwater

1. The City can require best management practices to be implemented for any activity, operation or facility that may discharge pollutants to the storm drain system.
2. No person may throw, deposit, leave, or maintain any refuse, rubbish, garbage, or other discarded or abandoned objects and accumulations. Sidewalks must be maintained free of dirt or litter. Dirt and debris may not be tracked or blown off any property.
3. Landscape runoff in excess of an amount deemed to be incidental runoff must be controlled.

C. Construction Activities

1. Projects greater than 1 acre or more or part of a larger common plan of development or sale must comply with the State Construction General Permit and must submit a stormwater pollution prevention plan (SWPPP) to the City.
2. Identified projects must submit an Erosion and Sediment Control Plan (ESCP). The ESCP must be approved by the City prior to any land disturbance. A SWPPP prepared in accordance with the Construction General Permit may replace the ESCP.

D. Development Activities

1. New development and redevelopment projects creating or replacing 2,500 square feet or more of impervious surface must comply with the General Permit's post-construction requirements. The requirements are different for small and large projects:
   - Smaller projects (creating or replacing between 2,500 and 5,000 square feet of impervious surface) must incorporate site design measures to reduce runoff from the site.
   - Larger projects (creating or replacing 5,000 square feet or more of impervious surface, but excluding detached single-family homes that are not part of a larger plan of development) must also use low impact development design standards to meet certain retention or detention standards.
2. Projects with certain pollutant-generating activities and sources must use source control measures to control pollutants.

E. City Responsibilities/Authority

1. Enter, inspect, monitor and sample to confirm compliance with the permit.
2. Use a variety of enforcement tools, including administrative, civil and criminal remedies.

3. Perform abatement and clean up and to recover costs.

F. Public Nuisance
The proposed Ordinance adds an exception to the definition of attractive nuisance in the public nuisance chapter for properly maintained temporary ponding of stormwater in accordance with City approved plans. This amendment is intended to remove potential barriers to allowing property owners to retain stormwater on-site for purposes of attaining infiltration and retention requirements in the General Permit.

G. Open Space and Landscaping
1. Amendments to sections 25-2-40 and 25-6-01 express an intent to allow stormwater management practices to occur within open space areas as long as the primary use of the open space is not compromised.
2. Amendments to section 25-22-10 and 25-22-20 express an intent to allow landscape and setback areas to be used for stormwater management practices.

The proposed stormwater quality control Ordinance and related public nuisance, open space and landscaping amendments are designed to strengthen the City's legal authority to control pollutant discharges to the MS4 and to effectively prohibit non-stormwater from entering the MS4. The Ordinance is intended to be sensitive to and consistent with the City's land use and planning approach while also meeting minimum standards required by the General Permit.

Environmental Review
Adoption of the amendments to the Municipal Code is exempt from the California Environmental Quality Act (CEQA) as an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources under State CEQA Guidelines Section 15307 and the environment under State CEQA Guidelines Section 15308. The amendments to the Municipal Code will protect natural resources and the environment through the implementation of discharge procedures, water runoff controls, monitoring and reporting requirements, and enforcement provisions. Through these provisions, and others implemented by the amendments to the Municipal Code, the City will ensure the maintenance, restoration, enhancement or protection of a natural resource and the environment. The amendments to the Municipal Code are also not subject to the exceptions provided by State CEQA Guidelines Sections 15300.2 because the amendments include enforcement and inspection provisions, among other restrictive provisions, that protect the environment and do not otherwise involve unusual circumstances or cumulative effects.

Conclusion

Staff recommends that the City Council waive the first reading and read by title only Ordinance No. _____, replacing Chapter 23D and amending Sections 14A-1-3, 25-2-40, 25-6-01, 25-22-10, and 25-22-20 of the Woodland Municipal Code relating to urban stormwater quality management and discharge control.

Prepared by: Roberta Childers, Environmental Resource Analyst
Tim Lloyd, Wastewater Systems Administrator

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment 1: Ordinance No. ____, "An Ordinance of the City Council of the City of Woodland, California, Replacing Chapter 23D of the Woodland Municipal Code Relating to Urban Stormwater Quality Management and Discharge Control, and Amending Sections 14A-1-3 Relating to Public Nuisances, 25-2-40 and 25-6-01 Relating to Open Space, and 25-22-10 and 25-22-20 Relating to Landscaping and Setback Areas"

ATTACHMENT 1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, REPLACING CHAPTER 23D OF THE WOODLAND MUNICIPAL CODE RELATING TO URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL, AND AMENDING SECTIONS 14A-1-3 RELATING TO PUBLIC NUISANCES, 25-2-40 AND 25-6-01 RELATING TO OPEN SPACE, AND 25-22-10 AND 25-22-20 RELATING TO LANDSCAPING AND SETBACK AREAS

WHEREAS, the City of Woodland ("City") owns and maintains a municipal separate storm sewer system ("MS4") that collects and conveys stormwater runoff from properties within the City's jurisdiction; and

WHEREAS, pursuant to the Federal Water Pollution Control Act ("Clean Water Act"), the regulations implementing the Clean Water Act's National Pollutant Discharge Elimination System ("NPDES"), and the California Porter-Cologne Water Quality Control Act, the City is required to obtain coverage under and comply with the Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems adopted by the State Water Resources Control Board; and

WHEREAS, the State Water Resources Control Board initially adopted a permit applicable to the City on April 30, 2003, and renewed it on February 5, 2013 through Order No. 2013-0001-DWQ, NPDES Permit No. CAS000004 ("General Permit"); and

WHEREAS, the General Permit requires the City to review and revise relevant ordinances and other regulatory mechanisms to obtain adequate legal authority, to the extent allowable under state or local law, to effectively prohibit non-stormwater discharges into the MS4, to implement controls to reduce the discharge of pollutants from the MS4 to the maximum extent practicable, and to meet the other requirements of the General Permit; and

WHEREAS, in order to maintain adequate legal authority, the City desires to amend its stormwater quality control ordinance to regulate stormwater and non-stormwater discharges into and from the MS4, to update construction and post construction stormwater management requirements, and provide additional enforcement authority for violations of the ordinance; and

WHEREAS, the City Council additionally wishes to reduce impediments to implementation of the post-construction requirements in the General Permit by amending portions of the Municipal Code relating to public nuisances, open space, and landscaping requirements; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Woodland as follows:

<u>Section 1. Amendment</u>. Section 14A-1-3(b)(6) of the Woodland Municipal Code is amended to add the language shown in underlined text, as follows:

Sec. 14A.1-3(b)(6)

Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, unprotected and/or hazardous pools, ponds, iceboxes or refrigerators, or excavations; provided, however, that properly maintained temporary ponding of stormwater in accordance with City approved plans shall not constitute an attractive nuisance for purposes of this section;

Section 2. Amendment. Section 25-2-40(c) of the Woodland Municipal Code is hereby amended to add the language shown in underlined text, as follows:

Sec. 25-2-40(c)

No building or part thereof or other structure shall be erected, nor shall any existing building be altered, enlarged, rebuilt, or moved into any zone, nor shall any open space be encroached upon or reduced in any manner, except in conformity to the yard, building site area, and building location regulations hereinafter designated for the zone in which such building or open space is located. City-approved stormwater management practices may be incorporated into open space areas where the practice will not compromise the primary use of the open space.

Section 3. Amendment. Section 25-6-01 of the Woodland Municipal Code is hereby amended to add the language shown in underlined text, as follows:

Sec. 25-6-01

To preserve open space recreation area and areas of historical and cultural value, and devoted to the enjoyment of scenic beauty, conservation of natural resources and landscaped areas; to reduce impervious surface coverage for stormwater management.

Section 4. Amendment. Subdivision (v) is hereby added to Section 25-22-10 of the Woodland Municipal Code to read as follows:

Sec. 25-22-10(v)

(v) Subject to approval by the City, landscaped areas and setbacks may be used for stormwater management practices.

Section 5. Amendment. Subdivision (b)(8) is hereby added to Section 25-22-20 of the Woodland Municipal Code to read as follows:

Sec. 25-22-20

(b)(8) Subject to approval by the City, permanent landscaping in off-street parking and loading areas may be used for stormwater management practices.

Section 6. Amendment. Chapter 23D of the Woodland Municipal Code is hereby repealed in its entirety and replaced by a new Chapter 23D, "Urban Stormwater Quality Management and Discharge Control" to read as set forth in **Exhibit A** to this Ordinance, which Exhibit is incorporated by this reference as if set forth fully at this point.

Section 7. Exemption from California Environmental Quality Act. The City finds that the amendments to the Municipal Code, made pursuant to this Ordinance, are exempt from the California Environmental Quality Act ("CEQA") because the amendments are an action by a regulatory agency as authorized by state law, local ordinance or resolution for the protection of natural resources (i.e., water) under State CEQA Guidelines Section 15307 and the environment under State CEQA Guidelines Section 15308. The amendments will protect natural resources and the environment through the implementation of discharge procedures, water runoff controls, monitoring and reporting requirements, and enforcement provisions. Through these provisions, and others implemented by the amendments, the City will assure the maintenance, restoration, enhancement or protection of a natural resource and the environment. The City has also determined that the exceptions provided in State CEQA Guidelines Sections 15300.2 do not apply because the amendments' enforcement and inspection provisions, among other restrictive provisions, will protect the environment and do not otherwise involve unusual circumstances or cumulative effects. The City Clerk shall be the custodian of record for the documentation supporting this action. Staff is hereby directed to file a Notice of Exemption with the Yolo County Clerk's Office within five (5) working days.

Section 8. Severability. If any section, sub-section, subdivision, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, sub-section, subdivision, paragraph, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more sections, sub-sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 9. 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 within 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.

PASSED, APPROVED, AND ADOPTED this ____ day of _______________, 2015, 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

Woodland Municipal Code chapter 23D
Urban Stormwater Quality Management and Discharge Control

CHAPTER 23D. URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL

Article 1. General.

Sec. 23D-1-10. Title.

This chapter shall be known as the “Stormwater Quality Control Ordinance,” and may be cited as such, and is referred to herein as “this chapter.”

Sec. 23D-1-20. Purpose and intent.

This chapter documents the City’s legal authority to implement the requirements of Section 402(p)(3) of the Clean Water Act, 33 U.S.C. section 1342, and the Porter-Cologne Water Quality Control Act, Water Code section 13000, et seq., as embodied in the City’s current NPDES permit.

Sec. 23D-1-30. Conflicts with other laws.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the regulations implementing the NPDES, the Porter-Cologne Water Quality Control Act, and any permit or order issued pursuant to such laws.

Sec. 23D-1-40. Best management practices.

“Best management practices” (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or the MS4. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Sec. 23D-1-50. CASQA.

“CASQA” means the California Stormwater Quality Association.

Sec. 23D-1-60. City.

“City” has the meaning set forth in section 1-2-1 of this Code.

Sec. 23D-1-70. City Engineer.

“City Engineer” has the meaning set forth in section 20-1-9 of this Code.

Sec. 23D-1-80. Clean Water Act.

“Clean Water Act” means the federal Water Pollution Control Act of 1972, codified at Chapter 26 of Title 33 of the United States Code.

Sec. 23D-1-90. Construction activity.

“Construction activity” means any soil disturbing activity that requires a building or grading permit from the City, including, but not limited to, demolition, clearing, grading, paving, stockpiling, and excavating.

Sec. 23D-1-100. Construction General Permit.

“Construction General Permit” means the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Board, NPDES No. CAS000002, as it currently exists or may be amended and reissued from time to time. The Construction General Permit covers, in part, construction activity that results in a land disturbance of equal to or greater than one acre. The Construction General Permit is available from the State Board and may be reviewed on the internet at: http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml.

Sec. 23D-1-110. Construction site.

"Construction site" means the premises where any project that involves any construction activity is located, including projects requiring coverage under the Construction General Permit.

Sec. 23D-1-120. Development.

"Development" means any land disturbing activity that falls under the City's planning or permitting authority, including any construction activity, construction or installation of a building or structure, creation of impervious surfaces, or land subdivision. Development does not include trenching, excavation and resurfacing associated with linear underground/overhead projects; pavement grinding and resurfacing of existing roadways; construction of new sidewalks, pedestrian ramps, or bike lanes on existing roadways; or routine replacement of damaged pavement such as pothole repair or replacement of short, non-contiguous sections of roadway.

Sec. 23D-1-130. Director.

"Director" means the City Public Works Director, or designee of the Public Works Director or City Manager.

Sec. 23D-1-140. Discharge.

"Discharge" means the release or deposit of any fluid, liquid, solid, flowing substance, or any other material.

Sec. 23D-1-150. EPA.

"EPA" means the United States Environmental Protection Agency.

Sec. 23D-1-160. Hazardous substance.

"Hazardous substance" has that meaning set forth in Section 13050 of the California Water Code.

Sec. 23D-1-170. Illicit connection.

"Illicit connection" means a pipe, drain, open channel, or other conveyance facility, or device, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4 regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency. Illicit connections are further specified in section 23D-2-20 of this chapter.

Sec. 23D-1-180. Illicit discharge.

"Illicit discharge" means any discharge that is either: (1) a non-stormwater discharge that violates an NPDES permit, or (2) any discharge that causes or contributes or threatens to cause or contribute to a violation of any plan standard. Illicit discharges are further specified in section 23D-2-10 of this chapter.

Sec. 23D-1-190. Incidental runoff.

"Incidental runoff" means an unintended, unanticipated, and infrequent amount (volume) of water discharge from landscape irrigation, such as unintended, minimal over-spray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design, if it is due to excessive application, or if it is due to intentional or grossly negligent overflow or application.

Sec. 23D-1-200. Industrial or commercial facility.

"Industrial or commercial facility" has the meaning set forth for "industrial activity" in Section 122.26(b)(14)(i)-(xi) of Title 40 of the Code of Federal Regulations.

Sec. 23D-1-210. Larger common plan of development or sale.

"Larger common plan of development or sale" means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

Sec. 23D-1-220. Linear underground/overhead projects.

"Linear underground/overhead projects" include, but are not limited to, any conveyance, pipe, or pipeline for the transportation of any gaseous, liquid (including water and wastewater for domestic municipal services), liquescent, or slurry substance; any cable line or wire for the transmission of electrical energy; any cable line or wire for communications (e.g., telephone, internet, radio, or television messages); and associated ancillary facilities.

Sec. 23D-1-230. MS4.

"MS4" or "municipal separate storm sewer system" means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, that discharges into waters of the United States and which is owned or operated by the City and designed or used for collecting or conveying stormwater.

Sec. 23D-1-240. NPDES.

"NPDES" means the National Pollutant Discharge Elimination System under the Clean Water Act.

Sec. 23D-1-250. National Pollutant Discharge Elimination System permit.

"National Pollutant Discharge Elimination System permit" or "NPDES permit" means a permit issued by the EPA, State Board, or Regional Board that authorizes discharges to waters of the United States and requires the reduction of pollutants in the discharge. The City's NPDES permit is the State Board's Water Quality Order No. 2013-0001-DWQ, NPDES General Permit No. CAS000004, as it currently exists or may be amended and reissued from time to time.

Sec. 23D-1-260. Non-stormwater discharge.

"Non-stormwater discharge" means any discharge to the MS4 or to a watercourse, that is not entirely composed of stormwater.

Sec. 23D-1-270. Person.

"Person" has the meaning set forth in section 1-2-20 of this Code.

Sec. 23D-1-280. Plan standard.

"Plan standard" means any or all applicable requirements of the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, adopted by the Regional Board, and all subsequent amendments.

Sec. 23D-1-290. Pollutant.

"Pollutant" means any "pollutant" defined in section 502(6) of the Clean Water Act or incorporated into the California Water Code section 13373. Pollutants may include, but are not limited to the following:

(a) Residential, commercial and industrial waste (such as trash, litter, fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge),

(b) Metals such as cadmium, lead, zinc, silver, nickel, chromium, copper and non-metals such as phosphorous and arsenic,

(c) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease),

(d) Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora or fauna of the state,

(e) Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities), and

(f) Substances having characteristics such as pH less than 6 or greater than 9, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

Sec. 23D-1-300. Porter-Cologne Water Quality Control Act.

"Porter-Cologne Water Quality Control Act" means that act codified at Chapter 1 of Division 7 of the California Water Code.

Sec. 23D-1-310. Premises.

"Premises" mean any building, lot, parcel, land or portion of land whether improved or unimproved.

Sec. 23D-1-320. Receiving waters.

"Receiving waters" mean surface water that receives regulated and unregulated discharges from activities on land, including, but not limited to, creeks, streams, rivers, lakes, estuaries, groundwater formations, or other bodies of water into which surface water, treated waste, or untreated waste are discharged.

Sec. 23D-1-330. Regional Board.

"Regional Board" means the Central Valley Regional Water Quality Control Board.

Sec. 23D-1-340. Runoff.

"Runoff" means water and substances carried in it that drains from the surface of an area of land, premises, a building or structure.

Sec. 23D-1-350. State Board.

"State Board" means the State Water Resources Control Board.

Sec. 23D-1-360. Storm water and stormwater.

"Storm water" and "stormwater" mean surface runoff and drainage associated with storm events, which is free of pollutants.

Sec. 23D-1-370. Stormwater pollution prevention plan or "SWPPP".

"Stormwater pollution prevention plan" or "SWPPP" means a document which describes the best management practices to be implemented by the owner or operator of a premises, business, or construction site to eliminate illicit discharges and/or reduce to the maximum extent practicable pollutant discharges to the MS4.

Sec. 23D-1-380. Structural control measures.

"Structural control measures" means any structural facility designed and constructed to mitigate the adverse impacts of stormwater and runoff.

Sec. 23D-1-390. Watercourse.

"Watercourse" means any natural stream, whether flowing continuously or not, that is fed from permanent or natural sources, and includes, without limitation rivers, creeks, runs, and rivulets.

Sec. 23D-1-400. Waters of the United States.

"Waters of the United States" has the same meaning as that term is defined in 40 C.F.R. § 122.2.

Article 2. Prohibitions.

Sec. 23D-2-10. Discharge prohibitions.

(a) No person shall:

(1) Cause, allow or facilitate any non-stormwater discharge directly or indirectly into the MS4 except in compliance with the requirements of this chapter and in compliance with any separate individual or general NPDES permit;

(2) Cause, allow or facilitate any illicit discharge;

(3) Discharge any material directly or indirectly into the MS4 within the City's jurisdiction that may cause, or threaten to cause a condition of pollution, contamination, or nuisance within the meaning of California Water Code section 13050 or that may cause or contribute to a violation of the City's NPDES permit, the Clean Water Act or the Porter-Cologne Water Quality Control Act; or

(4) Discharge any material into the MS4 that is not stormwater and that is not incidental runoff.

(b) The following discharges shall be conditionally exempt from the prohibited discharges under section 23D-2-10(a), unless the Director determines that the discharge is otherwise prohibited under the requirements of section 23D-2-10(c):

(1) Water line flushing;

(2) Individual residential car washing;

(3) Diverted streamflows;

(4) Rising groundwater, where groundwater seepage is not otherwise regulated by a separate NPDES permit;

(5) Uncontaminated groundwater infiltration to the MS4;

(6) Uncontaminated pumped groundwater, provided such discharges are compliant with all applicable permit requirements, including enrollment in any applicable NPDES permit or waste discharge requirement;

(7) Discharges from potable water sources;

(8) Gravity flow from foundation drains, footing drains and crawl space pumps, when groundwater seepage is not otherwise regulated by a separate NPDES permit or waste discharge requirements, provided such discharges are compliant with all applicable permit requirements;

(9) Air conditioning condensation, when not otherwise regulated by a separate NPDES permit;

(10) Natural springs;

(11) Flows from riparian habitats and wetlands;

(12) Discharges of dechlorinated water from swimming pools and spas, when not otherwise regulated by a separate NPDES permit;

(13) Incidental runoff from landscaped areas as defined in section 23D-1-190;

(14) Discharges composed entirely of stormwater;

(15) Discharges subject to regulation under current EPA, State Board, or Regional Board issued NPDES permits, or other waivers, permits or approvals granted by an appropriate government agency; and

(16) Discharges from emergency firefighting activities, unless identified as a significant source of pollutants to waters of the United States.

(c) Notwithstanding the conditional exemptions provided in section 23D-2-10(b), if the Director, independently or at the direction of the Regional Board, determines that a conditionally exempt discharge is a significant source of pollutants, threatens water quality standards, causes or significantly contributes to a violation of any receiving water limitation, results in the conveyance of significant quantities of pollutants to surface waters, or is otherwise a danger to public health or safety, the Director may determine that the discharge is a violation of this section, prohibit such discharge, and take any enforcement option available under this chapter.

Sec. 23D-2-20. Prohibited connections.

(a) No person shall:

(1) Construct, maintain, operate or utilize any illicit connection to the MS4.

(2) Act, cause, permit or suffer any agent, employee, or independent contractor, to construct, maintain, operate or utilize any illicit connection.

(b) This prohibition includes connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of the connection.

Article 3. Best management practices.

Sec. 23D-3-10. Best management practices required.

Each person responsible for any premises, site, activity, operation, or facility that may discharge any pollutant to the MS4 shall implement those BMPs approved or required by the Director in accordance with this chapter, or with any local, state, or federal law, rule, regulation, or permit.

Sec. 23D-3-20. Incidental runoff.

(a) Every person responsible for any premises within the City shall control discharges from the premises in excess of incidental runoff by taking the following actions:

(1) Promptly detect and correct leaks, no later than 72 hours after learning of the leak;

(2) Properly design and aim sprinkler heads;

(3) Cease watering during precipitation events;

(4) Properly manage ponds containing recycled water such that no discharge occurs in violation of any applicable permit, state or local law or regulation; and

(5) Take any action necessary to prevent the discharge of non-stormwater to the MS4 or to the waters of the state or United States.

Sec. 23D-3-30. Notification of discharge.

(a) Notwithstanding any other requirement of law, the person in charge of a premises or responsible for a premises' emergency response must take all necessary steps to ensure the discovery, containment and cleanup of such release and immediately report any known or suspected release of materials, pollutants, or waste, which may result in pollutants or non-stormwater discharges entering stormwater, the MS4, or waters of the state or United States, in the following manner:

(1) The release of a hazardous substance shall be immediately reported to emergency services by emergency dispatch services (911).

(2) The release of a non-hazardous substance shall be reported as follows:

(A) To the Director at 661-5962 if the release occurs during regular business hours.

(B) To County Communications at 666-8920 if the release occurs after regular business hours on a weekday, or on a weekend or holiday.

(C) If the discharge has been contained and cleaned, to the Director in person, by telephone, or in writing no later than 4:00 p.m. on the next business day. Notifications in person or by telephone shall be confirmed by written notice mailed to the City's Public Works Department within three business days of the in person or telephone notice.

(3) If the discharge is from an industrial or commercial facility, the owner or operator of such facility shall retain written records of the discharge and the actions taken to prevent a recurrence onsite. Such records shall be retained at the industrial or commercial facility for at least three (3) years.

(b) In addition to the above requirements, release of any hazardous substances, sewage, oil, or petroleum to any waters of the state, or discharged or deposited where it is or probably will be discharged in or on any waters of the state, shall be reported to the State Office of Emergency Services, as required by sections 13271 and 13272 of the California Water Code.

Sec. 23D-3-40. Watercourse protection.

(a) Every person responsible for any premises through which a watercourse passes, shall keep and maintain that part of the bed, bank, and channel of the watercourse within the premises free of pollutants. The responsible person for any such premises shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor perform vegetation management in such a manner as to increase the vulnerability of the watercourse to erosion.

(b) The person responsible for any premises through which a watercourse passes must maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. Maintenance must be conducted in a manner that does not adversely impact waterway species.

(c) To the extent that this chapter imposes prohibitions or requirements regarding non-stormwater discharges to the MS4, those same prohibitions and requirements are imposed on non-stormwater discharges to watercourses.

(d) The person responsible for any premises through which a watercourse passes must comply with all laws, rules, and regulations of State, and Federal agencies that may have jurisdiction over the watercourse.

Sec. 23D-3-50. Waste disposal.

(a) Except when deposited in lawfully established dumping areas, no person shall throw, deposit, wash, blow, leave, maintain, keep or permit to be thrown, deposited, washed, blown, placed, left or maintained any refuse, rubbish, garbage or other discarded or abandoned objects, articles and accumulations, including, but not limited to dirt, green waste and animal waste, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage structures, at any business place or upon any public or private lot of land in the City, so that the same may cause or contribute to pollution or an illicit discharge or cause or contribute to a violation of the requirements of any applicable water quality control plan.

(b) Each person with maintenance responsibilities over any paved surface must maintain said surface free of dirt and litter. Dirt and litter from a paved surface shall not be swept, washed, blown, or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained on such premises as required for garbage disposal.

(c) Each person with responsibility for a premises, whether improved or unimproved, shall maintain the premises to prevent soil and other debris from being washed or tracked off the premises.

(d) Each person responsible for a pet shall promptly pick up animal waste deposited in public areas and properly dispose of it in a trash receptacle.

Article 4. Construction, industrial, commercial, and development activities.

Sec. 23D-4-10. Construction activities.

(a) Plan review. The applicant for any development permit and the owner of any premises which is the subject of such an application must comply with the terms, conditions, and requirements imposed by the City to ensure compliance with this chapter and any applicable permit. Such terms, conditions, and requirements may include, but are not limited to, actions and practices consistent with the current version of CASQA's Construction Best Management Practice Manual or its equivalent, and requirements for erosion and sediment controls, soil stabilization, dewatering, source controls, pollution prevention measures and illicit discharges. If the project will be approved without application for a grading permit or building permit, the owner of any premises subject to a discretionary land use approval or subdivision map must comply with all terms, conditions and requirements imposed by the City to ensure compliance with this chapter or any applicable permit.

(b) Compliance with Construction General Permit. Every development project that disturbs one acre or more of soil or disturbs less than one acre but is part of a larger common plan of development or sale of one or more acres of disturbed surface land is subject to the Construction General Permit and shall comply with all provisions of such permit. Proof of compliance with the Construction General Permit satisfactory to the City Engineer must be submitted prior to issuance of a grading or building permit.

(c) Erosion and sediment control plan. The person who possesses the title of the real property or the leasehold interest of the premises on which a construction activity will occur within the City shall prepare and submit, or cause to be prepared and submitted, an erosion and sediment control plan prior to and as a condition of the issuance of a grading or building permit. The erosion and sediment control plan shall contain, at a minimum, appropriate site-specific construction site BMPs, the rationale used for selecting or rejecting BMPs, a quantification of expected soil loss where necessary, a list of applicable permits directly associated with applicable grading activity, and evidence that those permits have been obtained. No construction activity shall commence before the City Engineer issues written approval of the erosion and sediment control plan. A SWPPP developed pursuant to the Construction General Permit may substitute for the erosion and sediment control plan for projects where a SWPPP is developed. In such cases, the SWPPP must comply with this chapter and must be submitted to the City for review and approval.

(d) Permit coverage. Prior to and as a condition of receiving a grading or building permit, the person who possesses the title of the real property or the leasehold interest of the premises on which a construction activity will occur within the City, shall demonstrate existing coverage under applicable permits, including, but not limited to, the State Board's Construction General Permit, State Board 401 Water Quality Certification, United States Army Corp 404 permit, and California Department of Fish and Wildlife 1600 agreement. The City may require documentation demonstrating coverage by and compliance with any applicable permit, including copies of any notice of intent, SWPPPs, inspection reports, monitoring results, and other information deemed necessary to assess compliance with this chapter or any permit.

(e) BMPs. The City Engineer may require, as a condition of issuing a grading or building permit, the implementation of BMPs to ensure that the discharge of pollutants from a construction site will be effectively prohibited and will not cause or contribute to a condition of pollution or to an exceedance of water quality standards. The person who possesses the title of the real property or the leasehold interest of the premises on which a construction activity will occur within the City shall implement such BMPs approved by the City Engineer to ensure that discharges of pollutants are effectively prohibited and will not cause or contribute to an exceedance of water quality standards. All construction and grading activities shall comply with applicable laws, including all applicable City ordinances and the City's NPDES permit regulating discharges into and from the MS4.

(f) Cost recovery. The applicant for a development project subject to the requirements of this chapter shall pay all costs and expenses incurred by the City in the review of project plans and inspection of construction sites for compliance with this chapter in accordance with the latest Master Fee Schedule adopted by the City Council.

Sec. 23D-4-20. Industrial and commercial facilities.

(a) No person shall operate or cause to be operated any industrial or commercial facility without first obtaining and complying with any required NPDES permit or waste discharge requirements. The City may require documentation demonstrating coverage by and compliance with any applicable permit, including copies of any notice of intent, SWPPPs, inspection reports, monitoring results, and other information deemed necessary to assess compliance with this chapter or any permit.

(b) On receipt of written notice from the City, the owner or operator of any industrial or commercial facility or source of stormwater shall select, install, and after approval from the Director or City Engineer, implement and maintain BMPs consistent with the CASQA Industrial/Commercial BMP Handbook or its equivalent. BMPs must be designed to implement the requirements of this chapter and any applicable permit.

(c) The Director or City Engineer may require the person responsible for any industrial or commercial facility to enter into an agreement for the operation, maintenance and annual reporting of any structural control measures and treatment systems and to record such agreement with the County Recorder's office. The signature of the owner of the real property shall be sufficient for the recording of these terms, conditions and requirements and a signature on behalf of the City shall not be required for recordation.

Sec. 23D-4-30. Development activities.

(a) All development projects must be planned, designed and constructed consistent with the post-construction standards in the City's NPDES permit and in accordance with the post-construction stormwater management requirements adopted by Council resolution. The post-construction standards and requirements include, but are not limited to, the use of source control, low impact development, and hydromodification measures, as applicable.

(b) As a condition of approval of any development project, the owner of the real property that is the subject of the development project must provide a written document, deed, agreement or similar writing acceptable to the Director or City Engineer, obligating the project proponent, their successors in control of the project and successors in fee title to the underlying real property (or premises), to assume responsibility for the operation, maintenance and annual reporting of all structural control measures, installed treatment systems and hydromodification controls, if any, for the project.

(c) The owner or operator of any installed structural control measures, treatment system or hydromodification control shall provide the Director with information and physical access necessary to assess compliance with this chapter, with the City's NPDES permit, and with any writing establishing operation and maintenance responsibilities and shall pay the City an annual fee for inspection and maintenance services in accordance with the latest Master Fee Schedule adopted by the City Council.

Article 5. Right to enter, sample, investigate, review records and collect information.

Sec. 23D-5-10. Right to sample, investigate, review records and collect information.

(a) Right to enter and inspect. Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the Director, or representative of the Director, has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the Director may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to stormwater compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the City is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

(b) Sampling authority. The Director may inspect, sample and test any facilities, equipment, practices, or operations, area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any contained contents) and/or treatment system discharge for the purpose of determining the potential for the discharge of pollutants to the MS4. The Director may investigate the integrity of all storm drain and sanitary sewer systems, any connection or other pipelines on the private property using appropriate tests, including, but not limited to, smoke and dye tests or video surveys. The Director may take photographs or videotapes, make measurements or drawings and create any other record reasonably necessary to document conditions on the premises.

(c) Records review. The Director may inspect records of the owner or person in charge of the day-to-day activities of private property relating to chemicals or processes presently or previously occurring on-site, including, but not limited to material and/or chemical inventories, facilities maps or schematics and diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, SWPPPs, monitoring program plans and any other record(s) relating to illicit connections, illicit discharges, a connection or any other source of discharge or potential discharge of pollutants to the MS4. Such records must be kept on-site and remain available for inspection. Failure to keep records on site and available for inspection shall constitute a violation of this chapter.

(d) Monitoring, analysis and reporting authority. The Director or City Engineer may erect and maintain or require any person discharging to the MS4 to erect and maintain monitoring devices for the purpose of measuring any discharge or potential source of discharge to the MS4. Upon service of written notice by the Director or City Engineer, the burden, including cost, of these activities, analyses and reports, incurred in complying with the requirement shall, to the extent permitted by law, be borne by the premises owner, occupant or operator of the facility, activity, or premises for which testing and monitoring has been requested.

(e) Cost recovery. If an inspection pursuant to this section results in an enforcement action, the City may recover costs in accordance with the provisions of article 7 of this chapter.

Article 6. Ultimate responsibility of discharger.

Sec. 23D-6-10. Ultimate responsibility of discharger.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be protection from liability including civil penalties or that there will be no contamination, pollution nor unauthorized discharge of pollutants into waters of the United States caused by said person. This chapter shall not create liability on the part of the City, or any agent or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

Article 7. Enforcement.

Sec. 23D-7-10. Enforcement authority.

(a) The Director is authorized to implement, administer, and enforce the provisions of this chapter, which authorization includes but is not limited to the authority to require any business or person to adopt and implement a SWPPP, as may be reasonably necessary to fulfill the purposes of this chapter.

(b) Best management practices. The Director may establish and require any best management practices reasonably necessary to fulfill the purposes of this chapter for any premises within the City.

Sec. 23D-7-20. Administrative remedies.

(a) Notice of Violation. The Director may deliver to the owner or occupant of any premises, or to any person responsible for an illicit connection or illicit discharge a Notice of Violation. The Notice of Violation shall:

  (1) Identify the provision(s) of this chapter or the applicable permit which has been violated;

  (2) State that continued noncompliance may result in additional enforcement actions against the owner, occupant and/or person; and

  (3) State a compliance date that must be met by the owner, occupant and/or person; provided, however, that the Director may extend the compliance deadline where good cause exists for the extension and an extension will not pose a threat to the environment or to the public health, safety or welfare. Uncontrolled sources of pollutants shall be abated immediately and in no case longer than thirty (30) days.

(b) Cease and Desist Order. The Director may issue a Cease and Desist Order directing the owner or occupant, or other person in charge of day-to-day operations of any public or private property and/or any other person responsible for a violation of this chapter to immediately or by a specified day or time:

  (1) Immediately discontinue any illicit connection, or illicit discharge to the MS4;

  (2) Immediately contain or divert any flow of non-storm water off the property, where the flow is occurring in violation of any provision of this chapter;

  (3) Immediately discontinue any other violation of this chapter;

  (4) Clean up the area affected by the violation;

  (5) Implement BMPs and take other actions necessary to comply with the requirements of this chapter.

(c) Compliance Order. Separate from, in addition to, or in combination with a Notice of Violation or Cease and Desist Order, the Director may issue a Compliance Order to the owner and/or occupant of any public or private property and/or any other person responsible for a violation of this chapter. Issuance of a Notice of Violation or Cease and Desist Order is not a prerequisite to the issuance of an Compliance Order.

(d) Monetary penalty. In addition to collection of any and all other costs and expenses incurred by the City in enforcing this chapter, the Director may issue a fine up to the amount authorized in Government Code section 36901 per violation to any person who or entity that violates any provision of this chapter, and each person or entity receiving a fine pursuant to this chapter shall be required to pay to the City, any fine issued for such violation.

(e) Delivery of notice. Notice of any administrative enforcement action or any other notice required to be delivered by this chapter may be delivered and delivery deemed complete as follows:

(1) Delivery shall be deemed complete upon personal service to the recipient, deposit in the U.S. mail, postage pre-paid for first class delivery, facsimile service with confirmation of receipt, or by any other means permitted by law.

(2) Where the recipient of notice is the owner of the property, the address for notice shall be the address from the most recently issued equalized assessment roll for the property or as otherwise appears in the current records of the City.

(3) Where the owner or occupant of any property cannot be located after the reasonable efforts of the Director, a Notice of Violation or Cease and Desist Order shall be deemed delivered after posting on the property for a period of five (5) business days.

(f) Administrative remedy final. Unless timely appealed in accordance with section 23D-7-50 of this chapter, an administrative enforcement action shall be effective and final as of the date it is delivered.

Sec. 23D-7-30. Civil remedies.

(a) Nuisance. Any violation of the prohibitions of this chapter, including, but not limited to, the maintenance or use of any illicit connection or the occurrence of any illicit discharge shall constitute a threat to the public health, safety and welfare, and is declared and deemed a nuisance pursuant to Government Code section 38771. Any such nuisance may be abated and/or restored by the Director pursuant to chapter 14A of this code.

(1) Emergency abatement. The Director may order the abatement of any discharge from any source when, in the opinion of the Director, the discharge causes or threatens to cause a condition which presents an imminent danger to the public health, safety, or welfare, or the environment. Any such emergency abatement shall be performed in accordance with the provisions of Section 14A-3-4.

(2) Reimbursement of costs. All costs incurred by the City in responding to any nuisance, all administrative expenses and all other expenses recoverable under State law, shall be recoverable from the person(s) creating, causing, committing, permitting or maintaining the nuisance in accordance with chapter 14A.

(b) Injunction. At the request of City Manager, the City Attorney may cause the filing in a court of competent jurisdiction, a civil action seeking an injunction against any threatened or continuing noncompliance with the provisions of this chapter. Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the City of all costs incurred in enforcing this chapter, including costs of inspection, investigation and monitoring, the costs of abatement undertaken at the expense of the City, costs relating to restoration of the environment and all other expenses as authorized by law.

(c) Damages. The City Manager may cause the City Attorney to file an action for civil damages in a court of competent jurisdiction seeking recovery of (i) all costs incurred in enforcement of this chapter, including, but not limited to, costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses as authorized by law, and consequential damages, (ii) all costs incurred in mitigating harm to the environment or reducing the threat to human health, and (iii) damages for irreparable harm to the environment.

Sec. 23D-7-40. Criminal remedies.

A violation of this chapter shall either be a misdemeanor or an infraction at the discretion of the prosecuting attorney. This section does not prohibit the City from abating violations of this chapter by any administrative, civil or other non-criminal means. In such cases, a violation of this article may be considered the civil or administrative equivalent of an infraction or misdemeanor as applicable.

Sec. 23D-7-50. Appeal.

(a) Written appeal. Any person subject to an administrative enforcement action, who is required to perform monitoring, analyses, reporting and/or corrective activities by the Director, or who is otherwise aggrieved by any decision of the Director, may appeal the decision by filing a written appeal with the City Clerk within twenty (20) calendar days of the date of the determination. The written appeal must state the specific reasons for the appeal and assert the grounds upon which relief is requested. If an appeal is not filed within the time, or in the manner prescribed above, the right to review of the action against which the complaint is made shall be deemed to have been waived.

(b) Appeal fee. The City Council shall by resolution from time to time establish a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed fee has been paid.

(c) Appeal hearing.

(1) After the filing of an appeal within the time and in the manner prescribed herein, the City Council shall conduct a hearing for the purpose of determining whether the appeal should be granted. Any appeal hearing shall be set no sooner than twenty (20) days following the filing of a request for an appeal hearing and no more than sixty (60) days from the date such request is filed. Written notice of the time, date and place of the hearing shall be served upon affected City staff and the appellant not later than ten (10) days preceding the date of the hearing.

(2) The City Council shall conduct a de novo review of the entire proceeding or proceedings relating to the act or decision being appealed and may make any order it deems just and equitable. Any hearing may be continued from time to time.

(3) At the conclusion of the hearing, the City Council shall prepare a written decision which either grants or denies the appeal, and contains findings of fact and conclusions. The written decision, including a copy thereof, shall be filed with the City Clerk. The City Clerk shall serve such decision to the appealer and the Director. The decision of the City Council shall become final upon the date of filing and service with respect to the any appeal.

Sec. 23D-7-60. Payment of fees and penalties – Costs and expenses of enforcement.

(a) The City shall be entitled to recover its costs related to enforcing compliance with this chapter, in addition to any applicable fines or penalties. Unless otherwise specified in this code, a responsible person upon whom a fee and/or fine is imposed pursuant to this code shall make payment to the City within 30 days after written notice from the City. If a person fails to make payment to the City of any amount owed in accordance with this section, within 30 days after written notice from the City, the City may collect the amount owed in any one or more of the following ways:

(1) Referring the matter to a collection agency;

(2) Initiating a civil action to collect the debt;

(3) Making the debt a lien or special assessment against the property in accordance with the process set forth in subsection (b), where the violation involved real property;

(4) Any other manner provided by law for the collection of debts.

(b) Lien or Special Assessment Procedure.

(1) If a responsible person is an owner of real property, the amount owed by the responsible person under this section may constitute a lien or special assessment against the real property on which the violation occurred. (Government Code §§ 38773.1(a), 38773.2, 38773.5, 54988.)

(2) Before recording or collecting any such lien or special assessment, the Director shall follow the procedures set forth in Government Code sections 38773.1, 38773.2, 38773.5, and 54988 for the imposition and collection of liens and special assessments.

Sec. 23D-7-70. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the Director may identify and require alternative compensatory actions for a violator, including, but not limited to, storm drain stenciling, attendance at compliance workshops and/or storm channel cleanup.

Sec. 23D-7-80. Concealment and abetting.

Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this chapter.

Sec. 23D-7-90. Remedies cumulative.

The remedies provided in this chapter are cumulative and are in addition to all other remedies provided by law. The enumeration of remedies in this chapter does not preclude the application of any other remedies not specifically enumerated.

Sec. 23D-7-100. Consecutive violations.

Each day on which a violation occurs and each separate failure to comply with either a separate provision of this chapter, an administrative enforcement order, or a permit issued pursuant to this chapter shall constitute a separate violation of this chapter punishable by fines or sentences issued in accordance herewith.

Sec. 23D-7-110. Judicial review.

The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any act taken pursuant to this chapter. Parties seeking judicial review of any action taken pursuant to this chapter shall file such action within ninety (90) days of the occurrence of the event for which review is sought.

Legislation Text

19.

File #: 14-608, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: Tobacco Retail Licensing Ordinance

Recommendation for Action: Staff recommends that the City Council consider introducing the ordinance adding Section 15-43 to the Woodland Municipal Code adopting and incorporating by reference Chapter 15 of Title 6 of the Yolo County Code concerning Tobacco Retail Permits

Staff Contact

Dan Bellini, Public Safety Chief - (530)661-7865, dan.bellini@cityofwoodland.org

Fiscal Impact

The cost for enforcement and administration of a Tobacco Retail Licensing Program would be paid for by fees collected through the issuance of Tobacco Retail Permits. The program would therefore be cost-neutral to the City.

Background

Last year the City Council received a presentation from staff at the Yolo County Health Department related to tobacco use among minors and, specifically, access to and availability of tobacco-related products in Woodland. County staff urged the Council to consider adoption of a Tobacco Retail Licensing Program.

At the Council meeting of January 20, 2015, city staff provided additional information to the Council related to the reference Tobacco Retail Licensing Program, including a discussion of the programs currently in place in the cities of Davis and West Sacramento. Both cities have adopted tobacco retail licensing programs with the former through a contract with the County and the latter through an in-house education and enforcement program. Staff was directed to prepare a draft ordinance for consideration by the Council to implement a Tobacco Retail Licensing Program in Woodland.

State law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local permit for a violation of any state tobacco control law. Research suggests that local tobacco retail ordinances can dramatically reduce youth access to cigarettes. A study of several states found that youth sales of tobacco moved from a baseline of 70% of retailers selling to minors before adoption of the ordinance to less than 5% in the year and a half after enactment. Numerous cities and counties in California have passed tobacco retailer licensing or permitting ordinances in an effort to stop minors from smoking. The Yolo County Health Department reports the rate in Woodland to be 32%, four times higher than the California State average of 7.7%.

Discussion

The City of Woodland has a substantial interest in promoting compliance with laws that regulate the sales and use of tobacco products. In Section 15-41 of the Woodland Municipal Code, the City regulates the retail sale of tobacco by prohibiting the sale of tobacco products out of the package or through a self-service display or a vending machine. The City desires to adopt a tobacco retail licensing ordinance, which would require tobacco retailers to obtain a local permit to sell tobacco products or tobacco paraphernalia and would allow for the suspension or revocation of the permit for a violation of any tobacco control law.

A permitting requirement for a tobacco retailer will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults but will permit the City to regulate the operation of lawful businesses to discourage violations of tobacco-related laws.

The County of Yolo ("County") has adopted a tobacco retail licensing ordinance, which requires tobacco retailers to obtain a local permit to sell tobacco products or tobacco paraphernalia and allows for the suspension or revocation of the permit for a violation of any tobacco control law ("County Ordinance"). The City desires to incorporate by reference the County Ordinance and desires to have the County administer and enforce its provisions within the City limits as it currently does in the unincorporated areas of Yolo County under the County Ordinance.

Conclusion

Staff recommends that the City Council consider introducing the ordinance adding Section 15-43 to the Woodland Municipal Code adopting and incorporating by reference Chapter 15 of Title 6 of the Yolo County Code concerning Tobacco Retail Permits.

Prepared by: Dan Bellini, Public Safety Chief

Paul Navazio

Paul Navazio, City Manager

Attachment: Tobacco Retail Licensing Ordinance
Yolo County Ordinance 1350 for background information only

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, AMENDING CHAPTER 15 OF THE WOODLAND MUNICIPAL CODE TO ADD SECTION 15-43 AND TO ADOPT AND INCORPORATE BY REFERENCE CHAPTER 15 OF TITLE 6 OF THE YOLO COUNTY CODE CONCERNING TOBACCO RETAIL PERMITS

WHEREAS, cigarette smoking and other tobacco use is a continuing public health problem; and

WHEREAS, to confront this issue the State of California has adopted numerous laws regulating the retail sale of tobacco; and

WHEREAS, the City, in Section 15-41 of the Woodland Municipal Code, also regulates the retail sale of tobacco by prohibiting the sale of tobacco products out of the package or through a self-service display or a vending machine; and

WHEREAS, the City has a substantial interest in promoting compliance with laws that regulate the sales and use of tobacco products; and

WHEREAS, in furtherance of this substantial interest, the City desires to adopt a tobacco retail licensing ordinance, which would require tobacco retailers to obtain a local permit to sell tobacco products or tobacco paraphernalia and would allow for the suspension or revocation of the permit for a violation of any tobacco control law; and

WHEREAS, Section 22971.3 of the Business & Professions Code explicitly permits local governments to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local permit for a violation of any State tobacco control law; and

WHEREAS, a permitting requirement for a tobacco retailer will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults but will permit the City to regulate the operation of lawful businesses to discourage violations of tobacco-related laws; and

WHEREAS, the County of Yolo ("County") has adopted a tobacco retail licensing ordinance, which requires tobacco retailers to obtain a local permit to sell tobacco products or tobacco paraphernalia and allows for the suspension or revocation of the permit for a violation of any tobacco control law ("County Ordinance"); and

WHEREAS, the City desires to incorporate by reference the County Ordinance and desires to have the County administer and enforce its provisions within the City limits as it currently does in the unincorporated areas of Yolo County under the County Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 15-43 is hereby added to Chapter 15 of the Woodland Municipal Code to read as follows:

Tobacco Retailer Permit

Sec. 15-43 Adoption of Yolo County Code Relating to Tobacco Retail Permits

Title 6, Chapter 15 of the Yolo County Code, pertaining to tobacco retailer permits, is hereby incorporated, in its entirety, by reference into this code and shall be enforced within the limits of the City.

All references to the term "unincorporated areas of the County of Yolo" in Title 6, Chapter 15 of the Yolo County Code shall be to the term "City limits." All references to the term "Chapter" in Title 6, Chapter 15 of the Yolo County Code shall be to the term "Article." All references to the term "Code" in Title 6, Chapter 15 of the Yolo County Code shall be to the Woodland Municipal Code. The reference to the term "County" in Section 6-15.07(c) of the Yolo County Code shall be to the term "City." The reference to the term "County of Yolo" in Section 6-15.15(f) of the Yolo County Code shall be to the term "City." The reference to the term "Board of Supervisors of the County of Yolo" in Section 6-15.16 of the Yolo County Code shall be to the term "City Council."

PASSED AND ADOPTED this _____ day of________________, 2015, by the following vote:

AYES:

NOES:

ABSENT:

____

Tom Stallard, Mayor

ATTEST:

____

Ana Gonzalez, City Clerk

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ORDINANCE NO. 1350

(An Ordinance Adding Chapter 15 to Title 6 of the Yolo County Code, Relating to Tobacco Retailers, and Amending Chapter 1 of Title 12, Relating to Business Permits)

The Board of Supervisors of the County of Yolo, State of California, ordains as follows:

SECTION 1. PURPOSE AND FINDINGS.

1. More than 440,000 people die annually in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death. The World Health Organization (WHO) estimates that by 2030 tobacco will account for 10 million deaths per year, making it the greatest cause of death worldwide.

2. The Legislature has declared that smoking is the single most important source of preventable disease and premature death in California (Health & Safety Code §118950).

State law requires all tobacco retailers to be licensed by the Board of Equalization in order to curb the illegal sale and distribution of cigarettes that deprive the State yearly of hundreds of millions of tax dollars that fund State and local programs such as health services, anti-smoking campaigns, cancer research, and education programs (Bus. & Prof. Code §§22970.1, 22972).

State law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Penal Code §308).

State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 18 years of age (Bus. & Prof. Code §22956), and provides procedures for using persons under 18 years of age to conduct onsite compliance checks of tobacco retailers (Bus. & Prof. Code §22952). State law also requires that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under 18 years of age is illegal (Bus. & Prof. Code §22952; Penal Code §308).

State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than 0.60 ounces of tobacco (Penal Code §308.3). State law also prohibits the sale of "bidis" (hand-rolled filter-less cigarettes imported primarily from India and Southeast Asian countries) except in adult-only establishments (Pen. Code §308.1).

3. State and County laws prohibit the sale or display of tobacco products and paraphernalia through a self-service display and prohibit public access to cigarettes without the assistance of a clerk except in adult-only establishments (Bus. & Prof. Code §22962; Yolo County Code Section 6-14.05).

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4. Each year, an estimated 924 million packs of cigarettes are consumed by minors 12 to 17 years of age, yielding the tobacco industry $480 million in profits from underage smokers. Nearly half of all youth smokers nationwide buy the cigarettes they smoke, either directly from retailers or vending machines, or by giving money to others to purchase the cigarettes for them. Most adults who have ever smoked tried their first cigarette by the age of 18 and the average age at which smokers tried their first cigarette is 14.

5. California retailers continue to sell tobacco to underage consumers, evidenced by the following: (a) 14% of all tobacco retailers unlawfully sold to minors in 2004; (b) 31.5 % of non-traditional tobacco retailers such as deli, meat, and produce markets sold tobacco products to minors in 2004; (c) teens surveyed in 2002 say they bought their cigarettes at: gas stations (58%), liquor stores (45%), and supermarkets and small grocery stores (25%); and (d) 29.2% of tobacco retailers in the County of Yolo and 28% of tobacco retailers in the unincorporated areas of the County of Yolo unlawfully sold to minors between 2002 and 2004.

6. Research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes, as evidenced by the following: (a) a study of several states found that youth sales of tobacco moved from a baseline of 70% of retailers selling to minors before the adoption of the ordinance to less than 5% in the year and a half after enactment; (b) a study of the effect of licensing and enforcement methods used in the Philadelphia area revealed a decrease in sales to minors from 85% in 1994 to 43% in 1998; and (c) a study of several Minnesota cities found that an increased licensing fee in conjunction with strict enforcement of youth access laws led to a decrease from 39.8% to 4.9% in the number of youth able to purchase tobacco.

7. The California courts have affirmed the power of cities and counties to regulate business activities in order to discourage violations of law (**Cohen v. San Francisco** (1985) 40 C.3d 277; **Bravo Vending v. Rancho Mirage** (1993) 16 C.A.4th 383; **EWAP v. Los Angeles** (1979) 97 Cal. App. 3d 179).

8. State law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local Permit for a violation of any state tobacco control law (Bus. & Prof. Code § 22971.3).

9. Hundreds of communities in the United States require a license or permit to sell tobacco products and provide penalties such as suspension or revocation of the license or permit for illegal conduct (e.g., selling tobacco to minors). Numerous cities and counties in California have passed tobacco retailer licensing or permitting ordinances in an effort to stop minors from smoking.

10. The implementation of tobacco permitting or licensing requirements is supported by most Californians, as evidenced by the following: (a) 73% of California adults think tobacco retailers should be licensed or permitted; (b) 65% of California's key opinion leaders surveyed support implementation of tobacco-licensing requirements; and (c) over 90% of enforcement agencies surveyed in 2000 rated Permit suspension or revocation after repeated violations as an effective strategy to reduce youth access to tobacco.

11. The County of Yolo has a substantial interest in promoting compliance with Federal, State and local laws that regulate the sales and use of tobacco products; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to minors; and in protecting children from being lured into illegal activity through the misconduct of adults.

12. A permitting requirement for a tobacco retailer will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the County of Yolo to regulate the operation of lawful businesses to discourage violations of Federal, State, and local tobacco-related laws.

13. It is the intent of the Board of Supervisors in enacting this ordinance to encourage responsible
tobacco retailing and to discourage violations of tobacco-related laws, particularly those which prohibit or discourage the sale or distribution of tobacco products to minors, but not to expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or to alter the penalties provided therein.

SECTION 2. Chapter 15 is hereby added to Title 6 of the Yolo County Code, to read

as follows: **Chapter 15. Tobacco Retailer Permit.**

Section 6-15.01. Purpose.

The purpose of this Chapter is to discourage violations of tobacco-related laws, particularly those which prohibit or discourage the sale or distribution of tobacco products to minors, by requiring a tobacco retailing permit in the unincorporated areas of the County of Yolo as set forth in this Chapter.

Section 6-15.02. Definitions.

As used herein:

(a) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter, is not an Arm's Length Transaction.

(b) "Department" means the Yolo County Health Department.

(c) "Director" shall mean the Director of the Yolo County Health Department or her/his written designee.

(d) “Person” means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(e) “Proprietor” means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have or share ultimate control over the day-to-day operations of a business.

(f) “Self-Service Display” means the open display of Tobacco Products or Tobacco Paraphernalia in a manner that is accessible to the general public without the assistance of the retailer or employee of the retailer. A Vending Machine is a form of Self-Service Display.

(g) “Significant Tobacco Retailer” means any Tobacco Retailer whose principal or core business is selling Tobacco Products, Tobacco Paraphernalia, or both, as evidenced by any of the following: (i) twenty percent (20%) or more of floor area and display area is devoted to the sale or exchange of Tobacco products, Tobacco Paraphernalia, or both; (ii) fifty percent (50%) or more of completed sales transactions include a Tobacco Product or Tobacco Paraphernalia; or (iii) sixty-seven percent (67%) or more of gross sales receipts are derived from the sale or exchange of Tobacco Products, Tobacco Paraphernalia, or both.

(h) “Smoking” means possessing a lighted Tobacco Product, lighted Tobacco Paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind), or the lighting of a Tobacco Product, Tobacco Paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

(i) “Tobacco Paraphernalia” means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette-rolling machines, and any other item designed for the smoking, preparation, storing, consumption or ingestion of Tobacco Products.

(j) “Tobacco Product” means: (1) any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco; and (2) any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco product dependence.

(k) “Tobacco Retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products, or Tobacco Paraphernalia, or who distributes free or low cost samples of Tobacco Products or Tobacco Paraphernalia, without regard to the quantity of tobacco, Tobacco Products, or Tobacco Paraphernalia sold or offered for sale, exchanged or offered for exchange, or distributed or offered for distribution. “Tobacco Retailing” means the doing of any of these things.

(l) “Tobacco Retailing Permit Hearing Authority “ or “Hearing Authority” means one or more persons assigned by the County Administrative Officer the responsibility of conducting a hearing pursuant to this Chapter, and may hereafter be referred to as the Hearing Authority. The County Administrative Officer shall assign hearing responsibility to any of the following: (1) County management personnel whom the County Administrative Officer finds to be qualified by training and experience to conduct such hearings; (2) Any person(s) qualified by training or experience whom the County Administrative Officer may employ or who are retained by contract to conduct such hearings; or (3) Administrative Law Judges assigned by the State Office of Administrative Hearings. The County Administrative Officer is hereby authorized to contract in the name of the County for the retention of hearing services at rates that do not exceed the financial limitations established by the County’s annual budget and contracting rules, regulations and policies.

(m) “Vending Machine” means a machine, appliance, or other mechanical device operated by currency, token, debit card, credit card, or any other form of payment that is designed or used for vending purposes, including, but not limited to, machines or devices that use remote control locking mechanisms.

Section 6-15.03. Tobacco Retailer Permit Required.

(a) It shall be unlawful for any Person to act as a Tobacco Retailer without first obtaining and maintaining a valid Tobacco Retailer's Permit pursuant to this Chapter for each location at which that activity is to occur. A Tobacco Retailer Permit is invalid unless the appropriate fee has been paid in full and the term of the Permit has not expired.

(b) A Tobacco Retailer or Proprietor without a valid Tobacco Retailer Permit, including but not limited to a person whose Permit has been revoked:

(1) Shall keep all Tobacco Products and Tobacco Paraphernalia out of public view.

(2) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

Section 6-15.04. Limits on Tobacco Retailer Permits.

(a) No permit may issue to authorize Tobacco Retailing at other than a single, fixed location.

(b) No permit may issue to authorize Tobacco Retailing at any location that is permitted by State law to serve alcoholic beverages for consumption on the premises (e.g., an "on-sale" permit issued by the California Department of Alcoholic Beverage Control).

(c) No permit may issue to authorize Tobacco Retailing by a Significant Tobacco Retailer; provided however that a Significant Tobacco Retailer operating legally on the date that the ordinance enacting this Chapter was first introduced, and that would otherwise have been entitled to receive a permit pursuant to this Chapter, may receive a permit and may continue to operate so long as (1) the permit is renewed continually without lapse; (2) the Significant Tobacco Retailer is not closed for business for more than sixty (60) consecutive days; (3) the Significant Tobacco Retailer does not substantially change the business premises or business operation; and (4) the Significant Tobacco Retailer's maintains the right to operate under the terms of all other applicable laws.

Section 6-15.05. Application Procedure.

(a) An application for a Tobacco Retailer's Permit shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof. It is the responsibility of each Proprietor to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer's Permit.

(b) All applications shall be submitted on a form supplied by the Department, shall be accompanied by the application and permit fee established pursuant to this Chapter, and shall contain the following information:

(1) The name, address, and telephone number of each Proprietor of the business that is seeking the Permit.

(2) The business name, address, and telephone number of the single fixed location for which the Permit is sought.

(3) The name and mailing address authorized by each Proprietor to receive all permit-related communications and notices (the Authorized Address). If an Authorized Address is not supplied, each Proprietor shall be understood and deemed to consent to the provision of notice at the business address specified in subparagraph (2) above.

(4) Proof that the location for which a Tobacco Retailer's Permit is sought has been issued a valid State tobacco retailer's license by the California Board of Equalization.

(5) Whether or not any Proprietor has admitted violating, or has been found to have violated, this Chapter, or whose proprietorship has admitted violating, or has been found to have violated, this Chapter, and, if so, the dates and locations of all such violations within the previous six years.

(6) Such other information as the Department deems necessary for the administration or enforcement of this Chapter.

(c) Each Tobacco Retailer who has been issued a Permit shall update with the Department all information required to be submitted in order to apply for the Permit whenever the information changes. A Tobacco Retailer shall provide the Department with all such updates within ten (10) business days of a change.

(d) The information specified in subparagraphs (b)(1), (2) and (3) shall be available to the public.

Section 6-15.06. Fees.

The fee to apply for and obtain or renew a Tobacco Retailer's Permit shall be established by resolution of the Board of Supervisors. The fee shall be calculated so as to recover no more than the total cost of permit administration and enforcement, including but not limited to receiving, reviewing and processing the application and the information contained therein, issuing the permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and sanction and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees shall be used exclusively to fund the regulatory program authorized by this Chapter. Fees are nonrefundable except as may otherwise be required by law.

Section 6-15.07. Issuance; Denial; Effect.

(a) Upon the receipt of an application for a Tobacco Retailer's Permit and the application and permit fee, the Department shall issue a permit unless substantial evidence in the record demonstrates one or more of the following bases for denial:

(1) The application is incomplete or inaccurate.

(2) The application seeks authorization for Tobacco Retailing by a Proprietor or other Person to whom this Chapter prohibits a Permit to be issued.

(3) The application seeks authorization for Tobacco Retailing at a location for which this Chapter prohibits a Permit to be issued.

(4) The application seeks authorization for Tobacco Retailing by a Proprietor or other Person for whom, or at a location for which, a Permit revocation is in effect pursuant to this Chapter.

(5) The application seeks authorization for Tobacco Retailing that is prohibited pursuant to this Chapter (e.g., mobile vending), that is unlawful pursuant to this Code (e.g., the zoning code), or that is unlawful pursuant to any other law.

(b) If the Department denies a Permit application, the Department shall notify the applicant in writing of the denial. A notice of denial shall be personally served on, or sent by certified mail to, the Permit holder. The notice shall state the basis of the Department's determination(s) and denial, and shall include an advisement of the right to appeal as set forth in Section 6-15.13.

(c) Nothing in this Chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's Permit any status or right other than the right to act as a Tobacco Retailer at the location in the County identified on the face of the Permit. For example, nothing in this Chapter shall be construed to render inapplicable, supercede, or apply in lieu of, any other provision of applicable law, including but not limited to County zoning ordinances, building codes, and business Permit requirements, and any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by California Labor Code Section 6404.5 or any other law or regulation. Obtaining a Tobacco Retailer Permit also does not make the Retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5.

(d) The issuance of a Permit does not constitute a determination by the County that the Tobacco Retailer or Proprietor has complied with all laws applicable to Tobacco Retailing. Nothing in this Chapter shall be construed to vest in any Person obtaining and maintaining a Permit any status or right to act as a Tobacco Retailer in contravention of any provision of law.

(e) A Permit issued in error, contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information supplied by a Proprietor may be revoked pursuant to Section 6-15.12.

Section 6-15.08. Permit Nontransferable.

(a) A Tobacco Retailer's Permit may not be transferred from one Person to another or from one location to another. Whenever a Tobacco Retailing location has a change in Proprietors, a new Tobacco Retailer's Permit is required.

(b) Notwithstanding any other provision of this Chapter, prior violations at a location shall continue to be counted against a location and Permit ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new Proprietor or entirely new Proprietors; and

(2) The new Proprietor(s) provide the Department with clear and convincing evidence that the new Proprietor(s) have acquired or is acquiring the location in an Arm's Length Transaction.

Section 6-15.09. Permit Term, Renewal and Expiration.

(a) The term of a Tobacco Retailer Permit is one (1) year.

(b) Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer's Permit and submit the Permit fee no later than thirty (30) days prior to expiration of the term.

(c) A Tobacco Retailer's Permit that is not timely renewed as set forth above shall expire at the end of its term.

(d) To reinstate a Permit that has expired, or to renew a Permit not timely renewed as set forth above, the Proprietor(s) must:

(1) Submit the Permit fee plus a reinstatement fee of ten percent (10%) of the Permit fee.

(2) Submit a signed affidavit affirming that the Proprietor:

(A) Has not sold and will not sell any Tobacco Product or Tobacco Paraphernalia after the Permit expiration date and before the Permit is renewed; or

(B) Has waited the appropriate ineligibility period established for Tobacco Retailing without a Permit, as set forth in Section 6-15.14(a) of this Chapter, before seeking renewal of the Permit.

Section 6-15.10. Other Tobacco Retailing Requirements and Prohibitions.

(a) Each Proprietor shall prominently display each Permit at the location where Tobacco-Retailing is permitted by the Permit.

(b) In the course of Tobacco Retailing or in the operation of the business or maintenance of the location for which a Permit issued, it shall be a violation of this Chapter for a Proprietor or Tobacco Retailer, or any of the Proprietor's or Tobacco Retailer's agents or employees, to:

(1) Violate any Federal, State or local law applicable to Tobacco Products, Tobacco Paraphernalia, or Tobacco Retailing.

(2) Violate any Federal, State or local law regulating exterior, storefront, window, or door signage.

(c) No Person who is younger than the minimum age established by State law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.

(d) No Tobacco Retailer shall display Tobacco Products or Tobacco Paraphernalia by means of a Self-Service Display or engage in Tobacco Retailing by means of a Self-Service Display.

Section 6-15.11. Compliance Monitoring.

(a) Compliance with this Chapter shall be monitored by the Yolo County District Attorney.

(b) The District Attorney shall check the compliance of each Tobacco Retailer an average of at least three (3) times per twelve (12) month period. The District Attorney may check the compliance of Tobacco Retailers previously found to be in compliance with the laws regulating access to Tobacco and Tobacco Paraphernalia of persons under the age of eighteen (18) years of age a fewer number of times, so that they may check the compliance of Tobacco Retailers previously found in violation of this Chapter a greater number of times. Nothing in this subSection shall create a right of action in any Tobacco Retailer, Permitee or other Person against the County or its agents if the number of compliance checks varies from the foregoing.

(c) Compliance checks shall determine, at a minimum, if the Tobacco Retailer is conducting business in a manner that complies with Federal, State and local laws regulating access to Tobacco and Tobacco Paraphernalia of persons under the age of eighteen (18) years of age. When deemed appropriate by the District Attorney, the compliance checks shall determine compliance with other laws applicable to Tobacco Retailing.

(d) The County shall not enforce any law establishing a minimum age for tobacco purchases or possession against a Person who otherwise might be in violation of such law because of the Person's age (hereinafter "Youth Decoy") if the potential violation occurs when either of the following conditions exist:

(1) The Youth Decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the County; or

(2) The Youth Decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Yolo County Health Department or the California Department of Health Services.

Section 6-15.12. Revocation of Permit.

(a) In addition to any other penalty authorized by law, a Tobacco Retailer's Permit shall be revoked if any court of competent jurisdiction determines, or if the Director finds after the Tobacco Retailer or Permitee is afforded notice and an opportunity to be heard, that the Tobacco Retailer or Permitee, or any of the Tobacco Retailer's or Permitee's officers, agents or employees, has violated any of the requirements, conditions, or prohibitions of this Chapter or, in a different legal proceeding, has pleaded guilty, "no contest" or its equivalent, or admitted to, a violation of any law designated in Section 6-15.10.

(b) A Tobacco Retailer's Permit shall be revoked if the Department finds, after the Permitee is afforded reasonable notice and an opportunity to be heard, that one or more of the bases for denial of a Permit under Section 6-15.07 existed at the time the Permit application was submitted or at any time thereafter and before the Permit issued. The revocation shall be without prejudice to the filing of a new Permit application.

(c) A decision to revoke a Permit is appealable to the Tobacco Retailing Permit Hearing Authority pursuant to Section 6-15.13. If such an appeal is made within the time provided in that Section, it shall stay enforcement of the appealed action.

(d) A notice of revocation shall be personally served on, or sent by certified mail to, the Permit holder. The notice shall state the basis of the Department's determination(s) and the revocation, and shall include an advisement of the right to appeal as set forth in Section 615.13.

(e) During the period that any permit is revoked, the Proprietor shall prominently display a notice advising the public of the revocation, in the form and in the manner designated by the Department.

(f) After revocation pursuant to subSection (a) above, a new permit may be issued only in accordance with the following:

(1) After revocation for a first violation of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that Proprietor or other Person, until not less than ten (10) days have passed from the date of revocation.

(2) After revocation for a second violation of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that

Proprietor or other Person, until not less than ninety (90) days have passed from the date of revocation.

(3) After revocation for a third violation of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that Proprietor or other Person, until not less than one (1) year has passed from the date of revocation.

(4) After revocation for four or more violations of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that Proprietor or other Person, until not less than five (5) years have passed from the date of revocation.

Section 6-15.13. Appeal; Judicial Review.

(a) Except as otherwise provided by law, any decision made appealable to the Hearing Authority pursuant to this Chapter shall be subject to the following requirements and procedures.

(b) Any appeal must be in writing, shall state the specific reasons therefor and the grounds asserted for relief and the specific relief requested, and shall be filed with the County Administrative Officer within ten (10) calendar days of personal service of the notice of the action being appealed, or within fifteen (15) calendar days of mailing if the notice is only served by mail. If any Person to whom the notice of violation was given does not file a written appeal within the time and in the manner set forth above, the right to review of the Department's determination shall be deemed to have been waived, and the Department's decision shall be final.

If a written appeal is filed within the time and in the manner set forth above, the matter shall be heard by the Hearing Authority.

(c) Not later than fifteen (15) days after receipt of the appeal, the County Administrative Officer shall provide written notice to the parties of the date, time, and place of the hearing, in the manner specified above for a notice of revocation.

(d) The provisions of the Administration Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such hearing, nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable.

A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

A decision of the Hearing Authority shall be supported by substantial evidence. The Hearing Authority shall sustain the Department's decision if the Hearing Authority finds that any lawful basis for the Department's action exists.

(e) Following the conclusion of the hearing, the Hearing Authority shall prepare a written decision that either grants or denies the appeal, contains findings of facts and conclusions of law, and includes notification that the time limit within which a judicial review shall be sought is governed by Code of Civil Procedure Section 1094.6. Notice of the written decision, including a copy thereof, shall be filed with the County Administrative Officer and served upon all parties not later than seven (7) days following the date on which the hearing is closed.

The Hearing Authority's written decision shall be the final decision of the County, and shall become final upon the date that notice thereof is mailed to the appellant by certified mail.

(f) Any determination of the Hearing Authority shall be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

Section 6-15.14. Enforcement: Tobacco Retailing Without a Permit; Tobacco Retailing in Violation of Chapter.

(a) In addition to any other penalty authorized by law, if the Department finds or any court of competent jurisdiction determines, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for or be issued a Tobacco Retailing license for that location as follows:

(1) After a first violation of this Chapter at a location within any sixty- (60) month period, no license may issue for the Person at the location until not less than thirty (30) days have passed from the date of the violation.

(2) After a second violation of this Chapter at a location within any sixty- (60) month period, no license may issue for the Person at the location until not less than ninety (90) days have passed from the date of the violation.

(3) After of a third or subsequent violation of this Chapter at a location within any sixty- (60) month period, no license may issue for the Person at the location until not less than five (5) years have passed from the date of the violation.

(b) Tobacco Products and Tobacco Paraphernalia offered for sale or exchange in violation of this Chapter are subject to seizure by the Department or any peace officer, and shall be forfeited after the licensee and any other owner of the Tobacco Products and Tobacco Paraphernalia seized is given reasonable notice by the Department and an opportunity to demonstrate that the Tobacco Products and Tobacco Paraphernalia were not offered for sale or exchange in violation of this Chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 6-15.13. Forfeited Tobacco Products and Tobacco Paraphernalia shall be destroyed.

(c) Each day after the effective date of this Chapter on which Tobacco Products or Tobacco Paraphernalia are offered for sale in violation of this Chapter shall constitute a violation of this Chapter separate and apart from any other violation of this Chapter.

(d) For a first or second alleged violation of this Chapter within any sixty- (60) month period, the Director may engage in settlement negotiations and, with the County Counsel's concurrence, may enter into a settlement agreement with a Tobacco Retailer alleged to have violated this Chapter without approval from the Board of Supervisors. Notice of any settlement shall be provided to the Board, and no hearing shall be held. Settlements shall not be confidential and shall contain the following minimum terms:

(1) After a first alleged violation of this Chapter at a location within any sixty- (60) month period:

(A) An admission that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations;
(B) An agreement to stop acting as a Tobacco Retailer for at least one (1) day; and
(C) A settlement payment to the County of at least one thousand dollars ($1,000).

(2) After a second alleged violation of this Chapter at a location within any sixty- (60) month period:

(A) An admission that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations;
(B) An agreement to stop acting as a Tobacco Retailer for at least ten (10) days; and
(C) A settlement payment to the County of at least five thousand dollars ($5,000).

Section 6-15.15. Additional Enforcement.

(a) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

(b) Violations of this Chapter may, in the discretion of the District Attorney, be prosecuted as criminal infractions or misdemeanors.

(c) Violations of this Chapter are subject to a civil action brought by the District Attorney, punishable as follows:

(1) A fine not less than two hundred fifty dollars ($250) and not exceeding one thousand dollars ($1,000) for a first violation in any sixty- (60) month period;

(2) A fine not less than one thousand dollars ($1,000) and not exceeding two thousand five hundred dollars ($2,500) for a second violation in any sixty- (60) month period; or

(3) A fine not less than two thousand five hundred dollars ($2,500) and not exceeding five thousand dollars ($5,000) for a third or subsequent violation in any sixty- (60) month period.

(d) Any violation of this Chapter is hereby declared to be a public nuisance as well as a private nuisance that is presumed to at least nominally damage each and every resident of the community in which the business operates.

(e) In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the District Attorney, including but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(f) Any Person, including the County of Yolo, acting for the interests of itself, its members, or the general public (hereinafter "the Private Enforcer") may bring a civil action to enforce this Chapter.

(1) Upon proof of a violation, a court shall award to the Private Enforcer the following:

(A) Damages in the amount of either:

(i) Upon proof, actual damages; or

(ii) With insufficient or no proof of the amount of actual damages, five hundred dollars ($500) for each violation of this Chapter (hereinafter "Statutory Damages"). Unless otherwise specified in this Chapter, each day of a continuing violation shall constitute a separate violation. Notwithstanding any other provision of this Chapter, no Private Enforcer suing on behalf of the general public shall recover Statutory Damages based upon a violation of this Chapter if a previous claim brought on behalf of the general public for Statutory Damages and based upon the same violation has been adjudicated, whether or not the Private Enforcer was a party to that adjudication.

(B) Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, or a conscious disregard for the public health.

(C) Injunctive Relief.

(3) Notwithstanding any legal or equitable bar against a Private Enforcer seeking relief on his/her/its own behalf, a Private Enforcer may bring an action to enforce this Chapter solely on behalf of the general public. When a Private Enforcer brings an action solely on behalf of the general public, nothing about such an action shall act to preclude or bar the Private Enforcer from bringing a subsequent action based upon the same facts but seeking relief on the Private Enforcer's own behalf.

(4) Nothing in this Chapter shall prohibit the Private Enforcer from bringing an action in small claims court to enforce this Chapter, so long as the amount in demand and the type of relief sought are within the jurisdictional requirements of small claims court as set forth in California Code of Civil Procedure section 116.220.

(g) Whenever evidence of a violation of this Chapter is obtained in any part through the participation of a Person under the age of eighteen (18) years old, such a Person shall not be required (but shall be permitted) to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(h) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

(i) Any peace officer may enforce the penal provisions of this Chapter.

Section 6-15.16. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The Board of Supervisors of the County of Yolo hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 3. Section 12-1.501 of Article 5 of Chapter 1 of Title 12 of the Yolo County Code is hereby amended to read as follows:

Section 12-1.501. Applications.

Any person required to apply for and obtain a Permit under the provisions of this Chapter shall prepare and submit to the Business Licensing Officer an application for such Permit on forms provided for such purpose by the County. In addition to any other information required by the County, the application shall indicate whether the applicant sells or intends to sell any Tobacco Product or Tobacco Paraphernalia as those terms are defined in Chapter 15 of Title 6 of this Code.

SECTION 4. EFFECTIVE DATE/PUBLICATION.

This ordinance shall take effect and be in force thirty (30) days after its passage and adoption, and prior to the expiration of fifteen (15) days from the passage, this ordinance shall be published once in the Daily Democrat, a newspaper of general circulation, printed and published in the County of Yolo.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California this _16__ day of ___May_______, 2006, by the following vote:

Ayes: 5
Noes: 0
Absent: 0
Abstentions: 0

____
Frank Sieferman, Jr., Chair
Board of Supervisors
County of Yolo, State of California

Attest:
Ana Morales, Clerk
Board of Supervisors

By _______
Deputy
(Seal)

Approved as to Form:
Robin T. Drivon, County Counsel

B y
Stephen B. Nocita, Senior Deputy

PBLCHLTH\Tobacco Retailer's License Ordinance 2006 (7)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AUTHORIZING THE WOODLAND CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WOODLAND AND THE COUNTY OF YOLO FOR TOBACCO RETAIL LICENSING SERVICES

WHEREAS, the City has a substantial interest in promoting compliance with laws that regulate the sales and use of tobacco products; and

WHEREAS, in furtherance of this substantial interest, the City desires to adopt a tobacco retail licensing ordinance, which would require tobacco retailers to obtain a local permit to sell tobacco products or tobacco paraphernalia and would allow for the suspension or revocation of the permit for a violation of any tobacco control law; and

WHEREAS, Section 22971.3 of the Business & Professions Code explicitly permits local governments to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local permit for a violation of any State tobacco control law; and

WHEREAS, the County of Yolo ("County") has adopted a tobacco retail licensing ordinance, which requires tobacco retailers to obtain a local permit to sell tobacco products or tobacco paraphernalia and allows for the suspension or revocation of the permit for a violation of any tobacco control law ("County Ordinance"); and

WHEREAS, the City desires to incorporate by reference the County Ordinance and desires to have the County administer and enforce its provisions within the City limits as it currently does in the unincorporated areas of Yolo County under the County Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council authorizes the City Manager or his designee to execute the contract with Yolo County and any other document related to the implementation of the tobacco retail licensing within the City of Woodland.

PASSED AND ADOPTED this _____ day of _______________, 2015, by the following vote:

AYES:

NOES:

ABSENT:

____

Tom Stallard, Mayor

ATTEST:

____

Ana Gonzalez, City Clerk

82093.00015\9534235.1

AGREEMENT BETWEEN
CITY OF WOODLAND AND COUNTY OF YOLO
FOR TOBACCO RETAIL PERMIT ADMINISTRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ________________, 2015 ("Effective Date"), by and between the City of Woodland, a municipal corporation of the State of California ("City"), and the County of Yolo, a political subdivision of the State of California ("County").

RECITALS

WHEREAS, the City, by Ordinance No. _____________ ("Ordinance"), has incorporated by reference Title 6, Chapter 15 of the Yolo County Code ("County Ordinance"), which provides for a tobacco retail permit system; and

WHEREAS, the City enacted its Ordinance in order to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, particularly those which prohibit or discourage the sale or distribution of tobacco products to minors; and

WHEREAS, the County agrees to assist the City in enforcing the Ordinance by providing such administrative and enforcement services as are specified under the Ordinance; and

WHEREAS, any costs borne by the County to administer and enforce the Ordinance within the City limits shall be recovered by the fees the County will receive from tobacco retailers within the City, pursuant to the Ordinance.

AGREEMENT

NOW, THEREFORE, the City and County agree as follows:

Section 1. Incorporation of Recitals

The above recitals, including the paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

Section 2. Responsibilities Under the Agreement

a. County Responsibilities

1. Subject to the terms of this Agreement, and provided that the terms of Section 2(b) have been satisfied, the County shall provide all of the administrative and enforcement services specified under the Ordinance, including but not limited to: receiving, reviewing and processing the tobacco retail application and the information contained therein, issuing the permit, administering the permit program, retailer education, retailer inspection and

compliance checks, documentation of violations, and sanction and prosecution of violators ("Services").

2. Meet with the appropriate City personnel on a yearly basis, at a time and location to be chosen convenient for both parties, to assess the status of this Agreement and to discuss any modifications thereto.

b. City Responsibilities

1. Provide information regarding the Ordinance to any business applying for a business license under Chapter 13 of the Woodland Municipal Code.

2. Communicate from time to time with Tobacco Retailers regarding the Ordinance.

3. Not interfere with, or in any way hinder, County's, or any of County's employees, officers, agents, or designated representatives in the performance of their duties pursuant to this Agreement.

4. Assist the County so far as reasonably appropriate in carrying out the terms of this Agreement.

5. Meet with the appropriate County personnel on a yearly basis, at a time and location to be chosen convenient for both parties, to assess the status of this Agreement and to discuss any modifications thereto.

c. County and City Responsibilities. The responsibilities listed hereunder shall not be construed so as to preclude existing or future County or City rights and responsibilities.

Section 3. Compensation and Fees

The parties agree that the City will not directly compensate the County for providing the Services specified herein. The County shall be reimbursed for its costs through the fees it will charge pursuant to the Ordinance, including fees charged to obtain or renew a Tobacco Retailer's Permit. Such fees shall be established by resolution of the Board of Supervisors of the County, and the City shall make no claim to any such fees charged by the County.

Section 4. Term

This Agreement shall commence on the Effective Date and shall remain in effect so long as not terminated by either party pursuant to Section 6.

Section 5. Mutual Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend (with counsel selected by the Indemnifying Party and reasonably acceptable to the other party) and hold harmless the other party (the "Indemnified Party") from all claims arising in connection with this Agreement. As used in this Agreement, the term "claims" means any and all actions, causes of action, claims, attorney's fees, costs, demands, lawsuits, liens, and liabilities of any kind or nature in law, equity or otherwise, which are hereafter asserted by any third party against the Indemnified Party based on the acts or omissions of the Indemnifying Party.

Section 6. Termination

This Agreement may be terminated for the following reasons:

a. Upon the termination of the Ordinance or County Ordinance, or a substantial change in either one; or

b. For any reason by either party at any time during the term of this Agreement, provided that written notice is given pursuant to Section 9 six (6) months prior to the effective date of termination

Section 7. Conflict Between Agreement and Ordinance

Any conflict between the terms of this Agreement and the Ordinance shall be resolved in favor of the Ordinance.

Section 8. Applicable Laws/Venue

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, County, and City statutes, ordinances, regulations, directives and laws. The interpretation and performance of this Master Agreement shall be governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in the Superior Court of the County of Yolo.

Section 9. Notice

All notices, consents, demands, and other communications from one party to the other given pursuant to the terms of this Agreement or under the laws of the State of California, shall be deemed to have been delivered when deposited in the United States Mail, certified or registered, postage prepaid, addressed to City or County at the respective addresses specified below or to such other place as City or County may from time to time designate in a written notice to the other:

City of Woodland: City of Woodland
City Manager's Office
300 First Street
Woodland, CA 95695
Attn: City Manager

County of Yolo: County of Yolo
Public Health Department
10 Cottonwood Street
Woodland, CA 95695
Attn: Health Program Coordinator (Tobacco Education Program)

Nothing herein shall prevent service of notice by other reliable means, except to the extent required by law, including but not limited to personal service, Express Mail, or other forms of reliable mail service other than the U.S. Postal Service.

Section 10. Complete Agreement.

There are no oral agreements between City and County affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between City and County or displayed by City to County with respect to the subject matter of this Agreement. There are no representations between City and County other than those contained in this Agreement, and all reliance with respect to any representations is based solely upon the terms of this Agreement.

Section 11. Amendment.

This Agreement may be amended by City and County only by a written agreement signed by both parties.

Section 12. Assignment.

The City and County shall not assign its rights or obligations hereunder.

Section 13. Severability.

If any provisions of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. In the event the entire Agreement is unenforceable, then this Agreement shall immediately terminate and the revocable license described herein shall be deemed revocable.

Section 14. Attorneys' Fees.

In the event that any legal action or proceeding is commenced to enforce or interpret the provisions of this Agreement or any rights arising out of this Agreement, the prevailing party in such legal action shall be entitled to recover reasonable attorneys' fees, including expert fees and the costs of enforcing any judgment.

Section 15. Non-liability of Officials, Employees and Agents.

No governing board member, official, employee, agent, or volunteer of either party shall be personally liable for any damages related to any default or breach by the other party, or for any obligations under the terms of this Agreement.

Section 16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 17. Authorization to Execute Agreements.

The County Administrator is authorized to execute this Agreement, pursuant to action taken by the Board of Supervisors of Yolo County on ____________________ . The City Manager of the City of Woodland is authorized to execute this Agreement, pursuant to action taken by the City of Woodland City Council on ____ .

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

CITY OF Woodland, a municipal corporation of the State of California	COUNTY OF YOLO, a political subdivision of the State of California
By:______________ Paul Navazio City Manager	By: ______________________________ Patrick S. Blacklock County Administrator

Approved as to form

By:________________

Kara K. Ueda

City Attorney

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ORDINANCE NO. 1350

(An Ordinance Adding Chapter 15 to Title 6 of the Yolo County Code, Relating to Tobacco Retailers, and Amending Chapter 1 of Title 12, Relating to Business Permits)

The Board of Supervisors of the County of Yolo, State of California, ordains as follows:

SECTION 1. PURPOSE AND FINDINGS.

1. More than 440,000 people die annually in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death. The World Health Organization (WHO) estimates that by 2030 tobacco will account for 10 million deaths per year, making it the greatest cause of death worldwide.

2. The Legislature has declared that smoking is the single most important source of preventable disease and premature death in California (Health & Safety Code §118950).

State law requires all tobacco retailers to be licensed by the Board of Equalization in order to curb the illegal sale and distribution of cigarettes that deprive the State yearly of hundreds of millions of tax dollars that fund State and local programs such as health services, anti-smoking campaigns, cancer research, and education programs (Bus. & Prof. Code §§22970.1, 22972).

State law prohibits the sale or furnishing of cigarettes, tobacco products and smoking paraphernalia to minors, as well as the purchase, receipt, or possession of tobacco products by minors (Penal Code §308).

State law requires that tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 18 years of age (Bus. & Prof. Code §22956), and provides procedures for using persons under 18 years of age to conduct onsite compliance checks of tobacco retailers (Bus. & Prof. Code §22952). State law also requires that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under 18 years of age is illegal (Bus. & Prof. Code §22952; Penal Code §308).

State law prohibits the manufacture, distribution, or sale of cigarettes in packages of less than 20 and prohibits the manufacture, distribution, or sale of "roll-your-own" tobacco in packages containing less than 0.60 ounces of tobacco (Penal Code §308.3). State law also prohibits the sale of "bidis" (hand-rolled filter-less cigarettes imported primarily from India and Southeast Asian countries) except in adult-only establishments (Pen. Code §308.1).

3. State and County laws prohibit the sale or display of tobacco products and paraphernalia through a self-service display and prohibit public access to cigarettes without the assistance of a clerk except in adult-only establishments (Bus. & Prof. Code §22962; Yolo County Code Section 6-14.05).

4. Each year, an estimated 924 million packs of cigarettes are consumed by minors 12 to 17 years of age, yielding the tobacco industry $480 million in profits from underage smokers. Nearly

half of all youth smokers nationwide buy the cigarettes they smoke, either directly from retailers or vending machines, or by giving money to others to purchase the cigarettes for them. Most adults who have ever smoked tried their first cigarette by the age of 18 and the average age at which smokers tried their first cigarette is 14.

5. California retailers continue to sell tobacco to underage consumers, evidenced by the following: (a) 14% of all tobacco retailers unlawfully sold to minors in 2004; (b) 31.5 % of non-traditional tobacco retailers such as deli, meat, and produce markets sold tobacco products to minors in 2004; (c) teens surveyed in 2002 say they bought their cigarettes at: gas stations (58%), liquor stores (45%), and supermarkets and small grocery stores (25%); and (d) 29.2% of tobacco retailers in the County of Yolo and 28% of tobacco retailers in the unincorporated areas of the County of Yolo unlawfully sold to minors between 2002 and 2004.

6. Research demonstrates that local tobacco retail ordinances dramatically reduce youth access to cigarettes, as evidenced by the following: (a) a study of several states found that youth sales of tobacco moved from a baseline of 70% of retailers selling to minors before the adoption of the ordinance to less than 5% in the year and a half after enactment; (b) a study of the effect of licensing and enforcement methods used in the Philadelphia area revealed a decrease in sales to minors from 85% in 1994 to 43% in 1998; and (c) a study of several Minnesota cities found that an increased licensing fee in conjunction with strict enforcement of youth access laws led to a decrease from 39.8% to 4.9% in the number of youth able to purchase tobacco.

7. The California courts have affirmed the power of cities and counties to regulate business activities in order to discourage violations of law (**Cohen v. San Francisco** (1985) 40 C.3d 277; **Bravo Vending v. Rancho Mirage** (1993) 16 C.A.4th 383; **EWAP v. Los Angeles** (1979) 97 Cal. App. 3d 179).

8. State law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local Permit for a violation of any state tobacco control law (Bus. & Prof. Code § 22971.3).

9. Hundreds of communities in the United States require a license or permit to sell tobacco products and provide penalties such as suspension or revocation of the license or permit for illegal conduct (e.g., selling tobacco to minors). Numerous cities and counties in California have passed tobacco retailer licensing or permitting ordinances in an effort to stop minors from smoking.

10. The implementation of tobacco permitting or licensing requirements is supported by most Californians, as evidenced by the following: (a) 73% of California adults think tobacco retailers should be licensed or permitted; (b) 65% of California's key opinion leaders surveyed support implementation of tobacco-licensing requirements; and (c) over 90% of enforcement agencies surveyed in 2000 rated Permit suspension or revocation after repeated violations as an effective strategy to reduce youth access to tobacco.

11. The County of Yolo has a substantial interest in promoting compliance with Federal, State and local laws that regulate the sales and use of tobacco products; in discouraging the illegal purchase of tobacco products by minors; in promoting compliance with laws

prohibiting sales of cigarettes and tobacco products to minors; and in protecting children from being lured into illegal activity through the misconduct of adults.

12. A permitting requirement for a tobacco retailer will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the County of Yolo to regulate the operation of lawful businesses to discourage violations of Federal, State, and local tobacco-related laws.

13. It is the intent of the Board of Supervisors in enacting this ordinance to encourage responsible
tobacco retailing and to discourage violations of tobacco-related laws, particularly those which prohibit or discourage the sale or distribution of tobacco products to minors, but not to expand or reduce the degree to which the acts regulated by Federal or State law are criminally proscribed or to alter the penalties provided therein.

SECTION 2. Chapter 15 is hereby added to Title 6 of the Yolo County Code, to read

as follows: **Chapter 15. Tobacco Retailer Permit.**

Section 6-15.01. Purpose.

The purpose of this Chapter is to discourage violations of tobacco-related laws, particularly those which prohibit or discourage the sale or distribution of tobacco products to minors, by requiring a tobacco retailing permit in the unincorporated areas of the County of Yolo as set forth in this Chapter.

Section 6-15.02. Definitions.

As used herein:

(a) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter, is not an Arm's Length Transaction.

(b) "Department" means the Yolo County Health Department.

(c) "Director" shall mean the Director of the Yolo County Health Department or her/his written designee.

(d) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(e) “Proprietor” means a Person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a Person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a Person can or does have or share ultimate control over the day-to-day operations of a business.

(f) “Self-Service Display” means the open display of Tobacco Products or Tobacco Paraphernalia in a manner that is accessible to the general public without the assistance of the retailer or employee of the retailer. A Vending Machine is a form of Self-Service Display.

(g) “Significant Tobacco Retailer” means any Tobacco Retailer whose principal or core business is selling Tobacco Products, Tobacco Paraphernalia, or both, as evidenced by any of the following: (i) twenty percent (20%) or more of floor area and display area is devoted to the sale or exchange of Tobacco products, Tobacco Paraphernalia, or both; (ii) fifty percent (50%) or more of completed sales transactions include a Tobacco Product or Tobacco Paraphernalia; or (iii) sixty-seven percent (67%) or more of gross sales receipts are derived from the sale or exchange of Tobacco Products, Tobacco Paraphernalia, or both.

(h) “Smoking” means possessing a lighted Tobacco Product, lighted Tobacco Paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind), or the lighting of a Tobacco Product, Tobacco Paraphernalia, or any other weed or plant (including a pipe, cigar, hookah pipe, or cigarette of any kind).

(i) “Tobacco Paraphernalia” means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette-rolling machines, and any other item designed for the smoking, preparation, storing, consumption or ingestion of Tobacco Products.

(j) “Tobacco Product” means: (1) any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation of tobacco; and (2) any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco product dependence.

(k) “Tobacco Retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products, or Tobacco Paraphernalia, or who distributes free or low cost samples of Tobacco Products or Tobacco Paraphernalia, without regard to the quantity of tobacco, Tobacco Products, or Tobacco Paraphernalia sold or offered for sale, exchanged or offered for exchange, or distributed or offered for distribution. “Tobacco Retailing” means the doing of any of these things.

(l) "Tobacco Retailing Permit Hearing Authority " or "Hearing Authority" means one or more persons assigned by the County Administrative Officer the responsibility of conducting a hearing pursuant to this Chapter, and may hereafter be referred to as the Hearing Authority. The County Administrative Officer shall assign hearing responsibility to any of the following: (1) County management personnel whom the County Administrative Officer finds to be qualified by training and experience to conduct such hearings; (2) Any person(s) qualified by training or experience whom the County Administrative Officer may employ or who are retained by contract to conduct such hearings; or (3) Administrative Law Judges assigned by the State Office of Administrative Hearings. The County Administrative Officer is hereby authorized to contract in the name of the County for the retention of hearing services at rates that do not exceed the financial limitations established by the County's annual budget and contracting rules, regulations and policies.

(m) "Vending Machine" means a machine, appliance, or other mechanical device operated by currency, token, debit card, credit card, or any other form of payment that is designed or used for vending purposes, including, but not limited to, machines or devices that use remote control locking mechanisms.

Section 6-15.03. Tobacco Retailer Permit Required.

(a) It shall be unlawful for any Person to act as a Tobacco Retailer without first obtaining and maintaining a valid Tobacco Retailer's Permit pursuant to this Chapter for each location at which that activity is to occur. A Tobacco Retailer Permit is invalid unless the appropriate fee has been paid in full and the term of the Permit has not expired.

(b) A Tobacco Retailer or Proprietor without a valid Tobacco Retailer Permit, including but not limited to a person whose Permit has been revoked:

(1) Shall keep all Tobacco Products and Tobacco Paraphernalia out of public view.

(2) Shall not display any advertisement relating to Tobacco Products or Tobacco Paraphernalia that promotes the sale or distribution of such products from the Tobacco Retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

Section 6-15.04. Limits on Tobacco Retailer Permits.

(a) No permit may issue to authorize Tobacco Retailing at other than a single, fixed location.

(b) No permit may issue to authorize Tobacco Retailing at any location that is permitted by State law to serve alcoholic beverages for consumption on the premises (e.g., an "on-sale" permit issued by the California Department of Alcoholic Beverage Control).

(c) No permit may issue to authorize Tobacco Retailing by a Significant Tobacco Retailer; provided however that a Significant Tobacco Retailer operating legally on the date that the ordinance enacting this Chapter was first introduced, and that would otherwise have been entitled to receive a permit pursuant to this Chapter, may receive a permit and may continue to operate so long as (1) the permit is renewed continually without lapse; (2) the Significant Tobacco Retailer is not closed for business for more than sixty (60) consecutive days; (3) the Significant Tobacco Retailer does not substantially change the business premises or business operation; and (4) the Significant Tobacco Retailer's maintains the right to operate under the terms of all other applicable laws.

Section 6-15.05. Application Procedure.

(a) An application for a Tobacco Retailer's Permit shall be submitted in the name of each Proprietor proposing to conduct retail tobacco sales and shall be signed by each Proprietor or an authorized agent thereof. It is the responsibility of each Proprietor to be informed regarding all laws applicable to Tobacco Retailing, including those laws affecting the issuance of a Tobacco Retailer's Permit.

(b) All applications shall be submitted on a form supplied by the Department, shall be accompanied by the application and permit fee established pursuant to this Chapter, and shall contain the following information:

(1) The name, address, and telephone number of each Proprietor of the business that is seeking the Permit.

(2) The business name, address, and telephone number of the single fixed location for which the Permit is sought.

(3) The name and mailing address authorized by each Proprietor to receive all permit-related communications and notices (the Authorized Address). If an Authorized Address is not supplied, each Proprietor shall be understood and deemed to consent to the provision of notice at the business address specified in subparagraph (2) above.

(4) Proof that the location for which a Tobacco Retailer's Permit is sought has been issued a valid State tobacco retailer's license by the California Board of Equalization.

(5) Whether or not any Proprietor has admitted violating, or has been found to have violated, this Chapter, or whose proprietorship has admitted violating, or has been found to have violated, this Chapter, and, if so, the dates and locations of all such violations within the previous six years.

(6) Such other information as the Department deems necessary for the administration or enforcement of this Chapter.

(c) Each Tobacco Retailer who has been issued a Permit shall update with the Department all information required to be submitted in order to apply for the Permit whenever the information changes. A Tobacco Retailer shall provide the Department with all such updates within ten (10) business days of a change.

(d) The information specified in subparagraphs (b)(1), (2) and (3) shall be available to the public.

Section 6-15.06. Fees.

The fee to apply for and obtain or renew a Tobacco Retailer's Permit shall be established by resolution of the Board of Supervisors. The fee shall be calculated so as to recover no more than the total cost of permit administration and enforcement, including but not limited to receiving, reviewing and processing the application and the information contained therein, issuing the permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and sanction and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees shall be used exclusively to fund the regulatory program authorized by this Chapter. Fees are nonrefundable except as may otherwise be required by law.

Section 6-15.07. Issuance; Denial; Effect.

(a) Upon the receipt of an application for a Tobacco Retailer's Permit and the application and permit fee, the Department shall issue a permit unless substantial evidence in the record demonstrates one or more of the following bases for denial:

(1) The application is incomplete or inaccurate.

(2) The application seeks authorization for Tobacco Retailing by a Proprietor or other Person to whom this Chapter prohibits a Permit to be issued.

(3) The application seeks authorization for Tobacco Retailing at a location for which this Chapter prohibits a Permit to be issued.

(4) The application seeks authorization for Tobacco Retailing by a Proprietor or other Person for whom, or at a location for which, a Permit revocation is in effect pursuant to this Chapter.

(5) The application seeks authorization for Tobacco Retailing that is prohibited pursuant to this Chapter (e.g., mobile vending), that is unlawful pursuant to this Code (e.g., the zoning code), or that is unlawful pursuant to any other law.

(b) If the Department denies a Permit application, the Department shall notify the applicant in writing of the denial. A notice of denial shall be personally served on, or sent by certified mail to, the Permit holder. The notice shall state the basis of the Department's determination(s) and denial, and shall include an advisement of the right to appeal as set forth in Section 6-15.13.

(c) Nothing in this Chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Retailer's Permit any status or right other than the right to act as a Tobacco Retailer at the location in the County identified on the face of the Permit. For example, nothing in this Chapter shall be construed to render inapplicable, supercede, or apply in lieu of, any other provision of applicable law, including but not limited to County zoning ordinances, building codes, and business Permit requirements, and any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by California Labor Code Section 6404.5 or any other law or regulation. Obtaining a Tobacco Retailer Permit also does not make the Retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5.

(d) The issuance of a Permit does not constitute a determination by the County that the Tobacco Retailer or Proprietor has complied with all laws applicable to Tobacco Retailing. Nothing in this Chapter shall be construed to vest in any Person obtaining and maintaining a Permit any status or right to act as a Tobacco Retailer in contravention of any provision of law.

(e) A Permit issued in error, contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information supplied by a Proprietor may be revoked pursuant to Section 6-15.12.

Section 6-15.08. Permit Nontransferable.

(a) A Tobacco Retailer's Permit may not be transferred from one Person to another or from one location to another. Whenever a Tobacco Retailing location has a change in Proprietors, a new Tobacco Retailer's Permit is required.

(b) Notwithstanding any other provision of this Chapter, prior violations at a location shall continue to be counted against a location and Permit ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new Proprietor or entirely new Proprietors; and

(2) The new Proprietor(s) provide the Department with clear and convincing evidence that the new Proprietor(s) have acquired or is acquiring the location in an Arm's Length Transaction.

Section 6-15.09. Permit Term, Renewal and Expiration.

(a) The term of a Tobacco Retailer Permit is one (1) year.

(b) Each Tobacco Retailer shall apply for the renewal of his or her Tobacco Retailer's Permit and submit the Permit fee no later than thirty (30) days prior to expiration of the term.

(c) A Tobacco Retailer's Permit that is not timely renewed as set forth above shall expire at the end of its term.

(d) To reinstate a Permit that has expired, or to renew a Permit not timely renewed as set forth above, the Proprietor(s) must:

(1) Submit the Permit fee plus a reinstatement fee of ten percent (10%) of the Permit fee.

(2) Submit a signed affidavit affirming that the Proprietor:

(A) Has not sold and will not sell any Tobacco Product or Tobacco Paraphernalia after the Permit expiration date and before the Permit is renewed; or

(B) Has waited the appropriate ineligibility period established for Tobacco Retailing without a Permit, as set forth in Section 6-15.14(a) of this Chapter, before seeking renewal of the Permit.

Section 6-15.10. Other Tobacco Retailing Requirements and Prohibitions.

(a) Each Proprietor shall prominently display each Permit at the location where Tobacco-Retailing is permitted by the Permit.

(b) In the course of Tobacco Retailing or in the operation of the business or maintenance of the location for which a Permit issued, it shall be a violation of this Chapter for a Proprietor or Tobacco Retailer, or any of the Proprietor's or Tobacco Retailer's agents or employees, to:

(1) Violate any Federal, State or local law applicable to Tobacco Products, Tobacco Paraphernalia, or Tobacco Retailing.

(2) Violate any Federal, State or local law regulating exterior, storefront, window, or door signage.

(c) No Person who is younger than the minimum age established by State law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.

(d) No Tobacco Retailer shall display Tobacco Products or Tobacco Paraphernalia by means of a Self-Service Display or engage in Tobacco Retailing by means of a Self-Service Display.

Section 6-15.11. Compliance Monitoring.

(a) Compliance with this Chapter shall be monitored by the Yolo County District Attorney.

(b) The District Attorney shall check the compliance of each Tobacco Retailer an average of at least three (3) times per twelve (12) month period. The District Attorney may check the compliance of Tobacco Retailers previously found to be in compliance with the laws regulating access to Tobacco and Tobacco Paraphernalia of persons under the age of eighteen (18) years of age a fewer number of times, so that they may check the compliance of Tobacco Retailers previously found in violation of this Chapter a greater number of times. Nothing in this subSection shall create a right of action in any Tobacco Retailer, Permitee or other Person against the County or its agents if the number of compliance checks varies from the foregoing.

(c) Compliance checks shall determine, at a minimum, if the Tobacco Retailer is conducting business in a manner that complies with Federal, State and local laws regulating access to Tobacco and Tobacco Paraphernalia of persons under the age of eighteen (18) years of age. When deemed appropriate by the District Attorney, the compliance checks shall determine compliance with other laws applicable to Tobacco Retailing.

(d) The County shall not enforce any law establishing a minimum age for tobacco purchases or possession against a Person who otherwise might be in violation of such law because of the Person's age (hereinafter "Youth Decoy") if the potential violation occurs when either of the following conditions exist:

(1) The Youth Decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the County; or

(2) The Youth Decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the Yolo County Health Department or the California Department of Health Services.

Section 6-15.12. Revocation of Permit.

(a) In addition to any other penalty authorized by law, a Tobacco Retailer's Permit shall be revoked if any court of competent jurisdiction determines, or if the Director finds after the Tobacco Retailer or Permitee is afforded notice and an opportunity to be heard, that the Tobacco Retailer or Permitee, or any of the Tobacco Retailer's or Permitee's officers, agents or employees, has violated any of the requirements, conditions, or prohibitions of this Chapter or, in a different legal proceeding, has pleaded guilty, "no contest" or its equivalent, or admitted to, a violation of any law designated in Section 6-15.10.

(b) A Tobacco Retailer's Permit shall be revoked if the Department finds, after the Permitee is afforded reasonable notice and an opportunity to be heard, that one or more of the bases for denial of a Permit under Section 6-15.07 existed at the time the Permit application was submitted or at any time thereafter and before the Permit issued. The revocation shall be without prejudice to the filing of a new Permit application.

(c) A decision to revoke a Permit is appealable to the Tobacco Retailing Permit Hearing Authority pursuant to Section 6-15.13. If such an appeal is made within the time provided in that Section, it shall stay enforcement of the appealed action.

(d) A notice of revocation shall be personally served on, or sent by certified mail to, the Permit holder. The notice shall state the basis of the Department's determination(s) and the revocation, and shall include an advisement of the right to appeal as set forth in Section 615.13.

(e) During the period that any permit is revoked, the Proprietor shall prominently display a notice advising the public of the revocation, in the form and in the manner designated by the Department.

(f) After revocation pursuant to subSection (a) above, a new permit may be issued only in accordance with the following:

(1) After revocation for a first violation of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that Proprietor or other Person, until not less than ten (10) days have passed from the date of revocation.

(2) After revocation for a second violation of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that

Proprietor or other Person, until not less than ninety (90) days have passed from the date of revocation.

(3) After revocation for a third violation of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that Proprietor or other Person, until not less than one (1) year has passed from the date of revocation.

(4) After revocation for four or more violations of this Chapter at any location within any sixty- (60) month period, no new Permit may issue for that location, or that Proprietor or other Person, until not less than five (5) years have passed from the date of revocation.

Section 6-15.13. Appeal; Judicial Review.

(a) Except as otherwise provided by law, any decision made appealable to the Hearing Authority pursuant to this Chapter shall be subject to the following requirements and procedures.

(b) Any appeal must be in writing, shall state the specific reasons therefor and the grounds asserted for relief and the specific relief requested, and shall be filed with the County Administrative Officer within ten (10) calendar days of personal service of the notice of the action being appealed, or within fifteen (15) calendar days of mailing if the notice is only served by mail. If any Person to whom the notice of violation was given does not file a written appeal within the time and in the manner set forth above, the right to review of the Department's determination shall be deemed to have been waived, and the Department's decision shall be final.

If a written appeal is filed within the time and in the manner set forth above, the matter shall be heard by the Hearing Authority.

(c) Not later than fifteen (15) days after receipt of the appeal, the County Administrative Officer shall provide written notice to the parties of the date, time, and place of the hearing, in the manner specified above for a notice of revocation.

(d) The provisions of the Administration Procedure Act (commencing with Section 11500 of the Government Code of the State) shall not be applicable to such hearing, nor shall formal rules of evidence in civil or criminal judicial proceedings be so applicable.

A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs.

A decision of the Hearing Authority shall be supported by substantial evidence. The Hearing Authority shall sustain the Department's decision if the Hearing Authority finds that any lawful basis for the Department's action exists.

(e) Following the conclusion of the hearing, the Hearing Authority shall prepare a written decision that either grants or denies the appeal, contains findings of facts and conclusions of law, and includes notification that the time limit within which a judicial review shall be sought is governed by Code of Civil Procedure Section 1094.6. Notice of the written decision, including a copy thereof, shall be filed with the County Administrative Officer and served upon all parties not later than seven (7) days following the date on which the hearing is closed.

The Hearing Authority's written decision shall be the final decision of the County, and shall become final upon the date that notice thereof is mailed to the appellant by certified mail.

(f) Any determination of the Hearing Authority shall be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

Section 6-15.14. Enforcement: Tobacco Retailing Without a Permit; Tobacco Retailing in Violation of Chapter.

(a) In addition to any other penalty authorized by law, if the Department finds or any court of competent jurisdiction determines, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for or be issued a Tobacco Retailing license for that location as follows:

(1) After a first violation of this Chapter at a location within any sixty- (60) month period, no license may issue for the Person at the location until not less than thirty (30) days have passed from the date of the violation.

(2) After a second violation of this Chapter at a location within any sixty- (60) month period, no license may issue for the Person at the location until not less than ninety (90) days have passed from the date of the violation.

(3) After of a third or subsequent violation of this Chapter at a location within any sixty- (60) month period, no license may issue for the Person at the location until not less than five (5) years have passed from the date of the violation.

(b) Tobacco Products and Tobacco Paraphernalia offered for sale or exchange in violation of this Chapter are subject to seizure by the Department or any peace officer, and shall be forfeited after the licensee and any other owner of the Tobacco Products and Tobacco Paraphernalia seized is given reasonable notice by the Department and an opportunity to demonstrate that the Tobacco Products and Tobacco Paraphernalia were not offered for sale or exchange in violation of this Chapter. The decision by the Department may be appealed pursuant to the procedures set forth in Section 6-15.13. Forfeited Tobacco Products and Tobacco Paraphernalia shall be destroyed.

(c) Each day after the effective date of this Chapter on which Tobacco Products or Tobacco Paraphernalia are offered for sale in violation of this Chapter shall constitute a violation of this Chapter separate and apart from any other violation of this Chapter.

(d) For a first or second alleged violation of this Chapter within any sixty- (60) month period, the Director may engage in settlement negotiations and, with the County Counsel's concurrence, may enter into a settlement agreement with a Tobacco Retailer alleged to have violated this Chapter without approval from the Board of Supervisors. Notice of any settlement shall be provided to the Board, and no hearing shall be held. Settlements shall not be confidential and shall contain the following minimum terms:

(1) After a first alleged violation of this Chapter at a location within any sixty- (60) month period:

(A) An admission that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations;
(B) An agreement to stop acting as a Tobacco Retailer for at least one (1) day; and
(C) A settlement payment to the County of at least one thousand dollars ($1,000).

(2) After a second alleged violation of this Chapter at a location within any sixty- (60) month period:

(A) An admission that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations;
(B) An agreement to stop acting as a Tobacco Retailer for at least ten (10) days; and
(C) A settlement payment to the County of at least five thousand dollars ($5,000).

Section 6-15.15. Additional Enforcement.

(a) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

(b) Violations of this Chapter may, in the discretion of the District Attorney, be prosecuted as criminal infractions or misdemeanors.

(c) Violations of this Chapter are subject to a civil action brought by the District Attorney, punishable as follows:

(1) A fine not less than two hundred fifty dollars ($250) and not exceeding one thousand dollars ($1,000) for a first violation in any sixty- (60) month period;

(2) A fine not less than one thousand dollars ($1,000) and not exceeding two thousand five hundred dollars ($2,500) for a second violation in any sixty- (60) month period; or

(3) A fine not less than two thousand five hundred dollars ($2,500) and not exceeding five thousand dollars ($5,000) for a third or subsequent violation in any sixty- (60) month period.

(d) Any violation of this Chapter is hereby declared to be a public nuisance as well as a private nuisance that is presumed to at least nominally damage each and every resident of the community in which the business operates.

(e) In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the District Attorney, including but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

(f) Any Person, including the County of Yolo, acting for the interests of itself, its members, or the general public (hereinafter "the Private Enforcer") may bring a civil action to enforce this Chapter.

(1) Upon proof of a violation, a court shall award to the Private Enforcer the following:

(A) Damages in the amount of either:

(i) Upon proof, actual damages; or

(ii) With insufficient or no proof of the amount of actual damages, five hundred dollars ($500) for each violation of this Chapter (hereinafter "Statutory Damages"). Unless otherwise specified in this Chapter, each day of a continuing violation shall constitute a separate violation. Notwithstanding any other provision of this Chapter, no Private Enforcer suing on behalf of the general public shall recover Statutory Damages based upon a violation of this Chapter if a previous claim brought on behalf of the general public for Statutory Damages and based upon the same violation has been adjudicated, whether or not the Private Enforcer was a party to that adjudication.

(B) Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, or a conscious disregard for the public health.

(C) Injunctive Relief.

(3) Notwithstanding any legal or equitable bar against a Private Enforcer seeking relief on his/her/its own behalf, a Private Enforcer may bring an action to enforce this Chapter solely on behalf of the general public. When a Private Enforcer brings an action solely on behalf of the general public, nothing about such an action shall act to preclude or bar the Private Enforcer from bringing a subsequent action based upon the same facts but seeking relief on the Private Enforcer's own behalf.

(4) Nothing in this Chapter shall prohibit the Private Enforcer from bringing an action in small claims court to enforce this Chapter, so long as the amount in demand and the type of relief sought are within the jurisdictional requirements of small claims court as set forth in California Code of Civil Procedure section 116.220.

(g) Whenever evidence of a violation of this Chapter is obtained in any part through the participation of a Person under the age of eighteen (18) years old, such a Person shall not be required (but shall be permitted) to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(h) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

(i) Any peace officer may enforce the penal provisions of this Chapter.

Section 6-15.16. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter, or its application to any other person or circumstance. The Board of Supervisors of the County of Yolo hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 3. Section 12-1.501 of Article 5 of Chapter 1 of Title 12 of the Yolo County Code is hereby amended to read as follows:

Section 12-1.501. Applications.

Any person required to apply for and obtain a Permit under the provisions of this Chapter shall prepare and submit to the Business Licensing Officer an application for such Permit on forms provided for such purpose by the County. In addition to any other information required by the County, the application shall indicate whether the applicant sells or intends to sell any Tobacco Product or Tobacco Paraphernalia as those terms are defined in Chapter 15 of Title 6 of this Code.

SECTION 4. EFFECTIVE DATE/PUBLICATION.

This ordinance shall take effect and be in force thirty (30) days after its passage and adoption, and prior to the expiration of fifteen (15) days from the passage, this ordinance shall be published once in the Daily Democrat, a newspaper of general circulation, printed and published in the County of Yolo.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California this _16__ day of ___May_______, 2006, by the following vote:

Ayes: 5
Noes: 0
Absent: 0
Abstentions: 0

____
Frank Sieferman, Jr., Chair
Board of Supervisors
County of Yolo, State of California

Attest:
Ana Morales, Clerk
Board of Supervisors

By ______
Deputy
(Seal)

Approved as to Form:
Robin T. Drivon, County Counsel

B y
Stephen B. Nocita, Senior Deputy

PBLCHLTH\Tobacco Retailer's License Ordinance 2006 (7)

Legislation Text

20.

File #: 14-679, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 7, 2015

SUBJECT: General Fund Reserve Policy

Recommendation for Action: Staff recommends that the City Council receive an informational report related to the city's General Fund Reserve Policy and provide input and direction to staff for possible updates to the policy for consideration in conjunction with the FY2015/16 Proposed Budget.

Staff Contact

Kim McKinney, Finance Officer - (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Council Goal (To Be Determined)

Fiscal Impact

No fiscal impact resulting from this item. General Fund reserve levels are addressed with the financial planning and adoption of each annual budget.

Background

The City's current General Fund Reserve Policy (see Attachment 3), adopted in June 2009, calls for the City to maintain a General Fund reserve level of 13% of General Fund operating expenses. This 13% reserve is comprised of two components:

- *Committed Operational Reserve* of 10% to facilitate financial stability of the fund. This reserve may only be utilized with specific approval from Council, and the level may be changed by Council action with the adoption of a budget.
- *Assigned Operational Reserve* of 3% to address unanticipated financial impacts, including but not limited to state borrowing or possession of local revenues, economic contingencies and natural or manmade disasters. Use of this reserve also requires specific Council action.

Attachment 1 to this staff report provides a summary of the city's historical general fund reserve levels for FY2008-09 through FY2013/14, consistent with this policy.

Discussion

During the last several budget discussions, Council and staff have indicated a desire to review the level of reserves for the General Fund, believing in many cases that the current 13% policy level may no longer be appropriate.

In an effort to evaluate the potential reserve levels for the policy, staff undertook a review of policies adopted by other cities. Additionally, recommendations from the Government Finance Officers' Association (GFOA) "best practices in budgeting" were considered.

Specific reserve level targets vary greatly across cities, both in the required percentage levels as well as the application of the reserve against either expenditures or revenues. In general, the range has been between 15% and 25% of the General Fund ongoing operations, noting also that many of the municipalities evaluated were not necessarily meeting the specified reserve targets. Reserve targets for selected comparable jurisdictions in included in attachment 2 to this report.

The GFOA best practices in budgeting notes that, while the adequacy of unrestricted fund balance should be assessed based upon a government's own set of circumstances, general purpose governments, regardless of size, should have a minimum of two months of ongoing regular operations available in reserves. Additionally, other factors to consider in establishing a reserve policy level include:

- Predictability of revenues and volatility of expenditures (i.e. higher levels of reserve may be required if significant revenue sources are subject to unpredictable fluctuations or operating expenditures are highly volatile)
- Perceived exposure to significant one-time outlays (e.g. disasters, immediate capital needs, state budget cuts, etc.)
- Potential drain on General Fund resources from other funds as well as availability of resources in other funds (i.e. deficits in other funds may require a higher level of reserves in the General Fund)
- Liquidity (i.e. a disparity between when financial resources actually become available to make required payments)

Staff has performed an analysis of historical revenue trends and forecasts in an effort to review appropriate reserve levels to mitigate potential impacts of "normal" revenue fluctuations. Based upon this analysis, staff has noted that our revenues estimates have historically fallen within a range of 4%-8% of actual results. Conservatively, a reserve level to cover volatility of revenue projections at two-times the historical variance of revenue estimates would suggest the need for an 8%-16% reserve level.

Alternatively, for a reserve policy based on expenditures, GFOA's recommended minimum reserve levels of two months operating expenses would suggest a reserve target of 16% (each month is approximately 8%).

Additionally, staff notes that two other factors mentioned above should be evaluated with respect to the appropriate level of reserve funds. Liquidity is a factor affecting most government agencies whose largest revenue sources are taxes, more specifically property taxes. Because these revenues are received only twice per year, the General Fund revenues lag behind expenditures and cash reserves are necessary to cover this timing difference. Also of concern is the potential drain on the General Fund from deficits in other City funds. Although many reductions have been made over the last five to seven years, many of the City's other funds, primarily capital/development impact fee funds have accumulated large deficit balances that are a drain on other City resources.

Finally, the City's current five year forecast for the General Fund, presented to Council on March 17, 2015, shows a structural imbalance of at least $1.5 million that will need to be addressed beginning in fiscal year 2016/17. Establishment of conservative reserve policy level allows for at least a small amount of flexibility in implementing balancing measures that will be evaluated and discussed over the next year.

In addition to including the reserve level target, the reserve policy should also address other factors that are either not addressed in the current policy, or require more robust discussion. Other factors often included in well written reserve policies include:

- Prohibition of use of reserve funds for ongoing operations
- Guidelines for use of reserve funds
- Guidelines for replenishment of reserve funds, as needed
- Regular review of reserve policy and reserve levels

Based on the various factors discussed herein, staff is seeking input from the City Council regarding the appropriate level of General Fund reserves. Once a reserve level is determined, staff will update the Budget and Fiscal Policy and return to the Council for formal adoption at a later date.

Conclusion

Staff recommends that the City Council receive an informational report related to the city's General Fund Reserve Policy and provide input and direction to staff for possible updates to the policy for consideration in conjunction with the FY2015/16 Proposed Budget.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio

Paul Navazio, City Manager

Attachments:

1) Historical Reserve Trends
2) Survey of Reserve Policy Levels (selected cities)
3) City of Woodland Reserve Policy (adopted June 16, 2009)

GENERAL FUND RESERVE BALANCE HISTORY

	Actual						Projected
	FY2008/09	FY2009/10	FY2010/11	FY2011/12	FY2012/13	FY2013/14	FY2014/15
General Fund Reserve Amount	$ 4,769,287	$ 3,791,731	$ 5,987,045	$ 8,568,030	$ 12,264,381	$ 11,138,666	$ 9,497,949
General Fund Operating Revenues	39,214,978	36,320,561	37,460,729	38,522,375	40,808,594	39,908,362	42,796,504
General Fund Operating Expenditures	41,859,470	37,145,081	35,800,415	35,941,389	37,112,244	41,160,702	43,355,947
General Fund Operating Revenues (excluding Measure E)	34,909,506	32,627,579	33,617,252	34,828,247	36,400,340	35,505,847	38,386,455
General Fund Operating Expenditures (excluding Measure E)	37,553,998	33,452,099	31,956,938	32,247,261	32,703,990	36,758,187	38,803,689
General Fund Reserve as % of Revenues	12.2%	10.4%	16.0%	22.2%	30.1%	27.9%	22.2%
General Fund Reserve as % of Expenditures	11.4%	10.2%	16.7%	23.8%	33.0%	27.1%	21.9%
General Fund Reserve as % of Revenues (excluding Measure E)	13.7%	11.6%	17.8%	24.6%	33.7%	31.4%	24.7%
General Fund Reserve as % of Expenditures (excluding Measure E)	12.7%	11.3%	18.7%	26.6%	37.5%	30.3%	24.5%

Survey of Surrounding Agency Reserve Balance Policy and Actual Reserve Levels

Agency	Reserve Balance Policy	Projected Reserve Level FY14/15 Budget
City of Davis	15% of annual expenditures	7.9%
City of Winters	50% of annual expenditures for emergencies/ 25% for unanticipated revenue shortfall	21.4%
City of West Sacramento	10% - 20% of appropriations	17.2%
Yolo County	5% - 15% of average total expenditures for the preceding three fiscal years	11.3%
City of Yuba City	10% of annual expenditures	19.0%
City of Roseville	10% of expenditures reserve for economic uncertainty	9.8%
City of Rocklin	25% of budgeted expenditures; Also maitains $1 million in reserves for declared emergencies	36.2%
City of Vacaville	15% for emergencies and economic uncertainty	16.1%

PROCEDURES

1.0 Reserve Funds

1.1 Reserve funds will be designated in the following terms:

1.1.1 ***Committed Operational Reserve***: Established to maintain self imposed limitations to facilitate financial stability of each operating fund and the City organization;

1.1.2 ***Assigned Operational Reserve***: Established to reflect the intended use of resources primarily associated with unforeseen events that have a financial impact on the City organization;

1.1.3 ***Unassigned Operational Reserve***: The working capital that can be utilized to offset the year to year fluctuations between operating revenues and expenses within a specific fund.

1.2 The ***Committed Operational Reserve*** shall be established as part of the FY2009-10 budget in an amount equal to 10% of the specific fund operating expenses. This fund balance shall be maintained at all times and may only be utilized if specifically approved by the City Council. If the use of any or all of the ***Committed Operational Reserve*** is approved by the City Council during any fiscal year, than in the following Fiscal Year budget adoption the ***Committed Operational Reserve*** must be restored to an amount equal to 10% of the operating expenses in accordance with this policy. The City Council may establish a ***Committed Operational Reserve*** in an amount that is less or more than 10% of operating expenses by approving a specific change to the Budget and Fiscal Policy during a regular City Council meeting. The ***Committed Operational Reserve*** must be maintained at the level adopted by the City Council for each year of the 10-Year Plan for each fund.

1.3 The ***Assigned Operational Reserve*** shall be established in an amount equal to 3% of the specific fund operating expenses in order to address unanticipated financial impacts. These impacts may include state borrowing or possession of local revenues, economic contingencies and natural or man-made disasters. Use of the ***Assigned Operational Reserve*** requires the specific approval of the City Council. If the use is approved, the City Council has the option, based on the availability of revenues to support such an action, to replenish ***the Assigned Operational Reserve*** at any amount as described herein.

1.4 The ***Unassigned Operational Reserve*** is the amount within each fund that is in excess of designated operating funds, ***Committed Operational Reserve*** and ***Assigned Operational Reserve***. The ***Unassigned Operational Reserve*** is essentially surplus funds that can be utilized as working capital to offset the year to year fluctuations within each fund.