



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda City Council

Tuesday, July 7, 2015

6:00 PM

Council Chambers

CLOSED SESSION 5:30 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 Conference with Labor Negotiators, Pursuant to
Government Code Section 54957.

Agency Designated Representatives: City Attorney
Employee Organization(s): City Manager

B. 2 Public Employee Performance Evaluation, Pursuant to
Government Code Section 54957.

Agency Designated Representatives: City Attorney
Employee Organization(s): City Manager

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY

JULY 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.

[16-003](#)

SUBJECT: Long Range Calendar

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

Attachments: [Council Long Range Calendar](#)

F. COMMITTEE REPORTS

[16-001](#)

SUBJECT: Historic Preservation Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Historic Preservation Commission meetings of April 15, 2015 that were approved on June 17, 2015 by the Historic Preservation Commission.

Attachments: [A - April 15, 2105 Meeting Minutes](#)

[14-839](#)

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the following Planning Commission meetings: April 16, 2015, approved by the Planning Commission on May 21, 2015; May 7, 2015, approved by the Planning Commission on June 4, 2015; and May 21, 2015 and June 4, 2015, approved by the Planning Commission on June 18, 2015.

Attachments: [A - April 16, 2015 Meeting Minutes](#)

[B - May 7, 2015 Meeting Minutes](#)

[C - May 21, 2015 Meeting Minutes](#)

[D - June 4, 2015 Meeting Minutes](#)

[14-847](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for April 27, 2015

Recommendation for Action: Staff recommends that the City Council receive the April 27, 2015 Parks & Recreation Commission Minutes that were approved on May 18, 2015.

Attachments: [042715 PRC Minutes](#)

[14-851](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for May 18, 2015

Recommendation for Action: Staff recommends that the City Council receive the May 18, 2015 Parks & Recreation Commission Minutes that were approved on June 22, 2015.

Attachments: [51815 PRC Minutes](#)

G. MINUTES

1. [16-004](#) 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 June 2, 2015 and June 16, 2015.

Attachments: [06-02-15 DRAFT Meeting Minutes for Approval](#)
[06-16-15 DRAFT Meeting Minutes for Approval](#)

H. PRESENTATIONS

2. [14-848](#) SUBJECT: 2015 4th of July Sponsors and Volunteers

Recommendation for Action: Staff recommends that the City Council receive a report on the 4th of July event sponsors and volunteers.

I. CONSENT CALENDAR

3. [14-824](#) SUBJECT: Authorization for the City Manager to Execute the Conveyance Agreement between Alforex Seeds, the Yolo Land Trust, the City of Woodland, Cal West Investors, LLC, and Optimistic Partners LLC and the Deed of Conservation Easement between Alforex Seeds, the Yolo Land Trust, and the City of Woodland for Purposes of Swainson's Hawk Easement related to mitigation for the Cal West Development in Spring Lake

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to a) execute the Conveyance Agreement between Alforex Seeds, the Yolo Land Trust, the City of Woodland, Cal West Investors, LLC, and Optimistic Partners LLC; and 2) execute the Deed of Conservation Easement between Alforex Seeds, the Yolo Land Trust, and the City of Woodland.

Attachments: [1 - Resolution Approving Cal West CE and Conveyance Agreement](#)
[2 - Exhibit 1 to the Resolution - Conveyance Agreement](#)
[3 - Exhibit 2 to the Resolution -Deed of Conservation Easement](#)
[4 - EIR Mitigation Language and Calculation of Mitigation Credits and Mitigation](#)

4. [14-852](#) SUBJECT: Approval of Agreement for Yolo County Homeless Coordination Project

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the three-year Homeless Coordination Project Agreement for the period of July 1, 2015 - June 30,

2018 (Fiscal Years 2015 - 2017) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Attachments: [Three-Yr Agmnt CC Reso 7Jul15](#)

[Three-Year Agmnt](#)

5. [14-838](#) SUBJECT: Approval of Final Map 4986 Heidrick Ranch Phase 2&3, Related Subdivision Improvement Agreement, Reimbursement Agreements, and a Consent to Common Use with PG&E

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 4986 Heidrick Ranch Phase 2&3; 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving the SLIF Reimbursement Agreement, the Supplemental Improvements Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving the PG&E Consent to Common Use for Heidrick Ranch Phase 2&3 and authorize the City Manager to sign on behalf of the City.

Attachments: [A - Resolution Approving the Map & SIA](#)

[B - Resolution Approving the Reimbursement Agreements](#)

[C - Resolution Approving the Consent to Common Use](#)

[D - Subdivision Improvement Agreement](#)

[E - SLIF Reimbursement Agreement](#)

[F - Supplemental Improvement Reimbursement Agreement](#)

[G - 3rd Party Reimbursement Agreement](#)

[F - Consent to Common Use](#)

[E - Location Map](#)

6. [14-869](#) SUBJECT: Approval of Revisions to CalHome and BEGIN Program Guidelines (First Time Homebuyer Assistance Loans) for Purchase Price Limits

Recommendation for Action: Staff recommends that the City Council approve revisions to the program guidelines for the CalHome and BEGIN programs in order to raise the purchase price limits for resale

and new homes.

Attachments: [CC Reso CalHome BEGIN Guidelines 7Jul15](#)

7. [14-871](#) SUBJECT: Special Assessment Tax Roll Collections

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Attachments: [RESOLUTION - Special Assessment Collections](#)

8. [14-870](#) SUBJECT: Second Reading of Ordinance _____ and Ordinance _____, Levying and Apportioning Special Taxes in Annexed Areas in the Spring Lake Community Facilities District 2004-1 and the Spring Lake Maintenance Community Facilities District.

Recommendation for Action: Staff recommends that the City Council conduct a second reading of Ordinance No. _____ and Ordinance No. _____, Levying and Apportioning Special Taxes in Territory Annexed to the Community Facilities District 2004-1 (Spring Lake) and the Spring Lake Maintenance Community Facilities District.

Attachments: [Woodland Spring Lake CFD 2004-1 - Ordinance re Annexation](#)
[Woodland Spring Lake Maintenance CFD - Ordinance re Annexation](#)

9. [14-861](#) SUBJECT: Second Reading of Ordinance No. _____, approving the Extension of the Development Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Extension to the Development Fee Deferral Program.

Attachments: [A - City Council Ordinance for the extension of the Development Fee Deferral P](#)

10. [16-005](#) SUBJECT: Second Reading of Ordinance No. _____, related to City Council Procedures

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, Amending Article 1 of Chapter 2 of the Woodland Municipal Code Related to City Council Members and City Council Procedures.

Attachments: [Ordinance Revising Chapter 2 Administration](#)

11. [14-872](#) SUBJECT: Adopt New Job Description for Police Records Supervisor

Recommendation for Action: Staff recommends that the City Council adopt the new job description for Police Records Supervisor as part of the Woodland Police Employees' Association (WPEA).

Attachments: [Police Records Supervisor New](#)

12. [16-006](#) SUBJECT: Designate Delegate for the Annual League of California Cities Conference

Recommendation for Action: Staff recommends that the City Council designate Mayor Pro Tem Marble as a voting delegate representing the City at the Annual Conference of the League of California Cities to be held in San Jose, September 30 - October 2, 2015.

Attachments: [LofCC Designation of Voting Delegate](#)

J. PUBLIC HEARINGS

13. [16-002](#) SUBJECT: PUBLIC HEARING - Waste Management Liens

Recommendation for Action: Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, "A Resolution Requesting Collection of Charges on Tax Roll".

Attachments: [Resolution for 2015/2016 Waste Mgmt Liens](#)

14. [14-833](#) SUBJECT: PUBLIC HEARING - Establishing the Courthouse Preferential Parking Area for the Area Bound by Third Street, Sixth Street, Main Street, and Oak Avenue, Approval of City-County MOU, and Introduce and Waive First Reading of Ordinance Amending Municipal Code to Change Duration of Parking Permits within Preferential Parking Areas

Recommendation for Action: Staff recommends that the City Council:

- (1) Conduct a Public Hearing; and
- (2) Approve Resolution No. _____, Establishing a New Preferential Parking Area and Authorizing the City Manager to sign an MOU with Yolo County; and
- (3) Introduce and Waive the first reading of an Ordinance Amending the Municipal Code to Change Duration of Parking Permits Within Preferential Parking Areas.

Attachments: [A - Notice/Letter to Area Residents and Preferential Area Parking Map](#)

[B - Resolution Establishing a New Preferential Parking Area & Authorizing the C](#)

[C - City-County MOU](#)

[D1 - Ordinance Amending Municipal Code to Change Duration of Parking Permi](#)

[D2- Ordinance Amending Municipal Code to Change Duration of Parking Permil](#)

K. REPORTS OF THE CITY MANAGER

15. [16-007](#) SUBJECT: Informational Update on City's Youth Gang Reduction, Intervention and Prevention (YGRIP) Initiative.

Recommendation for Action: Staff recommends that the City Council

receive a informational update from the city's current YGRIP Coordinator regarding progress and future plans of the YGRIP initiative.

Attachments: [YGRIP 1 Workplan.pdf](#)

[YGRIP 2 Referral Form Template](#)

[YGRIP 3 Community Resources](#)

[YGRIP 4a](#)

[YGRIP 4b](#)

[YGRIP 4c](#)

16. [14-866](#) SUBJECT: Authorization to Move Forward with Process to Draft Joint Powers Authority Governance Structure for Housing Authority

Recommendation for Action: Staff recommends that the City Council (1) Authorize the City Manager to appoint a staff representative to a Joint Powers Authority (JPA) working group to negotiate details of the JPA Agreement that would replace the current governance structure for the Housing Authority and (2) Direct the City Manager, or designee, to provide periodic reports to the City Council and to return the final JPA agreement and resolution to the City Council for consideration and adoption.

Attachments: [YCH Fast Facts May 2015](#)

17. [14-853](#) SUBJECT: First Reading of Camping Ordinance

Recommendation for Action: Staff recommends that the City Council introduce the ordinance and waive first reading amending Sections 7-2, 7-3, and 7-4, of Chapter 7, Camping within the City Limits. .body

Attachments: [Camping Ordinance with TRACK CHANGES](#)

[Camping Ordinance FINAL](#)

18. [14-850](#) SUBJECT: Rights of the City per the Woodland Recreation Foundation Bylaws

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Approving the Rights of the City as set forth in the proposed amended Woodland Recreation Foundation Bylaws and establish City Council WRF Director Appointment Process.

Attachments: [WOODLAND_FINAL 2015 Woodland Recreation Foundation Bylaws Revised E](#)

[WOODLAND Resolution Approving WRF Bylaws July 2015-c2](#)

L. 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 July 7, 2015 was posted on July 2, 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.



Legislation Text

File #: 16-003, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 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

A handwritten signature in cursive script, reading "Paul Navazio".

Paul Navazio, City Manager

Attachment

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

<u>JULY 21st</u>	<u>REGULAR MEETING</u>	<u>REPORTS DUE 7/7</u>
------------------------------------	-------------------------------	-------------------------------

Consent Calendar

Authorization - bid recycled water project, CIP #15-10; app recycle water sales contract and SRF loan agree
Approve Contract Amendment - Kennedy/Jenks for Recycled Water Project, CIP 15-10
Award Construction Contract for ASR Wells #29 and #30 Well Drilling Project, CIP #15-02
Award Contract for Water Distribution Mains Flushing with Ice Pigging
Uvaggio Wine Bar Patio License Agreement
2nd reading of Camping Ordinance
Contract Award - Public Works Organizational Study
2nd Street "Parklet" Proposal

S U M M E R R E C E S S

<u>AUGUST 18th</u>	<u>REGULAR MEETING</u>	<u>REPORTS DUE 8/4</u>
--------------------------------------	-------------------------------	-------------------------------

Spring Lake Parks N3, N1
Award Contract for WPFC – Phase 3 Improvement Project (Pond System), CIP #10-11
Final Acceptance and NOC for East Transmission Main, CIP #11-14
HVAC Services Contract
Code Enforcement Replacement Vehicle

September

General Plan – Council Direction on Land Use Plan and Policy Document
Zoning Ordinance Update – Medical Clinics (Referral)

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Update/Revision of Development Impact Fees
Railroad Crossing Agreement with Sierra Northern

FUTURE STUDY SESSIONS (TBD):

Measure E (1/2 Cent Sales Tax) Renewal Framework
Lower Cache Creek Flood Control Feasibility Study
Update Economic Development Strategic Plan

Updated 7/1/15



City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 16-001, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 7, 2015

SUBJECT: Historic Preservation Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Historic Preservation Commission meetings of April 15, 2015 that were approved on June 17, 2015 by the Historic Preservation Commission.

Staff Contact

Debbie Flemmer, Administrative Clerk, Community Development Department

A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - April 15, 2015 Meeting Minutes



City of Woodland

Meeting Minutes - Draft Historic Preservation Commission

Historic Preservation
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
(530) 661-5820

Wednesday, April 15, 2015

6:00 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:05 pm

Staff Present:

Cindy Norris, Principal Planner

Erika Bumbgardner, Senior Planner

B. Roll Call

Present 5:

Chairman Christine Casey, Vice Chairman Cheryl Brookshear, Commissioner Robert Orlins, Commissioner Mark Aulman, and Commissioner Tabatha Chavez

C. Approval of Minutes

[14-704](#)

SUBJECT: Historic Preservation Commission Minutes

RECOMMENDATION: Staff recommends that the Historic Preservation Commission adopt the minutes of the Historic Preservation Commission meeting of February 18, 2015.

Attachments: [1. February 18, 2015 Meeting Minutes](#)

A motion was made by Commissioner Orlins and seconded by Vice Chairman Brookshear to approve the minutes of February 18, 2015. The motion was carried by the following vote:

Ayes: Chairman Casey, Vice Chairman Brookshear and Commissioners Orlins.

D. Secretary's Report

E. Public Comment

F. Communications

Commissioners Orlins and Aulman indicated that they would not be present for the May 20, 2015 Historic Preservation Committee Meeting.

G. Presentations

H. New Business

[14-695](#)

SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report
DATE: April 15, 2015

RECOMMENDATION:

Staff recommends that the Historical Preservation Commission receive the General Plan Development Scenarios Report

No action required

[14-700](#)

SUBJECT: Initial Discussion Concerning a Possible Future Survey of Woodland's Housing Tracts
DATE: April 15, 2015

RECOMMENDATION:

Staff recommends that the Historical Preservation Commission initiate discussion on this item

A motion was made by Chairman Casey and seconded by Commissioner Olins to appoint a subcommittee to explore a possible future survey of Woodland's housing tracts. The motion was carried by the following votes: Chairman Casey, Vice Chairman Brookshear, Commissioners Orlins, Aulman and Chavez.

The following appointments were made to the Subcommittee for Survey of Woodland's Housing Tracts: Chairman Casey and Vice Chairman Brookshear.

I. Old Business

[14-705](#)

SUBJECT: Heritage Home Award Process 2015

Attachments: [Heritage Home Award Selection Guidelines](#)

Staff requested that the Commission submit their nominations for Heritage Home Awards. Nominations to be voted on in June and final write ups required after that meeting. Presentations in September.

[14-706](#)

SUBJECT: Preservation Award Process 2015

Attachments: [Previous Preservation Awards](#)

Staff requested that the Commission submit their nominations for Preservation Awards. Nominations to be voted on in June and final write ups required after that meeting. Presentations in September.

J. Adjournment

Meeting was adjourned at 6:50 pm



Legislation Text

File #: 14-839, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 7, 2015

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the following Planning Commission meetings: April 16, 2015, approved by the Planning Commission on May 21, 2015; May 7, 2015, approved by the Planning Commission on June 4, 2015; and May 21, 2015 and June 4, 2015, approved by the Planning Commission on June 18, 2015.

Staff Contact

Debbie Flemmer, Administrative Clerk, Community Development Department

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - April 16, 2015 Meeting Minutes

Attachment B - May 7, 2015 Meeting Minutes

Attachment C - May 21, 2015 Meeting Minutes

Attachment D - June 4, 2015 Meeting Minutes



City of Woodland

Meeting Minutes - Draft

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
530-661-5820

Thursday, April 16, 2015

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:30 pm
Staff Present:
Ken Hiatt, Director
Cindy Norris, Principal Planner
Erika Bumgardner, Senior Planner
James Beggs, Intern

B. Roll Call

Present 6:
Vice Chairman Chris Holt, Commissioner Steve Harris, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John Murphy, Commissioner Elodia Ortega-Lampkin

Absent 1:
Chairman Kirby Wells

C. Approval of Minutes

[14-697](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of April 2, 2015.

Attachments: [4_2_15 Draft Meeting Minutes.pdf](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Ortega-Lampkin to approve the minutes of April 2, 2015. The motion was carried by the following vote:
Ayes: Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin.

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H. Public Hearing

[14-664](#)

National Indoor Training Facility Conditional Use Permit. Request for consideration of a Conditional Use Permit for an indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The facility will consist of five batting cages, two pitching areas and a 90ft x 90ft turf field. The facility will provide training for members, but will also be open to the public on a reservation basis.

Location: 1233 Commerce Ave, Suite A

Applicant/Owner: National Indoor Training Facility, LLC

Environmental Report: Categorical Exemption - Class 1 Existing Facilities

APN: 063-101-014-000

Project Planner: Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Attachments: [1. Planning Commission Resolution; EX -A COA & EX -B Project Site Plan](#)
 [2. General Application Form and Project Justification Statement](#)

*A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to approve the request for a Conditional Use Permit for an indoor sports training facility at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The motion was carried by the following vote:
Ayes: Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin.*

[14-689](#)

1216 East Beamer Multi-Use Development Conditional Use Permit (PLNG 14-00084). A request to approve a Conditional Use Permit, Site Plan, and Design Review, to permit a multi-use development project including two live-work buildings, approximately 1,200 square feet each, and two 1,000 square foot service commercial shops, in which major auto repair may be an allowed use, at 1216 East Beamer Street in the East Street Corridor Specific Plan - Zone F.

Location: 1216 East Beamer Street

Applicant/Owner: Robert Lopez

Environmental Report: Categorical Exemption (Class 32 - In-Fill)

Development)

APN: 063-090-035-000

Project Planner: Erika Bumgardner, Senior Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval
with Conditions

Attachments: [1. Planning Commission Resolution](#)
 [2. General Application](#)

A motion was made by Commissioner Murphy and seconded by Commissioner Lizarraga to approve a request to approve a Conditional Use Permit, Site Plan, and Design Review, to permit a multi-use development project including two live-work buildings, approximately 1,200 square feet each, and two 1,000 square foot service commercial shops, in which major auto repair may be an allowed use, at 1216 East Beamer Street in the East Street Corridor Specific Plan - Zone F. The motion included slight modifications to the Conditions of Approval, numbers 27 and 39 regarding hours of operation and on site lighting. The motion carried with acceptance of the modifications by the following vote:

*Ayes: Vice Chairman Holt, Commissioners Harris, Lizarraga, Murphy and Ortega-Lampkin
Commissioner Lopez recused himself*

[14-632](#)

Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area.

Location: The subject property is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west along the Farmer's Central Road alignment, west of Harry Lorenzo Avenue, to State Highway 113 (SR 113).

Applicant/Owner: Cal West Investors, LLC and Optimistic Partners, LLC

Environmental Report: The project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #11 pertaining to the rezoning of portions of the Cal West project site, approved February 3, 2015.

APN: 041-070-051, 041-070-054 & 041-070-055

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council Approval with Conditions

Attachments: [ATT 1 Planning Commission Resolution](#)
[ATT 2 \(Ex 2 to ATT 1\) Tentative Subdivision Map No. 5075.pdf](#)
[ATT 3 City Council Ordinance](#)
[ATT 4 \(Ex 1 to ATT 3\) Second Amendment to the Development Agreement](#)
[ATT 5 \(Ex C\) Conditions of Approval TSM 5075](#)
[ATT 6 General Application + Justification Statement.pdf](#)
[ATT 7 2013 Amended and Restated DA + MOA.pdf](#)
[ATT 8 2015 First Amendment DA.pdf](#)
[ATT 9 Arborist Report 2011.pdf](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Murphy to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area. The motion was carried by the following vote:

Ayes: Vice Chairman Holt, Commissioners Harris, Lizarraga, Murphy and Ortega-Lampkin

Nos: Commissioner Lopez

[14-549](#)

Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): A request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and to approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area.

The proposal will include:

- 1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 - 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate 9.0 acres of Medium Density Residential (8 - 15 du/ac); and increase High Density Residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;
- 2) amending the Spring Lake Specific Plan land use designations to add 33.3 acres of residential R-4 (3-4 du/ac); decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; eliminate 9.3 acres of the multiple family residential R-15 (10-15 du/ac); eliminate 7.6 acres of the multiple family residential R-20 (16-20du/ac); and add 9.3 acres of the multiple family R-25 acreage (23-25 du/ac);
- 3) Reconfiguring the Spring Lake Village Center by relocating the park site, fire station and the commercial site and adding 8.3 acres of

multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

Location The subject property is located north of Heritage Parkway, east of Harry Lorenzo Avenue, and approximately 850' southeast of the intersection of Farmers Central Road and Pioneer Avenue.

Applicant/Owner Woodland Spring Lake Partnership, L.P., 940 Emmett Avenue, Suite 200, Belmont CA 94002

Environmental Report Addendum to the Environmental Impact Report (SCH #99022069), Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000

APN 042-580-008, 037, 038, 040, 041, 043, 044, and 049

Project Planner Cindy Norris, Principal Planner

Report For Planning Commission Hearing April 16, 2015

Staff Recommendation Recommend City Council Approval with Conditions

Attachments: [ATT 1 Planning Commission Resolution for Spring Lake Central.pdf](#)
[ATT 2 \(CEQA EIR Addendum\) Exhibit A to PC Reso 4.9.15 - .pdf](#)
[ATT 3 - Exhibit B -General Plan Land Use Exhibit.pdf](#)
[ATT 4 - Exhibit C - Spring Lake Plan Amendments.pdf](#)
[ATT 5 TSM No 5027 \(Exhibit D to PC Reso\).pdf](#)
[ATT 6 CC Ord for First Amendment \(Exhibit E to PC Reso\).pdf](#)
[ATT 7 2007 Development Agreement \(Exhibit 1 to the CC Ord\).pdf](#)
[ATT 8 First Amendment to the DA \(Exhibit 2 to the CC Ord\).pdf](#)
[ATT 9 \(Finding & Conditions of Approval\). Exhibit C to the First Amendment. No Trk.pdf](#)
[ATT 10 - EXHIBIT I Spring Lake Fees \(to First Amendment to DA\)\(2\).pdf](#)
[ATT 11 - Applicaton and Justification Statement.pdf](#)
[ATTACHMENT 12 \(DUE Chart\) - .pdf](#)

*A motion was made by Vice Chairman Holt and seconded by Commissioner Lizarraga approve a request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and to approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area. The motion was carried by the follow vote:
Ayes: Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez and Murphy
Commissioner Ortega-Lampkin recused herself.*

I. New Business

[14-694](#)

SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report
DATE: April 16, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission receive the General Plan Development Scenarios Report

No Action Required

J. Old Business

[14-707](#)

SUBJECT: Review of Planning Commission Subcommittees
DATE: April 16, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among current membership for appointment.

Attachments: [Subcommittee List](#)

Commission requested the staff further define subcommittees for the May 7, 2015 agenda.

K. Adjournment

Meeting was adjourned at 9:40 pm

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.



City of Woodland

Meeting Minutes - Draft

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
530-661-5820

Thursday, May 7, 2015

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:32 pm

Staff Present:

Ken Hiatt, Director

Cindy Norris, Principle Planner

Erika Bumgardner, Senior Planner

Lynn Johnson, Senior Management Analyst

B. Roll Call

Present 6:

*Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris,
Commissioner Fred Lopez, Commissioner John Murphy and Commissioner Elodia
Ortega-Lampkin*

Absent 1:

Commissioner Marco Lizarraga

C. Approval of Minutes

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H. Public Hearing

I. New Business

[14-724](#)

SUBJECT: City of Woodland 2015/16-2018/19 Capital Improvement
Program

DATE: May 7, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission:

· Review of the proposed City of Woodland Capital Improvement

Program (CIP) for 2015/16 - 2018/19

· Make a finding that the proposed CIP for 2015/16 - 2018/19 is in conformity with the General Plan.

Attachments: [1. Summary of proposed CIP projects/General Plan Analysis](#)
 [2. Funding summary of proposed CIP Projects](#)

A motion was made by Vice Chairman Holt and seconded by Commissioner Lopez to find that the City of Woodland Capital Improvement Program (CIP) for 2015/16 - 2018/19 is in conformity with the General Plan. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lopez, Murphy and Ortega-Lampkin

[14-730](#)

SUBJECT: Design Review for D.R. Horton; Solara Ranch
Subdivision at Spring Lake

DATE: May 7, 2015

RECOMMENDATION: Staff recommends that the Planning
Commission:

Review and approve the proposed conceptual residential designs for
D.R. Horton; Solara Ranch Subdivision at Spring Lake

Attachments: [1. General Application Form](#)
 [2. Solara Ranch Final Subivision Map #4853](#)
 [3. Solara Ranch Development Agreement with Conditions of
Approval](#)
 [4. Floor Plans, Elevations and Color and Materials](#)
 [5. Fence, Driveway and Frontyard Landscape Typicals](#)
 [6. Lotting Development Plan](#)
 [7. Lot Coverage Table](#)

*A motion was made by Vice Chairman Holt and seconded by Commissioner Lopez to approve the residential design for D.R. Horton, Solara Subdivision at Springlake, as shown in the Plan booklet, overall site exhibit (lot layout), and color/materials boards, subject to the conditions of approval provided, that the project is consistent with SLSP and with the SLSP DS. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lopez, Murphy and Ortega-Lampkin*

J. Old Business

[14-743](#)

SUBJECT: Discussion Concerning Planning Commission
Subcommittees

DATE: May 7, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission:

- 1) Review the staff report; and
- 2) Consider the formation of possible subcommittees including the purpose, task and duration; and
- 3) Make a recommendation regarding the possible subcommittees and appointment of members.

Attachments: [Ralph M. Brown Act Information.pdf](#)

The Planning Commission discussed the subject and made the following motions:

1.) Motion to establish an Ad Hock Public Art Subcommittee to develop recommendations for a possible public art Ordinance, including consideration of a fee. In general, the Subcommittee's tasks will be to develop a framework for research; and translate best practices into 2 to 3 possible alternatives for presentation to the Planning Commission with the objective of forwarding a recommendation to the City Council. Members appointed: Chairman Wells and Commissioner Lopez. A motion was made by Commissioner Lopez and seconded by Vice Chairman Holt to approve Motion No. 1 and its appointments. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lopez, Murphy and Ortega-Lampkin

2.) Motion to nominate a Design Liaison of the Planning Commission to Staff; to help guide project design review before formal review by the Planning Commission. The Liaison review will apply primarily to those projects that require Planning Commission approval. A motion was made by Commissioner Lopez and seconded by Commissioner Harris to nominate Commissioner Holt to serve as Design Liaison. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lopez, Murphy and Ortega-Lampkin

3.) Motion to establish a three member General Plan Subcommittee as it relates to the General Plan Update process. This Committee would be in effect until the General Plan was adopted. The Subcommittee may become involved in General Plan implementation issues. Members appointed: Vice Chairman Holt and Commissioners Murphy and Ortega-Lampkin. A motion was made by Vice Chairman Holt and seconded by Commissioner Murphy to approve Motion No. 3 and its appointments. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lopez, Murphy and Ortega-Lampkin

K. Adjournment

Meeting was adjourned at 8:17 pm

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.



City of Woodland

Meeting Minutes - Draft

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
530-661-5820

Thursday, May 21, 2015

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:32 pm
Staff Present:
Cindy Norris, Principal Planner
Erika Bumgarder, Senior Planner

B. Roll Call

Present 7:
Chairman Kirby Well, Vice Chairman Holt, Commissioner Steve Harris,
Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John
Murphy and Commissioner Elodia Ortega-Lampkin (arriving @ 6:40 pm).

C. Approval of Minutes

[14-735](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of April 16, 2015.

Attachments: [April 16, 2015 Meeting Minutes](#)

A motion was made by Vice Chairman Holt and seconded by Commissioner Lizarraga to approve the minutes of April 16, 2015. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez and Murphy. Commissioner Ortega-Lampkin not present at the time of the vote.

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

1. Commissioner Murphy reported that he attended the General Plan Steering Committee (GPSC) meeting regarding the Development Scenarios and that there will be a follow up meeting. The next GPSC meeting is scheduled for June 9, 2015, 6:30

pm to 8:30 pm.

2. Chairman Wells reported that the Public Art Subcommittee has met and begun work on a possible future Public Art Ordinance.

3. Vice Chairman Holt reported that as the Design Liaison that he met with Lennar Home and staff; and made recommendations on design early in the process.

H. Public Hearing

[14-754](#)

Velocity Island Wakeboard Park Conditional Use Permit Modification; the project applicant is requesting amendments to the Velocity Island Wakeboard Park Conditional Use Permit (CUP) to allow on-site beer and wine sales at the Black Pearl Grill restaurant located within the park and to allow the construction of an approximately 7,500 square foot skateboard park as an ancillary use within the wakeboard park's leased area. The wakeboard park is located at 755 N East Street, immediately northwest of Interstate 5 and N East Street within the Open Space (O-S) Zone.

Location: 755 N East Street, Woodland, CA 95695

Applicant/Owner: Velocity Island Park (Scott and April Hartmann)/Black Pearl Grill (Chef Diego Wilk); 1240 Alice Street, Woodland, CA 95776

Environmental Report: Categorical Exemption

APN: 027-340-002

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Attachments:

[1. Planning Commission Resolution](#)

[2. General Application Form and Project Justification](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to approve the request for a Conditional Use Permit (CUP) Modification; requesting amendments to the Velocity Island Wakeboard Park CUP to allow on-site beer and wine sales at the Black Pearl Grill restaurant located within the park; and to allow the construction of an approximately 7500 square foot skateboard park as an ancillary use within the wakeboard park's leased area. The motion was carried by

the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin.

I. New Business

J. Old Business

Chairman Wells requested that staff bring back an item on a future agenda to establish a Zoning Ordinance Subcommittee.

K. Adjournment

Meeting was adjourned at 7:32 pm

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.



City of Woodland

Meeting Minutes - Draft

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695
530-661-5820

Thursday, June 4, 2015

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:35 pm
Staff Present:
Ken Hiatt, Director
Cindy Norris, Principal Planner

B. Roll Call

Present 6:
Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris,
Commissioner Marco Lizarraga; and Commissioner John Murphy and Commissioner
Elodia Ortega-Lampkin (arrived late)

Absent 1:
Commissioner Fred Lopez

C. Approval of Minutes

[14-764](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of May 7, 2015.

Attachments: [May 7, 2015 Draft Meeting Minutes](#)

A motion was made by Commissioner Harris and seconded by Vice Chairman Holt to approve the minutes of May 7, 2015. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris and Lizarraga.
Commissioners Murphy and Ortega-Lampkin not present at the time of the vote.

D. Directors Report

Cindy Norris and Ken Hiatt provided comments.

E. Public Comment

No public comments.

F. Communications

No communications provided.

G. Subcommittee Reports

Vice Chairman Holt met with Lennar Homes as the Design Liaison to Planning Commission.

Chairman Wells met with Yolo Arts as a representative of the Ad Hoc Public Art Subcommittee to the Planning Commission.

H. Public Hearing

[14-793](#)

SUBJECT: The project includes a request for a tentative parcel map to divide a 9.33 acre parcel into two parcels of 3.33 acres and 6 acres. The property is located at 95 West Kentucky Avenue (APN 027-440-012-000) in the Industrial Zone.

RECOMMENDED ACTION: Staff recommends that the Planning Commission open the public hearing and continue it to the July 2nd Planning Commission meeting.

A motion was made by Commissioner Lizarraga and seconded by Vice Chairman Holt to open and continue item to July 2, 2015 Planning Commission Meeting; the Public Hearing request for a tentative parcel map to divide a 9.33 acre parcel into two parcels of 3.33 acres and 6 acres; a property located at 95 West Kentucky Avenue (APN 027-440-012-000) in the Industrial Zone. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Murphy and Ortega-Lampkin.

I. New Business

[14-797](#)

SUBJECT: Design Review for Lennar Homes- Brookstone at Spring Lake

DATE: June 4, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission:
Review and approve the proposed conceptual residential designs for Lennar Homes - Brookstone at Spring Lake.

Attachments: [1. Applicaiton and Justification Statement](#)
 [2. Revised Design Review Book](#)
 [3. Lot Coverage List](#)
 [4. Courtyard Porch Garage Table table](#)
 [5. Heidrick Phase II Map and Conditions](#)

Vice Chairman Holt made a motion, seconded by Commissioner Lizarraga to approve the proposed conceptual residential designs for Lennar Homes - Brookstone at Spring Lake, subject to minor modifications:

The Commission requested two minor modifications; to remove the single shutter on the Plan 3512, and add a cool color scheme to the palate.

The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Murphy and Ortega-Lampkin

J. Old Business

K. Adjournment

Meeting was adjourned at 7:20 pm

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

Legislation Text

File #: 14-847, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Parks & Recreation Commission Meeting Minutes for April 27, 2015**

Recommendation for Action: Staff recommends that the City Council receive the April 27, 2015 Parks & Recreation Commission Minutes that were approved on May 18, 2015.

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the April 27, 2015 Parks & Recreation Commission Minutes that were approved on May 18, 2015.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: April 27, 2015 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, April 27, 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, April 27, 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 Jon-Paul Valcarenghi
Commissioner Joe Romero
Commissioner Ruben Morales Jr.

Commission Member Absent: Commissioner Enrique Fernandez

Staff Present: CS Director Christine Engel
PW Deputy Director Rob Sanders
CS Senior Planner Dan Sokolow
CDD Principal Utilities Civil Engineer Tim Busch
CS Administrative Supervisor Cathy Haynie

Public Comment (none)

Presentation (none)

Communication-Commission/Staff Statements and Requests (none)

Committee Reports

Activity Transportation and Outreach

Commissioner Salinas asked that this item be tabled for and put on the June agenda.

New Business

Housing Related Parks Grant Program

Sokolow asked that the Commission support staff's recommendation to fund the following improvements with grant funds at Christiansen, City, Everman and Campbell Parks. Replace restroom facility at City Park, replace restroom facility and install new play equipment for tot lot at Everman Park, and resurface basketball court at Campbell Park. If the City receives additional funding the following will be added; a shade structure for Christiansen Park, shade structure and resurface of tennis courts at City Park, and replace restroom facility at Campbell Park.

Action: White -Snyder Moved/ Romero seconded the motion to accept both scenarios as written.

Motion carried by the following roll call vote:

Ayes: Miller, Salinas, Valcarenghi, White-Snyder, Morales Jr., Romero

Noes: none

Aquifer Storage and Recovery Wells in Ferns Park and Christensen Park

Busch reviewed the City's Aquifer Storage and Recovery Wells plan to the Commission. Ferns Park and Christiansen Park will be the first wells to be updated to be ASR wells. The intent is to inject water in the winter when City demand is reduced and supply from the Sacramento River is higher, and then utilize some of the water to meet peak summer demands while storing significant amounts of water to supplement the City's water needs during future droughts. This project will result in the relocation of a walkway and dis golf hoe at Ferns Park.

Hiddleson Pool Update

Engel explained that in May 2013, the City was approached by a citizen group that was interested in raising funds to reopen Hiddleson Pool as the unused pool was an eyesore in the neighborhood. The group referred to as the "Friends of Hiddleson" (FOH) developed a proposed business model for operating the pool. FOH would raise funds to open and operate the pool, the YMCA of Superior California would operate the pool, and the City would lease the pool to the YMCA. In May 2014, prior to the start of extensive fundraising by FOH, the City hired Aquatic Design Group (ADG) to conduct a needs assessment of the pool. The report identifies that \$3.2 million would be needed to renovate the pool, and approximately \$3.5 million would be needed to reconstruct a new pool. FOH and the YMCA have pulled away from reopening Hiddleson Pool because of the cost to do so. Staff is currently evaluating the cost of demolition of the existing Hiddleson Pool facility, including the potential need and cost for asbestos removal. Staff is also in the early stages of evaluating potential reuse options of the site other than for a pool. Reuse of Hiddleson Pool site and the need for a second pool is being evaluated in the Parks Master Plan update currently being prepared by Cal Poly San Luis Obispo.

Paulie van Myden voiced her concerns about demolition of Hiddleson Pool and the need for a second pool in the City of Woodland. She also stated that the City had been collecting development fees for a pool in 1992. Engel stated she would look into this and report back to the Commission.

Provide Input of Recreation Van Design Options

Engel explained that the Recreation Van was upgraded to an electric vehicle with additional funding from Environmental. The Commission reviewed the rec2go van designs. All agreed that a combination of

the two designs would work. All liked the color version of the City's logo, the circles for the pictures and the red rec2go!, recommended that Funded by Measure J be made larger.

Committee Reports

Updates from all Subcommittees

Consent

January 26, 2015 Minutes

Action: White -Snyder Moved/ Valcarenghi Seconded to adopt the minutes of the Commission Meeting of March 23, 2015

Motion carried by the following roll call vote:

Ayes: Miller, Salinas, Valcarenghi, White-Snyder, Morales Jr., Romero

Noes: none

Other Business

FY16 Work Plan

Commission discussed their ideas for the FY16 Work Plan with the Commissioners supplying Haynie with the wording for each item by May 4, 2015.

Staff Reports

Community Services Report

Engel reported planning for the Clark Field 80th Birthday celebration was progressing, date and time will be supplied to the Commission. 4th of July donations are \$7,000.00 to date, 210 have enrolled in to May Commit2Fit31 day challenge, City employee 4 person relay is planned for May. Master Plan meeting with Cal Poly is scheduled for May 14th and City Council meeting on May 19th to review the budget.

Action: Received

Parks Report

Sanders updated the Commission on the volunteers painting the fence at the Cemetery. Volunteers from ICARE assisted staff with spreading engineered wood fiber at Woodside, Everman and Treadway Parks.

Action: Received

Items for next meeting:

FY16 Work Plan

Adopt Minutes May 18, 2015

June Community Services Report

June Parks/Street/Tree Report

Next Meeting May 18, 2015

Adjourn 8:50 p.m.

Action: Romero Moved/ Miller Seconded to adjourn the meeting.

Motion carried by the following roll call vote:

Ayes: Miller, Salinas, Valcarenghi, White-Snyder, Romero, Morales Jr.

Noes: none

Legislation Text

File #: 14-851, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Parks & Recreation Commission Meeting Minutes for May 18, 2015**

Recommendation for Action: Staff recommends that the City Council receive the May 18, 2015 Parks & Recreation Commission Minutes that were approved on June 22, 2015.

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the May 18, 2015 Parks & Recreation Commission Minutes that were approved on June 22, 2015.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: May 18, 2015 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, May 18, 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, May 18, 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 Jon-Paul Valcarenghi

Commission Member Absent: Commissioner Enrique Fernandez
 Commissioner Joe Romero
 Commissioner Ruben Morales Jr.

Staff Present: CS Director Christine Engel
 PW Deputy Director Rob Sanders
 CS Administrative Supervisor Cathy Haynie
 PW Environmental Resource Analyst Roberta Childers
 Administration Senior Management Analyst Lynn Johnson

Public Comment

Ann Winship, Amy Martin, Marylin Thompson, Wendy Hildebrand, Roberta Rohwer, David Wilkinson, Claudia Barba, Joyce Hall, David Skyler, Woodland residents who use the Dog Park, spoke about their concerns with the removal of the trees in the Dog Park for the Solar Project. Concerns consisted of lack of shade and the removal of trees would make this problem worse; shade structures are needed for dogs and owners; construction impact to the dogs. Participants asked if the project could be moved to another part of the property. Mr. Wilkinson praised the efforts of the Woodland Tree Foundation, noted 4,000 trees planted in Woodland by the Tree Foundation. Mr. Wilkinson supports the project which will reduce greenhouse gasses and key to the Global Warming Solutions Act AB 32.

PW Environmental Resource Analyst Roberta Childers explained that the removal of trees in the Dog Park were never part the Solar Project and the City was as surprised as the participants. November 2013 was the first public meeting held on the project, length and location of arrays have technical reasons behind the placement. City staff has started internal discussions on solutions to the removal of the trees in the Dog Park. Staff will keep the Commission updated on the project

Presentation (none)

Communication-Commission/Staff Statements and Requests (none)

Committee Reports (none)

Consent

April 27, 2015 Minutes

Action: Commissioner Salinas moved to approve the consent item.

Motion carried by the following roll call vote:

Ayes: Miller, Salinas, Valcarenghi, White-Snyder

Noes: none

Staff Reports

Development Fees

Senior Management Analyst Lynn Johnson met with Pauline van Muyden to address her concerns about demolition of Hiddleson Pool and the City collecting development fees for a pool in 1992. Johnson has been working with impact fees since 1991, which funds the Major Projects Financing Plan. Johnson addressed the pool funding concerns of Ms. Van Muyden explaining that in 1991-1993 there was an additional pool in the plan, 2002 the pool was removed from the plan, 2005 \$13 million for an indoor pool was in the plan, 2008 increase to \$18 million for an indoor pool in the plan. Many projects have been removed from fee funding but remained in the Capitol Project list including an additional pool. Development fees were reduced in 2008 which is the bases for the current fee, with the exception of the CPI increase.

Action: Received

Community Services Report

Engel asked if there were any questions about the Community Service Report. Commissioners did not have any questions. Engel informed the Commission of the June 4, 2015 joint meeting planned with the Parks & Recreation and Planning Commissions to receive an update on the Parks Master Plan Update from Cal Poly. Clark Field Birthday celebration on May 30, 2015, 9:30 a.m. Engel update the Commission on the Rec2Go van.

Action: Received

Parks Report

Sanders reported that a ribbon cutting ceremony was held on May 9, 2015 for City Park new play structure. Crawford Park should reopen by May 21, 2015.

Action: Received

Parks Master Plan Update

Engel stated that Cal Poly graduate students were in Woodland last week and met with focus groups; Rotary, Seniors, Woodland Recreation Foundation, Woodland Tree Foundation, Yolo Housing Authority and Farmer Market participants. Cal Poly visited sites around Woodland and completed 90 interviews

and received 450 surveys. Residents would like additional shade structures, better restrooms, additional observation seating, and community garden. The Hiddleson Pool asbestos test showed little asbestos present in the building.

Items for next meeting:

FY16 Work Plan

Adopt Minutes May 18, 2015

Election of Officers

June Community Services Report

June Parks/Street/Tree Report

Next Meeting July 27, 2015

Adjourn 8:25 p.m.

Action: Valcarenghi /White-Snyder Seconded to adjourn the meeting.

Motion carried by the following roll call vote:

Ayes: Salinas, Valcarenghi, White-Snyder

Note: Miller left at 7:35 p.m.

Noes: none



Legislation Text

1.

File #: 16-004, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: July 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 June 2, 2015 and June 16, 2015.

Staff Contact

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

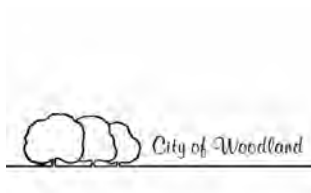
A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager

Attachments

City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, June 2, 2015

6:00 PM

Council Chambers

City Council

CLOSED SESSION**5:30 P.M.**

- A. CALL TO ORDER**
- B. CLOSED SESSION**

**B. 1 Conference with Labor Negotiators, Pursuant to
Government Code Section 54957.
Agency Designated Representatives: Paul Navazio,
Sheila McShane and Dania Torres-Wong
Employee Organization(s): Management MOU**

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY**JUNE 2, 2015****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 Randy Russell

- D. COMMUNICATIONS-PUBLIC COMMENT**

**Randy Russell
Pamela Byrd Dunn**

- E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

[14-804](#)

SUBJECT: Long Range Calendar

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

- F. MINUTES**

- 1. [14-806](#) 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 May 5, 2015 and May 19, 2015.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 5, 2015 and May 19, 2015.

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

G. PRESENTATIONS

2. [14-810](#) SUBJECT: WJUSD - Spring Lake Elementary School

Recommendation for Action: Receive a presentation from Dr. Maria Armstrong, School Superintendent on district plans for construction of new elementary school in Spring Lake.

Council Members received a presentation from Dr. Maria Armstrong, School Superintendent on district plans for construction of new elementary school in Spring Lake.

H. CONSENT CALENDAR

3. [14-757](#) SUBJECT: Increase the Fiscal Year 2014/2015 Vehicle Replacement Budget by \$65,554.67 and authorize the Purchase of Remaining Six FY 2014/2015 Vehicles

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an increase to the Vehicle Replacement Budget from \$1,208,283.50 to \$1,273,808.10, a total increase of \$65,554.67, in support of the purchase of six remaining FY 2014/2015 vehicles.

Adopted Resolution No. 6445, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2014/2015 VEHICLE REPLACEMENT BUDGET AND THE PURCHASE OF FIVE (5) VEHICLES.

4. [14-777](#) SUBJECT: Approval of Four Subrecipient Agreements with the Yolo Wayfarer Center Funded through 2014 Continuum of Care Program Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute four subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2014 Continuum of Care

program competition in the aggregate amount of \$207,614 and authorizes the Finance Officer to amend the budget as necessary.

Adopted Resolution No. 6446, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE FOUR SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR CONTINUUM OF CARE PROGRAM GRANTS

5. [14-786](#)

SUBJECT: Approve Consultant Agreement Amendment for Construction Management and Inspection Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to (1) authorize a General Fund appropriation for \$122,000 and (2) approve professional services contract amendment #1 with Associated Engineering Consultants for construction management and inspection services in the amount of \$145,000 and authorize the City Manager to execute the contract.

Adopted Resolution No. 6447, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, APPROVING AN AGREEMENT AMENDMENT WITH ASSOCIATED ENGINEERING CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AND APPROVING A GENERAL PLAN APPROPRIATION.

6. [14-787](#)

SUBJECT: Final Acceptance and Notice of Completion for E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07 and Budget Adjustment

Recommendation for Action: Staff recommends City Council (1) accept the E. Kentucky Avenue Road Rehabilitation Project, CIP #10-07, construction contract as complete and authorize the City Clerk to file a Notice of Completion and (2) transfer \$6,000 of Measure E funding from CIP #06-06 to the project.

Adopted Resolution No. 6448, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE EAST KENTUCKY AVENUE ROAD REHABILITATION PROJECT (CIP 10-07) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION AND ADJUST BUDGET.

7. [14-798](#)

SUBJECT: Internet Services Contract

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 3-year Internet services agreement with Wave Business Solutions LLC.

Adopted Resolution No. 6449, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH WAVE BUSINESS SOLUTIONS LLC FOR INTERNET SERVICES.

8. [14-803](#)

SUBJECT: Waste Management Delinquent Garbage/Refuse

Accounts - Call for a Public Hearing

Recommendation for Action: Staff recommends that the City Council set a Public Hearing for July 7, 2015 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

Council Members approved a Public Hearing for July 7, 2015 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

9. [14-774](#)

SUBJECT: Request for Council Authorization of Additional Funds to Support Police Operations

Recommendation for Action: Staff recommends that the City Council

1. Adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Authorizing the City Manager to Submit a 2015 COPS Hiring Program Grant Application in support of up to 3 Additional Police Officers; and
2. Authorize the appropriation of \$ 15,000 in available asset seizure funds to support current police operations.

Adopted Resolution No. 6450, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANGER TO SUBMIT GRANT APPLICATION FOR THE DEPARTMENT OF JUSTICE'S 2015 COPS HIRING PROGRAM AND, IF AWARDED, ACCEPTANCE OF THE GRANT AND APPROPRIATE FUNDS INCLUDING FOR THE REQUIRED LOCAL MATCH.

10. [14-805](#)

SUBJECT: Amendment to Ordinance No. 1576

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending Ordinance No. 1576 regarding the date of the City of Woodland's General Municipal Election in order to correct inadvertent errors.

Waived first reading and read by title only an ordinance amending Ordinance No. 1576 regarding the date of the City of Woodland's General Municipal Election in order to correct inadvertent errors.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 10.

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

I. PUBLIC HEARINGS

11. [14-719](#)

SUBJECT: Public Hearing - Bulls Eye Bail Bonds Project - (1)
Request to amend the Downtown Specific Plan to (a) conditionally

allow a bail bonds business within District A4 of the Downtown Business District; (b) adopt performance standards for all bail bonds businesses within the Downtown Specific Plan; and (2) approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4

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

- 1) Conduct a public hearing; and
- 2) Approve a Conditional Use Permit for the Bulls Eye Bail Bonds business with specified conditions of approval; and
- 3) Introduce and waive the first reading of Ordinance No. _____, authorizing amendments to the Downtown Specific Plan Table 8-1, Land Use Matrix, and Section 8.5, Performance Standards.

From and after the effective date of Ordinance No. _____, the Bulls Eye Bail Bonds business would be permitted to operate pursuant to a Conditional Use Permit.

Council Member Hilliard recused himself from the Public Hearing item.

This Public Hearing item was not approved. Council gave direction to staff that this item go back to the Planning Commission with questions previously discussed and return to Council.

12. [14-725](#)

SUBJECT: Approve purveyorship of recycled water through the Water Utility Enterprise, and first reading of proposed ordinance adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ approving purveyorship of recycled water through the Water Utility Enterprise and waive the first reading and read by title only Ordinance No. _____, "An Ordinance of the City Council of the City of Woodland, California Adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service."

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard, and carried unanimously, Council Members adopted Resolution No. 6451, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING RECYCLED WATER PURVEYORSHIP THROUGH THE WATER UTILITY ENTERPRISE and waived first reading and read by title an ordinance adding article XIV to Chapter 23C of the Woodland Municipal code related to Recycled Water Service

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

13. [14-775](#)

SUBJECT: Public Hearing on the Fiscal Year 2015-2016 Community Development Block Grant Annual Action Plan and Authorization for Submittal of Action Plan

Recommendation for Action: Staff recommends that the City Council hold a public hearing and approve the 2015-16 Community Development Block Grant Annual Action Plan.

The City Council's approval is based on taking the following actions:

1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2015-16 Community Development Block Grant (CDBG) Action Plan (Attachment A);
2. Adopt a Resolution to approve the Fiscal Year FY 2015-16 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment B);
3. Direct staff to complete the FY 2015-16 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period;
4. Direct staff to forward the completed FY 2015-16 Action Plan once completed;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

These Actions are consistent with the 2015-2019 CDBG Consolidated Plan goals to reduce slum and blight conditions and assisting low and moderate income people.

On a motion by Council Member Hilliard, seconded by Council Member Denny, Council Members held a Public Hearing and adopted Resolution No. 6452, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ANNUAL ACTION PLAN.

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

14. [14-800](#)

SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and the Spring Lake Maintenance Community Facilities District

Recommendation for Action: Staff recommends that the City Council:
(1) Hold a public hearing; and

- (2) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Community Facilities District 2004-1; and
- (3) Adopt Resolution No. _____, Calling an Election to Submit the Qualified Electors the Question of Levying the Special Tax within the Proposed Annexation Area to the Spring Lake Maintenance Community Facilities District; and
- (4) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Community Facilities District 2004-1; and
- (5) Adopt Resolution No. _____, Declaring the Results of the Special Election for Annexation to Spring Lake Maintenance Community Facilities District; and
- (6) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and
- (7) Introduce Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6453, A RESOLUTION CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE); Resolution No. 6454, A RESOLUTION CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT; Resolution No. 6455, A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON TUESDAY, JUNE 2, 2015, AND ORDERING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE); Resolution No. 6456, A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON TUESDAY, JUNE 2, 2015, AND ORDERING THE ANNEXATION OF TERRITORY TO SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT; Introduced an ordinance levying and apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and introduced an ordinance Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

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

J. REPORTS OF THE CITY MANAGER

15. [14-799](#) SUBJECT: Exclusive Negotiating Agreement with Jivan B. Patel and Ramilaben J. Patel Living Trust - Downtown Mixed Use Hotel and Retail/Restaurant Project

Recommendation for Action: Staff recommends that the City Council

adopt the attached resolution approving an Exclusive Negotiating Agreement (ENA) with Jivan B. Patel and Ramilaben J. Patel Living Trust for the disposition of 1017 Main Street and a portion of 1001 Main Street (Freeman Park) for the development of a mixed use hotel and retail/restaurant project in Downtown.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted Resolution No. 6457, RESOLUTION APPROVING AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH JIVAN B. PATEL AND RAMILABEN J. PATEL LIVING TRUST FOR 1017 MAIN STREET AND A PORTION OF 1001 MAIN STREET.

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

16. [14-809](#) SUBJECT: Fiscal Year 2015-2016 Proposed Budget Discussion

Recommendation for Action: Staff recommends that the City Council receive this informational Fiscal Year 2015-2016 (FY 2015-16) Proposed Budget report for discussion.

Council Members received an informational Fiscal Year 2015-2016 Proposed Budget report.

K. ADJOURNED AT 6:55 PM.

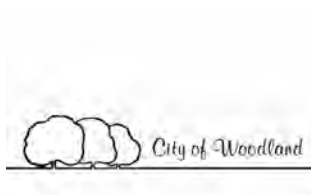
Respectfully submitted,

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*



Meeting Minutes - Draft

Tuesday, June 16, 2015

6:00 PM

Council Chambers

City Council

**CLOSED SESSION
5:30 P.M.**

- A. CALL TO ORDER**
- B. CLOSED SESSION**

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JUNE 16, 2015
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 Nick Anglin and Garrett Conley.

- D. COMMUNICATIONS-PUBLIC COMMENT**

Ineke deWit
Pauly van Muyden
Candido Ramirez
Cleve Baker

- E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

Verbal updates provided by Council Members/Staff.

[14-827](#) SUBJECT: Long Range Calendar

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

- F. CONSENT CALENDAR**

- 1. [14-742](#) SUBJECT: Approve Easement Agreement for Woodland-Davis Clean Water Agency Regional Water Treatment Plant permanent electric power supply.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Easement Agreement

(Agreement) with Pacific Gas & Electric, and authorizing the City Manager to execute the Agreement to provide permanent electric power to the Woodland-Davis Clean Water Agency (WDCWA) Regional Water Treatment Facility (RWTF), CIP 08-07 Surface Water Project.

Adopted Resolution No. 6458, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EASEMENT WITH PACIFIC GAS & ELECTRIC (PG&E) FOR THE SURFACE WATER PROJECT, CIP 08-07, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE EASEMENT.

2. [14-773](#)

SUBJECT: Second Amendment to the Ground Lease with Love Ride Inc. - Velocity Island Park

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

Adopted Resolution No. 6459, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO GROUND LEASE AGREEMENT WITH LOVE RIDE, INC.

3. [14-784](#)

SUBJECT: Re-Certification of the Sewer System Management Plan (SSMP)

Recommendation for Action: Staff recommends that the City Council approve the 2015 Revised SSMP.

Approved the 2015 Revised Sewer System Management Plan.

4. [14-791](#)

SUBJECT: Approval of Final Map 4818 Heritage Park Phase 2, Related Subdivision Improvement Agreement, and Summary Abandonment of a portion of Zane Drive.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 4818 Heritage Park Phase 2; 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving summary vacation for excess right-of-way along a portion of Zane Drive; and 2) authorize the City Manager to sign the quitclaim deed on behalf of the City.

Adopted Resolution No. 6460, A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF WOODLAND APPROVING FINAL MAP 4818 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH MERITAGE HOMES OF CALIFORNIA FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS and Resolution No. 6461, A RESOLUTION OF THE CITY OF WOODLAND CITY COUNCIL APPROVING SUMMARY VACATION OF A PORTION OF A CITY OWNED PARCEL.

5. [14-808](#) SUBJECT: Award Construction Contract for Douglas Junior High Sewer Realignment Project CIP 15-14; and Approve reallocation of \$190,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21, to Douglas Junior High Sewer Realignment Project, CIP 15-14

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. _____ to;

1. Award a construction contract in the amount of \$134,905 to R&R Horn, Inc. for CIP 15-14, Douglas Junior High Sewer Realignment and authorize a contract contingency of up to 15% (\$20,236); and
2. Approve the reallocation of \$190,000 of Sewer Enterprise Funds from CIP 08-21, Annual Sewer Repair and Replacement to CIP 15-14, Douglas Junior High Sewer Realignment Project.

Adopted Resolution No. 6462, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH R&R HORN, INC. IN THE AMOUNT OF \$134,905 FOR CIP 15-14, DOUGLASSS JUNIOR HIGH SEWER REALIGNMENT PROJECT.

6. [14-811](#) SUBJECT: Second reading of proposed ordinance adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, "An Ordinance of the City Council of the City of Woodland, California Adding Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service."

Adopted Ordinance No. 1580, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ADDING ARTICLE XIV TO CHAPTER 23C OF THE WOODLAND MUNICIPAL CODE RELATED TO RECYCLED WATER SERVICE.

7. [14-814](#) SUBJECT: Public Works Quarterly Status Report for the period of March through May 2015

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

Accepted Public Works Department's Quarterly Status Report.

Adopted Resolution No. 6463, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR

THE WATER POLLUTION CONTROL FACILITY (WPCF) 2015 IMPROVEMENT PROJECT (POND SYSTEM ENHANCEMENTS), CIP 10-11, AND AUTHORIZING BID ADVERTISEMENT.

9. [14-818](#) SUBJECT: Increase the Fiscal Year 2014/2015 Literacy Program Budget by \$11,740.00

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an increase to the Literacy Program Budget from \$70,375.00 to \$82,115.00, a total increase of \$11,740.00, in support of additional literacy program costs.

Adopted Resolution No. 6464, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2014/2015 LITERACY PROGRAM BUDGET.

10. [14-835](#) SUBJECT: Increase the Fiscal Year 2014/2015 Used Oil Grant Budget by \$4,200

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2014/15 appropriation of \$4,200 in the Used Oil Grant Fund for a total appropriation of \$20,142.

Adopted Resolution No. 6465, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2014/2015 USED OIL GRANT BUDGET.

11. [14-819](#) SUBJECT: Intent to Levy Assessment: Spring Lake and Gateway Lighting & Landscaping Districts

Recommendation for Action: Staff recommends that the City Council approve and adopt:

- 1) Resolution No. _____, to Initiate Proceedings for the Annual Levy and Collection of Assessments;
- 2) Resolution No. _____, to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and
- 3) Resolution No. _____, Declaring Intention to Conduct a Public Hearing on July 7, 2015 for the Spring Lake Lighting & Landscaping Districts and
- 4) Resolution No. _____, to Initiate Proceedings for the Annual Levy and Collection of Assessments;
- 5) Resolution No. _____, to Preliminarily Approve the Engineer's Annual Levy Report and the Levy and Collection of Annual Assessments; and
- 6) Resolution No. _____, Declaring Intention to Conduct a Public Hearing on July 7, 2015 for the Gateway Lighting & Landscaping Districts

Adopted Resolution No. 6466, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2015/2016 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972, Resolution No. 6467, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2015/2016, Resolution No. 6468, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2015/2016 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972, Resolution No. 6469, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2015/2016 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972, Resolution No. 6470, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2015/2016 and Resolution No. 6471, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2015/2016 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972.

12. [14-832](#)

SUBJECT: Second Reading - Adopt Ordinance Amending Ordinance No. 1576

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending Ordinance No. 1576 regarding the date of the City of Woodland's General Municipal Election in order to correct inadvertent errors.

Adopted Resolution No. 1581, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING ORDINANCE NO. 1576 REGARDING THE DATE OF THE CITY OF WOODLAND'S GENERAL MUNICIPAL ELECTION IN ORDER TO CORRECT INADVERTENT ERRORS.

13. [14-837](#)

SUBJECT: Support Position: SB 16 (Beall) - Transportation Funding

Recommendation for Action: Staff recommends that the Council authorize a "support" position on SB 16 (Beall) that would establish a five-year transportation funding plan to expressly address maintenance backlog on state and local roadway systems.

Council authorized a "support" position on SB 16 (Beall) that establishes a five-year transportation funding plan to expressly address maintenance

backlog on state and local roadway systems.

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar items no. 1 through 13.

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

G. PUBLIC HEARINGS

14. [14-821](#) **SUBJECT:** Public Hearing to Receive Comments Concerning the Renewal of Assessment for Woodland Visitor Attraction District; Adoption of Resolution Confirming the Assessment Report; and Adopt Resolution to Authorize City Manager to Sign Administrative Agreement with Yolo County Visitor's Bureau

Recommendation for Action: Staff recommends that the City Council:
1. Hold a Public Hearing to receive comments concerning the renewal of the 2015-2016 Annual Assessment for the Woodland Visitor Attraction District (BID); 2. Adopt a Resolution confirming the 2015-2016 Annual Assessment Report; and 3. Adopt a Resolution to authorize the City Manger to sign the Administrative Agreement with Yolo County Visitors Bureau and retain a Marketing and Promotions Coordinator to implement the Woodland Visitor Attraction District.

Held Public Hearing and adopted Resolution No. 6472, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CONFIRMING THE ASSESSMENT REPORT AND APPROVING THE LEVY OF AN ASSESSMENT FOR THE VISITOR ATTRACTION DISTRICT FOR FISCAL YEAR 2015-2016 PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989 and Resolution No. 6473, RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ADMINISTRATIVE AGREEMENT WITH YOLO COUNTY VISITORS BUREAU FOR FISCAL YEAR 2015-2016.

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

15. [14-772](#) **SUBJECT:** PUBLIC HEARING - Tobacco Retail Licensing Ordinance

Recommendation for Action: Staff recommends that the City Council:
(1) Conduct a public hearing; and
(2) Adopt Ordinance No. _____, 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 Licensing; and
(3) Adopt Resolution No. _____, authorizing the Woodland City Manager to execute an agreement between the City of Woodland and the County of Yolo for Tobacco Retail Licensing services.body

On a motion by Council Member Denny, seconded by Council Member Marble

and carried unanimously, Council Members adopted Ordinance No. 1582, 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.

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

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6474, 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.

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

16. [14-778](#)

SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2015/2016 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Adopted Resolution No. 6475, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2015/2016.

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

17. [14-779](#)

SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2015/2016 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Adopted Resolution No. 6476, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2015/2016.

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

18. [14-780](#)

SUBJECT: PUBLIC HEARING - West Wood Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2015/2016 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Adopted Resolution No. 6477, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2015/2016.

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

19. [14-781](#)

SUBJECT: PUBLIC HEARING - Streng Pond Landscape Maintenance District

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Resolution No. _____, to approve the fiscal year 2015/2016 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members adopted Resolution No. 6478, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2015/2016.

H. REPORTS OF THE CITY MANAGER

20. [14-836](#)

SUBJECT: Presentation on Status of City's Youth Gang Reduction, Intervention and Prevention (YGRIP) Initiative.

Recommendation for Action: Staff recommends that the City Council receive a presentation from the city's current YGRIP Coordinator regarding progress and future plans of the YGRIP initiative.

This item was deferred due to illness.

21. [14-815](#)

SUBJECT: Update on Water Conservation Efforts in Parks, Recreational Fields, Medians and Planter Strips

Recommendation for Action: None, informational update only.

Council Members received an update on Water Conservation efforts in parks, recreational fields, medians and planter strips.

22. [14-801](#)

SUBJECT: Extension of Development Impact Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council waive first reading and adopt by title only, an Ordinance amending Woodland Municipal Code section 6B-110 to extend the City's temporary development impact fee deferral program for an additional two years.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members waived first reading and read by title only an Ordinance amending Woodland Municipal Code section 6B-110 to extend the City's temporary development impact fee deferral program for an additional two years.

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

23. [14-820](#)

SUBJECT: Fiscal Year 2015-2016 Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year (FY) 2015-2016 Annual Budget of \$142.27 million, which includes the budgets for the Capital Improvement Program, the Woodland Finance Authority and the Successor Agency to the former Redevelopment Agency.

On a motion by Council Member Marble, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6479, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FISCAL YEAR 2015-2016 ANNUAL BUDGET.

24. [14-829](#)

SUBJECT: Appointment and Reappointment of Board, Commission and Committee Members

Recommendation for Action: Staff recommends that the City Council consider and appoint/reappoint collectively members to the Board of Building Appeals and Historical Preservation Commission as recommended by Mayor Pro Tem Marble and Council Member Hilliard and Personnel Board as previously recommended by Council Member Denny and Council Member Barajas.

In addition, Council is asked to appoint a new member to the Flood Control Advisory Committee due to a vacancy on the committee.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard and carried unanimously, Council Members appointed and reappointed

collectively members to the Board of Building Appeals and Historical Preservation Commission as recommended by Mayor Pro Tem Marble and Council Member Hilliard and Personnel Board as previously recommended by Council Member Denny and Council Member Barajas.

25. [14-830](#)

SUBJECT: Designate Delegate for the Annual League of California Cities Conference

Recommendation for Action: Staff recommends that the City Council designate a voting delegate representing the City at the Annual Conference of the League of California Cities to be held in San Jose, September 30 - October 2, 2015.

Council members deferred this item for further discussion to next regular Council meeting.

26. [14-831](#)

SUBJECT: City Council Procedures

Recommendation for Action: Staff recommends that the City Council (1) introduce and waive first reading of Ordinance No. _____, Amending Article 1 of Chapter 2 of the Woodland Municipal Code Related to City Council Members and City Council Procedures and (2) adopt Resolution No. _____, adopting Rosenberg's Rules of Order as the Official Parliamentary Procedures for City Council Meetings.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard and carried unanimously, Council Members waived first reading and read by title only an ordinance amending Article 1 of Chapter 2 of the Woodland Municipal Code related to City Council Members and City Council Procedures.

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

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members adopted Resolution No. 6480, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING ROSENBERG'S RULES OF ORDER AS THE OFFICIAL PARLIAMENTARY PROCEDURES FOR CITY COUNCIL MEETINGS.

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

I. ADJOURNED AT 7:12PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

Legislation Text

2.

File #: 14-848, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: 2015 4th of July Sponsors and Volunteers**

Recommendation for Action: Staff recommends that the City Council receive a report on the 4th of July event sponsors and volunteers.

Staff Contact: Christine Engel, Community Services Director - (530) 661-2008, christine.engel@cityofwoodland.org

Background

City of Woodland organized 4th of July events (Bike Parade, Freeman Park Family Fun Fest, and the Fireworks Celebration) are made possible through donations from the community and volunteer efforts. Donations were provided by over twenty-one individuals, organizations, and businesses, raising over \$24,000. These events could not be enjoyed by the community without the support and dedication of volunteers such as Maria Contreras-Tebbutt who has been instrumental in organizing the Bike Parade and Family Fun Fest at Freeman Park; and The American Legion for conducting the Color and Rifle Guard Ceremony, and Erika Davis for singing the National Anthem before the fireworks celebration at Woodland High School. Other events in the community made possible through the support of volunteers included the Woodland School's Foundation 5-3-1 Fun Run; the Woodland Professional Firefighter Association's pancake breakfast, and the Woodland Senior Center Computer Club ice-cream social.

Continuing as the "Grand Finale" sponsor is PG&E. Shooting Star Sponsors include Waste Management, Nugget, Food-4-Less, Adams Grain, Conaway Preservation Group, Clark Pacific, and Associated Engineering Consultants. "Roman Candle" sponsors include RDM Audio Visual Rentals and The Wiseman Company LLC. "Sparkler" sponsors include Andy Gagnon Landscape, Inc., Colombara's Cabinet & Millwork, Gayle Manufacturing, Kitchen 428, Lawson Property Management, Maria's Cantina, Meridian Pacific, Inc., Sheffield Real Estate, Tom & Meg Stallard, Dr. Glen Warganich & Dr. Bill Marble, Turn of the Century, Valley Tire Center, West Yost Associates, Woodland Chamber of Commerce, Woodland Opera House, and Woodland Recreation Foundation.

Conclusion

Staff recommends that the City Council receive a report on the 4th of July sponsors and volunteers.

Prepared by: Christine Engel, Community Services Director

A handwritten signature in cursive script, reading "Paul Navazio".

Paul Navazio, City Manager

Legislation Text

3.

File #: 14-824, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT:** Authorization for the City Manager to Execute the Conveyance Agreement between Alforex Seeds, the Yolo Land Trust, the City of Woodland, Cal West Investors, LLC, and Optimistic Partners LLC and the Deed of Conservation Easement between Alforex Seeds, the Yolo Land Trust, and the City of Woodland for Purposes of Swainson's Hawk Easement related to mitigation for the Cal West Development in Spring Lake

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to a) execute the Conveyance Agreement between Alforex Seeds, the Yolo Land Trust, the City of Woodland, Cal West Investors, LLC, and Optimistic Partners LLC; and 2) execute the Deed of Conservation Easement between Alforex Seeds, the Yolo Land Trust, and the City of Woodland.

Staff Contact

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

Fiscal Impact

Approval of this action will result in minimal fiscal cost to the City. Staff time and legal costs in review of the easement and associated documents have been incurred. However, this is a development based project with a developer funded deposit account, and all costs associated with this item will be charged to the Cal West Development Account. Endowment costs associated with the long term monitoring of the easement will be provided by the applicant to the Yolo Land Trust.

Background

The City Council previously certified a Final Environmental Impact Report (FEIR) for the Spring Lake Specific Plan (Turn of the Century EIR, SCH # 99022069) on August 15, 2000, Resolution No. 4215. The Environmental Impact Report (EIR) included specific mitigation measures to address the loss of Important Farmland and loss of Swainson's Hawk Foraging Habitat that would occur as a result of the development of the Spring Lake Specific Plan Area. The Spring Lake Specific Plan was approved on December 18, 2001, Resolution 4330, and included the adoption of a California Environmental Quality Act (CEQA) Addendum and Mitigation Monitoring Program. Mitigation Measures 4.2-1 and 4.5-4 include requirements specific to Agricultural land and Swainson's Hawk foraging habitat replacement acreage. Mitigation in the amount of 940 acres (plus any additional important farmland converted for offsite infrastructure) is required for Agricultural land and in the amount of 939 acres for Swainson's Hawk foraging habitat. The EIR allows the mitigation

lands to be “stacked”, or eligible to provide credit for both mitigation requirements, if all appropriate criteria are met in accordance with the requirements of the California Department of Fish and Wildlife.

On February 18, 2003, the City Council approved Resolution No. 4421, adopting the Spring Lake Specific Plan Agricultural Land Mitigation Program. Subsequently, two significant easement lands were set aside providing a total of 863 acres of land eligible as mitigation credit for future development in Spring Lake. The Heidrick Restated Conservation Easement (DOC 2005-0017451-00) was approved April 15, 2005, and set aside 220.26 acres of Swainson’s Hawk and agricultural mitigation credit. The Conservation Easement Deed by Daniel K. Dowling (DOC 2006-0004651-00) was approved November 7, 2005, which set aside 548 acres for Swainson’s Hawk and agricultural mitigation credit. No additional banked Swainson’s Hawk mitigation credits remain. Approximately 118.64 acres of banked Agricultural mitigation credits remain. Some of the credits were used for properties outside of Spring Lake. Consequently, future remaining development in Spring Lake, inclusive of the Cal West project site, will be required to provide a total additional 240.74 acres of Swainson’s Hawk mitigation credits and 124.74 acres of agricultural mitigation credits. Attachment “4” includes a copy of the EIR mitigation language as well as a table with a record of allocation of mitigation acreage for the Heidrick and Dowling conservation easements.

Discussion

The Cal West Investors, LLC and Optimistic Partners, LLC received final approval for their development project within Spring Lake on May 19, 2015. Conditions of the project require that they obtain all required mitigation easements prior to the commencement of any development activity on the site. The project site is approximately 44 acres in size. The applicant has submitted a proposal for a Conservation Easement on approximately 45 acres of land owned by Alforex Seeds, LLC (formerly known as Cal West Seeds, LLC), which will serve to meet permanent Agricultural and Swainson’s Hawk easement credit. The Conservation Easement will be between Alforex Seeds, LLC and the Yolo Land Trust, and the City of Woodland. The Yolo Land Trust and the City will hold the conservation easement, but the Yolo Land Trust will monitor the easement and will receive an endowment from the applicant adequate to cover the required monitoring of the site in perpetuity. The Conservation Easement places various restrictions on the property, including restrictions on the types of crops that may be grown, land that may be paved, the construction of buildings, and similar restrictions to ensure that the land remains viable for Swainson’s Hawk habitat from now and into perpetuity. A Present Conditions Report, which City staff have reviewed and agreed to, documents the existing conditions on the easement-protected property, and that report combined with the conservation easement deed will be used by the Yolo Land Trust as the baseline for its future monitoring efforts.

The conservation easement site is located in Yolo County, south of the City of Woodland, west of Highway 113, south of County Road 27 and east of County Road 98, and is within the approved “target area” within the County Road 27/29 greenbelt corridor between Woodland and Davis (APN 041-050-001-000), 22077 County Road 98, Woodland, CA 95695.

The development site was purchased in the 1970’s by Cal/West Seeds and was used as a seed research and development facility until the site was purchased in 2006 by Cal West Investors, LLC. As part of the 2006 transaction, Cal West Investors built a replacement facility for Cal/West Seeds (the 45-acre easement site), which is now owned by Alforex Seeds. Alforex Seeds and Cal West Investors LLC and Optimistic Partners LLC have entered into a separate agreement, which the City is not a party to, providing for Alforex Seeds to have the conservation easement on its property as mitigation for the Cal West project. The replacement facility is located within the target area selected by the City of Woodland for these Spring Lake mitigation easements. The development site included a 2-acre building complex within the 45 acres, however, the easement area does not include a 2 acre building complex as these uses are now located outside the easement area. There were 43

acres of farmed property on the development site, and there are 45 acres of easement property at the replacement facility. The former operations on the development site included the use of cross pollination hoops. The replacement site is 45 acres in size of which approximately 2 acres will be covered in cross pollination hoops. The total open land available for foraging habitat at any time will be 43 acres.

Staff has been working with applicant, Alforex Seeds, LLC, Yolo Land Trust, and the California Department of Fish and Wildlife to ensure that the land value is adequate to meet the conservation purposes, and to ensure that the Property will be retained forever in a condition which preserves and protects the Conservation Values, and to prevent any use of the Property not specifically reserved that will impair or interfere with the Conservation Values of the property. The Yolo Land Trust board considered the proposed conservation easement and approved it on June 23, 2015. Escrow is anticipated to close no later than July 28, 2015. The City Manager is hereby authorized to execute both the Conveyance Agreement and the Conservation Easement. The attached documents are the most recent versions which may be subject to possible refinement as negotiations among the parties are still ongoing. The Resolution allows the City Manager, in consultation with the City Attorney, to conclude negotiations, modify the agreements as necessary and to execute both the Conveyance Agreement and the Conservation Easement.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to a) execute the Conveyance Agreement between Alforex Seeds, the Yolo Land Trust the City of Woodland, Cal West Investors LLC, and Optimistic Partners LLC; and 2) execute the Deed of Conservation Easement between Alforex Seeds, the Yolo Land Trust, and the City of Woodland.

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 Resolution

Attachment 2 Exhibit 1 to Resolution - Conveyance Agreement

Attachment 3 Exhibit 2 to Resolution - Deed of Conservation Easement

Attachment 4 EIR Mitigation Language and Calculation of Mitigation Credits and Mitigation Acreage in Spring Lake

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONVEYANCE
AGREEMENT BETWEEN ALFOREX SEEDS, THE YOLO LAND TRUST, THE CITY
OF WOODLAND, CAL WEST INVESTORS LLC, AND OPTIMISTIC PARTNERS LLC
AND THE DEED OF CONSERVATION EASEMENT BETWEEN ALFOREX SEEDS,
THE YOLO LAND TRUST, AND THE CITY OF WOODLAND FOR THE PURPOSES
OF AGRICULTURAL AND SWAINSON'S HAWK MITIGATION FOR THE CAL
WEST PROJECT SITE**

WHEREAS, it is the policy of the City of Woodland to encourage agriculture and the preservation of open space between the Cities of Woodland and Davis in the CR 27/29 corridor; and

WHEREAS, the City Council of the City of Woodland previously certified a Final Environmental Impact Report (EIR) for the Spring Lake Specific Plan (Turn of the Century EIR, SCH # 99022069); August 15, 2000), Resolution No. 4215, which identifies the loss of 940 acres of land mapped as important farmland on the State Department of Conservation database and 938 acres of Swainson's Hawk foraging habitat as a significant and unavoidable impact; and

WHEREAS, the EIR allows the mitigation lands to be stacked, or eligible to provide credit for both mitigation requirements, if all appropriate criteria are met to adequately preserve the conservation value for the intended purpose of the easement; and

WHEREAS, two significant easement lands were set aside, the Heidrick Restated Conservation Easement (DOC 2005-0017451-00) and the Conservation Easement Deed by Daniel K. Dowling (DOC 2006-0004651-00), providing a total of 491 acres of Swainson's Hawk mitigation credit and 863 acres of agricultural mitigation credit; and

WHEREAS, the City Council approved the Cal West Investors, LLC and Optimistic Partners, LLC Development project on May 19, 2015, and the EIR mitigation conditions require that the applicant obtain all required mitigation easements prior to the commencement of any development activity on the project site; and

WHEREAS, Cal West Investors, LLC and Optimistic Partners, LLC have proposed to place a permanent agricultural and Swainson's Hawk conservation easement over a 45-acre portion of the land identified as Yolo County APN 041-050-001-000, located at 22077 County Road 98, Woodland CA, 95695, and as more specifically described in the land survey attached to the Conservation Easement; and

WHEREAS, the proposed easement property is a single contiguous block of 45 acres, located within the 27/29 greenbelt corridor (north of County Road 29 and south of County Road 27), which is a target area for all of Spring Lake development easements; and

WHEREAS, the property is in active agricultural use with row crops and will be used for seed development and will never be planted in just one crop at any given time; and

WHEREAS, the development site was purchased in the 1970's by Cal/West Seeds and was used as a seed research and development facility until the site was purchased in 2006 by Cal West Investors, LLC. As part of the 2006 transaction, Cal West Investors built a replacement facility for Cal/West Seeds, and the two owners then exchanged properties. The Cal West Seeds new site includes the 45 acre easement site and is now owned by Alforex Seeds.

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

1. The Conveyance Agreement between Alforex Seeds, the Yolo Land Trust, the City of Woodland, Cal West Investors LLC, and Optimistic Partners LLC and the Deed of Conservation Easement between Alforex Seeds, the Yolo Land Trust, and the City of Woodland for the permanent protection of 45 acres of Swainson's Hawk and Agricultural mitigation credit lands are hereby approved, in substantially the form attached to this Resolution.

2. As negotiations among the parties are still ongoing, the City Manager is hereby authorized to conclude negotiations among the parties, modify the agreements as necessary and in consultation with the City Attorney, and execute both the Conveyance Agreement and the Conservation Easement.

PASSED AND ADOPTED by the City Council of the City of Woodland on this ___ day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Enclosures:

Exhibit 1: Conveyance Agreement

Exhibit 2: Deed of Conservation Easement

AGREEMENT TO CONVEY
A CONSERVATION EASEMENT (draft 6.30.15)

This Agreement to Convey a Conservation Easement ("Agreement") is dated for reference purposes as of July __, 2015, among ALFOREX SEEDS LLC, a Delaware limited liability company ("Landowner"), YOLO LAND TRUST, a California nonprofit public benefit corporation ("YLT") and CITY OF WOODLAND, a general law city and political subdivision of the State of California ("City") (YLT and City are collectively referred to as the "Grantee"), CAL WEST INVESTORS LLC, a California limited liability company ("CalWest") and OPTIMISTIC PARTNERS LLC, a California limited liability company ("OP") (CalWest and OP are collectively referred to as the "Developer").

RECITALS

A. The addresses, telephone numbers and email addresses of the parties to this Agreement are as follows:

Alforex Seeds, LLC
Attn: Jim Merrill
38001 County Road 27
Woodland, CA 95695
530-666-3331

Yolo Land Trust
Attn: Michele Clark
P. O. Box 1196
Woodland, CA 95695
530-662-1110
Email: mclark@theyololandtrust.org

Cal West Investors, LLC,
a California limited liability company
173 Court Street, Suite D
Woodland, CA 95695
530-668-4056
Email:
melanie_mathews@springlakedevelopment.org

City of Woodland
Attn: Cindy Norris
300 First Street
Woodland, CA 95695
530-661-5820
Email: Cindy.Norris@cityofwoodland.org

Optimistic Partners, LLC,
a California limited liability company
P.O. Box 1830
Davis, CA 95617
530-681-0310

B. Landowner is the owner of that certain real property, consisting of approximately 69 acres, in the unincorporated area of Yolo County, California, which real property is more particularly described in Exhibit A attached hereto ("Landowner's Real Property"). That 45 acre portion of Landowner's Real Property described in Exhibit B attached hereto is the subject of this Agreement (the "Property").

C. Landowner and Developer have entered into an agreement wherein Landowner has agreed to convey to Grantee a conservation easement on the Property ("Sales

Agreement") to satisfy a mitigation requirement of Developer to City in connection with the development of the Spring Lake residential development ("Developer's Project"). The conservation easement to be granted shall be substantially in the form of the conservation easement attached hereto as Exhibit C ("Conservation Easement" or "Easement"). That portion of Landowner's Real Property not contained in the Property (and not encumbered by the Easement) may be referred to herein as "Landowner's Unencumbered Property." The Conservation Easement shall be granted together with access thereto from County Road 27 across Landowner's Unencumbered Property as described in the Conservation Easement, and all references in this Agreement to the Conservation Easement shall include the right of access thereto.

THE PARTIES AGREE AS FOLLOWS:

1. Conveyance of Conservation Easement. For and in consideration of the mutual covenants and promises contained in this Agreement, and in the Conservation Easement, and in acknowledgement of Grantee's reliance on this Agreement and Grantee's expenditure of funds and time in connection herewith, Landowner agrees to convey the Conservation Easement to Grantee on the terms and conditions set forth in this Agreement. Grantee shall not be obligated to accept title to the Conservation Easement if: (a) Landowner fails, refuses or is unable to perform any of Landowner's obligations under this Agreement; (b) Grantee elects to terminate this Agreement because any of Landowner's representations or warranties cease to be true prior to the close of escrow; (c) Grantee elects to terminate this Agreement because Landowner is unable to remove an unpermitted title exception; (d) Grantee elects to terminate this Agreement in accordance with Section 8 of this Agreement because of unacceptable environmental conditions on the Property; or (e) Grantee elects not to close by reason of damage to the Property in accordance with Section 10 of this Agreement.

2. Escrow and Closing. The parties shall open an escrow with Placer Title Company, 30 West Main Street, Suite A, Woodland, CA 95695, Attn: Eric Seastrom, Tel: 530-666-1214 ("Escrow Holder") for the purpose of closing the conveyance of the Conservation Easement. Escrow shall close no later than July 28, 2015 ("Closing" or "Close of Escrow").

3. Title. Landowner shall convey the Conservation Easement by grant deed to Grantee in substantially the form of the Easement attached hereto as Exhibit C, subject only to the following exceptions that actually touch and concern the Property ("Permitted Exceptions"): (a) the lien for nondelinquent real property taxes (taxes must be paid current); (b) standard pre-printed exceptions on the title insurance policy to be obtained pursuant to Section 4 below; (c) exceptions numbers 3 (subject to confirmation that no supplemental taxes have been assessed and that nothing has occurred prior to the closing date that will result in such assessment and with the added language "with respect to events occurring on or after the date hereof" on Buyer's title insurance policy), and 4 set forth in that certain preliminary report on Landowner's Real Property prepared by Escrow Holder, as Pro Forma Preliminary Report Order No. 306-8151.1, dated as of April 15, 2015 (the "Title Report"), copies of which Title Report have been received by all parties and is incorporated herein by this reference; and (d) the provisions of the Conservation Easement.

All outstanding encumbrances securing financial obligations, including any deeds of trust, mortgages, financing statements, as well as all leases, shall be subordinated to the Conservation Easement or released, terminated or reconveyed by Close of Escrow.

4. Title Insurance. Grantee will obtain, at Developer's expense, a CLTA owner's policy of title insurance, insuring that title to the Conservation Easement is vested in Grantee upon Close of Escrow, subject only to the Permitted Exceptions, and containing an endorsement eliminating the standard exclusion from coverage for "3. [D]efects, liens, encumbrances, adverse claims or other matters:....(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or estate or interest insured by this policy."

5. Landowner's Promise to Maintain Property. Landowner agrees to maintain the Property during the term of this Agreement in the same order and condition as on the Effective Date (subject to ordinary agricultural operations).

6. Landowner's Representations. Landowner represents that:

(a) Landowner has full power and authority to enter into this Agreement and to transfer and convey the Conservation Easement to Grantee in accordance with the terms of this Agreement and, if Landowner is not an individual, the person signing this Agreement has the full power and authority to sign for Landowner and to bind it to this Agreement and to transfer and convey all right, title and interest in and to the Conservation Easement;

(b) There is no lease, license, permit, other option, right of first refusal or other agreement, written or oral, which encumbers the Property;

(c) To the best of Landowner's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property or pending or threatened against Landowner that could affect Landowner's title to the Easement Property, or any portion thereof, or affect the value of the Conservation Easement;

(d) To the best of Landowner's knowledge, there are no encroachments by third parties on the Property, and to the best of Landowner's knowledge, Landowner does not encroach upon the real property of any third party adjoining the Property;

(e) To the best of Landowner's knowledge, there are no or has been no: (i) uncured notices that have been served upon Landowner from any governmental agency notifying Landowner of any violations of law, ordinance, rule or regulation that would affect the Property; (i) unpaid bills for labor or materials because of any repairs, works of improvements or materials furnished to the Real Property; or (iii) production, use, treatment, storage, transportation, or disposal of any "Hazardous Materials" (as defined in the Conservation Easement) on the Real Property and Landowner has completed, executed and delivered to Grantee an "Environmental Questionnaire and Disclosure Statement," dated November 17, 2014, describing the condition and history of use of the Property and said Environmental Questionnaire is incorporated herein by this reference; and

(f) This Agreement will not constitute a breach or default under any agreement to which Landowner is bound or to which Landowner's Real Property is subject.

Each of the above representations is material and is relied upon by Grantee and all representations will be deemed to have been made or affirmed as of the Close of Escrow and will survive the Close of Escrow for a period of twelve (12) months thereafter.

7. Remedies Upon Breach. In the event of Landowner's default under this Agreement, except as may be otherwise provided in this Agreement, Grantee shall retain the right to reimbursement from Developer for Grantee's reasonable costs and expenses incurred in attempting to carry out this Agreement *in excess of* Fifteen Thousand Dollars (\$15,000.00), the

amount Developer previously paid to Grantee to reimburse Grantee for its costs and expenses in connection with the conveyance of the Conservation Easement. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded. Grantee shall not have the right of specific performance with respect to the enforcement of this Agreement as to the conveyance of the Conservation Easement, provided that, if the conveyance of the Conservation Easement closes escrow, Grantee shall have the right of specific performance against Developer with respect to the contributions and payments specified in Section 9.

8. Right to Inspect Property; Present Conditions Report. During the term of this Agreement Grantee through its employees and agents may enter upon Landowner's Real Property for the purpose of making inspections and investigations as Grantee deems appropriate and for the purposes of preparing a present conditions report containing an inventory of the Property's relevant features and conditions, its improvements and some of its natural resources ("Present Conditions Report"). Developer shall pay the actual cost of preparing the Present Conditions Report, not to exceed Six Thousand Dollars (\$6,000.00), which payment shall be made on or before the Close of Escrow. In the event this Agreement is terminated, this reimbursement obligation shall survive the termination.

The Present Conditions Report is required to establish the condition of the Property at the time of the conveyance of the Conservation Easement and may consist of the following: maps showing the property lines and other contiguous or nearby protected areas; a scaled map of the area showing all existing man-made improvements, such as roads, and fences and any applicable building envelopes, vegetation, land use history and distinct natural features; aerial photo(s) of the Property; and on-site photographs keyed to specific locations on the Property. Grantee shall undertake to prepare the Present Conditions Report with Landowner's reasonable cooperation and review.

On or before the Close of Escrow, Landowner and Grantee will sign a statement acknowledging that the Present Conditions Report accurately represents the condition of the Property at the time of the conveyance of the Conservation Easement.

Should Grantee determine, based on its investigation of the Property, that the conditions on the Property are unacceptable to Grantee and Landowner is unwilling or unable to remediate or cure any such unacceptable conditions, Grantee may elect to terminate this Agreement in which case Grantee shall have no obligation to accept title to the Conservation Easement. In the event this Agreement is terminated, Developer's obligation to pay YLT under the Services Agreement and Section 9(e) of this Agreement shall not be affected and that obligation will survive the termination of this Agreement.

9. Contributions to Yolo Land Trust by Developer; Services Agreement.

(a) Developer hereby subscribes, pledges and promises to make a contribution to YLT in the amount of Fifty-Three Thousand One Hundred Eighty-One Dollars (\$53,181.00) ("Stewardship Contribution"). The Stewardship Contribution shall be paid to YLT as a stewardship fund contribution to support YLT's efforts to uphold its duties and responsibilities as the steward of its portfolio of conservation easements and the undertaking of any enforcement actions.

(b) Developer hereby subscribes, pledges and promises to make a contribution to YLT in the amount of Ten Thousand Dollars (\$10,000.00) to support YLT's land conservation mission and activities.

(c) Developer also promises to pay to YLT the amount of Two Thousand Five Hundred Dollars (\$2,500.00) representing the agreed-upon transfer fee amount in consideration of YLT excepting out the first fee transfer of the Property by Landowner from the transfer fee required by YLT as described in Section 10.2 of the Conservation Easement.

(d) Grantee understands that the contributions and payments outlined in Section 9(a)-(c) shall be payable by Developer at the Close of Escrow and only in such event. Developer and Landowner understand that Grantee will act in reliance on Developer's obligations under this Section 9, provided that Landowner's conveyance of the Conservation Easement to Grantee at the Close of Escrow is a condition precedent to the contributions and payments becoming due and payable by Developer. If the Closing does not occur for any reason whatsoever, then the Developer's obligations under this Section 9(a) – (c) shall become null and void.

(e) Developer and YLT entered into that certain Conservation Services Agreement dated as of July 1, 2013, as amended by that certain First Amendment to Conservation Services Agreement dated as of July 1, 2014, as amended by that certain Second Amendment to Conservation Services Agreement, dated as of July 1, 2015, (as amended, the "Services Agreement"). Developer has paid to YLT as Conservation Services Payments the amount of Fifteen Thousand Dollars (\$15,000.00) as described in the Services Agreement. Developer hereby promises to pay any additional amount as is necessary to reimburse YLT for all Conservation Services (as that term is described in Section 2 of the Services Agreement) and all costs of acquiring the conservation easement interest from Landowner, including the cost to purchase the conservation easement, recording fees, escrow and title charges and all of YLT's transaction costs. At close of escrow, YLT will prepare an accounting of all Conservation Services and reconcile the Conservation Services Payments, either refunding any excess amount received by YLT or invoicing Developer at Closing for any deficit. Developer's obligation to pay YLT under the Services Agreement and this Section 9(e) shall not be affected by termination of this Agreement and the obligation will survive the Closing or any earlier termination of this Agreement.

10. Risk of Loss. All risk of loss shall remain with Landowner until closing. In the event the conservation values of the Property, as identified in the Conservation Easement, are materially destroyed or damaged prior to Close of Escrow, either party may rescind this Agreement. In the event this Agreement is rescinded, Developer's obligation to pay YLT under the Services Agreement and Section 9(e) of this Agreement shall not be affected and the obligation will survive any rescission or termination of this Agreement.

11. Notices. All notices, claims, demands or other communications under this Agreement (each such, a "notice") shall be in writing delivered by hand, facsimile transmission, email, commercial express courier service, or by registered or certified mail, postage prepaid, to the parties at the addresses set forth in Recital A or such other addresses as the parties may designate by notice. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by registered or certified mail shall be deemed given upon mailing. Notices transmitted by email and facsimile, shall be deemed given when transmitted.

12. Legal Costs; Indemnity. If any legal action is brought by any party to enforce any provision of this Agreement, or is based upon any matter arising out of or related in any way to this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party(ies) reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court. This Section shall survive the Close of Escrow or any earlier termination of this Agreement. Developer shall indemnify, defend with counsel of YLT's choice, and hold YLT harmless from, all expense, loss, liability, damages and claims, including YLT's attorneys' fees, if necessary, related to or arising out of

Developer's Project, including, but not limited to, Developer's mitigation and other obligations pertaining thereto. Developer's indemnity obligation shall survive the Close of Escrow or earlier termination of this Agreement.

13. Prorations and Fees. Real property taxes on the Property shall be paid current as of the Close of Escrow. The escrow fee, any documentary tax or real property transfer tax arising out of the conveyance of the Conservation Easement, the premium for the title insurance policy and any other fees and charges shall be paid by Developer. Developer or Landowner will pay for any escrow fees or costs that relate to Landowner's delivery of title in the condition required by this Agreement. Other fees and charges shall be allocated in accordance with the customary practice of the county in which the Property is located.

14. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

15. Effective Date. This Agreement shall be effective on that date in which this Agreement is last signed by the parties hereto (the "Effective Date").

16. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

17. Counterparts. This Agreement and any documents required to be executed hereunder may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

LANDOWNER:

ALFOREX SEEDS LLC,
A Delaware limited liability company

By: _____

Its: _____

Date: _____

GRANTEE:

YOLO LAND TRUST, a California nonprofit public
benefit corporation

By: _____
Michele Clark, Executive Director

Date: _____

CITY OF WOODLAND

By: _____

Title: _____

Date: _____

DEVELOPER:

CAL WEST INVESTORS, LLC,
a California limited liability company

By: _____

Name: J. David Taormino

Its: Managing Member

173 Court Street, Suite D

Woodland, CA 95695

OPTIMISTIC PARTNERS, LLC,

a California limited liability company

By: _____

Name: G. William Streng

Its: Managing Member

P.O. Box 1830

Davis, CA 95617

DRAFT

EXHIBIT A
Legal Description of
Landowner's Real Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. & M.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID SECTION TO A POINT 99 FEET 6 INCHES WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH ABOUT 30 FEET TO A STAKE SET IN THE FENCE; THENCE CONTINUING SOUTH ABOUT ONE-QUARTER OF A MILE TO A STAKE SET IN THE FIELD AT A POINT MIDWAY BETWEEN THE NORTH FENCE AND THE SOUTH FENCE OF SAID QUARTER SECTION AND BEING 99 FEET AND 6 INCHES WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE WEST TO STAKE SET IN THE FENCE ON THE EAST SIDE OF THE COUNTY ROAD, RUNNING ALONG THE WEST SIDE OF SAID QUARTER SECTION AND AT A POINT MIDWAY BETWEEN THE NORTH AND SOUTH FENCE BOUNDING SAID QUARTER SECTION; THENCE CONTINUING WEST TO WEST LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG WEST LINE OF SAID QUARTER SECTION TO THE NORTHWEST CORNER THEREOF AND PLACE OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 041-050-001

EXHIBIT B
Legal Description of Property

THAT portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being portions of Section 19, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and also being a portion of that Parcel of land as described in Document No. 2013-0002972-00, said County Records, being more particularly described as follows:

BEGINNING at the point on the South line of said Parcel of land; said point being distant South $89^{\circ}23'49''$ East 810.26 feet from the Southwest corner of said Parcel of land; said point also being distant from National Geodetic Survey designation "RWF1" (PID-DK4487), the following two (2) courses and distances: (1) South $88^{\circ}05'55''$ West 14,817.65 feet to National Geodetic Survey designation "PLAINFIELD" (PID-AI5068); and (2) North $04^{\circ}25'35''$ East 11,348.07 feet; thence, from said POINT OF BEGINNING and leaving said South line, North $00^{\circ}38'56''$ East 1,310.31 feet to an existing fence line; thence, along said fence line, South $89^{\circ}21'04''$ East 1,498.33 feet to a fence corner; thence, continuing along said fence line the following two (2) courses and distances: 1) South $00^{\circ}46'10''$ West 1,263.05 feet; and 2) South $27^{\circ}16'53''$ West 51.55 feet to said South line; thence, along said South line, North $89^{\circ}23'49''$ West 1,472.56 feet to the POINT OF BEGINNING.

Containing 45.00 acres of land, more or less.

All bearings and coordinates shown herein are grid and based on the California Coordinate System of 1983, Zone 2, with an epoch date of 2010.00. All distances are ground and shown in United States survey feet (sft). To obtain grid distances, multiply ground distances by the combination factor of 0.99995455.

The basis of bearings for this description is the grid bearing between said National Geodetic Survey designations "RWF1" and "PLAINFIELD". Said "RWF1" having coordinates North (Y) 1,975,368.28 sft and East (X) 6,632,721.72 sft. Said "PLAINFIELD" having coordinates North (Y) 1,974,876.66 sft and East (X) 6,617,912.94 sft. Said grid bearing being South $88^{\circ}05'55''$ West as determined from National Geodetic Survey data sheets.



End of description.


Christopher W. Lerch, L.S.

11-21-14
Date

THE



EXHIBIT C
Conservation Easement Deed and Permanent Restrictions on Use

DRAFT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

YOLO LAND TRUST
P.O. Box 1196
Woodland, CA 95776

Assessor's Parcel Number 041-050-001-000

Space Above Line for Recorder's Use Only

**GRANT DEED OF CONSERVATION EASEMENT
AND PERMANENT RESTRICTIONS ON USE
(Including Third Party Beneficiary Rights and Transfer Fee)**

THIS GRANT DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE ("Conservation Easement" or "Easement") is made for reference purposes as of July __, 2015, by ALFOREX SEEDS LLC (formerly known as Cal West Seeds LLC), a Delaware limited liability company ("Grantor"), in favor of the YOLO LAND TRUST, a California nonprofit corporation ("Land Trust") and the CITY OF WOODLAND, a general law city and political subdivision of the State of California ("COW") (COW and Land Trust are collectively referred to as "Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property comprised of approximately 69 acres of land located in the County of Yolo, State of California, and as legally described in **Exhibit A** ("Grantor's Real Property"), and is also known as Assessor's Parcel Number 041-050-001-000.

B. That portion of Grantor's Real Property comprised of approximately 45 acres of land located in the County of Yolo, State of California, and as legally described in **Exhibit B** attached hereto ("Property"), and shown in the map attached hereto as **Exhibit B-1**, and is a portion of Assessor's Parcel Number 041-050-001-000, is the subject of this Easement. That portion of Grantor's Real Property not contained in the Property (and not encumbered by this Easement) may be referred to herein as "Grantor's Unencumbered Property."

C. The Property possesses agricultural, wildlife and habitat values, described in more detail hereinbelow, and in the "Present Conditions Report" described in Recital C below, (collectively, "Conservation Values"). These Conservation Values are of great importance to Grantee and the people of the State of California. The wildlife and habitat values of the Property are compatible with ongoing agricultural uses on the Property as restricted and described in this Conservation Easement.

D. The Property provides habitat for Swainson's hawk (*Buteo swainsoni*), a state listed species, contains cultivated farmland and farm roads, and is located near other conservation easements. Its current use, state of improvement, and its Conservation Values are described in a "Present Conditions Report" prepared by Grantee with the cooperation of Grantor. Grantor and Grantee acknowledge, as set forth in **Exhibit C** attached hereto, that each has received a copy of the Present Conditions Report, and that it accurately represents

the condition of the Property as of the date of this Conservation Easement. The Present Conditions Report may be used by Grantee to monitor the use or condition of the Property. The parties agree that, in the event a controversy arises with respect to the condition of the Property, the parties shall not be foreclosed from utilizing any other relevant document, survey or report to assist in the resolution of the controversy.

E. The parties comprising Grantee are both entities qualified to hold conservation easements under Section 170(h)(3) of the Internal Revenue Code and Civil Code Section 815.3. Land Trust is a California non-profit organization and has as its primary purpose the preservation, protection or enhancement of agricultural, open space and natural lands pursuant to Civil Code Section 815.3(a); and is a private, non-profit corporation that is tax-exempt under Internal Revenue Code Sections 501(c)(3) and 170(b)(1)(A)(iv) of the Internal Revenue Code. COW is a local government organized under the laws of the State of California. Land Trust, as certified by a resolution of its Board of Directors, and COW, as certified by a resolution of the City Council, accept the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes forever.

F. This Conservation Easement provides 45 acres of mitigation for certain aspects of the Spring Lake Specific Plan, located in the City of Woodland, County of Yolo, State of California, consistent with the Environmental Impact Report prepared pursuant to the California Environmental Quality Act (State Clearinghouse Number 99022069, certified by the City of Woodland on August 15, 2000) and the Spring Lake Specific Plan Agricultural Mitigation Program created thereunder and adopted on February 18, 2003 ("Project").

G. The California Department of Fish and Wildlife ("CDFW") has jurisdiction, pursuant to Section 1802 of the California Fish and Wildlife Code, over the conservation, protection, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of those species.

H. Grantor grants this Easement to Grantee for the purpose of assuring that, under Grantee's perpetual stewardship, the agricultural productive capacity, including its prime soils, and open space character of the Property, as well as Swainson's Hawk habitat, will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented.

I. Section 815 of the California Civil Code declares that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of the State of California.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions and restrictions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement over the Property of the nature and character described in this Easement for the purposes described below, together with access thereto, from the southerly boundary of the County Road 27 right-of-way, across Grantor's Unencumbered Property to the Property, as described in **Exhibit B** attached hereto and located as shown on **Exhibit B-2**, attached hereto ("Access Easement"). The Conservation Easement runs with and binds the land in perpetuity. The parties agree as follows:

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. Purposes. The conservation purposes of this Conservation Easement (“Conservation Purposes” or “Purposes”) are to ensure that the Property will be retained forever in a condition to preserve and protect the Conservation Values, and to prevent any use of the Property not specifically reserved herein that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities that are not inconsistent with these Purposes, including certain agricultural uses and activities, certain other specified uses and activities described herein, and the preservation, restoration, and enhancement of native species and their habitats.

2. Grantee's Rights. To accomplish the Purposes of this Conservation Easement, Grantor hereby grants and conveys the rights listed below to Grantee, and also CDFW as third party beneficiary of this Conservation Easement.

2.1 To preserve and protect the Conservation Values of the Property in perpetuity in accordance with the terms and provisions of this Conservation Easement.

2.2 To enter upon the Property via the Access Easement at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and monitoring relating to the Swainson's hawk by a party or designated third party beneficiary to this Conservation Easement or their designee. The party entering the Property shall give Grantor at least forty-eight (48) hours' advance notice of entry for compliance monitoring and enforcement (except as provided in Section 7, with respect to emergency circumstances). Grantor shall respond to Grantee's notice within a reasonable time of Grantee's notice if Grantee's entry must be delayed. At least ninety-six (96) hours' advance notice of entry shall be provided to Grantor before the Property is entered for Swainson's hawk scientific research and Swainson's hawk monitoring purposes. No entry by Grantee and CDFW shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property.

2.3 To prevent any activity on or use of the Property that is prohibited hereunder and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that violates the terms of this Conservation Easement.

2.4 All present and future development rights, except as otherwise provided below, allocated, implied, reserved or inherent in the Property; such rights are hereby released, terminated, and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

2.5 To investigate, review, and approve, approve with conditions or disapprove, in accordance with the terms of this Easement, those activities under this Easement requiring notice to or approval of Grantee.

3. Permission of Grantee. Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to taking the proposed action. In seeking approval, Grantor will give notice to Grantee at least sixty (60) days prior to taking any action requiring approval and Grantor will provide Grantee with adequate information, documents and plans, so

as to enable Grantee to confirm compliance with this Easement and to keep its records current. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values, including the agricultural productive capacity and open space character of the Property and as habitat for Swainson's hawk, and would not cause significant soil degradation or erosion. If, in the judgment of Grantee, the proposed use or activity should not be permitted in the form proposed, but could be permitted if modified, then Grantee's response shall propose to Grantor the suggested modification(s) and/or conditions that would permit the use or activity. If Grantor disagrees with the Grantee's decision, the parties may agree to mediate the disagreement. If a particular use or activity is not expressly prohibited by this Easement and Grantor has a question as to whether such use or activity is consistent with the terms of this Easement or might substantially diminish or impair the Conservation Values of the Property, Grantor shall notify and seek approval from Grantee for such use or activity in the manner set forth in this Section 3.

4. Prohibited Uses. Any use of or activity on the Property that significantly impairs the Conservation Values of the Property or is inconsistent with the terms or Purposes of this Conservation Easement is prohibited, unless otherwise expressly provided for in this Conservation Easement. Without limiting the generality of the foregoing, the uses and activities on the Property listed below are expressly prohibited.

4.1 The planting or cultivation of orchards, vineyards, cotton, or rice. The planting and cultivation of safflower or corn shall only be permitted on the Property to the extent that its planting and cultivation is consistent with reasonable crop rotation standards taking into consideration the Purposes of this Easement, soil quality and other relevant circumstances involving the Property. If Grantor desires to plant a crop not found in the standard area crop rotation at that time, prior to planting the desired crop, Grantor and Grantee shall confer with CDFW to determine whether the crop may be planted as part of a revised standard area crop rotation; it being the intent of this sentence to allow flexibility of future agricultural practices while maintaining the Conservation Value of high quality habitat for Swainson's hawk.

4.2 The paving or covering with concrete, asphalt, or any other similar material of any portion of the Property that is presently unpaved, except as reasonably necessary for access or other purposes in conjunction with permitted agricultural activities and related uses on the Property. This Conservation Easement does not prohibit the use of gravel, crushed rock, or the lime treatment of soils on any authorized roads on the Property.

4.3 No buildings, facilities, greenhouses or structures of any type or use, or any non-agricultural improvements may be constructed on the Property (e.g. irrigation improvements are permitted), provided that, the use or placement on the Property at any time of temporary/movable, steel-framed, seed "cages," used to prevent cross-pollination in the development and production of seeds, (each, limited to no more than 50' x 10' in size) covered by netting or other material and further described and documented in the Present Conditions Report is permitted, subject to the limitations set forth herein; said cages may occupy no more than two (2) acres of the Property so that at least forty-three (43) acres of the Property shall be maintained as open, row crop farmland (i.e. without seed cages), consistent with maintaining the Conservation Value of high quality habitat for Swainson's hawk at all times. New fences may be built anywhere on the Property for purposes of reasonable and customary agricultural management, and for security in connection with authorized or reserved uses of the Property.

4.4 The placement of billboards or commercial signs unrelated to permitted

agricultural activities conducted on the Property. One sign not to exceed one hundred eighty (180) square feet, and no more than twenty (20) feet from the ground is allowed provided the sign is related to permitted agricultural activities on the Property.

4.5 Residential, industrial or non-agricultural commercial uses of the Property.

4.6 Any legal or de facto division, subdivision, partition of the Property (including but not limited to an application for certificates of compliance under California Government Code Section 66499.35), or lot line adjustment thereon. The Property shall remain as one legal parcel under one ownership.

4.7 The storage, dumping, release or accumulation of any kind of trash, refuse or "Hazardous Materials" (as defined in Section 13.9) on the Property, other than the temporary storage of farm-related trash and refuse produced on the Property prior to offsite disposal. However, this shall not prevent the storage of agricultural chemicals, fertilizers, soil amendments, products, byproducts, and other materials for use on the Property, so long as it is done in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements ("Applicable Laws").

4.8 Antennas, towers, and facilities for the generation and transmission of electrical power or telecommunications (including but not limited to cell towers and detached solar arrays). The erection and maintenance of windmills, wind farms, wind generating facilities, or other facilities with exposed spinning blades is prohibited in any location on the Property. Notwithstanding the foregoing, solar power generation shall be permitted in quantities commensurate with power consumption on the Property, and electrical distribution and telecommunication facilities reasonably necessary in connection with agricultural uses authorized or reserved hereunder shall be permitted. Solar power generation facilities may be located on the Property only if (a) they directly support agricultural activities on the Property, and (b) they are otherwise consistent with the Purposes of this Conservation Easement. The parties agree that solar panels placed directly adjacent to riparian pumps or similar agricultural equipment would be consistent with the Purposes of this Conservation Easement, so long as none of the panels (including any concrete pads or other related components) exceed 25 square feet in total size and no more than one such solar panel facility exists for every 10 acres of real property subject to this Conservation Easement. Distribution lines used to deliver utility service to the Property and to surrounding properties shall also be permitted.

4.9 The storage of nonagricultural vehicles or equipment of an industrial or commercial nature except as reasonably necessary for use in connection with agricultural or other permitted activities on the Property, for personal use by agricultural lessees or employees who work on the Property. The long-term storage of wrecked, dismantled, or inoperative vehicles and industrial or commercial equipment is prohibited.

4.10 The establishment, operation, or maintenance of a commercial feedlot. As used herein, the term "commercial feedlot" is defined as a permanently constructed confined area or facility that is used and maintained to feed cattle, horses, sheep, or swine ("Livestock") that are not grazed or cropped annually. The term "commercial feedlot" shall not include the establishment, use, or maintenance of corrals, holding pens, loading chutes, or pastures. Subject to the foregoing, nothing in this Conservation Easement shall prevent Grantor from raising Livestock or other animals for commercial purposes, confining Livestock for seasonal feeding, or from leasing grazing rights for Livestock owned by others.

4.11 Removing, destroying, or cutting of trees, shrubs or other vegetation in the drainage ditches or irrigation canals located on the Property, except as reasonably necessary and/or prudent for (a) fire breaks, (b) prevention or treatment of disease; or (c) removing vegetation and debris that poses a health and safety hazard or a threat to standard agricultural operations including, but not limited to, noxious weeds and downed trees or limbs. Unless authorized by any restoration or habitat management plan approved or authorized by CDFW, the activities identified in (a) and (b) above shall not occur during the Swainson's hawk nesting season (for the purposes of this Conservation Easement, the nesting season shall be February 1 through October 1 of each calendar year, unless Grantee advises Grantor in writing that a different nesting season will apply based on published CDFW guidance regarding changed nesting practices). No standing tree shall be removed until it has been verified by Grantee at Grantor's request that the tree is not an active Swainson's hawk nest tree. Flood control operations conducted by any authorized agency and any and all activities for which a permit has been granted by the state or local agency responsible for streambed, drainage ditch or canal management or otherwise as allowed by law shall be permitted. Nothing in this Conservation Easement limits Grantor's right to access, store, and convey water in the drainage ditches or irrigation canals for irrigation purposes.

4.12 Except as allowed under applicable law in connection with the agricultural use of the Property, the storage, application, release or disposal of chemicals (including but not limited to fertilizers, insecticides, and herbicides, as defined under Applicable Laws), or any toxic or hazardous substance or materials.

4.13 The sale, lease or use of mineral, oil, gas, geothermal, air, water and water rights in a manner inconsistent with the Purposes of this Conservation Easement, except as provided in Section 5.1.

4.14 Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for, or extraction of, minerals, oil, gas, geothermal resources, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Property.

4.15 The construction, placement, storage or use of residential or other trailers or mobile homes of any kind on the Property.

5. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not conveyed, extinguished, terminated, prohibited or limited by this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly and specifically reserved, subject to the restrictions stated. Grantor retains the right to exclude any member of the public from trespassing on the Property (other than the access rights granted hereunder to Grantee and CDFW and their representatives) and the right to sell or otherwise transfer the Property to anyone Grantor chooses subject to Section 10, below. No provision of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing shall be subordinated to this Conservation Easement.

5.1 Water. Grantor retains the right to develop and maintain the surface water and groundwater resources associated with the Property, including but not limited to deepening existing water wells, drilling new water wells, and developing, pumping, storage, and conveyance facilities, in any manner that is reasonably necessary, convenient or appropriate for

any and all activities that are allowed on the Property pursuant to this Conservation Easement and all Applicable Laws. Said facilities and improvements may also serve any adjacent properties owned or operated by Grantor. Grantor shall retain and reserve all groundwater, appropriative, prescriptive, contractual or other water rights appurtenant to or used on the Property and may use, enjoy, and/or transfer, on a temporary basis, said water right as may from time to time be authorized by law. Notwithstanding the foregoing, in no case shall water resources be transferred from the Property: (a) for a period greater than three (3) years in any ten (10) year period; (b) in such quantities as would preclude the agricultural use of the Property in a manner that is consistent with crop rotation and other conventional agricultural practices in this region at the time of the transfer; or (c) so as to significantly impair the Conservation Values of the Property. Lands idled by the temporary transfer of water will be left in a vegetated, untilled state.

5.2 Utilities. Except as prohibited or restricted by Section 4.8, above, Grantor retains the right to bring utility services, including without limitation electricity, natural gas, water, sewer, and telephone services, to and across the Property as reasonably necessary for the agricultural activities on the Property, or other uses allowed by this Conservation Easement.

5.3 Hunting. Grantor retains the right to engage in hunting activities, private or commercial, on the Property in accordance with all Applicable Laws.

5.4 Participation in Other Conservation Programs. If the Land Trust adopts stewardship programs or policies that provide incentives (including compensation) to landowners for participation in such programs or policies, Grantor will be eligible to participate upon proper application and acceptance so long as such participation would not be inconsistent with the Purposes of this Conservation Easement and would not compensate the Grantor for foregoing uses already conveyed, extinguished, terminated or prohibited by this Conservation Easement. This provision does not entitle Grantor to preference in the selection or qualification process or otherwise, but merely recognizes that this Conservation Easement does not prohibit Grantor from seeking to participate in such programs or policies on the same terms and conditions that apply generally.

5.5 Agricultural Use. Subject to the specified restrictions in this Conservation Easement, Grantor expressly reserves the right to level the Property for agricultural purposes and to use the Property for agricultural purposes.

6. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.

7. Grantee's Remedies. CDFW, as third party beneficiary of this Conservation Easement, shall have the same rights and legal standing as Grantee under this section to enforce the terms of this Conservation Easement. Should CDFW ("Beneficiary"), determine that there is a violation of the terms of this Conservation Easement or that a violation is threatened, Grantee and/or Beneficiary shall give written notice to Grantor of such violation and demand in writing the cure of such violation. At the time of giving any such notice, the party or Beneficiary providing notice shall also give a copy of the notice to the other parties and Beneficiary. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee or Beneficiary, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee or Beneficiary may bring an action at law or in

equity in a court of competent jurisdiction to enforce compliance with the terms of this Conservation Easement, to recover any damages to which Grantee or Beneficiary may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefore, Grantee and/or the Beneficiary may apply any damages recovered by such party to the cost of undertaking any corrective action on the Property.

If Grantee or Beneficiary, in its sole discretion, determines that emergency circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee or Beneficiary may pursue its remedies under this Section 7 without prior notice to Grantor and without waiting for the period provided for cure to expire. The rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee and the Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee and the Beneficiary may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, *et seq.*, inclusive. The failure of Grantee or a Beneficiary to discover a violation or to take immediate legal action shall not bar Grantee or a Beneficiary from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General also has standing as an interested party in any proceeding affecting this Conservation Easement.

7.1. Costs of Enforcement. Grantor shall bear any costs incurred by Grantee or the Beneficiary if the enforcing party (or parties) prevails in an action or proceeding to enforce the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and reasonable attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or the breach of this Conservation Easement. Grantee shall bear any costs incurred by Grantor if Grantor prevails in an action or proceeding brought against it by Grantee to enforce the terms of this Conservation Easement against Grantor, including, but not limited to costs of suit and reasonable attorneys' and experts' fees.

7.2. Discretion of Grantee and the Beneficiary. Enforcement of the terms of this Conservation Easement by Grantee or a Beneficiary shall be at the discretion of the enforcing party, and any forbearance by Grantee or a Beneficiary to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or the Beneficiary of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of Grantee or the Beneficiary under this Conservation Easement. No delay or omission by Grantee and/or the Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that neither Grantee nor the Beneficiary shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all Applicable Laws.

8.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and the Beneficiary with satisfactory evidence of payment upon request. If Grantee ever elects to pay any taxes or assessments on the Property to remove encumbrances or tax default notices, Grantor will reimburse Grantee for the same. Grantor shall keep the Property free from any liens, including those resulting from any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

8.2. Hold Harmless. In view of the negative rights, limited access to the land, and lack of active involvement of Grantee and the Beneficiary in the day-to-day management activities on the Property, Grantor shall hold harmless, protect and indemnify Grantee and the Beneficiary and their respective elected officials, officers, directors, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, administrative actions, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to an Indemnified Party with respect to any Claim due solely to the negligence of that Indemnified Party; (b) the obligations specified in Sections 7, 7.1, 8 and 8.1; and (c) the existence or administration of this Conservation Easement. Grantor shall also indemnify and hold harmless Grantee's officers and directors from any and all claims arising exclusively from their status as an officer or director of Grantee and/or the status of Grantee as an owner of a real property interest in the Property. If any Claim or Claims covered by this Section 8.2 is brought against any of the Indemnified Parties, Grantor shall, at the election of and upon written notice from Indemnified Party or Parties providing notice, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or Parties or reimburse the Indemnified Party or Parties for all charges incurred for legal services in defending the action or proceeding (including but not limited to any charges for legal services of the California Attorney General).

Grantee shall indemnify and hold harmless Grantor, and its officers, directors, employees, agents, contractors, or representatives from any and all liabilities, penalties, costs, losses, damages, expenses (including without limitation, reasonable attorneys' fees and expert witness fees) arising from injury to or the death of any person, or physical damage to any property resulting from the negligent acts of Grantee or their respective officers, directors,

employees, agents or representatives in connection with or relating to their presence on the Property.

Nothing in this Section 8.2 shall be construed to diminish, impair, or infringe upon rights, claims, or remedies against CDFW that may otherwise be available to any of the parties under applicable law, including the Torts Claims Act (California Gov't Code § 810 *et seq.*)

8.3. Extinguishment. It is the intention of the parties that the Purposes of this Easement shall be carried out forever as provided in Section 815.2(b) of the California Civil Code. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or part, by judicial proceedings in a court of competent jurisdiction. Should this Conservation Easement be terminated on any portion of the Property pursuant to this Section, the balance of the Property shall remain subject to the Conservation Easement. In this event, all relevant documents shall be updated and re-recorded by Grantee to reflect the modified easement area.

8.4 Condemnation. The Purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680 notwithstanding California Code of Civil Procedure Sections 1240.690 and 1240.700. In the event of the exercise of the power of eminent domain against all or any part of the Property, Grantor and Grantee acknowledge that Grantee and CDFW are entitled to certain rights of notice, comment and compensation as provided in Section 1240.055 of the California Code of Civil Procedure. The grant of this Easement gives rise to a property right, immediately vested in Grantee. Pursuant to an agreement between Grantee and CDFW, if all or any portion of the Property is acquired by eminent domain, or by purchase in lieu of eminent domain, Grantee shall be paid by the condemnor (or purchaser) the value of the Conservation Easement at the time of condemnation (California Public Resources Code Section 10261(a)(2)). Grantee shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser enters the Property with Grantor. Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, shall occur pursuant to Applicable Laws and procedures, including but not limited to California Government Code Sections 7267.1 and 7267.2, and shall require approval of Grantee and CDFW. Within seven (7) days of receiving any notice of the hearing on the resolution of necessity pursuant to Section 1245.235 of the California Code of Civil Procedure, Grantor shall provide Grantee and CDFW a copy of the notice of the hearing. As provided in Sections 1250.220 and 1250.230 of the California Code of Civil Procedure, in any eminent domain proceeding to acquire all or a portion of the Property, Grantee shall be named as a defendant and may appear in the proceedings.

Grantee shall use the net proceeds from the condemnation or termination of the Easement for the purchase of property that replaces the natural resource characteristics the original mitigation was intended to protect, or as near as reasonably feasible and in a manner consistent with the Conservation Purposes of this Easement.

8.5 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (a) any natural cause beyond Grantor's reasonable control or any reasonable action taken by Grantor to prevent, abate or mitigate injury to the Property resulting from such causes, or (b) active negligence by Grantee, Beneficiary or their employees or agents.

9. Conservation Easement Assignment or Transfer.

9.1 This Conservation Easement may be assigned or transferred by Grantee or any qualified successor in interest upon written approval of Grantor, which approval shall not be unreasonably withheld or delayed. The failure of Grantor to respond in writing within sixty (60) days of its receipt from Grantee of written notice of a proposed transfer of the Conservation Easement may be deemed by Grantee to constitute an approval of the proposed transfer. Approval of any assignment or transfer may reasonably be withheld whenever it will result in a merger of the Conservation Easement and the Property in a single property owner (thereby potentially extinguishing the Conservation Easement) if no method or mechanism deemed adequate to preserve, protect, and sustain the Property in perpetuity has been established. Grantee or any successor in interest may assign or transfer its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and California Government Code Section 65965.

9.2 If Land Trust ever ceases to exist or no longer qualifies under Section 170(h) of the U.S. Internal Revenue Code, or applicable state law, the duty to hold, administer, monitor and enforce the Easement shall pass to the COW, or to another qualifying entity as acceptable and approved by CDFW and COW that agrees to assume the responsibility imposed by this Easement.

9.3 The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and the Beneficiary otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Property.

9.4 Pursuant to Section 65967(e) of the California Government Code, if CDFW reasonably determines that the Easement is not being held, monitored, or stewarded for conservation purposes in the manner specified herein, the Easement shall revert to CDFW, or to another public agency, governmental entity, special district, or nonprofit organization pursuant to Section 65967(c) of the California Government Code subdivision (c) and subject to approval by COW and CDFW. If CDFW determines that the Easement must revert, it shall work with the parties or other affected entities, to ensure that any contracts, permits, funding, or other obligations and responsibilities are met.

10. Subsequent Transfers by Grantor.

10.1 Notice to Grantee. The Conservation Easement shall be recorded in the Official Records of Yolo County. Grantor shall notify any tenant of the Property of the terms of this Conservation Easement, and any document conveying a lease shall expressly incorporate by reference this Conservation Easement. Any time the Property or any interest in it is transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

10.2 Transfer Fee. Grantor and Grantee recognize and agree that any transfer of the Property and any division of ownership of Grantor will result in an additional burden on the monitoring and enforcement responsibilities of Grantee. Therefore, each transfer of the Property (except for transfers to Grantor's spouse or lineal descendants or to change the method of holding title) shall require Grantor's payment of a transfer fee to the easement stewardship fund of Land Trust or its successor to pay for the additional burden of monitoring and enforcing the Conservation Easement. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or twenty-five hundred dollars (\$2,500.00), whichever is greater. Land Trust may reduce or waive this fee at its sole discretion. Land Trust has agreed to waive the transfer fee due by the original Grantor on the original Grantor's transfer of fee title to the Property because the transfer fee is being paid to Land Trust at the time of the conveyance and recording of this Easement in 2015. Grantor and Land Trust agree to execute and record a "NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED" in accordance with California Civil Code Section 1098.5 respecting the transfer fee. The transfer fee shall be paid to Land Trust at the address for giving notices to Land Trust as set forth hereinbelow.

11. Notices. Any notice, demand, request, consent, approval, or communication that any party or third party beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first-class mail, postage fully prepaid, addressed as follows:

To Grantor:	Alforex Seeds LLC Attn: Jim Merrill 38001 County Road 27 Woodland, CA 95695 Phone: (530) 666-3331
To Grantee:	City of Woodland Attn: Community Development Director 300 First Street Woodland, CA 95695 Phone: (530) 661-5820 Yolo Land Trust Attn: Executive Director P.O. Box 1196 Woodland, CA 95776 Phone: (530) 662-1110
To CDFW:	Department of Fish and Wildlife Region 2 1701 Nimbus Road Rancho Cordova, CA 95670
With a Copy to:	Department of Fish and Wildlife Office of the General Counsel 1416 Ninth Street, 12th Floor Sacramento, California 95814-2090 Attn: General Counsel

or to such other address as Grantor, Grantee, or CDFW may designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first-class mail, five (5) days after deposit into the United States mail.

12. Amendment. If circumstances arise under which an amendment to, or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable law, including California Civil Code Section 815 *et. seq.*, or Internal Revenue Code Sections 170(h) and 501(c)(3); any amendment shall be consistent with the Conservation Purposes of this Easement and shall not affect its perpetual duration; and further provided that any amendment shall be subject to prior written approval of CDFW or its successor, which approval shall not be unreasonably withheld. Any amendment made without prior approval by CDFW or its successor shall be void. Any such amendment shall be recorded in the Official Records of Yolo County, State of California. A request for an amendment shall be addressed by the CDFW in a timely manner.

13. General Provisions.

13.1 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

13.2 Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to fulfill the Purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

13.2 Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

13.3 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment in accordance with Section 12.

13.4 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's fee title in any respect.

13.5 Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

13.6 Warranty; Current and Subsequent Liens on the Property. Grantor represents and warrants that, to the best of its knowledge, Grantor has fee simple title to the Property and, to the best of Grantor's knowledge, has disclosed to Grantee any off record lease agreements, liens and encumbrances affecting the Property, and, except as identified on **Exhibit D** – Prior Encumbrances, there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) that have not been expressly subordinated to this Conservation Easement, and that the Property is not subject to any other conservation easements.

13.7 Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

13.8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

13.9 No Hazardous Materials Liability. Grantor represents and warrants that, except for the lawful and proper above-ground storage and use of farm chemicals and fuel as described in the Present Conditions Report, it has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property. Without limiting the obligations of Grantor under Section 8.2, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Indemnified Parties (as defined in Section 8.2) from and against any and all Claims (as defined in Section 8.2) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Property on or after the date of Grantor's acquisition of fee simple title to the Property, except that this indemnification shall be inapplicable to any Indemnified Party with respect to any Hazardous Materials placed, disposed or released by such Party or Beneficiary, including its employees or agents. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person or physical damage to any property; and (ii) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from an Indemnified Party or Parties, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or Parties or reimburse said party or Parties) for all charges incurred for in defending the action or proceeding (including but not limited to charges for the legal services of the California Attorney General, if incurred by CDFW).

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or the Beneficiary any of the following:

- (a) The obligations or liability of an "owner" or "operator" or "arranger," as those terms are defined and used in Environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or

- (b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or
- (c) The obligations of a responsible person under any applicable Environmental Laws; or
- (d) The right to investigate and remediate any Hazardous Materials associated with the Property; or
- (e) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) any petroleum, petroleum products, including by-products and fractions thereof, fuel oil, waste oils, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal sources; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter "HTA"); the Carpenter Presley Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Grant Deed of Conservation Easement and Permanent Restrictions on Use.

The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

13.10 Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement), without first obtaining the written consent of Grantee and the Beneficiary, which shall not be unreasonably withheld. Grantee or the Beneficiary may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the Purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Sections 4.6 and 10.

13.11 Recording. Grantee shall record this Grant Deed of Conservation Easement and Permanent Restrictions on Use in the Official Records of Yolo County, California, and may re-record it any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

13.12 Informational Sign. Grantee may erect and maintain a sign in a prominent location on the Property, visible from a public road, bearing information indicating that the

Property is subject to a conservation easement held by Grantee. The sign shall comply with all Applicable Laws. The wording of the sign shall be determined by Grantee after review with Grantor and shall clearly indicate that the Property is privately owned and not open to the public. The location shall be approved by Grantor.

13.13 Exhibits and Recitals. All of the exhibits and attachments attached to this Easement are hereby incorporated into this Easement by this reference. All recitals in this Easement are accurate and shall constitute an integral part of this Easement, and this Easement shall be construed in light of those recitals.

13.14 Administrative Costs. The administration of this Easement by Grantee requires considerable time and expense. Grantee shall bear all routine administrative expenses related to the Easement including, but not limited to the following activities: routine easement monitoring and reporting, and notices of permitted activities. Grantor agrees to pay the reasonable expenses of Grantee for non-routine administration of the Easement including, but not limited to actions requiring Grantee's prior approval, requests for estoppel certificates, any Easement amendment requests of Grantor and as otherwise provided in this Easement.

13.15 Counterparts. This Easement may be executed in counterparts and each of which shall be deemed an original and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Grant Deed of Conservation Easement Deed and Permanent Restrictions on Use as of the day and year first above written.

"Grantor"

Alforex Seeds LLC,
a Delaware limited liability company

By: _____

Its: _____

Accepted by "Grantee"

YOLO LAND TRUST,
a California nonprofit corporation

By: _____

CITY OF WOODLAND,
a general law city and political subdivision of the State of California

By: _____

Exhibits Attached:

Exhibit A Legal Description of Grantor's Real Property

Exhibit B Legal Description of the Property

Exhibit B-1 Map of Property

Exhibit B-2 Map of Access Easement

Exhibit C Present Conditions Report Certification

Exhibit D Prior Encumbrances

Exhibit E Acceptance of Conservation Easement By City of Woodland And Discharge Of
Mitigation Requirement

ACKNOWLEDGMENTS

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 _____)

On _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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 _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENTS

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 _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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 _____)

On _____, 20__, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal) _____

EXHIBIT A
Legal Description of Grantor's Real Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. & M.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID SECTION TO A POINT 99 FEET 6 INCHES WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH ABOUT 30 FEET TO A STAKE SET IN THE FENCE; THENCE CONTINUING SOUTH ABOUT ONE-QUARTER OF A MILE TO A STAKE SET IN THE FIELD AT A POINT MIDWAY BETWEEN THE NORTH FENCE AND THE SOUTH FENCE OF SAID QUARTER SECTION AND BEING 99 FEET AND 6 INCHES WEST OF THE EAST LINE OF SAID QUARTER SECTION; THENCE WEST TO STAKE SET IN THE FENCE ON THE EAST SIDE OF THE COUNTY ROAD, RUNNING ALONG THE WEST SIDE OF SAID QUARTER SECTION AND AT A POINT MIDWAY BETWEEN THE NORTH AND SOUTH FENCE BOUNDING SAID QUARTER SECTION; THENCE CONTINUING WEST TO WEST LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG WEST LINE OF SAID QUARTER SECTION TO THE NORTHWEST CORNER THEREOF AND PLACE OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 041-050-001

EXHIBIT B
Legal Description of Property

THAT portion of real property situate in the unincorporated area of the County of Yolo, State of California, and being portions of Section 19, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and also being a portion of that Parcel of land as described in Document No. 2013-0002972-00, said County Records, being more particularly described as follows:

BEGINNING at the point on the South line of said Parcel of land; said point being distant South 89°23'49" East 810.26 feet from the Southwest corner of said Parcel of land; said point also being distant from National Geodetic Survey designation "RWF1" (PID-DK4487), the following two (2) courses and distances: (1) South 88°05'55" West 14,817.65 feet to National Geodetic Survey designation "PLAINFIELD" (PID-AI5068); and (2) North 04°25'35" East 11,348.07 feet; thence, from said POINT OF BEGINNING and leaving said South line, North 00°38'56" East 1,310.31 feet to an existing fence line; thence, along said fence line, South 89°21'04" East 1,498.33 feet to a fence corner; thence, continuing along said fence line the following two (2) courses and distances: 1) South 00°46'10" West 1,263.05 feet; and 2) South 27°16'53" West 51.55 feet to said South line; thence, along said South line, North 89°23'49" West 1,472.56 feet to the POINT OF BEGINNING.

Containing 45.00 acres of land, more or less.

All bearings and coordinates shown herein are grid and based on the California Coordinate System of 1983, Zone 2, with an epoch date of 2010.00. All distances are ground and shown in United States survey feet (sft). To obtain grid distances, multiply ground distances by the combination factor of 0.99995455.

The basis of bearings for this description is the grid bearing between said National Geodetic Survey designations "RWF1" and "PLAINFIELD". Said "RWF1" having coordinates North (Y) 1,975,368.28 sft and East (X) 6,632,721.72 sft. Said "PLAINFIELD" having coordinates North (Y) 1,974,876.66 sft and East (X) 6,617,912.94 sft. Said grid bearing being South 88°05'55" West as determined from National Geodetic Survey data sheets.



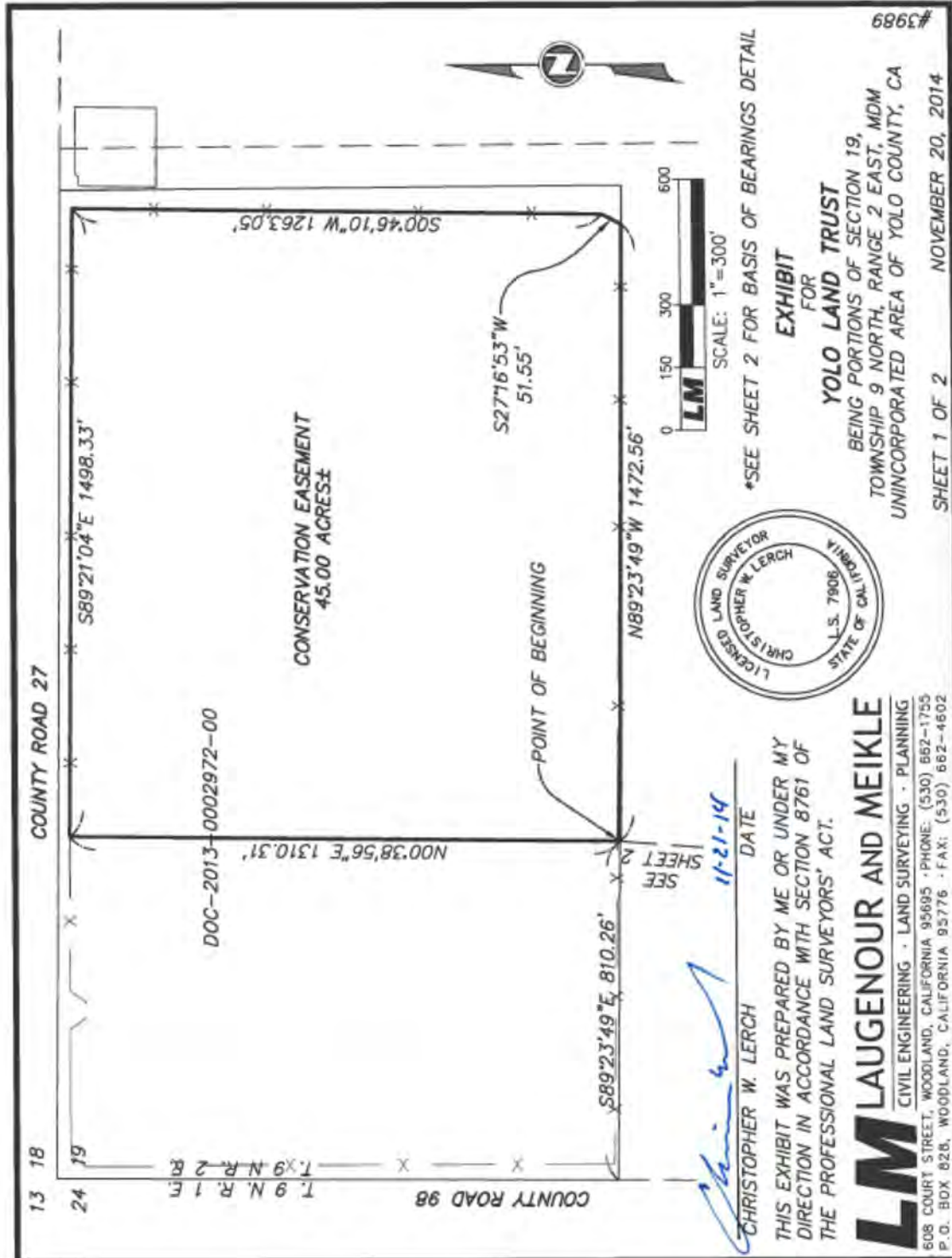
End of description.

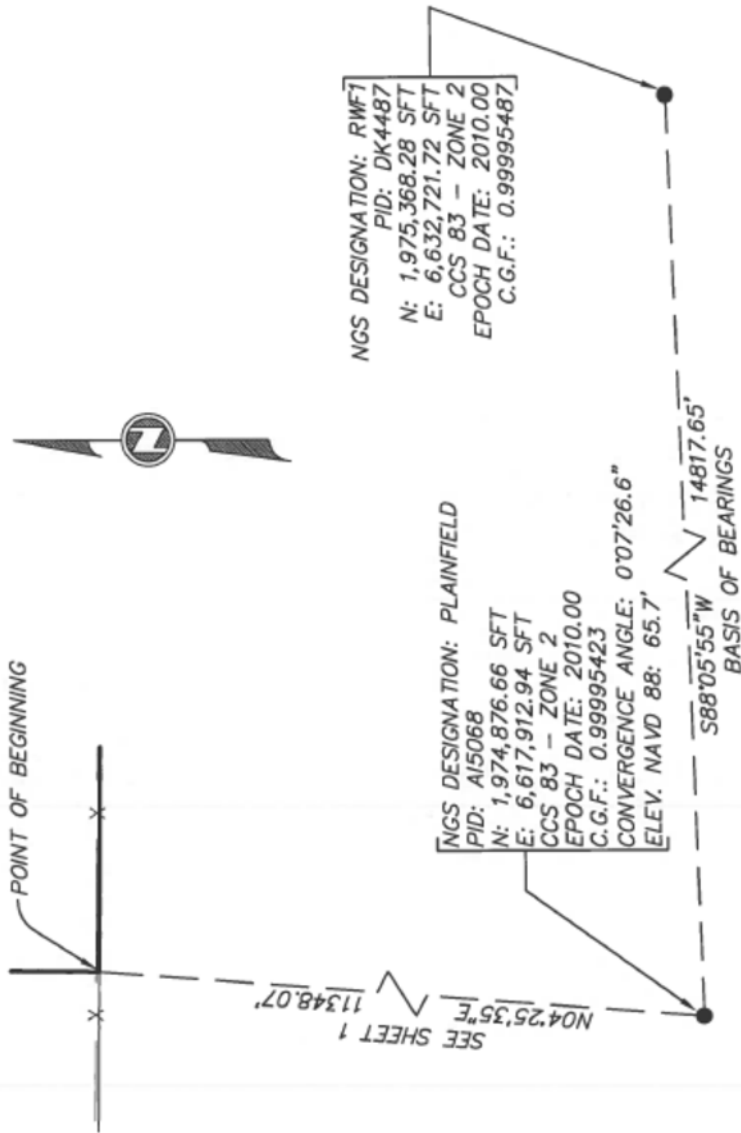

Christopher W. Lerch, L.S.

11-21-14
Date

TOGETHER WITH A NON-EXCLUSIVE RIGHT OF ACCESS, by foot or vehicle, for easement monitoring purposes, from the southerly boundary of the County Road 27 right-of-way over Grantor's Unencumbered Property to the Property, which access shall be located as shown on Exhibit B-2.

EXHIBIT B-1
Map of Property





ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, WITH AN EPOCH DATE OF 2010.00. ALL DISTANCES ARE GROUND AND SHOWN IN UNITED STATES SURVEY FEET (SFT). TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY THE COMBINATION FACTOR OF 0.99995455.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING • LAND SURVEYING • PLANNING

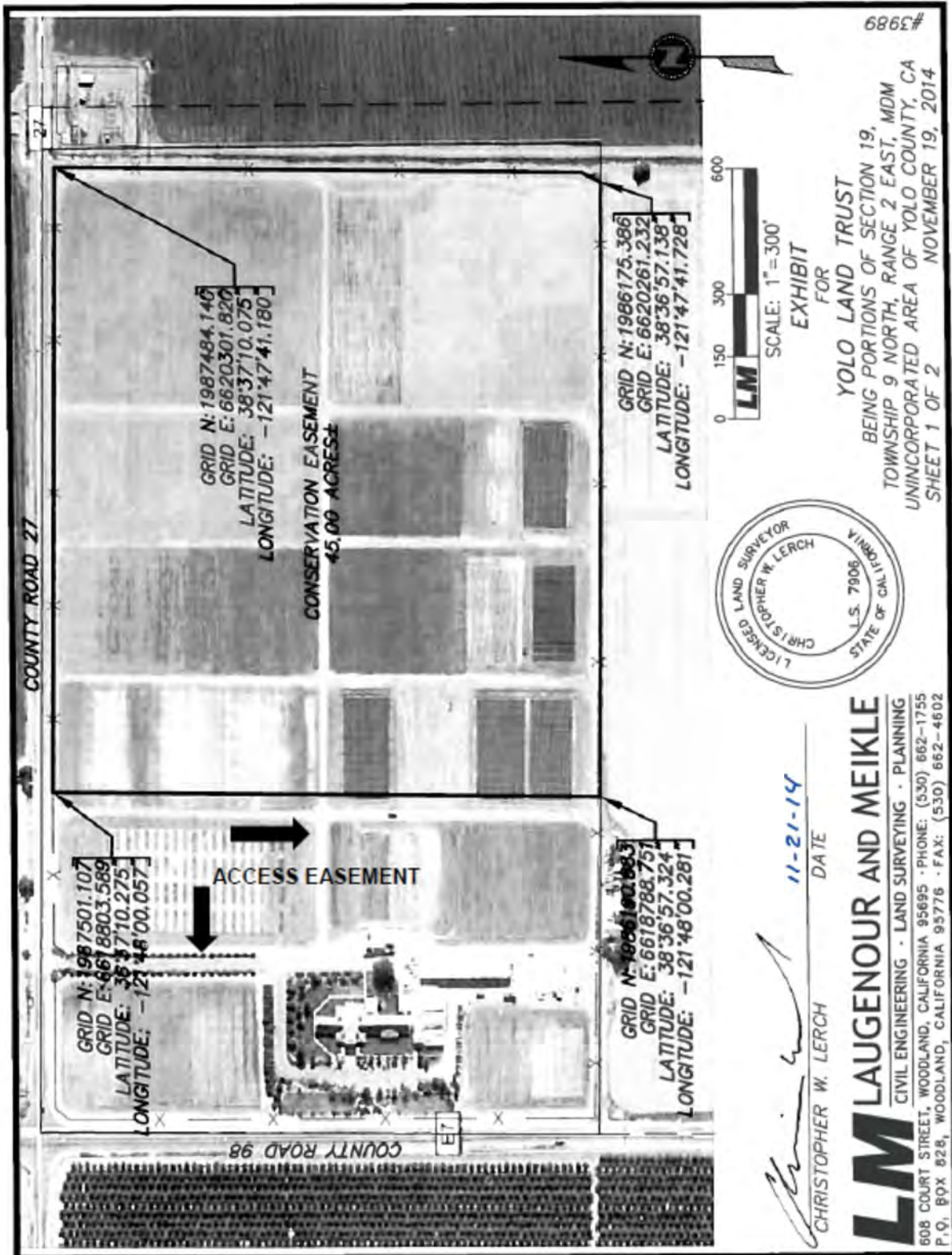
608 COURT STREET, WOODLAND, CALIFORNIA 95695 • PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

EXHIBIT
FOR
YOLO LAND TRUST
BEING PORTIONS OF SECTION 19,
TOWNSHIP 9 NORTH, RANGE 2 EAST, MDM
UNINCORPORATED AREA OF YOLO COUNTY, CA

SHEET 2 OF 2 NOVEMBER 20, 2014

#3989

EXHIBIT B-2
Map of Access Easement



#3989
YOLO LAND TRUST
FOR
BEING PORTIONS OF SECTION 19,
TOWNSHIP 9 NORTH, RANGE 2 EAST, MDM
UNINCORPORATED AREA OF YOLO COUNTY, CA
NOVEMBER 19, 2014
SHEET 1 OF 2



LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 • PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

Christopher W. Lerch
CHRISTOPHER W. LERCH
DATE 11-21-14

EXHIBIT C

Present Conditions Report Certification

A Present Conditions Report dated _____ was prepared by Tom Scharffenberger, Consultant to Yolo Land Trust (the "Present Conditions Report") to document the current status of the 45-acre property (the "Property") to be encumbered by the Grant Deed of Conservation Easement and Permanent Restrictions on Use to be recorded in the Official Records of Yolo County (the "Easement"). The Easement will be held by the Yolo Land Trust, a California nonprofit corporation, and the City of Woodland.

DECLARATION OF RELIANCE AND CERTIFICATION OF RECORD

Acting as the Executive Director of the Yolo Land Trust and as its custodian of land records, I declare that the Yolo Land Trust has relied upon, and will rely upon the information contained within the Present Conditions Report to describe the condition of the Property. Further, I certify that the preparation of the Present Conditions Report complies with our general procedures for creating and maintaining business records, and specifically with our procedures for the creation of present conditions reports. The Present Conditions Report was prepared in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on _____, 2015.

Michele Clark, Executive Director of the Yolo Land Trust

ACKNOWLEDGEMENT OF CONDITION AND RECEIPT OF THE PRESENT CONDITIONS REPORT

_____, as the _____ of Alforex Seeds LLC, a Delaware limited liability company, Grantor, and Michele Clark, representing Yolo Land Trust, a California nonprofit corporation, and _____, City Manager, City of Woodland, collectively, the Grantee, certify that each is familiar with the condition of the Property, and do hereby acknowledge that the Present Conditions Report, and all of its inclusions, is an accurate representation of the condition of the Property as of the date of the Grant Deed of Conservation Easement and Permanent Restrictions on Use. Duplicate originals of the Present Conditions Report were signed and delivered by each of the Grantor and the Grantee on this date, and each will receive a duplicate original of the Present Conditions Report at the close of escrow.

[Signatures are on the next page]

“Grantor”

ALFOREX SEEDS LLC,
a Delaware limited liability company

By: _____

Its: _____

“Grantee”

YOLO LAND TRUST,
a California nonprofit corporation

By: _____

CITY OF WOODLAND,
a general law city and political subdivision of the State of California

By: _____

EXHIBIT D
Prior Encumbrances

1.
A LIEN FOR REAL PROPERTY TAXES AND ASSESSMENTS OF YOLO COUNTY, NOT YET DUE AND PAYABLE.
2.
LAND USE CONTRACT MADE AND ENTERED INTO PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965, DATED DECEMBER 29, 1969, EXECUTED BY DICK NISHI AND THE COUNTY OF YOLO, RECORDED FEBRUARY 02, 1970, AS BOOK 934, PAGE 363, OFFICIAL RECORDS.

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE REGARDING IMPLEMENTATION OF ASSEMBLY BILL 1265 FOR 2013 AND LIST OF AFFECTED PARCELS PURSUANT TO GOVERNMENT CODE SECTION 51244(B)(2)", BY THE COUNTY OF YOLO, DATED FEBRUARY 21, 2012, RECORDED MARCH 21, 2014, AS INSTRUMENT NO. 2014-0005887, OFFICIAL RECORDS.

EXHIBIT E

**ACCEPTANCE OF CONSERVATION EASEMENT BY CITY OF WOODLAND AND DISCHARGE
OF MITIGATION REQUIREMENT**

This conveyance is accepted by the undersigned on behalf of the City of Woodland pursuant to City Council Resolution 1457, recorded October 15, 1959, in the Recorder's Offices of the aforesaid County and State."

Dated: _____

Signed: _____
Ana B. Gonzalez, City Clerk

The City of Woodland agrees that recordation of this Easement satisfies the obligation of Alforex Seeds LLLC, a Delaware limited liability company , to mitigate for the conversion of _____ acres of prime agricultural land to _____ pursuant to Ordinance No. _____ in connection with the Spring Lake Project in the City of Woodland, County of Yolo, approved by the _____

Date: _____

By: _____
_____, Director
Department of Planning and Community Development

Approved as to Form:
_____, City Attorney

By: _____

Environmental Mitigation Language For the Spring Lake Specific Plan

The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH # 99022069); August 15, 2000), Resolution No. 4215. The EIR included specific mitigations to address the loss of Important Farmland and loss of Swainson's Hawk Foraging Habitat.

MM 4.2-1: The project applicant shall set aside in perpetuity an equal amount (940 acres of the Plan Area plus Important Farmland converted for offsite infrastructure) of contiguous, active agricultural acreage elsewhere in Yolo County through the purchase of development rights and execution of an irreversible conservation or agricultural easement. These soils shall be permanently protected from future development via enforceable deed restrictions. Acreage between Woodland and Davis, already experiencing, or likely to experience, growth pressures shall be targeted. Soils and farming conditions shall be equivalent or superior to the project area. Protected acreage equal to the total acreage of any particular development shall be, set aside prior to commencement of any development activity within that development.

Acreage set aside required by Mitigation Measure 4.5-4 for loss of Swainson's hawk foraging habitat (see Section 4.5, Biological Resources) may be used jointly to satisfy all or a portion of this mitigation requirement, so long as it meets the habitat needs of the species and is retained in active agricultural uses. The land shall be managed via an agreement satisfactory to the City and Department of Fish and Game, governing operations such that it remains agriculturally productive and also provides hawk habitat. Land that does not meet the intent of both measures can not be used as joint mitigation, in which case more acreage would be needed in order to satisfy both mitigations.

MM 4.5-4: Prior to approval of the first tentative map, the project applicant shall develop a plan in consultation with CDFG to compensate for loss of Swainson's hawk foraging habitat resulting from development of the project site. This agreement shall set aside in perpetuity, an equivalent amount (939 acres of the Specific Plan Area plus Important Farmland converted for offsite infrastructure) of contiguous, Swainson's hawk foraging land elsewhere in Yolo County through the purchase of development rights and execution of irreversible conservation or agricultural easement. This acreage shall be permanently protected from future development via enforceable deed restrictions. Protected acreage equal to the total acreage of any particular phase shall be, set aside prior to commencement of any development activity within that phase.

Acreage set aside required by Mitigation Measure 4.2-1 (4.2, Agricultural Resources) for loss of agricultural land may be used jointly to satisfy all or a portion of this mitigation requirement, so long as it meets the habitat needs of the species and is retained in active agricultural uses. The land shall be managed via an agreement satisfactory to the City and Department of Fish and Game, governing operations such that it remains agriculturally productive and also provides hawk habitat. Land that does

not meet the intent of both measures can not be used as joint mitigation, in which case more acreage would be needed in order to satisfy both mitigations.

Legislation Text

4.

File #: 14-852, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Approval of Agreement for Yolo County Homeless Coordination Project**

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the three-year Homeless Coordination Project Agreement for the period of July 1, 2015 - June 30, 2018 (Fiscal Years 2015 - 2017) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Staff Contact

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

Fiscal Impact

The City will incur an annual cost of \$20,000 for participating in the Homeless Coordination Project and fund the cost through its Housing Trust Fund based on receiving housing monitoring fees annually in the approximate amount of \$9,500 and an annual \$12,977.90 PILOT (payment in lieu of taxes fee) fee from an affordable housing project assisted with City loan funds. The PILOT fee increases two percent annually.

Background

The City has partnered with the other cities in Yolo County and the county since July 1996 to support the countywide Homeless Coordination Project. The project contracts for a homeless coordinator to seek State, Federal, and private grants for countywide homeless services and provides funding assistance for a cold weather shelter at Fourth and Hope (which was formerly known as the Yolo Wayfarer Center) for the homeless in Woodland during the period of November 15 through March 15 each year. Yolo County administers the project for the county and cities.

Discussion

The total cost of the Homeless Coordination Project for Fiscal Year 2015 is \$73,300 and will be funded by Yolo County, \$23,300; Woodland and West Sacramento, \$20,000 each; and Davis, \$10,000. Davis is not contributing to the Fourth and Hope cold weather shelter since a cold weather shelter is located in the city. Yolo County is in the process of recruiting a full-time homeless coordinator who will serve as a county

employee. Currently, the coordinator functions as a part-time contractor for the county. Yolo County will be responsible for covering the coordinator's salary and benefit costs not funded through the Homeless Coordinator Project.

The Agreement for the Homeless Coordination Project begins on July 1, 2015 and may be renewed for an additional two years (Fiscal Years 2016 and 2017) provided that Yolo County provides written notice by May 1 prior to each new fiscal year. Any party to the agreement may cancel its participation in the project for an upcoming fiscal year by providing written notice to the other parties prior to the next fiscal year.

Public Contact

Public contact was provided through the posting of the City Council agenda.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the three-year Homeless Coordination Project Agreement for the period of July 1, 2015 - June 30, 2018 (Fiscal Years 2015 - 2017) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Staff recommends that the City Council introduce the ordinance and waive first reading amending Sections 7-2, 7-3, and 7-4, of Chapter 7, Camping within the City Limits.



Paul Navazio, City Manager

Attachments: Resolution No. _____
Agreement for the Homeless Coordination Project

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AN AGREEMENT FOR THE HOMELESS COORDINATION PROJECT FOR THE
PERIOD OF JULY 1, 2015 – JUNE 30, 2018**

WHEREAS, the City of Woodland has participated in the countywide Homeless Coordination Project since 1996;

WHEREAS, the countywide Homeless Coordination Project provides two services: (1) A Homeless Coordinator responsible for identifying/researching collaborative grant opportunities and assisting the Homeless and Poverty Action Coalition (HPAC) member agencies in developing grant applications and (2) Funding assistance for a countywide Cold Weather Shelter at Fourth and Hope (formerly know as the Yolo Wayfarer Center) in Woodland during the November to March period;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves a three-year Homeless Coordination Project Agreement for the period of July 1, 2015 – June 30, 2018 (Fiscal Years 2015 – 2017) to continue the countywide Homeless Coordination Project and authorizes the City Manager to execute any and all documents needed for the City to implement the project.

PASSED AND ADOPTED by the City Council on July 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: _____

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement is made and entered into this 1st day of July, 2015, by and among the County of Yolo, a political subdivision of the State of California (“County”), and the City of Davis, City of West Sacramento, City of Winters and City of Woodland, each of which is a municipal corporation (“City” or “Cities”).

RECITALS

WHEREAS, the parties hereto desire to continue activities begun on February 15, 1988 pursuant to Yolo County Agreement No. 88-36, and continued by Agreement Nos. 90-23, 93-154, 96-162, 99-297, 02-268, 05-275 and 06-284 to:

- A. Improve and expand services to homeless and very poor citizens of Yolo County,
- B. Increase funding for local agencies serving the homeless and very poor citizens of Yolo County,
- C. Increase the efficiency with which grant funds are obtained and managed by these agencies; and
- D. Develop and maintain the resources necessary for these agencies to fulfill their missions.

WHEREAS, for this reason, the parties hereto enter into this Agreement;

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, the parties hereby agree as follows:

AGREEMENT

1. County, in and for consideration of the covenants, conditions, agreements and stipulations set forth in this Agreement, does hereby agree to furnish to the parties hereto, in fiscal year 2015/2016, the homeless services coordination and cold weather shelter services and materials as set forth in Attachments A (Homeless Coordinator Scope of Work), B (Yolo County Homeless and Poverty Action Coalition), and C (Cold Weather Shelter Scope of Services), in accordance with the budget and cost shares set forth in Attachments D (Budget) and E (Cost Shares). Attachments F (State Law and Regulations) and G (Federal Law and Regulations) are also appended to this Agreement to indicate, together with Attachment C, the general terms and conditions that will govern any subsequent contract with a consultant or contractor to operate the Cold Weather Shelter.

Each of the parties shall participate in the Yolo County Homeless and Poverty Action Coalition as set forth in Attachments A – E.

The foregoing notwithstanding, Director of the Department of Employment and Social Services of County (“Director”) and the Managers of the Cities may, by written agreement,

modify the budget and cost shares set forth in Attachments D and E, the Homeless Coordinator Scope of Work set forth in Attachment A and/or the Cold Weather Shelter Scope of Services set forth in Attachment C.

For each year after fiscal year 2015/2016, the County shall submit to the Cities each year by August 15th final reports for both the homeless coordinator's activities and cold weather shelter services.

2. Term:

The term of the Agreement shall be July 1, 2015 to June 30, 2016, with the option to renew each year for two additional fiscal years, subject to the conditions noted below.

Upon providing City and County partners written notice thereof no later than May 1, 2016 for the period of July 1, 2016 through June 30, 2017, and no later than May 1, 2017 for the period of July 1, 2017 through June 30, 2018 the Director or his/her written designee may renew this Agreement on the same terms and conditions as set forth herein, dependent upon available funding. Should available funding increase, the Director may choose to increase compensation for the services provided under this contract.

Any City, at its sole option, may rescind its agreement to participate in this project for the forthcoming fiscal years by providing written notice to the other parties prior to the next fiscal year.

3. Amendment:

This Agreement may be amended only by written instrument signed by each party.

4. Licenses:

County shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice expert professional services required in this Agreement.

5. Standards:

County shall perform the services described in a professional and business-like manner. All work products shall be prepared in accordance with the standards of quality satisfactory to the Cities in their reasonable discretion.

6. Personnel:

County shall assign only competent personnel to perform services pursuant to this agreement.

7. Exculpatory Clause:

Each party (the indemnifying party) shall indemnify, defend and hold harmless the other

parties, their officers, agents, employees and volunteers from and against all claims, demands, losses, damage, liability, cost and expenses of whatsoever nature including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by the negligent acts or omissions of the indemnifying party in the performance of this Agreement.

8. Records:

County shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each City at any reasonable time during the performance of this Agreement and for a period of three (3) years from and after the date of final payment.

9. Independent Contractor:

It is specifically understood and agreed that the County is an independent contractor and is not subject to the direction and control of any City except as to the final result. County shall be solely liable and responsible to pay all required taxes and other personnel and retirement obligations including, but not limited to, withholding and Social Security. County agrees to indemnify and hold each City harmless from any such liabilities that it may incur to the Federal or State governments as a consequence of this contract.

10. Time:

Time is of the essence of this Agreement.

11. Amendments:

The parties reserve the authority to modify the terms of this Agreement, however, no amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

12. Laws:

The County shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits in performing the services required by this Agreement. The County shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

13. Successors:

This Agreement shall inure to the benefit and bind the successors of each of the parties.

14. Payment:

Each party hereto, for and in consideration of the covenants, conditions, agreements and

stipulations herein expressed, does hereby agree to pay the sums set forth in Attachment E (Cost Shares) within 30 days of execution of this agreement, and by December 31st of each subsequent contract year. Any unexpended funds shall be returned to the Cities according to the Cost Shares set forth in Attachment E no later than November 30th of each contract year.

15. Notice:

All notices authorized or required by this Agreement shall be deemed to be served and effective for all purposes on the date on which they are reduced to writing and deposited in the United States mail, postage prepaid and addressed as follows:

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695

County of Yolo
DESS Director
25 North Cottonwood Street
Woodland, CA 95695

Dirk Brazil, City Manager
City of Davis
23 Russell Boulevard, Suite 1
Davis, CA 95616

Martin Tuttle, City Manager
City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

John W. Donlevy, Jr., City Manager
City of Winters
318 First Street
Winters, CA 95694

16. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

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:
Philip J. Pogledich, County Counsel



CITY WEST SACRAMENTO

By _____
Christopher L. Cabaldon, Mayor

ATTEST:

By _____
Kryss Rankin, City Clerk
(Seal)

APPROVED AS TO FORM:

By _____
Jeff Mitchell, City Attorney

CITY OF DAVIS

By _____
Joe Krovoza, Mayor

ATTEST:

By _____
Zoe S. Mirabile, City Clerk
(Seal)

CITY OF WINTERS

By _____
Cecilia Aguiar-Curry, Mayor

ATTEST:

By _____
Nanci Mills, City Clerk
(Seal)

CITY OF WOODLAND

By _____
Tom Stallard, Mayor

ATTEST:

By _____
Ana Gonzalez, City Clerk
(Seal)

ATTACHMENT A

Scope of Work Yolo County Homeless Coordinator

The Coordinator will carry out duties with the goal of eliminating gaps in services as identified by the Homeless and Poverty Action Coalition (HPAC) a coalition of affiliated organizations throughout the county whose mission involves directly addressing and providing services related to homelessness. In addition, the Coordinator shall provide the following services:

1. Identify and research grants, and work with the Coalition to develop grant applications, to support the work of the Coalition and its member agencies with a focus on collaborative grant opportunities. Grants shall include but are not limited to:

- Community Development Block Grant
- Federal Emergency Shelter Grant
- Supportive Housing Program/Continuum of Care
- Emergency Housing Assistance program
- Emergency Food and Shelter Program
- Community Services Block Grant

Grant writing for individual agencies is permitted if it addresses an identified gap in services.

The grants should be pursued from federal, state, local and private sources.

a. Research and present, orally and in writing, funding opportunities that are current and available to Coalition member agencies at the monthly Coalition meeting. Funding opportunities may be federal, state, local and private and may, but need not be, collaborative in nature. Information on funding opportunities may be used by Coalition member agencies to write their own grant applications.

b. Maintain a log in Excel spreadsheet form of grants identified, researched and presented to the Coalition. In addition to other relevant information, the log shall contain:

- the name of the grants applied for
- the grants received by agency and by amount, and
- a cumulative total of grant funds applied for and received.

2. Participate in fundraising activities upon request.

3. Write and/or coordinate submission of grant proposals, making sure that all requirements are met, and, if approved, following through until funds are received. The Coordinator is responsible for coordinating and writing collaborative proposals, including but not limited to obtaining signatures and local government approvals. When the Coordinator writes and coordinates individual proposals as approved by the County and the Homeless Coalition to address a gap in services, the Coordinator is responsible for obtaining signatures and local government approvals. For all individual proposals written by an applicant agency, the

Coordinator is responsible for reviewing and providing technical assistance; applicant agency is responsible for obtaining signatures and approvals.

4. Write and coordinate the submission of a high quality annual Continuum of Care plan to the Federal Department of Housing and Urban Development (HUD).

5. Plan the annual Continuum of Care community meetings and track resulting action plan to ensure Continuum of Care goals are addressed.

6. Attend monthly Coalition meetings and Continuum of Care meetings as scheduled and provide information as requested by the Coalition. The Coalition currently meets the fourth Wednesday of each month.

7. Provide written monthly reports and a final report at the end of each fiscal year in a format specified by the County, including information showing compliance with performance measures set forth in the contract. Monthly reports are due no later than the 15th of the month. The annual report is due no later than 30 days after the end of the County fiscal year. Monthly reports must be provided to the Branch Director of Adult and Aging Services of the County Health and Human Services Agency, as well as to the Coalition Chair, and the City Managers, or designees, for the cities of Davis, West Sacramento, Winters, and Woodland.

8. Meet monthly with the Coalition Chair and designated County representative(s) as requested by the Director, to provide updates on the activities included in the monthly report and upcoming events.

9. Coordinate meetings no less than twice per year with representatives from the County and Cities as requested by the Director, to provide information on current issues, including trends in funding, and gain an understanding of each community's concerns and priorities.

10. Assist the Homeless and Poverty Action Coalition with public relations as requested by the Director, by speaking about research and analysis at public forums, writing letters and reports to funding sources, and writing articles and press releases for local papers.

ATTACHMENT B

YOLO COUNTY HOMELESS AND POVERTY ACTION COALITION

HPAC MEMBER SERVICE PROVIDERS

- Broderick Christian Center West Sacramento
- City of Davis
- City of West Sacramento
- City of Winters
- City of Woodland
- Community Housing Opportunities Corporation
- CommuniCare Health Centers, Inc.
- Davis Community Meals
- Food Bank of Yolo County
- Grace in Action
- Legal Services of Northern California
- Rural Innovations in Social Economics (RISE, Inc.)
- Sexual Assault and Domestic Violence Center (SADVC)
- Short Term Emergency Aid Committee (STEAC)
- Turning Point Community Programs
- Woodland Volunteer Food Bureau
- Yolo Community Care Continuum
- Yolo County Children's Alliance
- Yolo County Housing
- Yolo County
 - Cold Weather Shelter
 - Department of Alcohol, Drug, and Mental Health Services
 - Department of Employment and Social Services
- Yolo Crisis Nursery
- Yolo Family Resource Center
- Yolo Wayfarer Center

HPAC PARTNER AGENCIES

- Community Services Action Board
- Community Services Planning Council
- State of CA Department of Housing and Community Development
- US Department of Housing and Urban Development
- U.S. Veteran's Administration
- Yolo County Office of Education

ATTACHMENT C

COLD WEATHER SHELTER SCOPE OF SERVICES

Following are the minimum service requirements of this contract:

The Contractor will provide Cold Weather Shelter services in the following manner:

1. The Cold Weather Shelter and related services will be supplied at the Provider's Address.
2. The Shelter shall be open a total of 120 nights per program year, from November 15th to March 15th unless, with consent of the Director, weather conditions warrant a later or earlier opening or closing date.
3. The Shelter shall provide not less than 10 beds per night at a rate of \$29 per bed per night.
4. Contractor shall provide at a minimum, the following items to cold weather shelter clients staying at the shelter:
 - On site nutritious breakfast each morning. Recommended USDA Food and Nutrition service see attachment 3.
 - Necessary personal cleaning and hygiene items, including but not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs and toilet paper.
 - Case management after five nights of shelter services. Upon the fifth night of receiving shelter services, each client must meet with a case manager who completes a full intake, which includes client's history of homelessness, employment and income. Staff then helps client identify goals to reach independence and develops a plan to assist client in reaching those goals.
 - Assess clients' needs and assist in directing to resources such as SSI, disability, Veterans benefits, medical assistance, employment and housing assistance. Contractor shall assist up to 65 percent of the clients seeking emergency shelter in obtaining income and housing.
5. Hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week.
6. The Contractor shall ensure that:
 - a. Loitering is prohibited in the vicinity of the Shelter.
 - b. Drugs and alcohol are prohibited within, and in the vicinity of, the Shelter.
 - c. All disturbances will be reported immediately to the appropriate jurisdiction's law enforcement agency.
 - d. The area around the Shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
7. The Shelter shall be open to all persons, regardless of race, religion, sexual orientation,

gender, and age, and any denial of access to the Shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules and/or lack of need criteria.

8. The Shelter shall be operated in a manner consistent with municipal fire safety regulations and occupancy requirements.
9. An operable telephone and emergency phone number shall be available at all times during operation of the Shelter.
10. Should the Contractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the Contractor shall notify the Director by 5:00 pm.
11. The Contractor shall notify the Director and the Cities if Contractor deems it advisable to change the Shelter location from the approved site. Contractor shall not change the Shelter location without the approval of the Director.
12. Closure: The Contractor may determine that closure of the Shelter is advisable due to the following conditions:
 - a. Unusually warm weather
 - b. Lack of guests
 - c. Conditions which render the Shelter building unsafe for occupancy

If Director approves action to close the Shelter, the Contractor shall notify the Director and the Cities by the next business day following closure as to the plans for reopening the Shelter, if any.

Notification shall be made to:

- County of Yolo; Attn: DESS Director, 25 North Cottonwood St., Woodland, CA 95695
- City of Davis; Attn: Dirk Brazil, City Manager, 23 Russell Bl., Suite 1, Davis, CA 95616
- City of West Sacramento; Attn: Martin Tuttle, City Manager, 1110 West Capitol Av., 3rd Floor, West Sacramento, CA 95691
- City of Winters; Attn: John W. Donlevy, Jr., City Manager, 318 First St., Winters, CA 95694
- City of Woodland, Attn: Paul Navazio, City Manager, 300 First St., Woodland, CA 95695

ATTACHMENT D
BUDGET STATEMENT

Fiscal Year 2015/2016

Homeless Coordinator	\$35,000.00
Cold Weather Shelter	<u>\$38,300.00</u>
Total FY 2015/2016	\$73,300.00

Fiscal Year 2016/2017

Homeless Coordinator	\$35,000.00
Cold Weather Shelter	<u>\$38,300.00</u>
Total FY 2016/2017	\$73,300.00

Fiscal Year 2017/2018

Homeless Coordinator	\$35,000.00
Cold Weather Shelter	<u>\$38,300.00</u>
Total FY 2016/2017	\$73,300.00

ATTACHMENT E

COST SHARES

For Fiscal Year 2015/2016, and each fiscal year thereafter

Jurisdiction	Cost Shares	FY 2015/2016		
		Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	13.64%	\$10,000	0	\$10,000
City of West Sacramento	27.29%	\$10,000	\$10,000	\$20,000
City of Woodland	27.29%	\$10,000	\$10,000	\$20,000
County of Yolo	31.78%	\$ 5,000	\$18,300	\$23,300
Total	100%	\$35,000	\$38,300	\$73,300

EXHIBIT “F”

State Law and Regulations

1. Drug-free Workplace Certification. The Consultant certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) and will take the following actions:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Consultant's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.a.
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will.
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

If the Consultant fails to comply with these requirements the City may suspend contract payments or terminate the contract, or both. If the City finds the Consultant has made a false certification or failed to carry out these requirements, the Consultant may also be ineligible for future State awards.

2. Nondiscrimination Clause.

- a. The Consultant, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the Consultant must comply with them. Contractors and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The Consultant and its contractors and subcontractors must include the nondiscrimination and compliance clause (2.a above) in all of the contracts and subcontracts for work under this CDBG contract. (See Chapter 4 for further information on complying with nondiscrimination and equal opportunity requirements.)

EXHIBIT "G"

Federal Laws and Regulations

1. Anti-Lobbying Certification. You must include in all contracts and subcontracts for the work under this contract the certification language given in this clause beginning with "The undersigned certifies" The certification assures that no federal funds are used to influence members of Congress, and that if any non-federal funds are used to lobby Congressional members or staff, the certifier will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying". Failure to file the certification may result in a fine.
2. Bonus or Commission, Prohibition Against Payments of. Your contract monies may not be used to pay bonuses or commissions to try to obtain application approval or other approvals required under your contract or by program statutes and regulations.

This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

3. Citizen Participation. You must follow State and federal program regulations pertaining to Citizen Participation. You must:
 - Provide for and encourage citizen participation in your CDBG program.
 - Conduct public hearings to inform the public of your proposed and actual use of CDBG funds, obtain citizens' views, and respond to proposals and questions.
 - Provide an address, phone number, and times for submitting complaints and grievances about the program, and respond in writing to written complaints and grievances within 15 working days, whenever possible;
 - Maintain a public information file to provide the written program information. Public hearing notices should inform citizens of the location of the public information file.

See Chapter 18 for additional information about the Citizen Participation Requirements and a sample Public Notice.

4. Clean Air and Water Acts. Your activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act, and the applicable regulations.

5. Conflict of Interest of Certain Federal Officials. No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity.

6. Equal Opportunity. You must comply with the various laws and requirements listed, as follows:

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations, you may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.

b. Rehabilitation Act of 1973 and the "504 Coordinator":

You agree to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to you, the Consultant, if your contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). Your contract specifies that:

1) You agree to comply with "Section 3" which requires that you provide, as much as possible, opportunities for training and employment to lower income residents of your CDBG project area, and contracts to businesses in or principally owned by persons living in the project area.

- 2) You agree that you have no other contractual or other concern that prevents your compliance with the Section 3 requirements.
- 3) You must include the text of this section (c) in all of your contracts and subcontracts for the project. You cannot approve any contract until the contractor or subcontractor has provided you with a written statement of its ability to comply with these requirements.
- 4) Your compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject you to sanctions.

d. Americans with Disabilities Act (ADA) of 1990:

You assure that you comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

You agree to place in every construction contract and subcontract over \$10,000 the specified language regarding:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
- Standard Equal Employment Opportunity Construction Contract Specifications; and
- Goals and Timetables from U.S. Department of Labor.

(Refer to Chapter 4 for detail on equal opportunity requirements and the complete text of the required contract clauses described above.)

8. Flood Disaster Protection. The Flood Disaster Protection Act, Section 202(a) prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.

9. Labor Standards - Federal Labor Standards Provisions. You must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.
10. Lead-Based Paint Hazards. If your contract is for acquisition or rehabilitation of residential structures, you must comply with HUD's Lead-Based Paint regulations. See Chapter 3 and 16 for additional information about Lead-Based Paint.
11. NLRB Certification. When you sign your contract you are stating under penalty of perjury that you have had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of your failure to comply with a federal court order to comply with a National Labor Relations Board order.
12. Procurement. You are required to procure goods and services which will be paid for in whole or part with CDBG funds in a manner providing full and open competition.
13. Program Income. You agree to account for receipt and expenditure of any program income you have from this contract and any prior contracts generating such income.

At contract close-out, if the City finds you did not meet the national objectives or public benefit requirements, it may recapture program income and/or part or all of your contract and/or exclude your jurisdiction from further CDBG funding.

14. Relocation, Displacement and Acquisition. When your project activity involves acquisition of real property, you must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. You also must comply with federal relocation law when your project includes rehabilitating rental housing units and results in increased rents to TIG households. You may pay relocation expenses with your CDBG funds.

Legislation Text

5.

File #: 14-838, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** July 7, 2015**SUBJECT:** Approval of Final Map 4986 Heidrick Ranch Phase 2&3, Related Subdivision Improvement Agreement, Reimbursement Agreements, and a Consent to Common Use with PG&E

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 4986 Heidrick Ranch Phase 2&3; 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving the SLIF Reimbursement Agreement, the Supplemental Improvements Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

It is further recommended that the City Council adopt Resolution No. _____; 1) Approving the PG&E Consent to Common Use for Heidrick Ranch Phase 2&3 and authorize the City Manager to sign on behalf of the City.

Staff Contact: Bruce D. Pollard, (530) 661-5820, bruce.pollard@cityofwoodland.org

Fiscal Impact

This project's processing costs were covered by fees. In addition, at build-out, the 99 lots are estimated to generate approximately \$2.2 million in development impact fees. There is also a reimbursement for a 12" waterline in the amount of \$ 116,022.24. This money is on deposit from a previous development project. There is no impact to the General Fund.

The SLIF reimbursement agreement does not obligate the City to pay out any additional funds that are not generated by means other than the Spring Lake Infrastructure Fee program. The Supplemental Improvements Reimbursement Agreement is funded by monies on deposit from another 3rd party developer and will not impact the City's operating budget.

Background

City Council approved the tentative map and development agreement on April 6, 2004 for 44.6 acres with 150

single family lots and one 5 acre multi-family lot.

The Developer, Lennar Homes of California, has completed all conditions required for the last portion of tentative map No. 4670 (99 lots), and is requesting that the City approve Final Subdivision Map (SM) No. 4986, Heidrick Ranch Phase 2 & 3; and the associated Subdivision Improvement Agreement and reimbursement agreements.

PG&E has certain rights of ways and easements for a transmission line easement dating back to 1951 that generally run along the alignment of Farmers Central Road. Because PG&E's easements predate the City's newly acquired right of way. PG&E has superior property rights. Typically these situations are handled by entering into agreement that allows for both agencies to use the same land. PG&E has prepared a Consent for Common Use document which has been reviewed and approved by the City Attorney. The City Attorney has also advised that to enter into this agreement it needs to be approved by the City Council.

Discussion

The map, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval.

Conclusion

Staff recommends that the City Council adopt Resolution No. ____; a Resolution of the City Council 1) approving Final Map 4986 Heidrick Ranch Phase 2&3; 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. ____; 1) Approving the SLIF Reimbursement Agreement, the Supplemental Improvements Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorize the City Manager to sign on behalf of the City; and 2) authorize the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

It is further recommended that the City Council adopt Resolution No. ____; 1) Approving the PG&E Consent to Common Use for Heidrick Ranch Phase 2&3 and authorize the City Manager to sign on behalf of the City.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution Approving the Map and SIA
Attachment B - Resolution Approving the Reimbursement Agreements
Attachment C - Resolution Approving the Consent to Common Use
Attachment D - Subdivision Improvement Agreement
Attachment E - SLIF Reimbursement Agreement
Attachment F - Supplemental Improvement Reimbursement Agreement
Attachment G - 3rd Party Reimbursement Agreement
Attachment F - Consent to Common Use
Attachment E - Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAP 4986 AND A SUBDIVISION IMPROVEMENT
AGREEMENT WITH LENNAR HOMES OF CALIFORNIA FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS**

WHEREAS, on, City Council approved tentative map 4670 and development agreement on April 6, 2004 with map conditions of approval and an associated Development Agreement; and

WHEREAS, Lennar Homes of CA, has completed the conditions of approval and has filed a final map for 99 lots; and

WHEREAS, the City of Woodland has reviewed the map and determined that it is technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 4986, Heidrick Ranch Phase 2 & 3, a portion of tentative map 4670, and the associated Sub Division Improvement Agreement 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 Final Map 4986, Heidrick Ranch Phase 2 & 3, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Assessor.

Section 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to execute the Agreement, and is authorized to amend the agreement to grant extensions to the agreement if necessary.

Section 3. A copy of the Subdivision Improvement 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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION
MAP 4986**

WHEREAS, on April 6, 2004 , the City Council approved Tentative Map 4650 “Heidrick Ranch” and the related Development Agreement; and

WHEREAS, the developer, Lennar Homes, has met conditions and completed requirements for Final Subdivision Map 4986, known as Heidrick 2 & 3; and

WHEREAS, the developer, Lennar Homes, completed and entered into to a Sub division Improvement Agreement for the Sub division and posted security; and

WHEREAS, the developer, Lennar Homes, completed and entered into to a SLIF Reimbursement Agreement the each Sub division; and

WHEREAS, the developer, Lennar Homes, completed and entered into to a Supplemental Reimbursement for Sub division 4986; and

WHEREAS, the developer, Lennar Homes, completed and entered into a Third Party reimbursement agreement; and

WHEREAS, the developer is requesting the City Council approve this final map (by separate resolution) and related agreements;

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

1. Approves the SLIF Reimbursement Agreement related to Subdivision 4986, Heidrick Ranch, and authorizes the City Manager to sign on behalf of the City, and
2. Approves the Supplemental Improvement Agreement related to Subdivision 4986, Heidrick Ranch, and authorizes the City Manager to sign on behalf of the City.
3. Approves the Third Party Reimbursement Agreement related to Subdivision 4986, Heidrick Ranch, and authorizes the City Manager to sign on behalf of the City

NOW THEREFORE BE IT FURTHER RESOLVED: That the City Council of the City of Woodland, hereby authorizes the City Manager to:

1. Approve modifications to the SLIF improvement Agreement not to exceed \$265,000

(15%), and

2. Approve modifications to the Supplemental Improvements Reimbursement Agreement not to exceed \$18,000, (15%).
3. Approve modifications to the Third Party Reimbursement Agreement to reflect actual costs.

PASSED AND ADOPTED this 7TH Day of July 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara Ueda, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONSENT TO COMMON USE BETWEEN CITY OF WOODLAND AND
PACIFIC GAS AND ELECTRIC COMPANY**

WHEREAS, PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”) has certain rights of ways and easements; and

WHEREAS, these rights of ways and easements are coincidental with the future alignment of the extension of Farmers Central Road; and

WHEREAS, PG&E has, in this case, superior property rights, and

WHEREAS, the City of Woodland and PG&E have reached a mutually acceptable agreement that allows for both parties to use the same land, and

WHEREAS, the City Council wishes to approve this agreement known as the Consent to Common Use through 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 approves the Consent for Common Use Between City of Woodland and PG&E

Section 2. The City Council authorizes and Directs the City Manager to Execute the Agreement.

Section 3. A copy of the Consent to Common Use 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

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 4986

between

THE CITY OF WOODLAND
a California municipal corporation

and

LENNAR HOMES OF CALIFORNIA, INC
A CALIFORNIA CORPORATION

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 4986

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 20__, by and between the City of Woodland, a California municipal corporation (“City”) and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the Woodland City Council on August 20, 2013. The tentative parcel subdivision map is identified in City records as Subdivision Map No. 4986 (“Map”).

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 4986, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 21 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) (“Map Act”), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 21 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for the Property.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on August 20, 2013.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Yolo; (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Yolo. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations

in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall also provide a competent construction manager who is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public

Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance. Developer shall maintain City all weather utility access road in good condition. . . . Developer and developer's contractors and subcontractors shall not allow their construction traffic to use the utility access road without prior to City approval.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _____, 20__ or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action

or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must

be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or

equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If

City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Seven Million Three Hundred Ninety Eight Thousand Two Hundred Dollars (\$7,398,200.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Three Million Six Hundred Ninety Nine Thousand One Hundred Dollars (\$3,699,100.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at

the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action,

liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. 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; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall

include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and 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 of this Agreement.

14.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing 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.

14.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

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 this Agreement. The “Additional Insured Endorsement” shall be on a form similar to Insurance Services Office’s Endorsement form CG 2010 and contain no other modifications to the policy.

Primary 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.

Severability: In the event 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 the claim is made 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.

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

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

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers’ Compensation policy or policies required by this Agreement shall be endorsed as follows:

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

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

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

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

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter 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.

17.2 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.

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated 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 Developer include all personnel, employees, agents, and subcontractors of Developer, 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.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

DEVELOPER:

Lennar Homes
1420 Rocky Ridge, Suite # 320
Roseville, CA 95661
Attn: Division President

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly

assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

17.10 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.

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement

or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

LENNAR HOMES

By: _____

By: _____

Tom Stallard, Mayor

Signature

Print Name

Title

ATTEST:

(Seal)

By: _____
Ana Gonzalez, City Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

By: _____
Kara Ueda, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO. 4986 HEIDRICK 2 AND 3
A SUBDIVISION OF APN 42-580-003**

A-1

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 4986

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans Heidrick Ranch Phase 2 and Heidrick Ranch Phase 3 incorporated into this agreement by reference.

EXHIBIT “C”

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 4986

As evidence of understanding the provisions contained in this Agreement, and of Developer’s intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: \$7,398,200.00

Surety: Company of Pittsburg, PA
Attorney-in-fact: Michelle Larkin
Address: 175 Water Street, New York, NY 10038

PAYMENT BOND: \$ 3,699,100.00

Surety: Company of Pittsburg, PA
Attorney-in-fact: Michelle Larkin
Address: 175 Water Street, New York, NY 10038

GUARANTEE AND WARRANTY SECURITY BOND: \$ 739,820.00

Surety: Company of Pittsburg, PA
Attorney-in-fact: Michelle Larkin
Address: 175 Water Street, New York, NY 10038

**AMENDMENT 1 TO
AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
BY THE CITY OF WOODLAND DATED MARCH 6, 2013**

ARTICLE 1. PARTIES AND DATE

This First Amendment to the Agreement Regarding Reimbursement of Spring Lake Specific Plan Improvements dated March 6, 2013 is entered into as of the ____ day of _____, 2015 (“Effective Date”) by and between Lennar Homes of California Inc. a California Corporation with its principal office located at 1420 Rocky Ridge Suite # 320 Roseville, CA 9566195691 (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

ARTICLE 2. RECITALS

2.1 City and Turn of the Century LL Centered into that certain Reimbursement Agreement dated March 6, 2013 (“Agreement”), whereby City agreed to reimburse Spring Lake Specific Plan improvements.

2.2 Assignment? Successors in Interest.

Monique I need some help on this section, Is Lennar a successor in Interest to the Agreement or was it assigned, on what date and how was the agreement transferred to Lennar?

2.3 City and Lennar Homes of California now desire to amend the Agreement to include additional compensation for items of Cost not included in the original reimbursement; more particularly described in attachment ?? to this amendment.

ARTICLE 3. TERMS

3.1 Section 3.1 Purchase Price of the Agreement is hereby deleted in its entirety and replaced with a new Section 3.1 Purchase Price to read as follows:

The total purchase price for the improvements is Fifty One Thousand Five Hundred Seventy One & 86/00 Dollars (51,571.86) (“Purchase Price”), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit “A” and Summary of Extra costs as set forth in Exhibit “B” attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee (“SLIF”) credits or cash from Spring Lake

Infrastructure Fees (“SLIF”) collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

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

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

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

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

Lennar Homes

By: _____
City Manager

by: _____
Division President

ATTEST:

City Clerk

**EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED**

	SCHEDULE					
Item No.	CONSTRUCTION ITEM DESCRIPTION	UNITS	QTY	TOTAL ESTIMATED COST	FUND SOURCE	
	CR 24A-Matmor Road to Pioneer Avenue					
1	Heritage Privacy Wall	LS		\$48,198	SLIF Credits	
	Sub TOTAL			\$48,198		
8	Soft Costs 7% Fixed			\$3373.86		
	Total			\$51,571.86		

DRAFT

SUPPLEMENTAL IMPROVEMENTS REIMBURSEMENT AGREEMENT

This agreement is made this _____ day of _____, 2015, by and between the City of Woodland, California (“City”), Lennar Homes of California a California Corporation, (“Developer”) with respect to the following facts:

RECITALS

- A. WHEREAS, Developer is currently developing a project known as Subdivision No. 4986, Heidrick (the “Project”); and,
- B. WHEREAS, As a condition of developing the Project, the City requires the Developer to construct approximately 1506 linear feet of 12” water main along the alignment of Farmers Central Road; and
- C. WHEREAS, said Public Improvement, was the requirement of Subdivision 4675 and funds were deposited to the City to fund the improvement; and,
- D. WHEREAS, the Project is a fully refundable Project; and,

NOW, THEREFORE, the parties mutually agree as follows:

- 1. The Public Improvements subject to this Agreement are shown on the improvement plans entitled “Heidrick 2&3” and described in Exhibit “A” attached hereto. Developer further agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer’s and others’ properties to the satisfaction of the City Engineer, and in accordance with the conditions of the Pioneer Investors Development Agreement approved March 23, 2004 by the City Council and its subsequent amendments and incorporated herein.
- 2. The City will fully reimburse the Developer for the actual costs of the Public Improvements in accordance with the terms of this Agreement as follows:

The sum equal to the estimated design costs, as specified in the schedule below.

Description	Total Estimated Cost
Estimated Construction Cost for 12” line	\$108,432
CM/Admin 7% fixed	\$7,590.24
Total	\$116,022.24

2. The City shall reimburse Developer its actual costs of the Reimbursable Improvements after acceptance of the Reimbursable Improvements by the City and execution of this agreement. Reimbursement shall require the submission of supporting documentation to the satisfaction of the City Engineer. The total cost of the Reimbursable Improvement is expected not to exceed \$116,022.24. The Developer agrees that amount is the reasonable value of the Reimbursable Improvements installed by Developer.
3. This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, nor shall it be construed as a grant to the Developer or the owner of any of the properties shown on Exhibit "B" of any right to any exclusive use or specific capacity in or to the improvements.
4. Each and every provision of this Agreement shall be binding and insure to the benefit of the successors in interest of the parties hereto.
5. All Exhibits hereto are incorporated herein.
6. This is an integrated Agreement containing all of the considerations, understandings, promises and covenants exchanged between the parties with respect to the subject matter hereof.
7. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

DEVELOPER

By: _____

Its: _____

EXHIBIT “A”

LIST OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 4986/HEIDRICK 2 & 3 IMPROVEMENT PLANS

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City and Caltrans or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

1506 Linear feet of 12” water main constructed along the alignment of Farmers Central Road

EXHIBIT “B”

LEGAL DESCRIPTION

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

APN: 042-580-003

**SUPPLEMENTAL IMPROVEMENTS
THIRD PARTY REIMBURSEMENT AGREEMENT
Subdivision 4986 Heidrick Ranch 2 & 3**

This Supplemental Improvements Third Party Reimbursement Agreement (“Agreement”) is made this _____ day of _____, 20_____, by and between the City of Woodland, California (“City”), and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 (“Developer”). City and Developer may be referred to individually herein as “Party” or collectively as “Parties.”

RECITALS

- A. Developer is currently developing a project known as Subdivision No. 4986 Heidrick Ranch 2 & 3 (the “Subdivision”); and,
- B. As a condition of developing the Subdivision or Project, the City requires the Developer to install certain public improvements in excess of the capacity necessary to serve the Subdivision (the “Public Improvements”).
- C. The Public Improvements will serve and benefit the Developer, City, and future development of other properties (“Benefiting Properties”) in the area of the Subdivision, as more specifically described in Exhibit “A” attached hereto and incorporated by reference herein.
- D. Developer is willing to pay the total costs of the Public Improvements, subject to the City’s agreement to collect reimbursement from future Benefiting Properties as they develop, in proportion to the extent that City determines that each Benefiting Property benefits from the Public Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. **Incorporation of Recitals.** The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.
- 2. **Construction of Public Improvements.** The Public Improvements subject to this Agreement, and the estimated costs therefore, are shown on the improvement plans entitled “Improvement Plans for Subdivision No.4986” and described in Exhibit “B,” attached hereto. Developer agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer’s and others’ properties to the satisfaction of the City Public Works Director and in accordance with the Subdivision Improvement Agreement dated as of _____ and incorporated herein.
- 3. **Allocation and Reimbursement of Costs of Public Improvements.**

- 3.1 Proportionate Share. Notwithstanding Developer's agreement to advance all of the costs of the Public Improvements, the Developer and each Benefiting Property shall be responsible for its proportionate share of such costs ("Proportionate Share"). In no event shall the City contribute to any reimbursement of the costs of the Public Improvements, or any other costs associated with this Agreement.
- 3.2 Determination of Proportionate Share. The Benefiting Property's Proportionate Share for the Harry Lorenzo Avenue, Farmers Central Road, House Drive improvements has been determined based upon the respective street frontages of the Subdivision and the Benefiting Property. The Benefiting Property's Proportionate Share of these improvements has been calculated as shown in the following tables:

Harry Lorenzo Avenue South of Farmers Central Road		
Property (APN)	Lot Frontage (ft)	Reimbursement Amount
Michael B Beeman and Marianne G. Beeman, Co-Trustees of the M.B. Beeman Family Trust "Master Plan Remainder Area" (041-080-014) AKA Costalotta Partnership	745	\$149,300
Woodland Spring Lake Partners, LLP "Spring Lake Central" (042-580-037)	260	\$28,000

Harry Lorenzo Avenue north of Farmers Central Road		
Property (APN)	Lot Frontage (ft)	Reimbursement Amount
Woodland-Pioneer, LLC "Pioneer Village" (042-580-002)	355	\$26,400
Optimistic Partners "Cal-West" (041-070-055)	355	\$14,600

House Drive		
Property (APN)	Lot Frontage (ft)	Reimbursement Amount
Woodland Spring Lake Partners, LLP "Spring Lake Central" (042-580-037)	235	\$106,800

Farmers Central Road		
Property (APN)	Lot Frontage (ft)	Reimbursement Amount
Woodland-Pioneer, LLC PioneerVillage (0420-580-002)	1360	\$280,500

Michael B. Beeman and Marianne G. Beeman, Co- Trustees of the M.B. Beeman Family Trust "Master Plan Remainder Area" (041-080- 014) AKA Costalotta Partnership	100	\$32,000
Optimistic Partners "Cal-West" (0410070-055)	75	\$24,100

- 3.3 Collection of Benefiting Properties' Proportionate Share. As part of the conditions of approval for development, renovation, reconstruction, or significant change of use of a Benefiting Property, City shall require the developer of a Benefiting Property to pay to the City the Proportionate Share of the subject Benefiting Property as a condition of approval of any discretionary land use application submitted by a Benefiting Property developer to the City.
- 3.4 Reimbursement to Developer. Within one hundred and twenty (120) days of the receipt of each Benefiting Properties' Proportionate Share, City shall remit such Proportionate Share, minus a reasonable amount necessary to cover City's administrative costs, to Developer.
4. **Term of Reimbursement Obligation.** City's obligation to remit Proportionate Shares paid by Benefiting Properties to Developer under this Agreement for the Public Improvements shall continue for a period of twenty (20) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all reimbursable amounts due and owing to Developer under this Agreement or is otherwise terminated as provided in this Agreement.
5. **Reimbursement Deficiencies.** City makes no guarantees, express or implied, that the Benefiting Properties will seek approval of any discretionary land use application within the 20-year period specified in Section 4 above, and in the event that Developer does not recoup his or her full reimbursable portion within the 20-year period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its best efforts to collect reimbursement from the Benefiting Properties, City shall not be liable to Developer for any deficiency in the event City fails to collect reimbursement from one or more Benefiting Properties, regardless of fault or reason for City's failure to collect said reimbursement.
6. **Prevailing Wages.** Developer 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. Since the Public Improvements are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the Public Improvements will cost more than \$1,000, Developer shall fully comply with such Prevailing Wage Laws. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Developer shall make copies of the prevailing rates of

per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Public Improvements available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer 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.

7. **Alterations to Public Improvements.** This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, provided the City shall pay for any additional improvement costs in the event the City enlarges or extends the Public Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Public Improvements.
8. **Binding on Successors in Interest.** Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.
9. **Indemnity.** Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.
10. **Termination.** In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to Developer.
11. **Notice.** Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

Attn: City Manager
City of Woodland
300 First Street
Woodland, CA 95695

DEVELOPER:

Attn: Division President
Lennar Homes
1420 Rocky Ridge, Suite # 320
Roseville, CA 95661

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

12. **Contact Information for Developer.** It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Public Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.
13. **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
14. **Attorneys Fees.** If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

LENNAR HOMES

By: _____
Paul Navazio, City Manager

Division President

EXHIBIT “A”

BENEFITING PROPERTIES AND CURRENT OWNERSHIP

1. Woodland Spring Lake Partners, LLP (042-580-037)
2. Pioneer Woodland, LLC e (0420-580-002)
3. Costalotta Partners LLC (041-080-014)
4. Optimistic Partners (0410070-055)

EXHIBIT “B”

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with the City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement.

Furnish, construct and install at his/her own expense the improvements required and in accordance to the conditions of approval of Heidrick Ranch Development Agreement March 3, 2004 dated and subsequent amendments and the “Improvements Plans for Subdivision No. 4896 dated October 2014.

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Office

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#2109-02-0353

AGREEMENT

2015061 (06-14-045) 3 15 3

HEIDRICK RANCK PHASE 2, NICOLAUS-PLAINFIELD 60KV

CONSENT TO COMMON USE

THIS AGREEMENT, entered into this _____ day of _____,
2015, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called
PG&E, and the CITY OF WOODLAND, hereinafter called "Agency",

WITNESSETH

WHEREAS, PG&E is the owner in possession of certain rights of way and easements,
hereinafter referred to as "PG&E's easements", described as follows:

An easement for pole line transmission and distribution facilities, described in the deed
from Mildred Merritt Parmelee, et al. to Pacific Gas and Electric Company dated March 28,
1951 and recorded in Volume 343 of Official Records, page 460, Yolo County Records
And

An easement for pole line transmission and distribution facilities, described in the deed from W. H. Curson and Leta R. Curson to Pacific Gas and Electric Company dated March 28, 1951 and recorded in Volume 341 of Official Records, page 475, Yolo County Records.

And

WHEREAS, Agency has acquired certain lands for road purposes, by Offer of Irrevocable Dedication from Florence Patricia Phillips Parmelee, et al. as shown on the map filed on August 12, 2003 in Book 2003 of Maps, at pages 84-86, in the vicinity of Woodland, County of Yolo, hereinafter referred to as "Agency right of way",

And

Agency has acquired certain lands for road purposes, by Offer of Irrevocable Dedication from Optimistic Partners as shown on the map filed December 20, 2013 in Book 2013 of Maps at page 129-130, County of Yolo, hereinafter referred to as "Agency right of way".

And

WHEREAS, the Agency rights of way occupy a portion of PG&E's easement and is subject to said easement, which said portion is hereinafter referred to as "Area of Common Use" and is described as follows:

The cross-hatched area designated "Area of Common Use" upon the print of Exhibit "A-1", attached hereto and made a part hereof.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of a street over, along and upon PG&E's easements in the area of common use subject to PG&E's easements and right to use said area of common use for all of the purposes for which PG&E's easements were acquired and to the terms and conditions herein contained.

PG&E does not by this consent and shall not be deemed to subordinate its rights in the area of common use to and use which Agency shall make of said area.

2. In the event that the future use of said Agency rights of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said Area of Common Use the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said area of common use, Agency will (1) enter into the standard form of Joint Use Agreement covering the new location of PG&E's easements within the road right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the road right of way if necessary to replace PG&E's easements or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

3. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of PG&E's easements or the priority thereof over the title of Agency in said area of common use. Both Agency and PG&E shall use said area of common use in such manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party.

4. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation,

By _____
Wayne Toutges
Supervisor
Land Surveying and Engineering Support
North Valley

CITY OF WOODLAND

By _____

Do not record this page.

The Area: North Valley

Land Service Office: Sacramento

Operating Department

USGS location: T. 09 N., R 02 E., M.D.M., NW ¼ Sec 3

FERC License Number(s): N/A

PG&E Drawing Number(s): SA-293

PLAT NO.

LD of any affected documents: 2109-02-0112, 2109-02-0115

LD of any Cross-referenced documents:

TYPE OF INTEREST: 3, 42

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed)

Order #: 31084381

JCN: 06-14-045

County: Yolo

Utility Notice Numbers:

851 Approval Application No. _____ Decision _____

Prepared By: BCS6

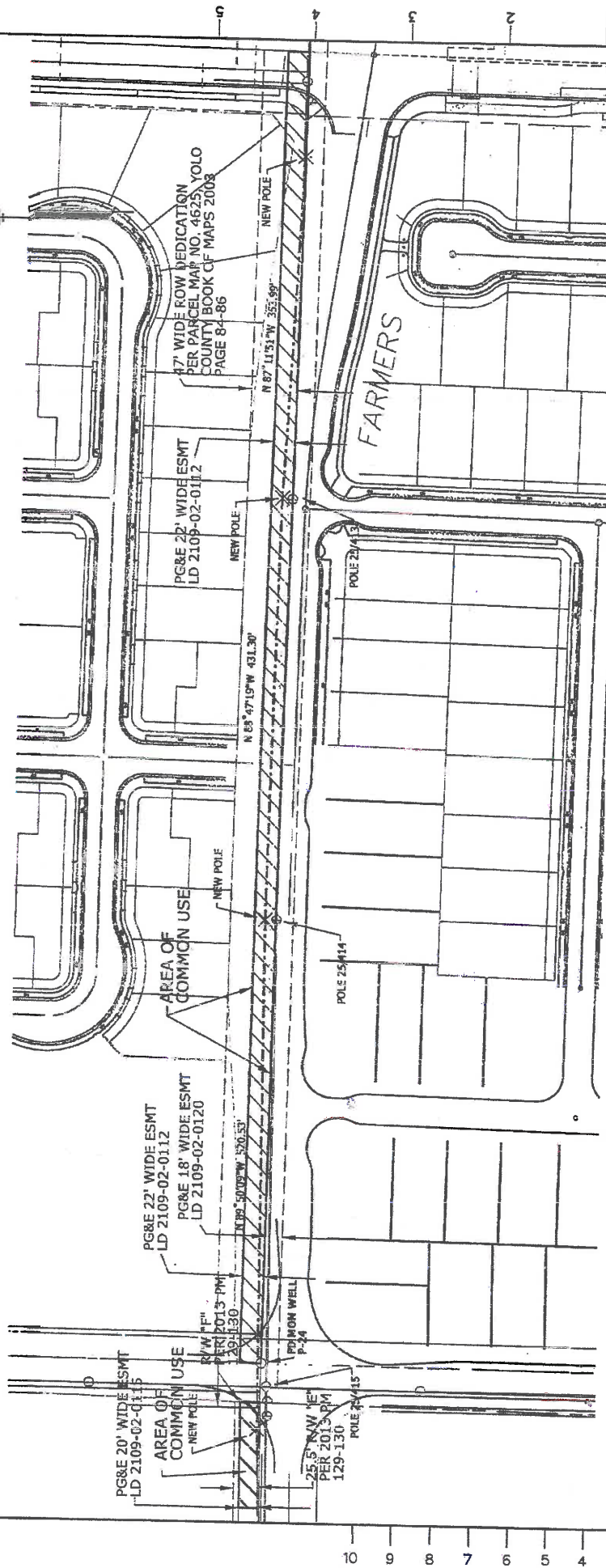
Checked By: DPM2

Revision Number: 2

Ver2 Add PG&e esmt document & City of Woodland road acquisition. 3/18/15 BCS

Ver3 Spelling and punctuation edit. 3/23/15 BCS

T. 9 N., R. 2 E., M.D.M.
NW 1/4 SEC 3



1		3-18-15	ADDED PG&E ESMT AND COMMON USE AREA	APPROVED BY	AUTHORIZATION	JCN 06-14-045	
2		NO. DATE	DESCRIPTION	APVD.	31084381	AREA NORTH VALLEY	0
3		REFERENCE DWGS.			BY D. DOYLE	COUNTY YOLO	1
4		REV 1 S I O N S			DR B. SOULE	PROFILE	2
5		1 inch = 100'			CH	SHEET NO. 1 OF 1	3
6		1 centimeter =			O.K. D. MESSMAN	DRAWING NUMBER	4
7		DATE 3/12/15			SA-293	CHANGE	5
8							6
9							7
10							8
							9
							10
							11
							12
							13
							14
							15
							16
							17
							18
							19
							20
							21
							22
							23
							24
							25
							26
							27
							28
							29
							30
							31
							32
							33
							34
							35
							36
							37
							38
							39
							40
							41
							42
							43
							44
							45
							46
							47
							48
							49
							50
							51
							52
							53
							54
							55
							56
							57
							58
							59
							60
							61
							62
							63
							64
							65
							66
							67
							68
							69
							70
							71
							72
							73
							74
							75
							76
							77
							78
							79
							80
							81
							82
							83
							84
							85
							86
							87
							88
							89
							90
							91
							92
							93
							94
							95
							96
							97
							98
							99
							100



EXHIBIT "A-1"
CONSENT TO COMMON USE
NICOLAUS-PLAINFIELD 60KV
HEIDRICK RANCH PHASE 2
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

Main Street

East Main Street



College Street

East Street

Bourne Dr.

To Sacramento

I-5

Gibson Road



East Gibson Road

HWY 113
To Davis

Farmers Central Road

Heidrick Ranch Phase 2 & 3

Subdivision 4986

Harry Lorenzo Ave

Heritage Parkway

Legislation Text

6.

File #: 14-869, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Approval of Revisions to CalHome and BEGIN Program Guidelines (First Time Homebuyer Assistance Loans) for Purchase Price Limits**

Recommendation for Action: Staff recommends that the City Council approve revisions to the program guidelines for the CalHome and BEGIN programs in order to raise the purchase price limits for resale and new homes.

Staff Contact

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

Fiscal Impact

There is no fiscal impact.

Background

The City plans to restart its first time homebuyer (FTHB) program later this year and will fund it with CalHome, BEGIN, and HOME Program Income (PI) which is received when property owners repay their City affordable housing loans. Staff estimates that the available PI will allow the City to assist 8 to 10 lower income households with FTHB loans to purchase resale and new homes in Woodland. Staff has maintained a FTHB list for interested borrowers and the list contains more than 60 households. The list will be used to prioritize the available FTHB funds since the funds are not sufficient to assist all the households on the FTHB interest list.

Discussion

Staff purposes that the program guidelines for the CalHome and BEGIN program be revised in order to raise purchase price limits for resale homes to \$299,000 and new homes to \$319,000 which will align the purchase price limits with the HOME program. From time to time a FTHB loan may combine two different funding sources: CalHome and HOME, CalHome and BEGIN, or BEGIN and HOME. The current CalHome and BEGIN purchase price limits are \$295,789 for resale and new homes.

Conclusion

Staff recommends that the City Council approve revisions to the program guidelines for the CalHome and BEGIN programs in order to raise the purchase price limits for resale and new homes.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND APPROVING REVISIONS TO THE CALHOME AND BEGIN
PROGRAM GUIDELINES**

WHEREAS, the City has received CalHome BEGIN, and HOME grants from the State to provide first time homebuyer assistance loans for lower-income households and program income (repaid loans) allows the City to provide loans for additional borrowers;

WHEREAS, there is a need to bring the home purchase price limits for the CalHome and BEGIN first time homebuyer programs in alignment with the limits in the HOME first time homebuyer program.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: The City Council hereby approves the following revisions to the CalHome and BEGIN purchase price limits.

- a. Purchase price limit for resale homes – \$299,000
- b. Purchase price limit for new homes – \$319,000

Section 2: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on this _____ day of July, 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

Legislation Text

7.

File #: 14-871, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Special Assessment Tax Roll Collections**

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

Total City assessments that would be collected through County property tax rolls for special districts described herein are \$7,303,618, which have been projected in the FY 2015/16 budget; County fees of \$10,178 for collection of assessments are also included in the FY 2015/16 budget.

Background

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

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

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

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

Waste Management Liens

For the 2015-2016 tax levies, Yolo County is requiring resolutions to be passed authorizing the collection of the special assessments by Yolo County and also releasing Yolo County from any liability which may arise regarding the collection of the special assessments. The six parts of the resolutions are summarized as follows:

- The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls the

related special assessment(s) detailed on each of the resolutions.

- The City acknowledges that all special assessments comply with all requirements of state law which includes Proposition 218.
- The City releases and discharges the County from any potential liability or expenditures arising from the collection of any special assessments authorized by the City.
- In the event of a judgment against the City arising from the collection of the special assessment(s), the County may offset the amount of the judgment from any monies collected by the County on behalf of the City including property taxes.
- The City will agree to cooperate with the County in answering questions related to special assessments and the City will not refer inquirers to County staff for response.
- The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs related to the collection of the special assessments as provided by Government Code sections 29304 and 51800. The County is charging an annual \$1 levy fee per parcel for all special assessments excluding the East Main Special Assessments. For the East Main Special Assessments, the County is charging an annual \$16 levy fee per parcel. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

Discussion

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

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Prepared by: Kim McKinney, Finance Officer



Paul Navazio, City Manager

Attachment: Resolution Requesting Collection of Charges on the Tax Roll

RESOLUTION NO: _____

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

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

East Main Street Assessment District, Series 2001

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

Fire Suppression Assessment District

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

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

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

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

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

Spring Lake Maintenance Community Facilities District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to Article 23C Section 4 of the City Municipal Code by the City for the following:

RESOLUTION NO: _____

Waste Management Liens

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

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

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).
3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,
4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.
5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.
6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual \$1 levy fee per parcel for all special assessments excluding the East Main Special Assessments. For the East Main Special Assessments, the County is charging an annual \$16 levy fee per parcel. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

RESOLUTION NO: _____

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2015.

STATE OF CALIFORNIA
COUNTY OF YOLO
CITY OF WOODLAND

SS.

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2015, by the following vote:

AYES: Council members:

NOES: Council members:

ABSENT: Council members:

ABSTAIN: Council members:

Mayor, Tom Stallard

Attest:

City Clerk, Ana B. Gonzalez

Legislation Text

8.

File #: 14-870, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Second Reading of Ordinance _____ and Ordinance _____, Levying and Apportioning Special Taxes in Annexed Areas in the Spring Lake Community Facilities District 2004-1 and the Spring Lake Maintenance Community Facilities District.**

Recommendation for Action: Staff recommends that the City Council conduct a second reading of Ordinance No. _____ and Ordinance No. _____, Levying and Apportioning Special Taxes in Territory Annexed to the Community Facilities District 2004-1 (Spring Lake) and the Spring Lake Maintenance Community Facilities District.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

No fiscal impact resulting from this item. Once the property is annexed into the Community Facilities District 2004-1 (Spring Lake) and receives Building Unit Allocations, it will generate additional special tax revenue to be used to pay for debt service on outstanding Mello Roos bonds in Spring Lake. Annexation into the Spring Lake Maintenance Community Facilities District will generate additional revenues that contribute to maintenance of the Sports Park.

Discussion

The tentative map for Cal West Investors LLC and Optimistic Partners LLC (Tentative Map #4991) included conditions of approval that require the property to annex into both the Community Facilities District (CFD) 2004-1 and the Spring Lake Maintenance CFD. At its June 2, 2015 meeting, the City Council introduced and waived the first reading of two Ordinances required to levy and collect special taxes for each of the two CFDs in accordance with their originating documents and formulas.

Conclusion

Staff recommends that the City Council conduct a second reading of Ordinance No. _____ and Ordinance No. _____, Levying and Apportioning Special Taxes in Territory Annexed to the Community Facilities District

2004-1 (Spring Lake) and the Spring Lake Maintenance Community Facilities District.
Prepared by: Kim McKinney, Finance Officer



Paul Navazio, City Manager

Attachments:

Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and

Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
LEVYING AND APPORTIONING THE SPECIAL TAX IN
TERRITORY ANNEXED TO THE
CITY OF WOODLAND COMMUNITY FACILITIES DISTRICT
NO. 2004-1 (SPRING LAKE)

Annexation No. 1

WHEREAS, City Council (the “City Council”) of the City of Woodland (the “City”) has established Community Facilities District No. 2004-1 (Spring Lake) (the “CFD”) pursuant to Resolution No. 4559, duly adopted on June 22, 2004, for the purpose of providing financing for the design, construction, and acquisition costs of certain public facilities in and for the City;

WHEREAS, the City Council duly adopted Resolution No. ____ (the “Resolution”) on June 2, 2015, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on June 2, 2015, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. ____ on June 2, 2015, wherein the City Council determined that the territory proposed to be annexed was added to the CFD.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim

within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED AND ADOPTED by the City Council on this _____ day of _____ 2015, by the following vote:

AYES: Council Members

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
LEVYING AND APPORTIONING THE SPECIAL TAX IN
TERRITORY ANNEXED TO THE
CITY OF WOODLAND
SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT
Annexation No. 1

WHEREAS, City Council (the “City Council”) of the City of Woodland (the “City”) has established the Spring Lake Maintenance Community Facilities District (the “CFD”) pursuant to Resolution No. 4622, duly adopted on March 22, 2005, for the purpose of funding maintenance services for the sports park that serves the area of the CFD;

WHEREAS, the City Council duly adopted Resolution No. ____ (the “Resolution”) on June 2, 2015, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on June 2, 2015, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. ____ on June 2, 2015, wherein the City Council determined that the territory proposed to be annexed was added to the CFD;

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim

within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED AND ADOPTED by the City Council on this _____ day of _____ 2015, by the following vote:

AYES: Council Members

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

9.

File #: 14-861, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** July 7, 2015**SUBJECT:** Second Reading of Ordinance No. _____, approving the Extension of the Development Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Extension to the Development Fee Deferral Program.

Staff Contact: Alex Halcon, Management Analyst (530) 661-5885, alex.halcon@cityofwoodland.org

Fiscal Impact

The fiscal impact to the City would be a potential net loss of interest earnings for any residential lots that requests deferral. Since establishing the deferral program there have been less than 10 residential fee deferrals requested. There would be no fiscal impact for non-residential projects as the City would collect interest for each approved project that also takes advantage of the City's fee deferral program.

Background

At its June 16, 2015 meeting, the City Council introduced and waived the first reading and adopted by title only, an Ordinance amending Woodland Municipal Code section 6B-110 to extend the City's temporary development impact fee deferral program for an additional two years.

Conclusion

Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Extension to the Development Fee Deferral Program.

Prepared by: Alex Halcon, Management Analyst

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

ATTACHMENTS:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, AMENDING SECTION 6B-110 OF
THE WOODLAND MUNICIPAL CODE RELATING TO THE DEFERRAL
OF CERTAIN DEVELOPMENT IMPACT FEES

WHEREAS, the City of Woodland ("City") requires the payment of various development impact fees to help address the impacts of new development; and

WHEREAS, the City recognizes that the payment of fees represents a substantial financial commitment for many projects; and

WHEREAS, the construction of new residential and non-residential development has been severely hindered by the continued economic downturn, making it difficult if not impossible for several developers within the City to obtain financing to cover the initial costs of development; and

WHEREAS, the reduction of new residential and non-residential developments has left large tracts of land located throughout the City vacant and undeveloped; and

WHEREAS, the inability of developers to construct new development within the City due to the substantial financial commitment for many projects has restricted the City's revenue through the loss of potential *ad valorem* tax revenue and/or sales tax revenue; and

WHEREAS, in an effort to spur development and associated City revenues, the City Council adopted Ordinance No. 1528 permitting developers to defer development impact fees for certain projects; and

WHEREAS, Ordinance No. 1528 will sunset on June 30, 2015 unless extended; and

WHEREAS, the economic difficulties that necessitated the adoption of Ordinance No. 1528 continue to negatively impact projects and are expected to continue to do so in the foreseeable future; and

WHEREAS, to ensure the continued development of residential and non-residential projects and the receipt of accompanying tax revenue, the City Council wishes to extend Ordinance No. 1528 for an additional two years.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Purpose. The purpose of this Ordinance is to amend Section 6B-110 of the Woodland Municipal Code to extend the City's temporary development impact fee deferral program for an additional two years.

Section 2. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance would temporarily extend a program to allow for the deferral of certain development impact fees and does not propose nor authorize any action that would have the potential to cause a significant adverse effect on the environment. Furthermore, this Ordinance explicitly requires that a project must have completed all environmental compliance requirements in order to be eligible for the deferral of certain development impact fees. Thus, it can be established with certainty that this Ordinance will not have a significant adverse effect on the environment and is therefore not subject to CEQA. Pursuant to the foregoing, a Notice of Exemption has been prepared and completed in accordance with CEQA.

Section 4. Amendment. Section **6B-110** of the Woodland Municipal Code is amended to read in full as follows:

Sec. 6B-110. Expiration. This chapter shall remain in effect until June 30, 2017, and shall thereafter be automatically repealed and of no further force and effect.

The City Council may, at its sole discretion, extend the fee deferral program at any time prior to the expiration date set forth herein.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tom Stallard, Mayor

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

City Attorney

Legislation Text

10.

File #: 16-005, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Second Reading of Ordinance No. _____, related to City Council Procedures**

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, Amending Article 1 of Chapter 2 of the Woodland Municipal Code Related to City Council Members and City Council Procedures.

Staff Contact

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

Background

At the June 16, 2016 Council meeting, the City Council introduced and waived the first reading of an ordinance amending Article 1 of Chapter 2 of the Woodland Municipal Code Related to City Council Members and City Council Procedures.

Conclusion

Staff recommends that the City Council conduct the second reading of Ordinance No. _____, Amending Article 1 of Chapter 2 of the Woodland Municipal Code Related to City Council Members and City Council Procedures.

Prepared by: Ana B. Gonzalez
City Clerk



Paul Navazio, City Manager

Attachment: Ordinance No. _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WOODLAND AMENDING PART A OF ARTICLE
1 OF CHAPTER 2 OF THE WOODLAND MUNICIPAL CODE RELATED TO CITY
COUNCIL MEMBERS AND CITY COUNCIL PROCEDURES**

WHEREAS, the City Council of the City of Woodland has reviewed its Municipal Code concerning the City Council and the running of the City Council meetings; and

WHEREAS, the City Council of the City of Woodland has determined that certain portions of the Municipal Code are either outdated, obsolete, unnecessary, or no longer in compliance with current law; and

WHEREAS, the City Council of the City of Woodland now desires to amend its Municipal Code to make the Code consistent with both its current practices and state law.

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

Section 1. Part A of Article 1 of Chapter 2 of the Woodland Municipal Code is hereby amended to read as follows:

- Sec. 2-1-1. Regular and adjourned meetings.**
- Sec. 2-1-2. Special and emergency meetings.**
- Sec. 2-1-3. Meetings to be public – Exception for closed session.**
- Sec. 2-1-4. Agenda.**
- Sec. 2-1-5. Council correspondence.**
- Sec. 2-1-6. Order of business.**
- Sec. 2-1-7. Quorum.**
- Sec. 2-1-8. Preparation and approval of minutes.**
- Sec. 2-1-9. Presiding officer.**
- Sec. 2-1-10. Powers and duties of presiding officer.**
- Sec. 2-1-11. Rules of debate.**
- Sec. 2-1-12. Synopsis of council member remarks.**
- Sec. 2-1-13. Rules of order.**
- Sec. 2-1-14. Failure to observe rules of order.**
- Sec. 2-1-15. Addressing the council.**
- Sec. 2-1-16. Rules of decorum.**
- Sec. 2-1-17. Enforcement of decorum.**
- Sec. 2-1-18. Motions – Second required.**
- Sec. 2-1-19. Voting procedure.**
- Sec. 2-1-20. Disqualification for conflict of interest.**
- Sec. 2-1-21. Failure to vote.**
- Sec. 2-1-22. Changing vote.**
- Sec. 2-1-23. Reconsideration.**

- Sec. 2-1-24. Reading of ordinances.**
- Sec. 2-1-25. Council Vacancy.**
- Sec. 2-1-26. Adjournment.**
- Sec. 2-1-27. Time limits for meetings.**

Sec. 2-1-1. Regular and adjourned meetings.

The city council shall hold regular meetings on the first and third Tuesdays in each month at the hour of 6:00 P.M. in the council chambers of the City Hall, located at 300 First Street in the city. Any regular meeting may be adjourned to a date certain, which shall be specified in the order of adjournment, and when so adjourned, such adjourned meeting shall be a regular meeting for all purposes. Such adjourned meetings may likewise be adjourned and any meeting so adjourned shall be a regular meeting for all purposes. If by reason of an emergency it is unsafe or impossible to meet in the City Hall, the meetings may be held for the duration of the emergency at such other place as is designated by the mayor or, if he or she fails to act, by three members of the city council.

Sec. 2-1-2. Special and emergency meetings.

Special meetings, including study sessions for the purpose of considering particular issues in depth, may be called at any time by the mayor, or by three or more council members, by delivering written notice to each council member and to each local newspaper of general circulation, radio or television station requesting notice in writing and by posting notice pursuant to Section 1-3-12 of this code. Notice shall be provided in accordance with Government Code section 54956, as it may be amended from time to time. Emergency meetings may only be called pursuant to, and after following the noticing procedures set forth in, Government Code section 54956.5.

Sec. 2-1-3. Meetings to be public—Exception for closed sessions.

All regular and special meetings of the city council shall be public. However, the city council may hold closed sessions during a regular or special meeting, from which the public may be excluded, for the purpose of considering matters that are authorized to be considered in closed session pursuant to the Ralph M. Brown Act (Government Code Section 54950, et seq. (hereinafter “the Brown Act”)). No member of the city council, employee of the city, or any other person present during any closed session of the council shall disclose to any person the content or substance of any discussion which took place during the closed session unless the city council authorizes the disclosure of the information by affirmative vote of at least three council members, and any person making such an unauthorized disclosure shall be subject to all available remedies provided by law, including under Government Code section 54963.

Sec. 2-1-4. Agenda.

The city manager or the city clerk, under the direction of the city manager, shall prepare the agenda. The agenda shall be delivered to councilmembers and the general public no later than the Friday preceding the regular Tuesday council meeting to which it pertains.

Sec. 2-1-5. Council correspondence.

(a) Public Records. Correspondence addressed to the city council, including electronic mail, is subject to disclosure under the Public Records Act unless an exception permitting non-disclosure applies.

(b) Authority of City Manager. The city manager, at his or her discretion, is authorized to open and examine all mail and other written communications addressed to the city council and to give it immediate attention, to the end that all administrative business referred to in the communications and not necessarily requiring council action may be acted upon between council meetings.

Sec. 2-1-6. Order of business.

(a) The business of the council shall be taken up for consideration and disposition in the order as jointly determined by the mayor, city manager, and city clerk for each meeting agenda.

(b) Matters brought before the council that were not placed on the agenda of the meeting may be discussed but shall not be acted upon by the council at that meeting unless action on such matters is permissible pursuant to the Brown Act (Government Code, Section 54950 *et seq.*). Those non-agenda items may either be placed on the agenda for an upcoming council meeting or referred to staff, as directed by the mayor or the presiding officer.

(c) Every regular meeting agenda shall provide an opportunity for members of the public to directly address the council on any item of interest that is within the council's subject matter jurisdiction, but the council may not take action on any item not appearing on the agenda unless otherwise permissible under the Brown Act (Government Code, Section 54950 *et seq.*). Members of the public may also comment on any item on the council's agenda either before or during the council's consideration of the item.

Sec. 2-1-7. Quorum.

Three members of the council constitute a quorum. A quorum must be present to conduct council business.

Sec. 2-1-8. Preparation and approval of minutes.

The city clerk shall have responsibility for preparation of the minutes, and directions for changes in the minutes shall be made only by majority action of the council. The minutes shall be approved by a majority vote of the council.

Sec. 2-1-9. Presiding officer.

(a) Regular, Adjourned Regular and Special Meetings. The mayor is the presiding officer at all regular, adjourned regular and special meetings of the city council. In the absence of the mayor, the mayor pro tempore shall preside.

(b) Absence of Mayor and Mayor Pro Tempore. In the absence of the mayor and the mayor pro tempore, the city clerk shall call the council to order, and a temporary presiding officer shall be elected by the council members present to serve until the arrival of the mayor or mayor pro tempore or until adjournment.

Sec. 2-1-10. Powers and duties of presiding officer.

(a) Participation. The mayor shall serve as presiding officer. The presiding officer is expected to know and understand the parliamentary procedures of the council. The presiding officer shall, with the assistance of the city clerk as necessary, clarify any motion or vote of the council to ensure accurate minutes and inform the public of the action taken. The presiding officer runs the meeting but may move, second, debate and vote from the chair.

(b) Appointment to Other Agencies and Committees. The mayor, with the council's concurrence, shall appoint members of the council to serve on the boards and commissions of other agencies and on other city committees and commissions.

(c) Seating Arrangement for City Council. The mayor shall, following each council election and at such other time as he or she may deem it necessary, establish the seating arrangement of the members of the council and of the city staff.

(d) Signing of Documents. The presiding officer shall sign all ordinances, resolutions, contracts and other documents necessitating his or her signature unless the city council authorized the city manager or other city staff to sign such documents. In the mayor's absence, the person serving as presiding officer may sign such documents.

Sec. 2-1-11. Rules of debate.

The city council adopted and follows Rosenberg's Rules of Order, which govern parliamentary procedure.

Sec. 2-1-12. Synopsis of council member remarks.

A council member may request, through the presiding officer, the privilege of having an abstract of his/her statement on any subject under consideration by the council entered in the minutes. This statement may include the reasons why a council member voted against, or protested, an action of the council.

Sec. 2-1-13. Rules of order.

Except as provided in this chapter and Chapter 1, other rules adopted by the city council and applicable provisions of state law, the procedures of the council shall be governed by majority vote of the council.

Sec. 2-1-14. Failure to observe rules of order.

Rules adopted to expedite the transaction of the business of the council in an orderly fashion are procedural only and the failure to strictly observe such rules does not affect the jurisdiction or authority of the council or invalidate action taken at a meeting that is otherwise held in conformity with law.

Sec. 2-1-15. Addressing the council.

(a) Public Comment. Each person desiring to address the council at a meeting shall first be encouraged, but not required, to fill out a speaker card on which to state his or her full name and home address. When the person's name is called, he or she shall step to the microphone at the lectern, state his or her name, state whether he or she resides in the city, state the subject he or she wishes to discuss, and state whom he or she is representing if he or she represents an organization or other persons. The time for each speaker to address the council shall be limited to three minutes unless changed by the presiding officer. The presiding officer may grant additional time to any speaker, but such action may be appealed to the full council. All remarks shall be addressed to the council as a whole and not to an individual member. No question shall be asked a council member or a member of the city staff without the permission of the presiding officer.

(b) Spokesperson for Group of Persons. In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group to address the council and, in case additional matters are to be presented by any other member of the group, to limit the number of persons addressing the council.

(c) Public Hearings. No person will be permitted during a public hearing to speak about matters or present evidence that is not germane to the matter being considered. A determination of relevance shall be made by the presiding officer, but may be appealed to the full council. After a public hearing is closed by the presiding officer after stating that "if there is no objection by a council member, the public hearing is closed," or the public hearing is closed upon motion, second, and majority vote of the council, no member of the public shall address the council from the audience on the matter under consideration unless the public hearing is re-opened upon motion, second, and majority vote of the council.

Sec. 2-1-16. Rules of decorum.

(a) Council Member. While the council is in session, the members must preserve order and decorum, and a member may, neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the council, nor disturb a member while speaking or refuse to obey the orders of the presiding officer.

(b) Staff. Members of the city staff and employees shall observe the same rules of order and decorum applicable to the city council.

(c) Disruptive Members of the Public. A person, or group of people, who willfully disrupts a meeting in a manner that does not permit the meeting to continue unimpeded may be removed by the city council pursuant to Government Code section 54957.9.

Sec. 2-1-17. Enforcement of decorum.

The chief of police, or such member of the police department as he or she may designate, is sergeant-at-arms of the city council and shall carry out all orders given by the presiding officer for the purpose of maintaining order and decorum at the council meetings. A council member may move to require the presiding officer to enforce the rules and affirmative vote if a majority of the council shall require him or her to do so.

Sec. 2-1-18. Motions—Second required.

A motion by a member of the council, including the presiding officer, may not be considered by the council without receiving a second.

Sec. 2-1-19. Voting procedure.

A vote of the council, including a roll-call vote, may be registered by the members by each member answering “yes” for an affirmative vote or “no” for a negative vote upon his or her name being called by the city clerk.

Sec. 2-1-20. Disqualification for conflict of interest.

Any council member who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the presiding officer state the nature of the disqualification in open meeting. A council member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat, and shall step down from the council table during the debate and not vote on the matter. Except as otherwise provided by law, a council member stating disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of a vote on the matter.

Sec. 2-1-21. Failure to vote.

Every council member should vote unless disqualified by reason of a conflict of interest. A council member who abstains from voting in effect consents that a majority of the quorum may decide the question voted upon.

Sec. 2-1-22. Changing vote.

A member may change his or her vote only if he or she makes a timely request to do so immediately following the announcement of the vote by the presiding officer or city clerk and prior to the time that the next item in the order of business is taken up. A council member who publicly announces that he or she is abstaining from voting on a particular matter may not subsequently withdraw the abstention.

Sec. 2-1-23. Reconsideration.

Notwithstanding any other rule of procedure adopted by the city council, a motion to reconsider or further discuss an item of business previously addressed or acted upon by the council may be made either during the same meeting, a recessed, or adjourned meeting or at the next subsequent council meeting . If the item to be reconsidered was acted upon by a vote of the council, the motion to reconsider may be made only by a council member who voted with the prevailing side.

Sec. 2-1-24. Reading of ordinances.

At the time of adoption of an ordinance it shall be read in full unless a motion to waive further reading is adopted by a majority of all council members present.

Sec. 2-1-25. Council Vacancy

A council member's seat may become vacant pursuant to Government Code section 1770, and the seat may be filled in conformance with state law.

Sec. 2-1-26. Adjournment.

The presiding officer shall adjourn council meetings by stating "If there is no objection by a council member, this meeting is adjourned to closed session or this meeting is adjourned to...." If a council member objects to adjournment, the council meeting shall be adjourned upon motion, a second, and majority vote of the council.

Sec. 2-1-27. Time limits for meetings.

Unless extended by majority vote of the council, no council meeting shall extend beyond 9:00 P.M.

Section 2. Effective Date and Notice. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper

of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council this _____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

11.

File #: 14-872, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Adopt New Job Description for Police Records Supervisor**

Recommendation for Action: Staff recommends that the City Council adopt the new job description for Police Records Supervisor as part of the Woodland Police Employees' Association (WPEA).

Staff Contact

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

Fiscal Impact

This action to adopt the revised job description does not result in any additional budget expenditures, as this position was included in the FY 15/16 budget.

Report in Brief

City staff has evaluated the position of Police Records Supervisor and have found that in order to meet the needs of the Department, a new job description is needed. These changes will allow Departments to be able to better fulfill the needs of the Department to reflect the actual job duties of the position.

Discussion

The new job description, Police Records Supervisor will allow the department to recruit a Supervisor whose main focus is to supervise the daily operation of records. This position replaces the Police Records Supervisor which was part of the Police Department Management Team. The new position is a first line supervisor and as such, this position was reviewed and approved by The Woodland Police Employee's Association (WPEA). The position more closely reflects the duties and responsibilities that are more closely related to police functions, therefore, placement in WPEA is appropriate.

The salary range for this position is \$4,147.18 to \$5,040.95, which is approximately 25% over the Senior Police Records Specialist.

Conclusion

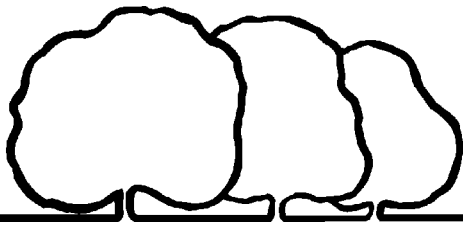
Staff recommends that the City Council adopt the new job description for Police Records Supervisor as part of the Woodland Police Employees' Association (WPEA).

Prepared by: Sheila McShane
Human Resources Manager

A handwritten signature in cursive script, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment: New Job Description for Police Records Supervisor



POLICE RECORDS SUPERVISOR

DEFINITION

This is a non-sworn position within the Police Department. This position is the entry level supervisory position in the records division. This class is distinguished from the Senior Police Records Specialist because they are responsible for all functions of the division. This includes planning, organizing, coordinating and evaluating personnel and work activities of the records division, including the preparation, processing, indexing, storing, retention and disposition of police records.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by a civilian management employee within the Department or their designee. Responsibilities include direct supervision of assigned personnel.

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS

Manage the daily operation of a complex records division to ensure efficiency and compliance with laws, policies, and procedures. Oversee the preparation, processing, storage, retention, destruction and disposition of incident, traffic, and criminal records and warrants. Direct sealing of police records and coordinate the purging of records. Provide systems management, file maintenance, and quality control functions for the Police Department's automated records management system. Ensure that all department records are properly maintained, distributed, filed, and purged in accordance with federal and state guidelines; and appear in court as required to serve as the custodian of such records. Oversee the release of criminal offender record information to interested parties as appropriate. Responds to Subpoena Duces Tecum and Orders to Produce Evidence.

Train, supervise and evaluate personnel. Approve work schedules and leave requests to provide adequate coverage on all shifts for assigned services. Provide technical assistance to records division staff. Monitor and review the workflow of records maintenance and upkeep.

Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work to complete assigned tasks.

OTHER JOB FUNCTIONS

Ensure that goals and objectives for the Police Records division are met. Evaluate current policies and provide, recommendations and implement policies, procedures, and modern management methods and techniques. Maintain and update procedural and related materials. Respond to difficult citizen complaints and requests for information. Prepare and maintain reports, and records. Ensure compliance with policies, procedures and legal mandates. Implements compliance with federal, state, and local mandates for release of information. Testify in court and other legal hearings regarding police records and procedures.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles, codes, regulations and laws governing records management, warrant, and property and evidence of a police department.

Office administration including records management, police practices, and organization.

Basic supervisory principles and practices which include scheduling, assignment, work planning auditing, and evaluation.

Functions and relationships of the criminal justice system, courts and law enforcement agencies.

Customer Service skills to provide a high level of customer service to citizens, other agencies and City Staff.

Manual and automated records management systems, including document image management systems.

Understanding of various criminal justice systems such as CLETS, NCIC, and CAD etc.

Correct English usage, spelling and punctuation.

Skills to:

Administer an effective and legal records management system, including warrants and property/evidence.

Implement departmental policies, rules and instructions relating to front counter services, records, and file maintenance areas.

Read and interpret laws, rules, and regulations relating to records management.

Communicate clearly and concisely, both orally and in writing.

Operate a variety of office equipment including computers, radios and cameras, copiers and fax machines.

Supervise, train and evaluate assigned staff.

Respond quickly and effectively in difficult situations; make decisions with minimal supervision.

Establish and maintain effective work relationships with those contacted in the performance of the required duties.

Ability to:

Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Education and Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education

High School diploma supplemented by college level coursework or specialized training in Business Administration, Criminal Justice, or a closely related field.

Experience:

Four years of increasingly responsible law enforcement administrative duties such as records management experience, including two years of lead or supervisory responsibility similar to a Senior Records Specialist with the City of Woodland. . Prefer experience to be with law enforcement or public safety related records.

License or Certificate:

Possession of a valid California Driver's License.

POST Certificate

Records Supervisor Certificate from POST is desirable. Within 2 years of placement.

ADA COMPLIANCE

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

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 25 pounds of force constantly to move objects.

OTHER REQUIREMENTS

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

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

Legislation Text

12.

File #: 16-006, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: Designate Delegate for the Annual League of California Cities Conference**

Recommendation for Action: Staff recommends that the City Council designate Mayor Pro Tem Marble as a voting delegate representing the City at the Annual Conference of the League of California Cities to be held in San Jose, September 30 - October 2, 2015.

Staff Contact

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

Background

The City Council is asked to consider delegating Mayor Pro Tem Marble who will represent the City as voting delegate to the Annual League of California Cities Conference in September. While this Conference affords Woodland the opportunity to vote on resolutions of importance to cities, the City is committed to reducing expenditures associated with travel and conferences. Therefore, it is recommended that only one voting member be authorized to attend at City expense.

Each year the Council is asked by the League of California Cities to designate a voting delegate and an alternate to cast the City's vote at the general business session of the League's annual conference. Each City regardless of size has one vote at the business session where resolutions on a variety of topics are presented for action. Adopted resolutions become the League program of action for the coming year and in many instances result in legislation being introduced. The designation will be forwarded to the League.

Discussion

It is important for the City to remain active and engaged in the League of California Cities and designate a Council member to act on behalf of the City at the annual conference. The League will be involved in several critical issues affecting California cities this year, including the State budget, the pension reform and various issues associated with public safety and infrastructure. The designated representative will be asked to vote on League resolutions that will form the legislative platform for these issues and many others that will impact California cities.

Conclusion

Staff recommends that the City Council designate Mayor Pro Tem Marble as a voting delegate representing the City at the Annual Conference of the League of California Cities to be held in San Jose, September 30 - October 2, 2015.

Prepared by: Ana B. Gonzalez
City Clerk

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachments



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015
--

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES

League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: **Kayla Gibson**
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

Legislation Text

13.

File #: 16-002, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: PUBLIC HEARING - Waste Management Liens**

Recommendation for Action: Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, "A Resolution Requesting Collection of Charges on Tax Roll".

Staff Contact

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

Background

This annual Public Hearing is held to allow those property owners with delinquent Waste Management accounts for services received, including garbage, recycling and yard refuse pick-up and disposal, and for sweeping of the street, to address the Council prior to the attachment of a lien against their property. The Hearing is required prior to adoption of the Resolution to request the lien attachment. The list is attached to Council packets only for review and will not be placed on the website for general public review.

Before filing a lien with the County, a Public Hearing needs to be held to allow protests of the proposed liens.

The current City Municipal Code Section 23C-4 provides the parameters for garbage and yard refuse disposal and services, while Section 23C-12 discusses the recycling portion of the service as provided by the Waste Management Franchise Agreement.

In 2007 the Waste Management Franchise Agreement was re-negotiated and amended and is substantially in the same format. Council approved that new Agreement with the amendments as presented.

Staff has worked with Waste Management to determine the accuracy of the proposed lien list. Those inaccuracies will be corrected and/or removed from the list prior to attachment of the liens. The City should not be actively involved in discussions regarding the billing itself and refers those questions to the Waste Management staff for resolution. While it is not City responsibility to become involved in the dispute of the billing, staff does attempt to mediate by providing contact information at Waste Management for resolution attempts. The primary role of the City is to obtain approval to attach the lien and to release the lien once verification of payment has been received.

Discussion

The utilization of Waste Management for the issuance of service bills has saved the City a tremendous amount of time and funds to issue and collect such bills.

As this method of collecting past due accounts has saved the City time and money, staff believes that the process should continue. Should Council determine another course of action, the cost factor would need to be considered. It is anticipated that another full time staff member would be required to adequately handle the billing and collection of delinquent accounts. As well, the collection would be subject to the Small Claims Court process which would have further costs associated with that process.

Fiscal Impact

There is little to no fiscal impact to the City to maintain the current process, other than staff time for processing and releasing the liens. The fees for the recordings are attached to the total amount of the lien and the property owner assumes that cost.

Conclusion

Staff recommends that the City Council Conduct the Public Hearing to receive input from property owners and adopt Resolution No. _____, "A Resolution Requesting Collection of Charges on Tax Roll".

Prepared by: Ana B. Gonzalez
City Clerk



Paul Navazio
City Manager

Attachment: Resolution No. _____
Waste Management Lien List available in the City Clerk's Office

Recording requested by
City of Woodland

and when recorded send to:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

RESOLUTION NO. _____

A Resolution Requesting Collection of Charges on Tax Roll

Whereas, the City of Woodland (hereinafter City), requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to an Agreement with Waste Management; and

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

Now, therefore be it hereby resolved by the City Council of the City of Woodland that:

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.
2. The City of Woodland warrants and represents that the taxes, assessments, fees and/or charges imposed by the City of Woodland and being requested to be collected by Yolo County comply with all requirements of State law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).
3. The City of Woodland releases and discharges the County, and it's officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any taxes, assessments, fees and/or charges on behalf of the City.
4. The City agrees to and shall defend, indemnify and hold harmless the County, it's officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the City's said taxes, assessments, fees, and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of

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

5. The City agrees that it's officers, agents and employees will cooperate with the County in answering questions referred to City by the County from any person concerning the City's taxes, assessments, fees and/or charges and that the City will not refer such persons to County officers and employees for response.
6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup it's costs in placing on the tax rolls and collecting taxes, assessments, fees and/or charges, as provided by Government Code Sections 29304 and 51800.

PASSED AND ADOPTED by the City Council this 7th day of July, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

14.

File #: 14-833, Version: 2

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE: July 7, 2015****SUBJECT: PUBLIC HEARING - Establishing the Courthouse Preferential Parking Area for the Area Bound by Third Street, Sixth Street, Main Street, and Oak Avenue, Approval of City-County MOU, and Introduce and Waive First Reading of Ordinance Amending Municipal Code to Change Duration of Parking Permits within Preferential Parking Areas****Recommendation for Action:** Staff recommends that the City Council:

- (1) Conduct a Public Hearing; and
- (2) Approve Resolution No. _____, Establishing a New Preferential Parking Area and Authorizing the City Manager to sign an MOU with Yolo County; and
- (3) Introduce and Waive the first reading of an Ordinance Amending the Municipal Code to Change Duration of Parking Permits Within Preferential Parking Areas.

Staff ContactKatie Wurzel, Principal Civil Engineer- 530-661-5954, katie.wurzel@cityofwoodland.org**Fiscal Impact**

The total anticipated cost of establishment of the preferential parking area is \$10,000, consisting entirely of Road Development funding identified and allocated in the Capital Budget at CIP 95-24.

Background

With the construction of the new Yolo County Courthouse at 1000 Main Street and the anticipated relocation of all courthouse staff and operations this summer, the City has heard concerns from both businesses and residents surrounding the site about the potential impacts to parking in the vicinity of the building. Two auxiliary parking lots for jurors and other courthouse patrons have been constructed at the intersection of Sixth Street and Oak Avenue. Because the parking lots are a little over a quarter mile from the building's front entrance, the surrounding businesses and residents are concerned that courthouse visitors will want to park closer to the courthouse than the provided parking lots. City staff has analyzed the potential parking lots, the available parking around the courthouse, and the anticipated parking demand around the courthouse and agrees that parking in the residential neighborhood surrounding the new courthouse will be affected and that unless parking restrictions are implemented, residents may not have a place to park their vehicles close to their homes.

City Engineering staff have also been coordinating with the City's Police Department and Yolo County as they

are similarly concerned about parking impacts. The Public Safety facility is located south of the new Courthouse, and concerns have been raised about parking impacts at and around that building. Similarly, because the County will not be relocating their offices and are frequent visitors to the court, County staff will also be parking around the courthouse. City staff have been coordinating with the residents and businesses, Police Department, and the County to create the proposed preferential parking area to minimize impacts to the areas adjacent to the new courthouse and also to ensure that each have sufficient parking. In exchange for designated parking areas, the County has agreed to be the permit-issuing agency, consistent with the City's Municipal Code, and have agreed to other implementation terms, which are formalized in the attached MOU.

Pursuant to the terms of the MOU, the City will initially issue permits within the preferential parking area for a period of at least two days. Each permit will be tied to a vehicle's license number and address. The current Municipal Code provides that permits expire one year after issuance. However, both the City and the County desire to provide parking permits without expiration to minimize inconvenience to the residents and minimize costs for the Permit Issuing Agency (Yolo County). Therefore, the proposed ordinance would eliminate the requirement for annual permit renewal. Instead, the permit would be valid until the permit holder relocates or acquires a different vehicle (as permits are tied to vehicle ownership and address). Eliminating this requirement would also be consistent with the City's current practice for its other preferential parking area.

Consistent with the City's Municipal Code, staff presented the proposed Courthouse Preferential Parking Area to the Traffic Safety Commission, which held a public hearing on May 27, 2015, and recommended to the City Council that the Preferential Parking Area be created with no changes from staff's recommendation.

Discussion

City staff is coordinating with court staff to include on their jury summons that parking for the Courthouse is in the lots at Sixth Street and Oak Avenue and for jurors to use East Street to Oak Avenue to access the lots. This direction will minimize the amount of traffic traveling down Main, Fifth and Sixth Streets to access the facility. However, the walking distance required from the parking lots to the facility may cause many patrons and jurors to want to park in the business and residential areas neighboring the Courthouse site rather than at the designated parking lots.

Staff distributed the attached notice letter and map to all affected residents and property owners. The map shows the limits of the proposed preferential parking area. The map also shows the changes from all day parking to loading and timed parking zones, which were approved by the Traffic Safety Commission on May 27, 2015. All of the proposed parking restrictions, limitations, and permit areas will be effective Monday through Friday from 8:00 am until 5:00 p.m. with the exception of holidays. At the time of the writing of this report, City staff has not received any negative comments from the neighboring residents or property owners.

If the area is established, parking permits for the City's public safety staff will be distributed by the Woodland Police Department. Residential permits will initially be issued by the City, for a short period of two days. After that time, Yolo County will be the permit issuing agency for residential permits and will also administer the County and sworn officer parking areas. Receiving a parking permit will not guarantee a parking space within the preferential parking area; it will just permit parking permit holders to park in the area. No permits will be required for marked public safety vehicles in the areas designated for public safety vehicles.

Each permit issued will be associated with a vehicle, and only one permit may be issued for a vehicle. No more than two permits will be issued to one address or parcel within the preferential parking area. Adequate documentation of vehicle ownership and address will be required for permit issuance. The resolution also

provides for exceptions for a third vehicle if the applicant can demonstrate the need for a third permit or if a landowner with a tenant who has two permits also needs a permit. The permits will initially be free, but permit holders who lose or damage their permit will need to pay for a replacement.

County staff has agreed to enforce all of these requirements, and the Yolo County Board of Supervisors is expected to consider the MOU on July 7, 2015. The County has agreed to supply the signs needed for the parking area. The City will post and maintain the signs designating the time and permit restrictions within the preferential parking area and will not begin enforcement of the preferential parking area until the signs have been posted.

City staff is taking a proactive approach to minimize the impact of the new Courthouse facility on the nearby residents and businesses rather than reactively resolve issues after they arise. However, in doing so, there is a need for flexibility in the resolution. As such, the staff recommendation is to establish the proposed preferential parking area with the requirement to revisit the issue after the Courthouse is in operation for at least six months to determine the effectiveness of the changes and to modify the restrictions as necessary.

Conclusion

Staff recommends that the City Council:

- (1) Conduct a Public Hearing; and
- (2) Approve Resolution No. _____, Establishing a New Preferential Parking Area and Authorizing the City Manager to sign an MOU with Yolo County; and
- (3) Introduce and Waive the first reading of an Ordinance Amending the Municipal Code to Change Duration of Parking Permits Within Preferential Parking Areas.

Prepared by: Katie Wurzel, Principal Civil Engineer

Reviewed by: Brent Meyer, City Engineer



Paul Navazio, City Manager

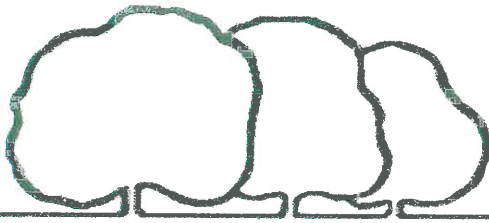
ATTACHMENTS:

Attachment A - Notice/Letter to Area Residents and Preferential Area Parking Map

Attachment B - Resolution Establishing a New Preferential Parking Area and Authorizing the City Manager to sign an MOU with the County

Attachment C - City-County MOU

Attachment D - Ordinance Amending Municipal Code to Change Duration of Parking Permits within Preferential Parking Areas (clean and redlined versions)



City of Woodland

Community Development Engineering 300 First Street, Woodland, CA 95695 (530) 661-5820 www.cityofwoodland.org

Jun 17, 2015

RE: Preferential and Restricted Parking

Dear Resident, Property or Business Owner,

You were recently notified that the City of Woodland is proposing to establish a preferential (permit) parking area surrounding the new Yolo County Courthouse to manage parking associated with the new facility. As proposed, and shown on the included map, the preferential parking area will include a residential parking areas and will establish parking for public safety, county and sworn officer vehicles.

If established, the preferential parking area will restrict parking on public streets within the area between the hours of 8:00 am and 5:00 pm Monday through Friday. Vehicles displaying a valid parking permit, ADA placard or California State exempt license plate will be exempt from the restrictions.

During their meeting on May 27, 2015, the Traffic Safety Commission accepted this proposal and recommended that the City Council establish the proposed preferential parking area. They also recommended that the parking area be re-evaluated after the courthouse is in operation for six months to ensure the parking area as designated is appropriate for the need.

The establishment of the parking area will be determined at the City Council meeting on July 7, 2015 at 6:00 pm in City Hall at 300 First Street, Woodland, CA. During this meeting, the preferential parking area will be presented to the Council, a public hearing held to receive comments from the public and Council will then act on the recommendation to establish the preferred parking area.

As this parking area and the associated parking restrictions will impact your residence, property or business, I encourage you to contact me with any questions or concerns you may have.

Respectfully,

Katie Wurzel, P.E., T.E.
Principal Civil Engineer/City Traffic Engineer
530-661-5820
katie.wurzel@cityofwoodland.org

17 de Junio del 2015

Asunto: Estacionamiento Preferente y Restringido

Estimado Residente, Dueño de Propiedad o Negocio,

Recientemente fue notificado que la Ciudad de Woodland está proponiendo establecer una zona de estacionamiento con permiso en las áreas que rodean el nuevo edificio de la corte del Condado de Yolo para gestionar el estacionamiento asociado con el nuevo edificio. La zona propuesta de estacionamiento preferente y como se muestra en el mapa incluido, incluye áreas de estacionamiento residencial y también establecerá estacionamiento para vehículos de emergencia, del condado, oficiales de policía y alguacil.

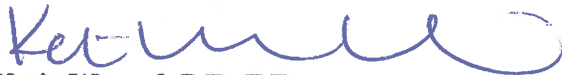
Si se establece, la zona de estacionamiento preferente restringirá el estacionamiento en calles públicas dentro del área establecida entre las horas de 8:00am y las 5:00pm de lunes a viernes. Vehículos mostrando un permiso valido de estacionamiento o una placa de discapacitados estarán fuera de las restricciones.

Durante una reunión el 27 de mayo del 2015, La Comisión de Seguridad de Trafico acepto esta propuesta y recomendó que el Consejo de la Ciudad establezca la zona de estacionamiento preferente. También recomendaron que la zona de estacionamiento sea revaluada después de que el edificio esté en operación durante seis meses, con el fin de asegurar que la zona de estacionamiento designado es apropiado para las necesidades.

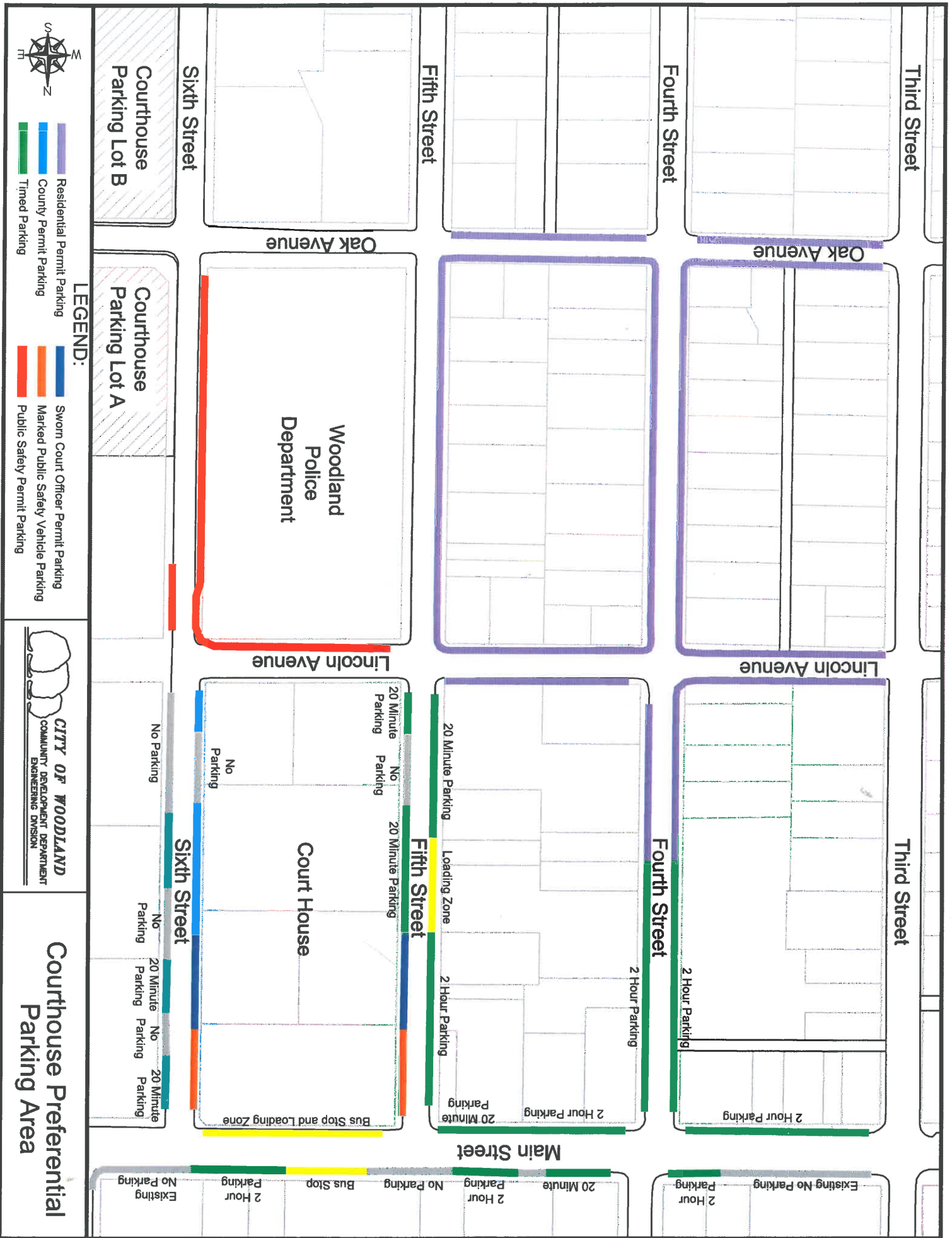
El establecimiento de la zona de estacionamiento preferente se determinara en la reunión del Consejo de la Ciudad el 7 de Julio del 2015 a las 6:00 pm en City Hall el domicilio 300 First Street , Woodland , CA. En esta reunión, la zona de estacionamiento de preferente será presentada al Consejo, una audiencia pública para recibir comentarios del público y el Consejo sobre recomendaciones para establecer la zona de estacionamiento preferente.

Como las restricciones y la zona de estacionamiento afectaran su residencia, propiedad o negocio, lo invito a ponerse en contacto conmigo para cualquier pregunta o preocupación que pueda tener.

Sinceramente,



Katie Wurzel, P.E., T.E.
Principal Civil Engineer/City Traffic Engineer
530-661-5820
katie.wurzel@cityofwoodland.org



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ESTABLISHING THE COURTHOUSE PREFERENTIAL PARKING AREA**

WHEREAS, the Yolo County Courthouse will relocate from 725 Court Street to 1000 Main Street in Woodland, California during the summer of 2015; and

WHEREAS, the parking anticipated to be provided for courthouse users is approximately one quarter mile from the new courthouse; and

WHEREAS, the County has a desire for parking spaces in close proximity to the courthouse to ensure adequate response time and levels of service and the City has agreed to provide the County with permits for parking within the designated area, as shown on the attached map; and

WHEREAS, residents located in close proximity to the new courthouse have expressed concerns about potential parking impacts to the residential neighborhood as such neighborhood is located closer to the new courthouse than the courthouse parking lots; and

WHEREAS, Section 14-7-10 of the City of Woodland's Municipal Code permits the City to establish a preferential parking area; and

WHEREAS, City staff has studied the area that is anticipated to be most affected by the courthouse relocation and determined through qualitative analysis and comparison with current courthouse and parking that the area bound by Third Street, Sixth Street, Main Street and Oak Avenue will be impacted by an additional influx of cars, making it more difficult for residents to park in their neighborhood and has thus determined that this area is eligible to be a preferential parking area; and

WHEREAS, on May 27, 2015, the City's Traffic Safety Commission held a noticed public hearing and at the conclusion of the hearing recommended to the City Council the establishment of a Courthouse Preferential Parking Area, bound by Third Street, Sixth Street, Main Street, and Oak Avenue ("Area") as shown on the attached map; and

WHEREAS, on July 7, 2015, the City Council held a noticed public hearing, notice of which was published in the Daily Democrat at least ten days prior to the public hearing, and considered comments raised by members of the public regarding the proposed preferential parking area; and

WHEREAS, the City Council considered public testimony at the public hearing, did not receive a majority protest against establishing the Area and decided to establish the Area; and

WHEREAS, the establishment of a preferential parking area requires the posting and maintenance of signs, issuing and monitoring of permits, and ongoing enforcement of the preferential parking area; and

WHEREAS, the issuance of parking permits does not imply or guarantee that on-street parking will be available for all permit holders, only that those with valid permits are exempt from the parking restrictions; and

WHEREAS, the County of Yolo has an interest in the orderly management of parking around the new courthouse and desires to be the permit-issuing agent, as that term is used in the Woodland Municipal Code; and

WHEREAS, the City and County have reached an agreement concerning the preferential parking area and the respective roles of the City and County.

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

Section 1. In accordance with Section 14-7-10 of the City's Municipal Code, the City Council hereby establishes the Courthouse Preferential Parking Area, to be bound by Third Street, Sixth Street, Main Street, and Oak Avenue. The Courthouse Preferential Parking Area shall be a permit parking area.

Section 2. The City Council hereby establishes the following rules and regulations for the Courthouse Preferential Parking Area:

1. Parking shall be prohibited in posted areas within the Courthouse Preferential Parking Area between the hours of 8:00 am and 5:00 pm Monday through Friday, except holidays. Vehicles displaying a valid permit, ADA placard, or California State exempt license plate shall be exempt from the no parking restrictions.
2. The City shall post and maintain signs within the public right-of-way or public easement designating the time and permit restrictions within the Courthouse Preferential Parking Area. Enforcement of the no parking restrictions shall not begin until the signs have been posted.
3. The City of Woodland shall perform the initial permit issuance for a period of not less than two (2) days, and after such period, Yolo County General Services shall be the Permit Issuing Agency for issuance, monitoring, and reissuance of the parking permits.
4. No more than one parking permit shall be issued to a motor vehicle. No more than two (2) permits shall be issued to a single address or parcel within the Courthouse Preference Parking Area. No permit shall be issued unless the permit applicant provides documentation to the permit issuing agency that (a) he or she is the lawful owner or tenant at the address (such as a driver's license or utility bill) and (b) he or she is the lawful owner of the vehicle to be issued a parking permit. There shall be no cost for the initial two permits.

5. Exception for a Third Vehicle. If the permit applicant provides documentation that three (3) permits are needed for a particular address or parcel due to the number of vehicles registered to that particular address or parcel, one (1) additional permit may be issued if the permit applicant demonstrates: (a) the applicant is the lawful owner or tenant of the residence; (b) the applicant is the lawful owner of the vehicle to be issued a parking permit; and (c) an additional permit is needed because the driveway and other two issued permits do not provide enough space for the third vehicle to park without a permit. The third permit shall cost no more than \$30.
6. Exception for Non-Owner Occupied Property. If a tenant has already secured two parking permits for the address/parcel, and the owner also wants a permit, the owner shall be permitted to receive one (1) permit upon demonstration of ownership accompanied by a valid rental agreement or lease. Initial issuance will be at no cost. If, however, a third permit has already been issued pursuant to Section 5 above, the landlord shall not be entitled to the third permit authorized under this section 6.
7. Lost permits shall be re-issued at a cost not to exceed \$30 per permit.
8. Any permit holder who damages a permit may have his or her permit replaced at a cost of 50% of the re-issuance cost upon the surrender of the original permit.
9. Under no circumstances shall more than three (3) permits be issued to any parcel without the express written consent of the Police Chief.
10. Permits shall be valid from the date of issuance and shall remain in effect pursuant to the requirements of the Municipal Code.
11. Permits shall be numbered and tracked by serial number, vehicle license plate number, and parcel address to ensure proper, legal use and enforcement of permits.
12. Any property owner who holds a permit and sells the parcel shall surrender the permit to the Permit Issuing Agency upon sale of the applicable parcel.
13. Any tenant who receives a permit from someone other than the City or the permit issuing agency shall bear the responsibility for updating the vehicle license plate number associated with the permit with the permit issuing agency. Upon tenancy termination, the tenant shall surrender the permit to the property owner or property manager.
14. No visitor parking permits shall be issued for the Courthouse Preferential Parking Area.

Section 3. The City Council further approves of the Memorandum of Understanding between the City of Woodland and County of Yolo providing, among other things, for the County to be the permit issuing agency and further authorizes the City Manager to sign the

Memorandum of Understanding with the County of Yolo, subject to any clarifying and conforming changes approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Agreement No. ____ - ____

**Memorandum of Understanding
Between the County of Yolo and the City of Woodland
For the Courthouse Area Preferential Parking Area**

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 municipal corporation under the laws of the State of California (“City”).

RECITALS

WHEREAS, the Yolo County Courthouse will relocate from 725 Court Street to 1000 Main Street in Woodland, California during the summer of 2015; and

WHEREAS, the parking anticipated to be provided for courthouse users is approximately one quarter mile from the new courthouse; and

WHEREAS, the County has a desire for parking spaces in close proximity to the courthouse to ensure adequate response time and levels of service and the City has agreed to provide the County with permits for parking within the designated area, as shown on the attached map (**Exhibit A**); and

WHEREAS, residents located in close proximity to the new courthouse have expressed concerns about potential parking impacts to the residential neighborhood as such neighborhood is located closer to the new courthouse than the courthouse parking lots; and

WHEREAS, Section 14-7-10 of the City of Woodland Municipal Code allows the City to establish a preferential parking area; and

WHEREAS, City staff studied the area that is anticipated to be most affected by the courthouse relocation and determined through qualitative analysis and comparison with current courthouse and parking that the area bound by Third Street, Sixth Street, Main Street, and Oak Avenue will be impacted by an additional influx of cars, making it more difficult for residents to park in their neighborhood and has thus determined that this area is eligible to be a preferential parking area; and

WHEREAS, on May 27, 2015, the City’s Traffic Safety Commission held a noticed public hearing and at the conclusion of the hearing recommended to the City Council the establishment of a Courthouse Preferential Parking Area bound by Third Street, Sixth Street, Main Street, and Oak Avenue (“Area”) as shown on the attached map; and

WHEREAS, on July 7, 2015, the City Council held a noticed public hearing, notice of which was published in the Daily Democrat at least ten days prior to the public hearing, and

considered comments raised by members of the public regarding the proposed preferential parking area; and

WHEREAS, the City Council considered public testimony at the public hearing, did not receive a majority protest against establishing the Area, and decided to establish the Area; and

WHEREAS, the establishment of a preferential parking area requires the posting and maintenance of signs, issuing and monitoring of permits, and ongoing enforcement of the preferential parking area; and

WHEREAS, the County has an interest in the orderly management of parking around the new courthouse and desires to be the permit issuing agency for the City, as that term is used in the Woodland Municipal Code, and now desires to enter into an agreement setting forth the various responsibilities of each party regarding the Area; and

WHEREAS, this MOU formalizes the agreement between the City and County for the establishment, maintenance, and enforcement of the Area and identifies the responsibilities of each party to the other regarding the preferential parking areas.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

AGREEMENT

1. City Commitments. The City of Woodland agrees to:

- A. Perform the initial permit issuance, for a period of not less than two (2) days, to parcels within the residential neighborhood and for Public Safety and County parking spaces within the Area. The City shall provide to County designated parking spaces for County employees to park within the Area, as shown in the attached map (Exhibit A).
- B. After the City's initial permit issuance period, provide to the County a list of all parcels/addresses and permits issued within the Area.
- C. Install and maintain County-supplied signs designating the parking restrictions within the Area.
- D. Enforce all applicable codes and laws pertaining to the Area.

2. County Commitments. The Yolo County General Services Department agrees to:

- A. Provide signs for City installation designating restrictions within the Area.
- B. After the City's initial permit issuance period, act as the permit issuing agency for Area for all permit uses for the term of the Agreement.

C. Comply with the following permit issuance guidelines :

1. No more than one parking permit shall be issued to a motor vehicle. No more than two (2) permits shall be issued to a single address or parcel within the Area. No permit shall be issued unless the permit applicant provides documentation that he or she is the lawful owner or tenant at the residence (such as a driver's license or utility bill) and documentation of ownership of the vehicle to be issued a parking permit. There shall be no charge for either of these two permits.
2. Exception for a Third Vehicle. If the permit applicant can provide documentation that three (3) permits are needed for a particular address or parcel due to the number of vehicles at that particular address or parcel, one (1) additional permit may be issued if the following can be demonstrated: (a) the applicant is the lawful owner or tenant of the residence; (b) the applicant is the lawful owner of the vehicle to be issued a parking permit; and (c) an additional permit is needed because the driveway and other two issued permits do not provide enough space for the third vehicle to park. The third permit shall cost no more than \$30.
3. Exception for Non-Owner Occupied Property. If a tenant has already secured two parking permits for the address/parcel and the owner also wants a permit, the owner shall be permitted to receive one (1) permit upon demonstration of ownership accompanied by a valid rental agreement or lease. Initial issuance will be at no cost. If, however, a third permit was issued pursuant to Section 2.C.2. above, the landlord shall not be entitled to the third permit authorized under this Section 2.C.3.
4. Lost permits will be re-issued at a cost not to exceed \$30 per permit.
5. Damaged permits will be replaced at 50% of the re-issuance cost upon the surrender of the original permit.
6. Under no circumstances shall more than three (3) permits be issued to any parcel without the express written consent of the Police Chief.
7. Permits shall be valid from the date of issuance and shall remain in effect for a term consistent with the City of Woodland Municipal Code. At the time of execution of this MOU, permits have a term for a year. However, City staff will be asking the City Council to consider deleting the one-year term provision from the Municipal Code.
8. Permits shall be numbered and tracked by serial number, vehicle license plate number, and parcel address to ensure proper, legal use and enforcement of permits.

9. Any property owner who holds a permit and sells the parcel shall surrender the permit to the Permit Issuing Agency upon sale of the applicable parcel.
10. Any tenant who receives a permit from someone other than the City or the County shall bear the responsibility for updating the vehicle license plate number associated with the permit with the Permit Issuing Agency. Upon tenancy termination, the tenant shall surrender the permit to the property owner or property manager.
11. County understands and agrees that any permit issued to the County for a County employee(s) to use shall only be transferrable to other County employees and may not otherwise be given, transferred, or sold.

3. Administration and Dispute Resolution.

- A. The City and County agree to cooperate with each other in establishing, managing, and enforcing the Area.
- B. Following the City's initial period issuing permits, the County agrees to assume full responsibility as the Permit Issuing Agency at no cost to the City. All fees collected by the County shall remain with the County as full compensation for actual costs incurred administering the program.
- C. Should a disagreement arise between the parties, the Yolo County General Services Department Director and the City of Woodland City Engineer shall initially meet to discuss and attempt to resolve the disagreement. In the event such meeting does not result in a resolution, a meeting of the Yolo County Administrator and the City Manager shall occur. If such meeting does not resolve the conflict, the matter shall be taken to the County Board of Supervisors and the City Council before any action or claim may be filed in the Superior Court.

4. Term, Review of Area, and Termination.

- A. Term. The term of this Agreement shall be from the date of execution of this Agreement until the termination of the Area or until earlier termination by either party.
- B. Review of Area. City shall review the effectiveness and use of the preferential parking area after the new courthouse has been in operation for at least six months and evaluate whether any changes may be needed to the preferential parking area. City shall consult with County as a part of that evaluation process.
- C. Termination. This Agreement may be terminated by County at any time, with or without cause, upon 30 days written notice. City may terminate this Agreement for cause and shall provide County with ten (10) days written notice to cure its default. If County does not cure the default within ten (10) days or demonstrate to City that such default cannot be cured within ten days but that County is endeavoring to cure the default, City

shall provide written notice to County of termination. Upon termination, County shall relinquish its parking permits designated for parking spaces within the Area and shall within five (5) working days transmit to City all records, including vehicle and permit information, related to administration of the Area.

5. **Amendments.** Modifications or amendments to the terms of this MOU shall be in writing and executed by both parties.

6. **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 sent via facsimile or electronic mail 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.

City:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Engineer

County:

County of Yolo
120 West Main Street, Suite D
Woodland, CA 95695
Attn: General Services

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.

7. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation of either party to this MOU.

8. **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, but only after following the dispute resolution procedures set forth in Section 3.B. above.

9. **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 written consent of the other party.

10. **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.

11. 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

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____

Approved as to Form:

By: _____
Kara K. Ueda
City Attorney

County of Yolo

By _____
Matt Rexroad, Chair
Board of Supervisors

By _____
Kevin Yarris, Director
Department of General Services

Philip J. Pogledich
County Counsel

By: _____
Carrie Keefe Scarlata
Assistant County Counsel

Exhibit A
Map of Courthouse Preferential Parking Area

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING SECTION 14-7-10.9 OF THE CITY OF
WOODLAND MUNICIPAL CODE RELATING TO DURATION OF
PARKING PERMITS WITHIN PREFERENTIAL PARKING AREAS**

WHEREAS, the City of Woodland may create preferential parking areas within the City and has done so, consistent with Article VII of Chapter 14 of the Woodland Municipal Code for those areas where residents and businesses would have difficulty parking their vehicles close to their residences and businesses without such preferential parking areas and parking permits; and

WHEREAS, the Municipal Code currently provides that permits used in preferential parking areas are valid for one calendar year from the date of issuance and may be renewed annually; and

WHEREAS, the City now desires to amend the Municipal Code to provide that permits in preferential parking areas do not expire after a year but instead remain valid until the permit holder relocates or acquires a different vehicle and also to provide that it is the permit holder's responsibility to contact the permit-issuing agent when the permit holder relocates or acquires a different vehicle.

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

Section 1. Section 14-7-10-.9 of the City of Woodland Municipal Code is hereby amended to read as follows:

14-7-10.9 Application for and duration of permit.

Parking permits shall be valid upon issuance and shall continue until the permit holder relocates or acquires a different motor vehicle. It shall be the permit holder's responsibility to notify the permit-issuing agent of such relocation or change in motor vehicle. Each application or reapplication for a parking permit shall contain information sufficient to identify the applicant, his/her residence address or address of real property owned or leased within a preferential parking area, and the license number of the motor vehicle for which application is made and such other information that may be deemed relevant by the police chief.

Section 2. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council this ____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING SECTION 14-7-10.9 OF THE CITY OF
WOODLAND MUNICIPAL CODE RELATING TO DURATION OF
PARKING PERMITS WITHIN PREFERENTIAL PARKING AREAS**

WHEREAS, the City of Woodland may create preferential parking areas within the City and has done so, consistent with Article VII of Chapter 14 of the Woodland Municipal Code for those areas where residents and businesses would have difficulty parking their vehicles close to their residences and businesses without such preferential parking areas and parking permits; and

WHEREAS, the Municipal Code currently provides that permits used in preferential parking areas are valid for one calendar year from the date of issuance and may be renewed annually; and

WHEREAS, the City now desires to amend the Municipal Code to provide that permits in preferential parking areas do not expire after a year but instead remain valid until the permit holder relocates or acquires a different vehicle and also to provide that it is the permit holder's responsibility to contact the permit-issuing agent when the permit holder relocates or acquires a different vehicle.

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

Section 1. Section 14-7-10-.9 of the City of Woodland Municipal Code is hereby amended to read as follows:

14-7-10.9 Application for and duration of permit.

Parking permits shall be valid *upon issuance and shall continue until the permit holder relocates or acquires a different motor vehicle. It shall be the permit holder's responsibility to notify the permit-issuing agent of such relocation or change in motor vehicle.* ~~for exactly one calendar year from the date of issuance. Permits may be renewed annually upon reapplication in the manner required by the police chief.~~ Each application or reapplication for a parking permit shall contain information sufficient to identify the applicant, his/her residence address or address of real property owned or leased within a preferential parking area, and the license number of the motor vehicle for which application is made and such other information that may be deemed relevant by the police chief.

Section 2. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council this ____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

15.

File #: 16-007, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** July 7, 2015**SUBJECT:** Informational Update on City's Youth Gang Reduction, Intervention and Prevention (YGRIP) Initiative.

Recommendation for Action: Staff recommends that the City Council receive a informational update from the city's current YGRIP Coordinator regarding progress and future plans of the YGRIP initiative.

Staff Contact

Paul Navazio, City Manager - (530) 661-5800

Council Goal - Quality of Life**Fiscal Impact**

The YGRIP program is funded primarily via a professional services contract with Ben Flores, serving as the city's YGRIP Coordinator, in an amount not-to-exceed \$60,000 per year. The contract is funded from a combination of General Fund and Measure J appropriations. Additional funding contributions have been made the Woodland Joint Unified School District (\$15,000) consistent with a three-year funding commitment.

Background

The City's YGRIP Coordinator will provide the Council with an informational update on progress in implementing the workplan developed for the first 18 months of the YGRIP initiative (December 2013 through June 2015).

The Woodland Youth Gang Reduction, Intervention Prevention Initiative is designed as a collaborative involving local community agencies, Yolo County and Woodland city schools, Yolo County Probation Department, Yolo County Sheriff's Department, Yolo County District Attorney's Office, Yolo County Public Defender's Office, Woodland Public Safety Office, Woodland Community Services and the Yolo County YMCA and Chamber of Commerce.

The original initiative began in August of 2011 and then was interrupted for a little over a year. After hiring the YGRIP Coordinator in December of 2014, the most recent initiative efforts were started again in January of 2014.

The development of a collaborative initiative extending across agencies, sectors, and jurisdictions to address increasing concerns regarding youth violence and gang participation will better support a safe community and provide effective services to the City of Woodland. Comprised of public and private agencies, the Youth Gang Reduction, Intervention, and Prevention (YGRIP) initiative will be responsible for making recommendations

for the development and implementation of systemic, evidence-based of strategies targeted towards at-risk youth and their families. Emphasis is being placed on involving conventional professional partners coupled with the engagement of community and faith-based organizations that share a common interest in reducing youth gang membership and curtailing youth violence.

Woodland's YGRIP Mission Statement

Woodland's YGRIP Initiative will support safer communities through an expanded collaborative consisting of professionals and community members committed to reducing youth violence, gang membership, and gang activities through evidence-based strategies centered on three pillars: suppression, intervention and prevention.

The presentation from the YGRIP Coordinator will cover key accomplishments and next steps, to include:

Key Accomplishments:

- Established teams to carry out the initiative: Planning Team, Steering Committee, Operational Team
- Completed YGRIP Brochure
- Completed Yolo County Resource Guide
- Established YGRIP Webpage
- Established Referral Form (About 20 students referred at elementary, middle and high schools, including Esparto Unified School District referral)
- Developed YGRIP Workplan using current YGRIP Goals and Objectives
- Delivered presentations to Chamber of Commerce, Retired Teachers Association, Woodland Ecumenical group, Yolo County Gang Conference
- GREAT Program
- Four Week Summer Program serving close to 20 at-risk youth (Led by Heath Parsons)
- Presentation to Esparto Community School
- CalGRIP grant application completed
- Defined problem with data from schools, probation department, law enforcement
- Began discussions and reached agreement on implementing Woodland PAL Chapter
- Began discussions and secured office space for return of Big Brothers/Big Sisters Program

Next Steps:

- Develop Case Manager capacity
- Establish Mentor Program
- Establish Big Brothers/Big Sisters Program
- Begin Police Athletic League (Currently developing work plan led by Heath Parsons)
- Establish Speaker's Bureau
- Update Webpage
- Update Goals and Objectives
- Revise YGRIP Coordinator Position
- Continue to seek funding (CalGRIP, Other sources)
- Revise Referral Form and present to Yolo County Office of Education and WJUSD administrators

- Continue to update data including community and student surveys

The 18-month contract officially expired at the end of the fiscal year, requiring an extension, subject to Council authorization at a future meeting.



Paul Navazio, City Manager

Attachments:

- 1) YGRIP Workplan
- 2) YGRIP Service Referral Form
- 3) Community Resource Guide
- 4) Background Information
 - a. YGRIP Coordinator Contract (Excerpt) - Scope of Services
 - b. YGRIP RFQ (Excerpt) - YGRIP Coordinator Description
 - c. YGRIP Initiative Formation Document (2012)

**YGRIP Initiative
Action Plan (2014-2016)**

Task	Activity	Timeline	Responsibility	Measure	Comments
1. Hire YGRIP Coordinator	Advertise and Interview	Completed		Temporary Coordinator hired December, 2014	
2. Develop a YGRIP Brochure for students and parents that describes in detail the resources each agency provides that address youth violence and gang activity especially in the areas of prevention and intervention. These resources will include but not be limited to recreational activities, counseling, mentoring and other valuable information determined by the YGRIP Steering Committee.	Design template, gather info from agencies and present to Steering Committee	Completed	Steering Committee YGRIP Coordinator	Completed Brochures Create a community resource list	Sample brochure has been developed by WJUSD Reprographics
3. Update and revise the current City of Woodland YGRIP homepage similar to the webpages developed by the cities of San Jose and Santa Rosa. The webpage will include information such as the YGRIP Initiative, committee meeting dates and times, agendas, minutes and available resources for parents and their children.	Set up YGRIP Link Establish Links for related sites List YGRIP Coordinator contact info	Completed	YGRIP Coordinator		Webpage link has been set up on City of Woodland page
4. Establish regular meetings of the Planning Team, Steering Committee, Operational and Advisory Teams and revise the current YGRIP Initiative.	Establish meeting dates Determine Steering Committee members Organize and facilitate meetings, develop agendas and keep accurate minutes	Completed and meetings are ongoing	Planning Committee		Steering Committee meeting held March 12 Planning committee meetings held 2 x's per month
5. Establish a structural framework for the community collaborative.	Establish working teams Determine membership for each team Establish regular meeting times, agendas and record minutes Complete Agency MOU's	Completed in April 2014	Planning Team Steering Committee YGRIP Coordinator	Membership, timelines and responsibilities of Steering Committee, Advisory and Operational	Team structure has been designed by the Planning Team, membership of the Advisory Group and Operational Team still need to be determined

				Teams	
6. Develop a Work Plan based on the YGRIP Logic Model to include activities to be completed, agencies/personnel responsible for completing the action, specific timelines for completion and measures of success.	Select and approve activities at Steering Committee Meetings (April-June)	Updated	Steering Committee YGRIP Coordinator	Revised Initiative	
7. As part of the plan, review and revise, if necessary, the vision, goals and outcome measures and communicate this to all stakeholders.	Discussion and approval by Steering Committee	Ongoing	Steering Committee Advisory Team YGRIP Coordinator		
8. Develop a service referral process across agencies.		Completed and revised at June 2015 Operational Team meeting			Referral Form has been developed and is based on Santa Rosa's Referral Form
Topics for next 3-6 Months					
9. Determine data to be provided by all participating agencies in order to develop a comprehensive gang/needs assessment for strategic planning purposes. Develop a common language and understanding of gang activities in order to further define the problem.	Gather Data from Law Enforcement CHKS Information Elementary and Secondary Comments Review truancy data, suspension and expulsion info	Ongoing	Steering Committee YGRIP Coordinator Gang Task Force Coordinator	Updated Data Reports	Data gathered from WPD, CHKS survey, meetings with Secondary and Elementary Administrators, suspension/expulsion info from CDE
10. Establish a list of long-term goals for the 2014/15 and 2015/16 fiscal years.	Discussion and approval at Steering Committee meetings Gather input from Advisory Committee	Will update and approve at August meeting	Steering Committee YGRIP Coordinator Advisory Committee	Revised Initiative	
11. Seek grant funding to support the efforts of the YGRIP Plan of Action.	Apply for CalGRIP and seek funding from other grants	Ongoing	Steering Committee, YGRIP Coordinator Input provided by Advisory and Operational Teams		Contacted State Department – RFP will be out in Summer of 2014 – Ernesto Olivares will advise
12. Secure long-range funding and establish a 3-year funding baseline.	Discuss at Steering Committee Meetings Search for Grants on website	Ongoing	Steering Committee Advisory Team YGRIP Coordinator	Sources Longevity of funding commitment	

				By x date we will have y level of funding for z years	
13. Identify agencies who are willing and have the capacity to commit resources.	Clarify the term resources at Steering Committee Meetings Contact select agencies for information on resources	Ongoing	Steering Committee YGRIP Coordinator	Resources listed in brochure	
14. Develop a process to identify at-risk youth.	Discuss with Operational Team and approve Referral Form	Ongoing	Operational Team YGRIP Coordinator	Approved process and referral form	
15. Survey needs as identified by agencies and youth.	Discuss at Operational Team meetings	Surveys to be completed in fall 2015	Operational Team, YGRIP Coordinator	Completed needs assessment	
Topics Warranting Further Discussion					
1. Implement coordinated education campaign within community and schools.	Needs further discussion at Steering Committee and Advisory Team meetings	TBD			
2. Create sustainability plan	Needs further discussion	TBD at Operational and Steering Committee meetings			
3. Implement a community needs assessment	Needs further discussion with Steering Committee	Fall 2015			
4. Develop/Coordinate evidence-based programs and services to address at-risk behaviors in youth	Needs further discussion and clarification at Operational Team Meetings	Ongoing			
5. Expand existing policing mentorship program	Needs further discussion at Steering Committee and Advisory Team meetings	Winter 2015			

Youth Gang Reduction, Intervention and Prevention (YGRIP) Service Referral Form

*See Page 2 for Directions

Referral Information

Form Submitted as Information Only ☐

Referring Agency: _____		Date of Referral: _____	
Contact Person: _____			
Telephone number or email where referring party can be reached: _____			
Name of person being referred: _____		Age: _____ Gender: F M	
Address: _____		English Speaker: Yes No	
Telephone: _____		Language(s) Spoken: _____	
Parent or Guardian: _____		Notified?	Yes No
Person being referred expressed interest in receiving services:		Yes No	School youth attends: _____
Parent or Guardian expressed interest in receiving services:		Yes No	_____

Previous Services Provided

(Provide a brief summary of the services already provided including any relevant family dynamics. Please be sure to include as much background information as possible)

Reason for Referral

(Provide a brief summary of the services needed)

Outcome

(To be completed by agency(s) that accepted the referral for service. Include your agency name and a description of the services provided or other subsequent referrals to other agencies within or outside the initiative)

Distribution

Referring Agency: FAX or e-mail completed referral to the YGRIP Coordinator for distribution.

FAX: 530-661-5813

e-mail: ygripcoordinator@cityofwoodland.org

YGRIP Service Agency(s): Complete the Outcome section and forward as above for tracking purposes.

[For YGRIP Coordinator's Office use only-Referral Number _____]

Youth Gang Reduction, Intervention and Prevention (YGRIP) Service Referral Form

INSTRUCTIONS

The primary purpose of this referral form is to provide a streamlined process for gang prevention and intervention referrals to the Youth Gang Reduction, Intervention and Prevention service providers. While the agencies represented on the YGRIP Operational Team are limited in number, they do have the capacity to identify the most appropriate service agency(s) within or outside YGRIP.

This referral process is not intended to be used for emergency services; instead it is intended for situations where an agency or individual is aware that a person or family is in need of referral services related to gang prevention or intervention.

Persons who are not members of the YGRIP Operational Team need only complete the shaded portion of the referral form.

If you are submitting a referral form, please email it to the YGRIP Coordinator at the following email address: ygripcoordinator@cityofwoodland.org. The shaded areas of the form must be completed in detail before it will be reviewed by the Operational Team. The YGRIP Coordinator will evaluate the referral and forward the request for services to the YGRIP Operational Team for identification of services within or outside the YGRIP Initiative. If you are interested in knowing which agency accepted the referral, you can contact the YGRIP Coordinator at (530) 668-7070.

Section I – Referral Information

This section has two parts and is to be completed by the person making the referral. It includes information on the person making the referral and the person being referred. Please make sure to include a telephone number or e-mail address where you can be reached in the event additional information or clarification is needed. **Please include information regarding family dynamics, as much biographical information as possible and information regarding interests, hobbies and any strategies that have been successful in the past.**

Provide as much information about the person being referred. If the referral is for a family, provide the name of the primary contact and explain in the Reason for Referral section. Provide the best telephone number to contact the person during normal business hours. If the person being referred is a minor, please indicate the name of the parent or guardian and if the parent or guardian has been notified. It is also helpful to know if the person being referred has expressed an

interest in receiving services; as appropriate, please indicate if the parent or guardian has expressed interest in receiving services as well. Indicate if the person speaks a language other than English so that an interpreter can be arranged.

Section II – Reason for Referral

In this section provide a brief summary of the services needed or the circumstances that lead you to believe the person or family is in need of gang prevention or intervention services. For example: A family is dealing with a habitual run away teenage daughter who is associating with known gang members, or a single mother of a teenage boy finds gang graffiti in his bedroom and the teen has been exhibiting signs of alcohol abuse, or a teen or young adult currently involved in gang activity is looking for help in getting out and may be looking for employment training and placement. The key is that the person may be at-risk of gang involvement, or is already involved in high-risk gang activity.

Section III – Outcome

This section is intended **for use by the agency that ultimately accepts the referral for services.** In order to evaluate the success of the referral process, the agency should indicate that they did accept the referral for services or adequate services within the YGRIP Operational Team were not available. If services were not available but a referral was made to an outside service agency, indicate the name of the agency and a contact number where they can be reached for follow up by the YGRIP Coordinator. Every effort should be made to ensure that the new service agency contacts the person or family needing services.

For YGRIP Operational Team Members Only:

If you are making a direct referral to a YGRIP member agency and are completing the form for tracking purposes only, please indicate the name of the agency or agencies which accepted the referral and check the "Form Submitted as Information Only" box at the top of Section I. Referrals checked "Form Submitted as Information Only" will be distributed to the YGRIP Operational Team for review to ensure that all available services have been considered. Additional service should be coordinated through the agency listed in the Outcome Section.



Woodland

Community Resources

2014-15

Compiled by:
Ben Flores, YGRIP Coordinator

TABLE OF CONTENTS

P = Prevention

I = Intervention

S = Suppression

ALCOHOL, DRUG AND MENTAL HEALTH/COMMUNICARE.....	4
I - COGNITIVE BEHAVIORAL INTERVENTION FOR SUBSTANCE ABUSE.....	4
I - INDIVIDUAL THERAPY	4
I - MILHOUS CHILDREN’S SERVICES.....	4
I - SCHOOL SERVICES.....	4
I - SUICIDE PREVENTION OF YOLO COUNTY	4
I - THINKING FOR A CHANGE.....	4
P/I - VICTOR COMMUNITY SUPPORT SERVICES	5
I - YOLO FAMILY SERVICE AGENCY.....	5
I - YOUTH FOR A CHANGE.....	5
WOODLAND COMMUNITY SERVICES.....	5
P - CAMPS AND OTHER SPORTS.....	5
P - WOODLAND BOXING CLUB.....	5
P - WOODLAND LITTLE LEAGUE	5
P - WOODLAND WRECKERS SWIM TEAM.....	5
P - YOUTH BASKETBALL LEAGUE.....	5
P - 3-ON-3 BASKETBALL	6
WOODLAND JOINT UNIFIED SCHOOL DISTRICT	6
AFTER SCHOOL PROGRAMS.....	6
P - ASES	6
P - ASSETS.....	6
ALTERNATIVE EDUCATION PROGRAMS.....	6
I - CACHE CREEK HIGH SCHOOL.....	6
I - INDEPENDENT LEARNING CENTER.....	6
CHILD WELFARE AND ATTENDANCE	7
P - CALIFORNIA HEALTHY KIDS SURVEY	7
I – COMMUNITY DAY SCHOOL	7
I – SCHOOL ATTENDANCE REVIEW BOARD.....	7
OTHER STUDENT SERVICES.....	7
P - GATE	7
I – SECTION 504.....	7
I – STUDENT STUDY TEAM.....	7
WOODLAND POLICE DEPARTMENT	8
I/S - SCHOOL RESOURCE OFFICERS.....	8
I/S – YOLO COUNTY GANG TASK FORCE	8
YOLO COUNTY DISTRICT ATTORNEY.....	8
I - JUVENILE JUSTICE AND ACCOUNTABILITY PROGRAM.....	8
YOLO COUNTY HOUSING.....	9
YOLO COUNTY OFFICE OF EDUCATION.....	9
ALTERNATIVE EDUCATION PROGRAMS.....	9
P/I - CAREER TECHNICAL EDUCATION PROGRAMS.....	9
I - DAN JACOBS.....	9

I - EINSTEIN CENTER	9
I - HEAD START.....	9
I - HOMELESS EDUCATION AND FOSTER YOUTH PROGRAM	10
I - MIDTOWN COMMUNITY SCHOOL	10
YOLO COUNTY PROBATION.....	10
I - JUVENILE COMMUNITY SUPERVISION/PLACEMENT PREVENTION	10
I - JUVENILE RESIDENTIAL PLACEMENT UNIT	10
I - JUVENILE REVIEW BOARD	10
I - PROBATION COMPLIANCE AND PROBATION PROGRAMS	10
I - SUBSTANCE ABUSE AND CRIME PREVENTION ACT	10
YOLO COUNTY YMCA.....	11
YOLO FAMILY RESOURCE CENTER.....	11
P/I - GRIP.....	11
P - PIP	11
P – STEP BY STEP/PASO-A-PASO.....	12
RECREATION PARTNERS.....	11
P – BABE RUTH BASEBALL	12
P – CAL RIPKEN BASEBALL.....	12
P – WOODLAND LITTLE LEAGUE	12
P – WOODLAND SOCCER CLUB.....	12
FAMILY RESOURCE CENTERS - RESOURCES	13
WJUSD DIRECTORY	14

Alcohol, Drug, Mental Health
Communicare Health Center
215 West Beamer
Woodland, CA 95695

Alcohol, Drug and Mental Health

Contact Karen Larsen: Karen.larsen@yolocounty.org
(530)666-8630

Communicare Health Center

Contact Karleen Jakowski: karleenj@communicarehc.org
(530)405-2815

CommuniCare Health Centers - Federally Qualified Health Center services include primary medical and dental health care, behavioral health services, substance abuse treatment, and health education and support services.

- **I-Cognitive Behavioral Interventions for Substance Abuse (CBI-SA)** - A group intervention curriculum developed by the University of Cincinnati Corrections Institute designed for youth who are in moderate to high need in the area of substance abuse. This intervention relies on a cognitive-behavioral approach to teach youth strategies for avoiding substance abuse. The program places a heavy emphasis on skill building activities to assist with the development of cognitive, social, emotional and coping skills.
- **I-Individual Therapy** - Individual therapy is provided as needed, usually once per week, for those clients referred. For low to moderate risk probation youth group curricula such as Thinking for a Change or CBI-SA may be delivered in individual sessions rather than in a group setting to eliminate the mixing of risk levels of youth in treatment. Individual therapy sessions utilize a cognitive behavioral approach and will provide client's and their family with, at the minimum, psycho education regarding issues bringing client to treatment, relaxation techniques, emotion regulation skills and cognitive coping techniques.
- **I-Milhou's Children's Services** - A residential treatment facility for children and adolescents. Diagnosis includes psychotic disorders, depressions, traits of personality disorders, and attention disorders.
- **I-School Services** - Our Adolescent Services Team has partnered with our local school districts to provide support to students struggling with substance abuse. Individual and group services are offered utilizing a Cognitive-Behavioral and Motivational Enhancement approach. These services are available to Washington Unified School District (Yolo High School) students as well as students served through the Yolo County Office of Education (Midtown Community School, Einstein Education Center, and the Dan Jacobs School in the Juvenile Detention Facility).
- **I-Suicide Prevention of Yolo County** - Provides crisis prevention and intervention, education and community outreach services to Yolo County residents.
- **I-Thinking for a Change (T4C)** - T4C is an Evidence-based, integrated, cognitive behavioral change program for youth that includes cognitive restructuring, social skills development, and the development of problem solving skills. The program is

expected to improve the youth's ability to deal with problem situations. It is expected that the youth's risk to recidivate will be reduced and that the youth's skills and attitudes will be impacted.

- **P/I-Victor Community Support Services (VCSS)** - A community-based focused agency delivering mental health and family support services in the homes, schools and communities in which people live. VCSS delivers programs ranging from prevention and early intervention to highly intensive home-based services designed to prevent residential and other institutional placements.
- **I-Yolo Family Service Agency (YFSA)** - YFSA provides preventative and therapeutic mental health care to individuals and families. Core services include professional counseling in both English and Spanish for children, families, couples, and individuals coping with issues such as marital difficulties, parent/child conflict, depression, anxiety, the effects of trauma and abuse, custody and divorce, and grief and loss.
- **I-Youth for Change** - A non-profit, public benefit organization providing comprehensive treatment, including but not limited to Therapeutic Behavioral Services (TBS), Wraparound Services, Parent-Child Interaction Services, and School-Based Counseling.

Woodland Community Services
2001 East Street
Woodland, CA 95776

Woodland Community Services

Contact-Christine Engel: christine.engel@cityofwoodland.org (530)661-2000

Dallas Tringali: dallas.tringali@cityofwoodland.org

- **P-Camps and Other sports** - Youth and teen summer camps, after school middle school programs, Tennis, Martial Arts, Basketball, Night Hoops.
- **P-Woodland Boxing Club** - The gym is equipped with a standard 20' amateur boxing ring, 5 heavy punching bags, 3 timing bags, and 3 speed bags. All boxing classes are on an ongoing, monthly basis. Boxing hand wraps are recommended before participants begin their workout. This class is held at Yolano Recreation Center 1285-B Lemon Avenue.
- **P-Woodland Wreckers Swim Team** - The Woodland Wreckers is a developmental swim team for kid's ages 5-18. Swimmers must be able to swim at least one length of the pool (25 yards) without assistance in order to be eligible for the team. Swimmers learn the four competitive swimming strokes and compete in swim meets throughout the summer.
- **P-Youth Basketball League** - This developmental basketball league focuses on enhancing skills and playing the game in a fun environment. Registration opens on September 4. Sign up on or before October 29 and save \$10 on your fee. Registration deadline is November 12 (late registration add \$10) Evaluation days take place on November 18. Weeknight practices start December 1 (days/times TBD) and Saturday games take place at the Woodland Community & Senior Center gymnasium, 2001 East St. *Dates, times and locations are subject to change.

- **P-3-on3 Basketball** - Youth are encouraged to play in a free basketball tournament held at the Woodland Community & Senior Center in September. In collaboration with the YGRIP (Youth Gang Reduction, Intervention, and Prevention Program) and the Woodland Police Department, the City of Woodland hosts the Annual 3-on-3 Basketball Tournament. Players age 11 and up can pre-register their own team of 2 to 3 youth and 1 to 2 adults. Many of the adult players are volunteers from multiple law enforcement agencies, so youth players can also register on their own to be placed on a team.

**Woodland Joint Unified School District
435 Sixth Street
Woodland, CA 95695**

After School Programs

- **P-ASES** - (Contact: Dennis Silva: Dennis.silva@wjusd.org (530) 406-3252
ASES serves K-6 Students from immediately after school until 6:00 p.m. daily. Services provided include tutoring, physical education and a variety of electives. Every ASES school has a homework period, a music class, a variety of recreation and enrichment activities, and a daily snack. ASES schools are in the process of developing a Soccer League as well as a Basketball League.
- **P-ASSETS** - (Contact: Adelita Serena: aserena@yolofrc.org (530)406-7221
ASSETS after school program serves 9-12 grade students enrolled at either one of the comprehensive high schools. The programs also include case management and clinical counseling and are housed primarily at the high school sites. At times, the services are offered on-site at the Yolo Family Resource Center and other locations throughout Woodland.

Alternative Education Programs

- **I-Cache Creek High School** is Woodland Joint Unified School District's continuation high school. The school serves students who are experiencing truancy, deficiency in graduation credits, disciplinary issues or are voluntary transfers. The five-acre campus is located in the rural town of Yolo, just north of Woodland, off of Interstate 5. Cache Creek High School enrolls 180 tenth through twelfth grade students. The school currently serves students in Woodland and the neighboring towns of Knights Landing, Zamora, and Yolo.
Contact: Jesse Tafolla: jesse.tafolla@wjusd.org (530)662-4331
- **I-Independent Learning Center (ILC)** - Established in 1988, ILC was designed to create a self-educational program for pupils whose needs may best be met through study outside of the traditional classroom setting. The ILC serves a broad set of student educational needs. Enrollment must be a voluntary placement. - Contact: Angelina Arias Angelina.arias@wjusd.org (530)666-0264

Child Welfare and Attendance

Child Welfare and Attendance (CWA) was implemented at Woodland Joint Unified School District to coordinate services that allow students and families to be successful in school and life in general. CWA will provide services to students and families who are: truant, expelled, dis-enrolled, drop outs, on probation, homeless, Foster Youth.

Contact: Hector Molina: hector.molina@wjusd.org (530)406-3150

- **P-California Healthy Kids Survey (CHKS)** - This survey provides essential and reliable health risk assessment information specific to students in the Woodland Joint Unified School District. CHKS is designed to be part of a comprehensive, data driven decision-making process to help guide the development of a more effective health, prevention, and youth development program. The survey is administered every other year to students in Grades 5, 7, 9, and 11, and to all students in non-traditional programs.
- **I-Community Day School** - The mission of the Community Day School is to keep K-6 students in the public education system during periods when they are experiencing difficulties. Programs are tailored to individual needs and intended to provide the foundation for educational success. Community Day School is currently located on the Dingle Elementary campus.
- **I-School Attendance Review Board (SARB)** - Woodland Joint Unified School District operates a Student Attendance Review Board (SARB) process designed to support children and families in maintaining positive school attendance patterns which allow students the maximum opportunity to learn.

Other Student Services (Contact School Directly)

- **P-GATE** - The purpose of the Gifted and Talented Education (GATE) program is to provide challenging curriculum and instruction for students who are capable of achieving at a level significantly beyond that of their chronological peers.
- **I-Section 504** -Section 504 is a part of the Rehabilitation Act of 1973 that prohibits discrimination based upon disability. Section 504 is an anti-discrimination, civil rights statute that requires the needs of students with disabilities to be met as adequately as the needs of the non-disabled are met. As defined by federal law: "An individual with a disability means any person who: (i) has a mental or physical impairment that substantially limits one or more major life activity; (ii) has a record of such an impairment; or (iii) is regarded as having such an impairment" [34 C.F.R. §104.3(j)(1)].
- **I-Student Study Team (SST)** – SST is a school site team consisting of teachers, parents, counselors, student and administrators to review student progress and make recommendations for success.

**Woodland Police Department
1000 Lincoln Avenue
Woodland, CA 95776**

Woodland Police Department-School Resource Officers

Contact: Omar Flores - email: Omar.Flores@cityofwoodland.org

Jason Drobish - email: Jason.drobish@cityofwoodland.org

School Resource Officers

- **I/S-The School Resource Officer (SRO)** in collaboration with school officials investigates cases of fighting, drugs, weapon possession, gang involvement, and child abuse. The SRO has actively pursued students who are truant and helped get these students back into school. The SRO has also investigated and arrested parents that allowed or caused their children to be truant from school.

Yolo County Gang Task Force

Contact – Aaron Delao: email – aaron.delao@cityofwoodland.org (530) 661-7845

- **I/S-The Yolo County Gang Task Force** is an alliance of peace officers, probation officers, parole agents and prosecutors whose common objective is to provide targeted intelligence gathering, enforcement, investigation and vertical prosecution in the area of criminal street gangs. The Yolo County Gang Task Force alliance is a highly specialized team approach with the goal of providing services to participating and/or requesting agencies in order to guarantee the most efficient arrest, investigation and prosecution of hardcore gang members, many of whom operate across jurisdictional lines.

**Yolo County District Attorney
301 Second Street
Woodland, CA 95695**

District Attorney's Office

Contact: Rob Strange – email: rob.strange@yolocounty.org

- **I-Juvenile Justice and Accountability** -The main goal of the program is to reduce juvenile offending through accountability-based programs focused on both the offender and the juvenile justice system. The objective is to ensure that states are addressing 1 or more of the 16 purposes areas and receiving information on best practices from OJJDP. The basic premise underlying the program is that both the individual juvenile offender and the juvenile justice system must be accountable. In implementing the program, OJJDP seeks to reduce juvenile offending through both offender-focused and system-focused activities that promote accountability.

Yolo County Housing
147 West Main Street
Woodland, CA 95695

Yolo County Housing

Contact Lisa Baker: ybaker@ych.ca.gov (530)662-5428

- **Yolo County Housing** is dedicated to working together to provide quality affordable housing and community development services to all within its service area

Yolo County Office of Education
1280 Santa Anita Court
Woodland, CA 95776

Yolo County Office of Education

Contact: Lori Perez - lori.perez@ycoe.org (530)668-3776

Alternative Education Programs

Contact: Debra Wellbrock – debra.wellbrock@ycoe.org (530)668-3091

- **P/I-Career Technical Education Programs** – Career Technical Education (CTE) courses are offered for students in California 15 industry sectors. Students enrolled in capstone CTE courses are equipped with the knowledge and skills to enter entry-level employment or feed into CTE pathways at postsecondary institutions. For a list of CTE courses please go to www.ycoe.org
- **I-Dan Jacobs** – Educational facility for students in Juvenile Hall.
- **I-Einstein Center** - The mission of the Einstein Education Center is to offer an alternative competency-based route to a high school diploma for youth who have left school or are not succeeding in traditional high schools.
- **Head Start/Early Head Start** - The Head Start/Early Head Start Program provides services for children ages 0-5 years and their families living in Yolo County. The program embodies a comprehensive approach, which includes education, health, nutrition, social services and parent involvement. The program is designed for low-income families and is based on the philosophy that a child benefits from a comprehensive interdisciplinary program which fosters optimum growth and development and which remedies problems through a broad range of services. Involvement of the child's entire family, as well as the community is critical. The Head Start Program has centers in Woodland, West Sacramento, Winters and Esparto. For additional information contact: (530) 668-3001 or Gail Nadal, Director at (530) 668-3773

- **I-Homeless Education and Foster Youth Program**
Contact: Jessica Larsen – jessica.larsen@ycoe (530) 668-3791
Students and parents are offered assistance with school enrollment, attendance and academic success, obtaining school and immunization records, referrals to community resources that assist with food, shelter and clothing and transportation. Further assistance to help kids attend school includes the provision of school supplies, referrals to tutoring services and parent consultation, which includes the discussion of educational rights and responsibilities. The programs also ensure that the rights of Foster Youth are being protected in accordance with AB 490.
- **I-Midtown Community School** - School districts in Yolo County may recommend students who have been expelled, truant, or have frequent behavior problems to the Midtown Community School. Students will experience a learning environment designed to develop strong positive relationships between students and staff, to provide a safe and engaging learning environment, and to develop their talents. In addition, students are prepared for transition to their next phase of learning, either through return to their home school, advancement to the Einstein Education Center, entrance to college-level training, or entry to the workforce.

**Yolo County Probation
2780 East Gibson Road
Woodland, CA 95776**

Yolo County Probation Department

Contact - Cynthia Anenson: cynthia.anenson@yolocounty.org (530) 406-5320

- **I-JUVENILE COMMUNITY SUPERVISION/ PLACEMENT PREVENTION** -To protect the public while minimizing juvenile placement out of the parental home and in residential treatment facilities for selected high-risk offenders, doing so by providing coordinated community-based risk reduction services, using a multi-agency approach.
- **I-JUVENILE RESIDENTIAL PLACEMENT UNIT** Contact: Shaunda Cruz:
Shaunda.Cruz@yolocounty.org/ (530)406-5320
Designed to protect the public and provide risk reduction treatment programs by the placement of Juvenile Court Wards in residential treatment facilities, and the monitoring of these wards while in placement.
- **I-JUVENILE REVIEW BOARD** – Contact: Shaunda Cruz
Diversion program for first offender/ low risk group
- **I-PROBATION COMPLIANCE AND ENFORCEMENT PROGRAMS** - Provides public protection by reducing criminal risk behaviors through monitoring and enforcement of terms and conditions of probation.
- **I-SUBSTANCE ABUSE AND CRIME REDUCTION ACT** - Enhances public safety by reducing drug-related crime and improving public health by reducing drug abuse through coordinated case management and intensive supervision, and providing substance abuse treatment to drug offenders ordered to participate by the court.

Yolo County YMCA
1300 College Street
Woodland, CA 95695

Yolo County YMCA

Contact Kelly Hutchison: khutchison@ymcasuperiorcal.org (530)662-1086)

Martina Bautista: mbautista@ymcasuperiorcal.org

- A major emphasis of programming at the YMCA is the healthy development of our youth. We view youth as assets to our community, each with unique strengths, skills and leadership abilities. All young people, regardless of ethnicity, gender, economic, geographic or religious background face choices that can positively or negatively influence their futures and the futures of our communities. Through programs that give children and teens the opportunity to gain leadership skills, core values and an ethic of service, the YMCA empowers young people to make wise and healthy choices.

Yolo Family Resource Center
828 Court Street
Woodland, CA 95695

Yolo Family Resource Center (YFRC)

<http://www.yolofrc.org/>

Contact Bob Ekstrom: bekstrom@yolofrc.org (530-406-7221)

Our youth development programs offer a wide array of social, educational and civic opportunities that foster the innate leadership potential all young people possess. This work is possible through the Woodland Coalition for Youth, a partnership of private and public youth-serving agencies and organizations dedicated to working alongside young people in order to create positive community change benefiting youth. YFRC operates the ASSETS Program, Knights Landing Family Resource Center Homework Club, Yolo FRC Youth News, Yolo County Youth Leaders, Woodland Youth Council, Teens on the Move and general interest skill-building opportunities.

- **P/I-Gang Resistance, Intervention and Prevention (GRIP)** - GRIP is a partnership between the YFRC, Yolo County Office of Education (YCOE), Yolo County Juvenile Probation Department, CommuniCare Health Center and Midtown Community School students and their families. The mission of the program is to confront the dramatic increase in gang proliferation in suburban and rural areas. The objective is to provide students and their families the support to avoid gang involvement and to be successful in school. The project includes intensive case management, counseling, substance abuse treatment groups, functional family therapy and youth engagement activities and programs.
- **P-PIP** is designed to provide support to kindergarten-to-third graders experiencing mild to moderate adjustment difficulties. The goals of the program are to help

students to develop social skills, self-esteem and confidence to prevent the need of specialized help in the future. Through the use of developmentally appropriate, non-directive play activities, PIP helps children transition from home to school, and increases their chances for academic success.

- **P-Step-by-Step/Paso-a-Paso Program** - Step-by-Step focuses on collaboration between the YFRC, Yolo County Children's Alliance and Yolo County Department of Employment and Social Services. The partnership targets families with new mothers or mothers-to-be for home visiting services to promote positive parenting, enhance child health and development and prevent child abuse and neglect. The YFRC provides the clinical supervision, assessment and treatment planning, as well as provides individual and group therapeutic services.

**Recreation Partners
Other Local Sports**

- **P-Babe Ruth Baseball** - Competitive Baseball for students ages 13-15.
Contact: Homer Perez, President - woodlandbaberuth@gmail.com
- **P-Cal Ripken Baseball** - Our league was founded on the belief that in order to be successful at the next levels of Babe Ruth, High School, American Legion, and beyond, players have to receive fundamental baseball instruction at a young age. We feel strongly that the best way to do that is the Cal Ripken program. Please join us in building a great competitive baseball league for our children and our community.
Contact: woodlandcalripken@gmail.com Hotline: (530)666-0731
- **P-Woodland Little League** - An organization that provides a structured Little League Baseball program designed to teach good sportsmanship, and to provide a wholesome recreational activity for youngsters. The overall goal is for everyone to have fun participating and learning baseball fundamentals, to build self-esteem, learn sportsmanship and discipline while giving safety foremost consideration.
Contact: alan.mitchell@ponticelloinc.com
- **P - Woodland Soccer Club** - Contact: Robert Marin, President
info@woodlandsoccerclub.com



Please visit a Family Resource Center in your community
for more resources and activities for your family!

Resources

Parenting Can Be Tough
Finding Help When You Need It Can Be Tougher
It's Okay to Ask for Help!

Call or stop by your local Family Resource Center today for FREE:

- healthy food
- early learning activities for your child
- parent education workshops
- financial planning and tax assistance
- child development assessments
- help finding other services you need

The Center for Families

Formerly known as the Yolo Family Resource Center
<http://www.yolofrc.org>

Woodland

Main Office
828 Court Street, Woodland, CA 95695
Hours: Mon-Fri 8:30 – 5:00
Ph: 530-408-7221

Knights Landing

986 Mill Street, Knights Landing, CA 95645
Hours: Mon-Fri 8:30 – 5:00
Ph: 530-735-1778 x102

Davis

Marguerite Montgomery Elem. School
1441 Danbury Street, Davis, CA 95618
Hours: Mon-Fri 8:00 – 2:00
Ph: 530-759-2159

Yolo

Yolo Branch Library
37750 Sacramento Street, Yolo, CA 95697
Call for Hours
Ph: 530-408-7221

RISE, Inc.

<http://www.riseinc.org>
Also serving rural Yolo County

Esparto

17313 Fremont Ave., Esparto, CA 95627
Hours: Mon-Fri 8:00 – 12:00 & 1:00 – 5:00
Ph: 530-787-3433

Winters

201 First Street, Winters, CA 95694
Hours: Mon-Fri 9:00 – 12:00 & 1:00 – 5:00
Ph: 530-794-8000

Yolo County Children's Alliance

<http://www.yolokids.org>

West Sacramento

637 Todhunter Avenue, Portable 21B,
W. Sac, 95605
Hours: Mon-Fri 8:30 – 4:30
Ph: 916-572-0580

Clarksburg

Delta Elementary Charter School
36230 North School St, Clarksburg, CA 95612
Hours: Tuesdays 9:00 – 4:30
Ph: 530-902-8850 or 916-572-0580

Family Resource Center Partner Organizations

Yolo County Library

226 Buckeye Street
Woodland CA 95695
Ph: 530-868-8005
www.yolocountylibrary.org

Food Bank of Yolo County

1244 Fortna Avenue
Woodland CA 95776
Ph: 530-868-0890
www.foodbankyc.org

Yolo Family Service Agency

455 First Street
Woodland CA 95695
Ph: 530-862-2211
www.yolofamily.org

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
SCHOOL DIRECTORY
2014-2015**

Beamer Park Elementary
525 Beamer Street
Woodland, CA 95695 – 662-1769
Georgina Llamas-Cruz, Principal

Gibson Elementary
312 Gibson Road
Woodland, CA 95695 – 662-3944
Parveen Saenz, Principal

Sci-Tech Academy - Charter
9544 Mill Street – P.O. Box 458
Knights Landing, CA 95645 – 735-6435
Barbara Herms, Principal

Woodland Prairie Elementary
1444 Stetson Street
Woodland, CA 95776 – 662-2898
Scott Clary, Principal

Lee Middle School
520 West Street
Woodland, CA 95695 – 662-0251
Kathleen Leehane, Principal

Woodland High
21 N. West Street
Woodland, CA 95695 – 662-4678
Michelle Seijas, Principal

Independent Learning Center
1400 Pioneer Avenue (Pioneer HS)
Woodland, CA 95695 – 666-0264
Angelina Arias, Administrator

C.E. Dingle Elementary
625 Elm Street
Woodland, CA 95695 – 662-7084
Silvia Tovar, Principal

Rhoda Maxwell Elementary
50 Ashley Avenue
Woodland, CA 95695 – 662-1784
Ricardo Perez, Principal

Tafoya Elementary
720 Homestead Drive
Woodland, CA 95776 – 666-4324
Alison Gardner, Principal

Zamora Elementary
1716 Cottonwood Street
Woodland, CA 95695 – 666-3641
Dr. Kelli Hanson, Principal

Cache Creek High
14320 Second Street – P.O. Box 298
Yolo, CA 95697 – 662-4331
Jesse Tafolla, Principal

Woodland Adult Education
575 Hays Street
Woodland, CA 95695 – 662-0798
Susan Moylan, Principal

K-8 Home Study Program
525 Granada Room D1 (Douglass MS)
Woodland, CA 95695 – 661-2568
Carolynne Bottum, Administrator

Freeman Elementary
126 North West Street
Woodland, CA 95695 – 662-1758
Dr. Eduardo Gonzalez, Principal
Plainfield Elementary
20450 County Road 97
Woodland, CA 95695 – 662-9301
Dr. Armando Olivera, Principal

Whitehead Elementary
624 West Southwood Drive
Woodland, CA 95695 – 662-2824
Lance Van Court, Principal

Douglass Middle School
525 Granada
Woodland, CA 95695 – 666-2191
Derek Cooper, Principal

Pioneer High
1400 Pioneer Avenue
Woodland, CA 95776 – 406-1148
Angelina Arias, Principal

Community Day Program
526 Marshall Room #9 (Adult Ed.)
Woodland, CA 95695 – 406-5940
Hector Molina, Administrator

Dr. Maria Armstrong, Superintendent Central Office – 435 Sixth Street Woodland, CA 95695 – (530) 406-3202		
Lewis Wiley Jr. Assistant Superintendent Business Services Ext. 3220	Vacant Associate Superintendent Educational Services Ext. 3241	Tom Pritchard Assistant Superintendent Human Resources Ext. 3208

EXHIBIT A
Scope of Services

1. Establish regular meetings of key YGRIP committee members and review, revise and or update current YGRIP Logic Model. Develop agendas, keep accurate and current minutes, and develop a method of decision making that is agreeable to all committee members. The YGRIP Coordinator will organize and facilitate all meetings.
2. Establish a list of priorities to be the focal points for the short-, medium, and long-term objectives through the 2013-14 and 2014-15 fiscal years.
3. Review available data provided by the districts, law enforcement or other agencies in order to develop a comprehensive gang/needs assessment for strategic planning purposes. Meet individually with district, law enforcement, and other relevant community agencies to gather insight on concerns, needs and work in progress.
4. Develop evidence based recommendations and policies for youth gang reduction, intervention and prevention.
5. Revise the current YGRIP Logic Model to include specific activities to be completed, agencies/personnel responsible for completing the action, setting timelines for completion and measures of success.
6. Develop one or more YGRIP resource guides students and parents that describe in detail the community resources available to address youth violence and gang activity especially in the areas of prevention and intervention. These resources will include but not be limited to recreation activities, counseling, mentoring and other valuable information.
7. Establish and maintain a web/internet presence for the City of Woodland YGRIP Initiative. The webpage will include revised YGRIP Plan of Action which will contain the mission, vision, goals and objectives, meeting dates and times, agenda, minutes and available resources for parents and their children.
8. Organize and develop ongoing and regular presentations regarding the work and progress on the YGRIP Initiative for the Woodland City Council, Board of Trustees of the Woodland Joint Unified School District, the District of English Language Advisory Committees (DELAC), Faith Based organizations and other organizations that may be recommended by the YGRIP committee.
9. Seek out and secure grant funding to support the efforts of the YGRIP Plan of Action.

YGRIP Coordinator – Description / Scope of Services

Under direction of the Woodland YGRIP Advisory Committee and reporting to the City Manager of the City of Woodland, the YGRIP Coordinator will coordinate and chair all committees and workgroups associated with Woodland's youth violence and gang initiative. For the purposes of developing systematic interventions and strategies to positively impact problems associated with youth gang participation, the YGRIP coordinator will build and manage a collaborative comprised of representatives from city governments, county agencies, local law enforcement, local business, education, health, social service groups, and community and faith-based organizations.

Responsibilities include developing, implementing, and coordinating interagency prevention, intervention, and suppression programs to provide assistance for youth that are gang involved or at-risk of gang involvement. Additionally the YGRIP Coordinator will evaluate goals, policies, and procedures; and monitor the effectiveness of gang mitigation programs; identify and apply evidence-based practices; assess community gang problems and community risk and protective factors; and identify resources to aid in and facilitate intervention and rehabilitation of individuals that are gang involved or at risk of gang involvement.

DISTINGUISHING CHARACTERISTICS

The YGRIP Coordinator position performs administrative and program management responsibilities while reporting to the City Manager. The coordinator should have experience engaging multiple formal and informal community stakeholders, and possess an understanding of generally accepted principles of organizational change and community action.

DUTIES

The information provided below is indicative but not exhaustive of types of duties the YGRIP Coordinator might perform:

- Develop a collaborative business model, identifying vision, goals, objectives, and outcome measure while establishing accountability mechanisms for stakeholder participation; ensure achievement of goals
- Lead planning and project development across member agencies
- Develop evidence-based recommendations and policies for youth gang reduction, intervention, and prevention strategies
- Represent the collaborative by providing regular progress reports regarding assessments and progress on efforts to reduce or eliminate youth gang activity
- Make recommendations regarding Initiative policies and strategies
- Organize and direct a technical assistance team to assist in the assessment of community gang problems, community risk and protective factors, and program evaluation
- Coordinate initiative activities and act as a liaison with other related County and City efforts associated to YGRIP goals
- Coordinate community engagement strategies and develop public awareness documents
- Gather and analyzes data regarding interagency and departmental operations; studies organizational policies, procedures, and budgetary requirements to prepare initiative reports

- Maintain a clearinghouse of information and resources for community members interested in addressing gang crime at a personal or family level
- Coordinate the education of law enforcement, judicial personnel, educators, and public non-profit and faith-based organizations
- Assess organizations at all levels and jurisdictions to determine the potential to support and/or participate in YGRIP programs
- Identifies community resources to aid and facilitate interventions of individuals that are gang involved or at-risk of gang involvement and gang violence
- May supervise, interview, and develop subordinate personnel

KNOWLEDGE, SKILLS, ABILITIES

Knowledge of:

- Current gang-related issues effecting the community of Woodland and surrounding region
- Organizational change, function and structure of public agencies, non-profit entities, and faith-based organizations
- Collaborative process and stakeholder engagement strategies
- Standards, policies, and procedures associated with social services and criminal justice
- Existing local agencies' programs and services (schools, social services, law enforcement, courts/corrections), and local units of government
- Principles and practices of budget preparation
- Gang intervention, prevention, and suppression strategies
- Basic statistical principles, data analysis, and assessment

Skills/ Abilities to

- Bilingual strongly preferred (English & Spanish)
- Experience working within Hispanic communities
- Develop, implement and coordinate programs to gain support, involvement, and contributions from organizations, the business community, and the public
- Forge and institutionalize working relationships with key community partners; a track record in community resource building
- Coordinate efforts of multiple organizations and supervise various community programs
- Handle highly specialized assignments and flexibility to operate in a wide-range of environments
- Strong desire to work with diverse communities and build and lead a team
- Network effectively develop and maintain a collaborative
- Utilize appropriate interpersonal relationships and communication methods to gain acceptance, cooperation, and agreement of a program plan
- Read, understand, and interpret laws and procedures
- Develop policies and procedures
- Communicate effectively both orally and in writing
- Work with high-risk, gang involved populations
- Identify community resources to assist with project implementation
- Analyze problems, develop alternative solutions, project consequences of proposed recommendations, implement strategies in support of project objectives
- Assign, coordinate and schedule the work of departmental staff while determining training needs

- Exercise judgment regarding appropriate information sharing and meet confidentiality requirements
- Set priorities and work independently in the absence of supervision
- Use Microsoft office tools and demonstrate computer proficiency

MINIMUM QUALIFICATIONS:

Education: Graduation with a bachelor's degree from a four-year college or university that is acceptable within the United States' accredited college or university system.

Experience: Four (4) years of full-time, paid experience, or commensurate experience in coordinating, developing and implementing community inter-agency prevention/intervention programs involving at-risk youth.

Substitution: Possession of a master's degree from an accredited college or university that is acceptable within the United States' accredited college or university system may be substituted for two (2) years of the required experience.

OR

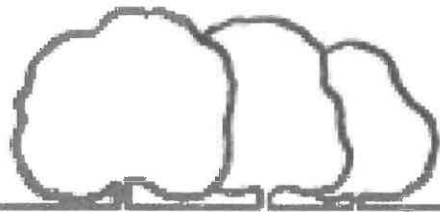
Additional qualifying experience may be substituted for the required bachelor's degree on a year-for-year basis.

License: Position requires incumbent to possess and maintain a valid California driver's license, Class C or higher, to carry out job related duties. Individuals who do not meet this requirement due to physical or mental disability may request reasonable accommodation.

Interest: Must demonstrate interest in and knowledge of local and state criminal justice reform issues. Candidates do not need to be criminal justice experts, but must have facility in working with subject matter experts, front-line personnel, and understand and distill complex information into policy, communication, and implementation strategies.

Environmental Factors:

Incumbents will perform working inside and outside a building, work alone and with others. Incumbents exercise moderate use of fingers and hands while walking, stranding, and sitting for moderate to considerable periods of time; considerable use of eyes and speech is required. Incumbents may also be assigned tasks, which require the physical ability to move freely in confined spaces, scale obstacles, squat, bend, stoop, to search over, under, and around objects, traverse stairs or uneven surfaces.



City of Woodland

Youth Gang Reduction, Intervention and
Prevention Initiative (YGRIP)

September 11, 2012

Prepared by

Sarah Divan, Yolo County Probation

And the Woodland YGRIP Subcommittee:

Art Pimentel, Former Mayor, City of Woodland
Bob Eckstrom, Yolo Family Resource Center
Hector Molina, Woodland Joint Unified School District
Skip Davies, Mayor, City of Woodland
Paul Navazio, Woodland City Manager
Vacant, Yolo County Chief Probation Officer
Rob Strange, Yolo County District Attorney's Office

With input from:

Alvin Henry, Woodland Joint Unified School District
Skip Davies, Mayor of City of Woodland
Christine Engel, City of Woodland
Dale Johnson, Yolo County Sheriff's Office
Dan Bellini, Chief of Police, Woodland Police Department
Debra LaVoi, Superintendent, Woodland Joint Unified School District
Edith Salcedo, H. Chamber
Elli Loera, Woodland Joint Unified School District
Enrique Fernandez, Pioneer High School Football
Frank Velazquez, Holy Rosary
Jim Killion, Church of the Rock
John Littau, The Sanctuary
Jonathan Raven, Yolo County District Attorney's Office
Jorge Ayala, Superintendent, Yolo County Office of Education
Kerry Callahan, Woodland Joint Unified School District
Kristine Stanfill, Yocha Dehe Wiyutuu Nation
Leslie Kendall, Woodland Polytechnic Academy
Noemi Morones, Woodland Joint Unified School District
Olga Nevarez, CCHS/WJUSD
Panna Putnam, Yolo County Office of Education
Susan Cassay, Yolo County Office of Education
Sylvina Frausto, Holy Rosary
Francisco Reveles, CSU, Sacramento
Angela Fairchilds, President, Woodland Community College

Table of Contents

Background	1
Identifying the Problem	1
Previous and Current Mitigation Efforts.....	1
Evidence-Based Framework.....	2
Woodland’s Youth Gang Reduction, Intervention, and Prevention (YGRIP) Initiative.....	4
Purpose	4
Mission	4
Logic Model.....	5
Short Term Action Items	7
Long Term Success	8
YGRIP Organizational Structure	8
YGRIP Coordinator	10

Background

The purpose of this document is to illuminate prevalent youth gang and youth violence issues existing in the City of Woodland and outline current mitigation efforts. Additionally, an evidence-based framework for combating youth gang activities is presented. Of primary importance, the document serves to provide Woodland community leaders with information needed to facilitate the creation of the Youth Gang Reduction, Intervention, and Prevention (YGRIP) Initiative. Based on community leader feedback, vision statements, goals, and long term objectives are presented to serve as the platform for future discussions.

Identifying the Problem

Incorporated in 1871, the City of Woodland is the county seat of Yolo County and located in the Central Valley just 20 miles northwest of Sacramento. With a population of approximately 56,000 over an average 14.5 square miles, Woodland has an expansive agricultural area that contributes to the community's distinct identity.

Law enforcement has documented 12 gangs in Yolo County with membership exceeding 1,000 individuals. Additionally, the Bureau of Justice documented a total of 1,120 juvenile arrests in 2009—609 or 54% of which occurred within the Woodland city limits. Of these juvenile arrests, 27% were for felonies and 62% misdemeanors. With a total of 377 validated members (adults and juveniles) in Woodland alone¹, clearly the community has a responsibility to confront this problem.

While this data only begins to describe gang activities in Woodland, there is recognition that more research is needed to adequately identify an appropriate target population, assess disproportionate contacts, and quantify the true impacts of gangs on youth and families.

A citywide initiative is proposed to enhance existing community resources while supporting and promulgating a collaborative, system-wide approach to reducing youth violence and gang activity/membership. Purposes of the Woodland Youth Gang Reduction, Intervention, and Prevention (YGRIP) Initiative include (1) increasing community collaboration to maximize program/service referrals; (2) developing evidence-based intervention and prevention strategies in conjunction with current suppression efforts; (3) identifying target populations; and (4) secure long-term funding through collaborative partner contributions and the exploration of new grants. Additionally, initial activities will involve hiring a suitable initiative Coordinator who will manage the multi-disciplinary team, establish the project structure, develop strategies, and confirm objectives supported by measurable deliverables.

Previous and Current Mitigation Efforts

Currently, Woodland agencies actively participate in several strategies to mitigate the impacts of gang related activities and reduce youth violence. While this document does not capture all activities, the following provides a brief snapshot of some existing efforts:

1. Yolo County District Attorney

¹ Validated membership figures from January 1, 2011-October 31, 2011

- Established in 2001 and in conjunction with the Yolo Sheriff's Office and city police departments, the Yolo County Gang Task Force is an alliance of peace officers, probation officers, parole agents, and prosecutors whose common objective is to provide targeted intelligence gathering, enforcement, investigation and vertical prosecution of criminal street gangs. The Task Force also provides local agencies with support services to school districts in the area of education, intervention, and prevention.

2. Woodland Police Department:

- **Yolo County Gang Task Force:** Woodland PD has dedicated one sergeant and two full-time personnel since 2001
- **School Resource Officers:** the Department dedicates two full-time officers to deal with issues on the school campuses; participate in gang awareness trainings and provide assistance to school personnel
- **Mentorship:** Woodland PD encourages activities designed to foster positive interactions between officers and youth. For example, the Woodland Police Department's 3 on 3 basketball tournament

3. Woodland Joint Unified Schools District

- **Parental Resources**
 - District English Language Advisory Committee Gang Presentations (offered in Spanish)
 - Parent Gang Prevention Brochure (English and Spanish)
 - Home Visits (provided by School Resource Officer, Woodland PD Gang Unit, and Child Welfare & Attendance)
 - Parent Project Classes (English and Spanish)
- **School Resources**
 - Staff Gang Presentations
 - School Resource Officer and Gang Unit Support
 - Board Policy and Administrative Regulations
 - Do's and Don't Tip Sheet for Teachers
 - Dress Code for Students
 - Elementary Counseling Grant
- **Community**
 - Gang Prevention Resource CD
 - Woodland PD and Yolo Gang Task Force Presentations

Evidence-Based Framework

While there are many strategies to address youth gang issues, much of the related body of literature uses a common framework separating policing and programs into three categories—prevention, intervention, and suppression. Information provided on the three categories is largely extrapolated from Scott H. Decker's report, "Strategies to Address Gang Crime: A Guidebook for Local Law Enforcement" accessed from the Office of Juvenile Justice and Delinquency Prevention website.

Prevention

Targeting at-risk youth, the primary goal of prevention is to stop youth from joining gangs and engaging in gang activity. Efforts typically focus on elementary and middle school aged children. The U.S. Department of Justice's Office of Community Oriented Policing Services suggests there are two kinds of prevention, primary and secondary, that are equally important in creating and implementing effective prevention strategies.

- *Primary Prevention:* efforts that target communities that have high rates of gang membership or violence. Strategies are usually directed at the risk factors impacting youth and families in the community and generally represent the broadest response to gangs as they reach a large number of individuals. Entities executing primary prevention typically include: schools, local government, faith-based organizations, and law enforcement groups
- *Secondary Prevention:* strategies targeted to youth identified as high-risk for gang activities and display early signs of gang membership problem behaviors associated with gang crimes. Community partners are important partners in providing mentoring, empowering, and diversion programs for youth who would otherwise be directed toward gang involvement.

Intervention

As an integral component of successful gang programs, intervention strategies are most effectively applied when paired with prevention strategies. According to Decker and Van Winkle (1996) gang membership begins gradually and is typically less than 3 years; however, gang members engage in more criminal activities and commit more serious crimes than individuals who are marginal members or not involved in a gang. Intervening and providing proactive outlets for youth coupled with behavior change strategies in early stages of gang membership can reduce the frequency and seriousness of offending.

Suppression

Emerging in the 1970s and 1980s, suppression is a common strategy employed by law enforcement agencies and goals often include arrest, effectively prosecute, and remove gang members from society. Researchers have found little evidence demonstrating that primary reliance on this strategy reduces long term gang problems. Despite the acknowledgement that this strategy may be less effective than many prevention and intervention alternatives, law enforcement typically is the only agency consistently resourced and available to respond to community gang problems.

The City of Woodland seeks to evaluate a variety of program options available within the suppression, intervention, and prevention framework. Additionally, there is a desire to collaboratively engage community partners across many jurisdictions to maximize resources, effectively coordinate community services, and develop tools to close identified service gaps and meet the needs of youth at-risk for gang violence, activities, and membership.

Woodland's Youth Gang Reduction, Intervention, and Prevention (YGRIP) Initiative

Purpose

The development of a collaborative initiative extending across agencies, sectors, and jurisdictions to address increasing concerns regarding youth violence and gang participation will better support a safe community and provide effective services to the City of Woodland. Comprised of public and private agencies, the Youth Gang Reduction, Intervention, and Prevention (YGRIP) initiative will be responsible for making recommendations for the development and implementation of systemic, evidence-based strategies targeted towards at-risk youth and their families. Emphasis of is being placed on involving conventional professional partners coupled with the engagement of community and faith-based organizations that share a common interest in reducing youth gang membership and curtailing youth violence. Additionally, the collaborative can capitalize on pooled resources to maximize a continuum of strategies, develop effective referral systems, and ensure services are efficiently provided to at-risk youth and their families.

Mission

Community leaders of Woodland and interested stakeholders have held initial meetings to begin developing a consortium of partners dedicated to addressing gang issues in the surrounding communities. Based on a series of meeting discussions and a survey disseminated on November 3, 2011 the community leaders have identified the following mission statement. Woodland's YGRIP community leaders will continue working together ensure initiative activities and outcomes support this mission.

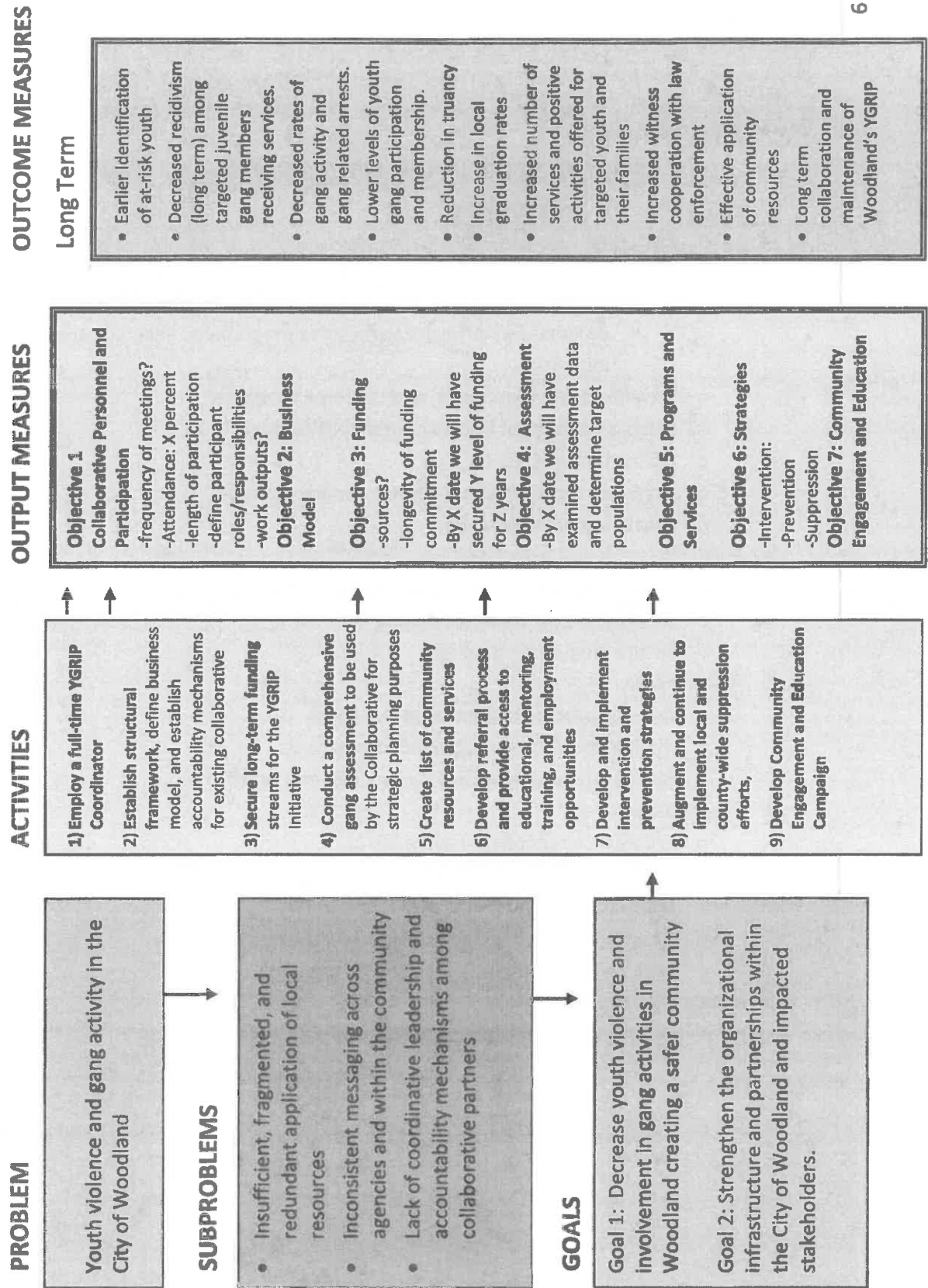
Woodland's YGRIP Mission Statement

Woodland's YGRIP Initiative will support safer communities through an expanded collaborative consisting of professionals and community members committed to reducing youth violence, gang membership, and gang activities through evidence-based strategies centered on three pillars: suppression, intervention and prevention.

Logic Model

In efforts to focus group activities and build mechanisms of accountability for initiative participants, clear goals, objectives, outcomes, and indicator measures must be developed. Community leaders have identified preliminary topics to be considered in the development of a more defined logic model. There is consensus that the initiative presents a unique opportunity to pool community resources, develop assessments, and expand a systemic network that can both engage the community and align service referrals with existing enforcement activities. The logic model presents the problem facing YGRIP, identifies primary goals, initial collaborative activities, and outlines long term outcomes. Partners must collaboratively generate consensus on specific objectives for each activity and then incorporate those objectives into the logic model. Additionally, participants must determine realistic timelines for the initiative.

YGRIP Logic Model



Short Term Action Items

Recognizing a desire on behalf of community leaders to move swiftly and certainly with the youth gang reduction initiative in Woodland, stakeholders have identified priorities to be accomplished within the first implementation year. The following represents only a preliminary discussion of perceived priorities and will require further discussion before moving forward. Additionally, it will be important to evaluate existing resources, identify potential capacity challenges, establish accountability mechanisms, and ensure personnel are appropriately dedicated to YGRIP efforts.

Action Items for Consideration during the First Implementation Year are as Follows:

1. Partnership: The YGRIP Initiative
 - Personnel
 - Hire a YGRIP coordinator who can manage the agency collaborative, relate to youth and families, and understand gang culture
 - Adequately staff partnerships and programs to ensure success and longevity
 - Develop clear vision, goals, and outcome measures
 - Establish structural framework for collaborative
 - Define business model
 - Generate consensus on timelines and benchmarks
 - Create sustainability plan
2. Funding
 - Identify interests who are willing and have the capacity to commit resources
 - Establish 3-year funding baseline
 - Secure long-range funding
3. Assessment
 - Develop process to identify at-risk youth
 - Implement a community needs assessment
 - Survey needs as identified by agencies and youth
4. Programs/Services
 - Create a community resource list
 - Develop/Coordinate evidence-based programs and services to address at-risk behaviors in youth
 - Develop a service referral process across agencies
 - Expand existing policing mentorship programs
5. Community Engagement
 - Develop community engagement and education strategies
 - Develop unified and strong messaging by agencies to deliver to community (i.e. gangs will be strongly opposed in Woodland)
 - Implement coordinated education campaign within community and schools

- Market product to all partners who may require referral services for youth and families in need
- Engage and educate parents regarding youth violence and gangs

Long Term Success

Moving forward, collaborative partners must carefully consider long term success measures and ultimate goals of YGRIP. The group must determine timelines and long term benchmarks in order to demonstrate programs and strategies are achieving desired outcomes, effectively applying resources, and adding public value to the Woodland community. In a survey distributed to participating community leaders on November 3, 2011, preliminary long term outcome measures were identified. The following is a compiled list derived from survey results and is neither inclusive nor concrete but rather serves as a starting point for future discussion:

- Earlier identification of youth at-risk for gang membership
- Increased utilization of prevention and intervention strategies
- Reduction in youth violence and gang activities
- Reduction in gang-related graffiti incidents
- Reduction in number of identified gang members (validated and associated)
- Reduction in truancy
- Reduction in juvenile recidivism
- Increased local graduation rates
- Increase in number of adults leaving gangs
- Increased number of service referrals
- Increased number of positive activities/service available to youth and families
- Increased number of workshops offered in community for parents and youth
- Increased witness cooperation with police when instance of gang violence do occur
- Increased community engagement and awareness, clear messaging
- Elimination of service redundancy across agencies
- Effective application of resources
- Increased funding for anti-gang related activities involving collaborating partners and members of Woodland YGRIP Initiative

YGRIP Organizational Structure

Currently the YGRIP initiative efforts are headed by a committee entitled “Woodland’s Community Leaders.” This body meets monthly and is comprised of community and criminal justice partners across a wide variety of agencies for the purposes of developing the initiative, providing a scope of work, and identifying expectations of the future YGRIP Coordinator. Additionally, this body will serve as the advisory entity to the Coordinator and will serve as the link between initiative efforts and city council members. The Woodland Community Leaders have been meeting monthly since September, 2011.

In addition to the larger Woodland Community Leaders advisory group, a smaller subcommittee was established and meets bi-monthly to expand upon conversations held at the leadership level, research next steps, and submit recommendations to YGRIP leadership. They have been charged with developing project documents and revising the coordinator job description.

Members include:

- Woodland City Mayor, Skip Davies
- Former Woodland City Mayor, Art Pimentel
- Woodland's City Manager, Paul Navazio
- Yolo County District Attorney's Office, Lt. Rob Strange
- Woodland Joint Unified School District, Hector Molina
- Yolo Family Resource Center, Bob Ekstrom
- Yolo County Probation, Interim Probation Officer Marlon Yarber

Moving forward, the initiative will be formalizing current operating structures via memoranda of agreements and project charters. There is an expectation that once hired, the YGRIP Coordinator will formally establish the initiative's organizational structure and identify appropriate subcommittees and/or working groups necessary to meet outlined goals and objectives.

YGRIP Coordinator

Under direction of the Woodland YGRIP Advisory Committee and reporting to the Woodland City Manager, the YGRIP Coordinator will coordinate and chair all committees and workgroups associated with Woodland's youth violence and gang initiative. For the purposes of developing systematic interventions and strategies to positively impact problems associated with youth gang participation, the YGRIP coordinator will build and manage a collaborative comprised of representatives from city governments, county agencies, local law enforcement, local business, education, health, social service groups, and community and faith-based organizations.

Responsibilities include developing, implementing, and coordinating interagency prevention, intervention, and suppression programs to provide assistance for youth that are gang involved or at-risk of gang involvement. Additionally the YGRIP Coordinator will evaluate goals, policies, and procedures; and monitor the effectiveness of gang mitigation programs; identify and apply evidence-based practices; assess community gang problems and community risk and protective factors; and identify resources to aid in and facilitate intervention and rehabilitation of individuals that are gang involved or at risk of gang involvement.

DISTINGUISHING CHARACTERISTICS

The YGRIP Coordinator position performs administrative and program management responsibilities while reporting to the City Manager's Office. The coordinator should have experience engaging multiple formal and informal community stakeholders, and possess an understanding of generally accepted principles of organizational change and community action.

DUTIES

The information provided below is indicative but not exhaustive of types of duties the YGRIP Coordinator might perform:

- Develop a collaborative business model, identifying vision, goals, objectives, and outcome measure while establishing accountability mechanisms for stakeholder participation; ensure achievement of goals
- Lead planning and project development across member agencies
- Develop evidence-based recommendations and policies for youth gang reduction, intervention, and prevention strategies
- Represent the collaborative by providing regular progress reports regarding assessments and progress on efforts to reduce or eliminate youth gang activity
- Make recommendations regarding Initiative policies and strategies
- Organize and direct a technical assistance team to assist in the assessment of community gang problems, community risk and protective factors, and program evaluation
- Coordinate initiative activities and act as a liaison with other related County and City efforts associated to YGRIP goals
- Coordinate community engagement strategies and develop public awareness documents
- Gather and analyzes data regarding interagency and departmental operations; studies organizational policies, procedures, and budgetary requirements to prepare initiative reports
- Maintain a clearinghouse of information and resources for community members interested in addressing gang crime at a personal or family level
- Coordinate the education of law enforcement, judicial personnel, educators, and public non-profit and faith-based organizations

- Assess organizations at all levels and jurisdictions to determine the potential to support and/or participate in YGRIP programs
- Identifies community resources to aid and facilitate interventions of individuals that are gang involved or at-risk of gang involvement and gang violence
- May supervise, interview, and develop subordinate personnel

KNOWLEDGE, SKILLS, ABILITIES

Knowledge of:

- Current gang-related issues effecting the community of Woodland and surrounding region
- Organizational change, function and structure of public agencies, non-profit entities, and faith-based organizations
- Collaborative process and stakeholder engagement strategies
- Standards, policies, and procedures associated with social services and criminal justice
- Existing local agencies' programs and services (schools, social services, law enforcement, courts/corrections), and local units of government
- Principles and practices of budget preparation
- Gang intervention, prevention, and suppression strategies
- Basic statistical principles, data analysis, and assessment

Skills/Abilities to

- Bilingual strongly preferred (English & Spanish)
- Experience working within Hispanic communities
- Develop, implement and coordinate programs to gain support, involvement, and contributions from organizations, the business community, and the public
- Forge and institutionalize working relationships with key community partners; a track record in community resource building
- Coordinate efforts of multiple organizations and supervise various community programs
- Handle highly specialized assignments and flexibility to operate in a wide-range of environments
- Strong desire to work with diverse communities and build and lead a team
- Network effectively develop and maintain a collaborative
- Utilize appropriate interpersonal relationships and communication methods to gain acceptance, cooperation, and agreement of a program plan
- Read, understand, and interpret laws and procedures
- Develop policies and procedures
- Communicate effectively both orally and in writing
- Work with high-risk, gang involved populations
- Identify community resources to assist with project implementation
- Analyze problems, develop alternative solutions, project consequences of proposed recommendations, implement strategies in support of project objectives
- Assign, coordinate and schedule the work of departmental staff while determining training needs
- Exercise judgment regarding appropriate information sharing and meet confidentiality requirements
- Set priorities and work independently in the absence of supervision
- Use Microsoft office tools and demonstrate computer proficiency

MINIMUM QUALIFICATIONS:

Education: Graduation with a bachelor's degree from a four-year college or university that is acceptable within the United States' accredited college or university system.

Experience: Four (4) years of full-time, paid experience, or commensurate experience in coordinating, developing and implementing community inter-agency prevention/intervention programs involving at-risk youth.

Substitution: Possession of a master's degree from an accredited college or university that is acceptable within the United States' accredited college or university system may be substituted for two (2) years of the required experience.

OR

Additional qualifying experience may be substituted for the required bachelor's degree on a year-for-year basis.

License: Position requires incumbent to possess and maintain a valid California driver's license, Class C or higher, to carry out job related duties. Individuals who do not meet this requirement due to physical or mental disability may request reasonable accommodation.

Interest: Must demonstrate interest in and knowledge of local and state criminal justice reform issues. Candidates do not need to be criminal justice experts, but must have facility in working with subject matter experts, front-line personnel, and understand and distill complex information into policy, communication, and implementation strategies.

Environmental Factors:

Incumbents will perform working inside and outside a building, work alone and with others. Incumbents exercise moderate use of fingers and hands while walking, stranding, and sitting for moderate to considerable periods of time; considerable use of eyes and speech is required. Incumbents may also be assigned tasks, which require the physical ability to move freely in confined spaces, scale obstacles, squat, bend, stoop, to search over, under, and around objects, traverse stairs or uneven surfaces.

Legislation Text

16.

File #: 14-866, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** July 7, 2015**SUBJECT:** Authorization to Move Forward with Process to Draft Joint Powers Authority Governance Structure for Housing Authority

Recommendation for Action: Staff recommends that the City Council (1) Authorize the City Manager to appoint a staff representative to a Joint Powers Authority (JPA) working group to negotiate details of the JPA Agreement that would replace the current governance structure for the Housing Authority and (2) Direct the City Manager, or designee, to provide periodic reports to the City Council and to return the final JPA agreement and resolution to the City Council for consideration and adoption.

Staff Contact

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

Fiscal Impact

There is no anticipated required start up cost participation by any member city. Any future debt and liabilities upon any future termination of the Housing Authority would be part of the JPA working group negotiations.

Background

The Housing Authority of the County of Yolo (informally known as “Yolo Housing” or “YCH”) serves the four cities and unincorporated Yolo County in the provision of affordable housing (see attached “Fast Facts” for information on number and type of affordable housing by city and county jurisdiction). Yolo Housing (YCH) is a body both corporate and politic and is a political subdivision of the State of California. In 1950, when YCH was created, the Board of Supervisors created an independent Housing Commission to oversee the authority’s operations. This Board of Commissioners existed until 2006, when concerns over the Authority’s operations resulted in the resignation of the Executive Director and of the members of the Board of Commissioners.

In June 2006, the Board of Supervisors adopted Resolution 06-91 to rescind the February 15, 1950 Resolution and to declare itself to be the Interim Board of Commissioners. Later in 2006, two tenant commissioners were also added to the Board, in conformance with State and Federal legal requirements. From 2006 until 2012, this Board functioned as the Interim Board of Commissioners. The current Chief Executive Officer began with the Agency in November 2006.

In January 2012, the current governance structure of Yolo Housing took effect. The Housing Commission is made up of one representative from each of the four cities, three of whom sit on the Commission with the fourth serving as an alternate. There are two at-large positions who may be residents of any of the four cities or unincorporated County and two tenant commissioners who also serve. The current total of voting members is seven.

Above this Housing Commission is the Board of Supervisors, acting as the Board of Governors. In the current commission structure, the Board of Supervisors makes all appointments to the Housing Commission. The Board of Governors has delegated to the Housing Commission the authority set forth in Chapter 3, Part 2, Division 24 of the Health and Safety Code title, "Housing Operations Law," with the following exceptions, which are rights reserved to them:

The following powers, duties, and functions are not delegated to the Housing Commission:

- (1) Section 3411(a) - Ability to sue and be sued;
- (2) Section 3411(b) - Have a seal and alter it;
- (3) Section 3411(c) - Have perpetual succession;
- (4) Section 34315(d) - Acquisition of real property by eminent domain;
- (5) Section 34316(b) -Purchase of bonds; and
- (6) Section 34325 - Eminent domain authority.

Discussion

On December 17, 2013, the Board of Supervisors directed County and Housing Authority staff to examine alternative organizational structures for the Housing Authority of Yolo County. This direction was intended to create a simplified organizational structure that:

- Eliminates the dependent entity status of the Housing Authority relative to the County, and more accurately reflects the independent operations of Yolo Housing.
- Eliminates duplication of meetings and effort by the Board of Supervisors (functioning as the Board of Governors of the Housing Authority) and the Housing Commission (which has been delegated the majority of operational authority over YCH).
- Retains the ability of the cities and county to participate in decision-making on housing issues and programs of the Authority.
- Allows the cities and county to implement shared services and to approach issues, such as homelessness, on a regional basis.

On May 13, 2014, staff presented analysis on several potential alternative governance structures for the Housing Authority, and recommended that the Board move forward with the creation of a joint powers authority (JPA) to govern the Housing Authority. The Board of Supervisors directed staff to begin working collaboratively with the cities and Housing Authority on the reorganization of YCH into a JPA.

At this time, County and Housing Authority staff has met with every City Manager to discuss the proposed JPA, and the proposal has been presented and discussed at each City/County 2x2 as of December 2014. The County and each of the four (4) cities agreed to move forward with the process and consideration by their

respective city councils.

Next Steps:

1. Present the proposed YCH JPA concept to the City Council for consideration;
2. Authorize the City Manager to appoint a staff member to the JPA working group; and
3. Once all cities have completed this process, YCH will convene the working group to determine the details of the JPA Agreement.
4. The Working Group will develop language for the proposed JPA Agreement, with the support of Housing Authority Counsel. The Working Group will consider the following components when developing the JPA language:
 - (a) Membership of the JPA
 - (b) Governance
 - (c) Responsibilities of participating agencies
 - (d) Make-up of the Board of Directors
 - (e) Terms of the Board members
 - (f) Board Officers
 - (g) Board meeting schedule
 - (h) Staff leadership structure
 - (i) Powers of the Authority
 - (j) Duties and responsibilities of the Authority
 - (k) Finance
 - (l) Funding sources
 - (m) Budget process
 - (n) Debts and liabilities
 - (o) Termination of the Authority
 - (p) Withdrawal or expulsion of members
 - (q) Indemnification
5. When draft language has been agreed upon by the Working Group, it will be presented to the Board of Supervisors for consideration and adoption. At this time, the Board will also adopt an ordinance that repeals the existing County code relating to the housing authority, and replaces it with a new County code that authorizes creation of a Yolo Housing JPA.
6. Following Board approval, the JPA Agreement will be presented to each of the city councils for adoption. Prior to adoption of the JPA Agreement, each City will separately need to adopt a resolution declaring the need for a Housing Authority within the City (this is a requirement of the Health and Safety Code for an incorporated city that would like to be party to a Housing Authority JPA).

Actual timing for the process is dependent on when each city appoints its working group member, the length of time required to negotiate the JPA Agreement and the final adoption process. However, it is anticipated that the JPA formation would take effect no later than November or December 2015. Actual formation could take effect earlier.

Conclusion

Staff recommends that the City Council (1) Authorize the City Manager to appoint a staff representative to a Joint Powers Authority (JPA) working group to negotiate details of the JPA Agreement that would replace the current governance structure for the Yolo County Housing Authority (known as Yolo County Housing) and (2) Direct the City Manager, or designee, to provide periodic reports to the City Council and to return the final JPA agreement and resolution to the City Council for consideration and adoption.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

Attachment: Fast Facts on Yolo Housing

Yolo Housing (YCH) FAST FACTS May 2015

Yolo Housing is a California Public Housing Authority, providing rental housing, housing subsidies in the private market, grants management and housing and community development activities to the four (4) cities and unincorporated county. It was created in 1950 to meet the needs of providing decent, safe, sanitary and affordable housing to the region. For the year 2014, YCH is a dual national high performer in both Voucher and Public Housing. It has been a national public housing high performer twice and is a five-time national high performer in voucher program management. It has received awards in innovation, administrative achievement, risk management and housing programs.

Governance Structure

Currently **YCH** is governed on a day-to-day basis by the Housing Commission, but also has a Board of Governors above the Housing Commission. The Board of Governors is comprised of the five members of the Board of Supervisors. Some rights of the Authority are currently reserved to the Board of Governors, such as for approvals of authority to bond and to exercise eminent domain. They retain the authority to consider decisions of the Commission and to hire and set compensation of the Chief Executive.

YCH also is an umbrella organization for two additional entities. They are:

New Hope CDC is governed by the same members as the Housing Commission acting as the Board of Directors. There is no Board of Governors.

The **Dixon Housing Authority** is governed by a separate Board of Commissioners appointed by the City of Dixon in Solano County. Dixon Housing Authority is managed by Yolo Housing under contract.

YCH staff serves as the staff to all three entities. Lisa A. Baker serves as the Chief Executive of YCH and Executive Director for the other two entities. Ms. Baker is the fourth Director of YCH in its 65 year history and the first Director of the Dixon Housing Authority in its 69 year history. She has been in place since November 2006.

Major Programs

YCH operates several programs. The three largest are: HUD's **Housing Choice Vouchers**, HUD's **Low Income Public Housing** (also known as Low Rent Housing or Conventional Housing) and California Office of Migrant Housing and USDA **Seasonal Farm worker Housing**. Additional programs include senior and market rate housing through the **State Rental Housing** program, permanent **farm worker housing** through USDA, **transitional housing** through Mental Health Services Act funding, management of **off-campus student-oriented cooperative** living and **tax credit partnerships**.

Financially, YCH, its affiliates and subsidiaries operate on an Enterprise fund and Modified Accrual basis.

Helpful Statistics

YCH and its affiliates are not only programs, but also capital assets, infrastructure and people. Together they have a large population of approximately 6,500 constituents and a large amount of infrastructure scattered over approximately 1,100 square miles. YCH and New Hope provide services to residents, both through in-house staff and through partnership agreements, designed to help create stability, security and upward mobility for its residents and participants.

Housing, Locations and Statistics

The **Housing Choice Voucher** program has an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD) for up to 1,737 vouchers. 75% of all new admissions are required to be below 30% of median income. YCH is allowed to lease to either the full ACC number or the number that can be funded by budget authority. Currently, YCH's budget will cover approximately 1,600 families. That number changes regularly based on funding from HUD, the amount of program turnover by families leaving the program and the average amount it takes to assist an individual family. Due to the financial downturn, the monthly assistance to an individual family rose from \$490 per family in July 2007 to \$635 per family in January 2012, an increase of 30% in less than five (5) years. Currently, the **average HAP is approximately \$593**. Families receive a fixed subsidy based on subtracting 30% of adjusted monthly income from a locally-adopted Payment Standard based on bedroom size and federally-determined Fair Market Rent (FMR).

The **Low Income Public Housing** program has 431 units of assisted rentals. 60% of new admissions are required to be below 30% of median income. Families pay 30% of adjusted income for rent, less a utility allowance for tenant-paid utilities. The properties were acquired and developed with assistance from HUD and receive an annual operating subsidy to help cover operations costs and an annual Capital Fund grant to help make physical improvements and cover operations. YCH rental properties have an average annual occupancy rate of approximately 98.6%, making them one of the consistently highest occupancy performers in HUD's national portfolio. Two developments - Yolano Village (Woodland) and El Rio Villas I (unincorporated outside of Winters) share another distinction in that they were the first and second rural, non-farm, federally-funded public housing developed in the United States.

Cottonwood Meadows is 47 units for seniors and disabled. They are market-rate units with 12 units set aside for State Rental Housing program. Cottonwood also accepts tenant-based Vouchers from YCH. It is owned by New Hope Community Development Corporation.

Agricultural Housing consists of 237 seasonal units scattered across three centers and 2 housing authorities – YCH and Dixon. It also owns and manages 7 scattered site units in Davis with initial funding provided by USDA Rural Development.

Other - In addition to these major programs, we also have Mental Health Service Act (MHSA) funded transitional housing (Helen M Thomson Homes A and B) for full service mental health clients and YCH/New Hope has 204 partnership tax credit units and manages 96 units of off-

campus student-oriented cooperative living (of which 48 are available pre-rehabilitation) (Cesar Chavez Plaza, Eleanor Roosevelt Circle, Rochdale Grange, Crosswood Apartments and Pacifico).

In FY 2014, Yolo Housing paid a total of \$11,105,299 in rental subsidies to private landlords in Yolo County and expended another \$6,466,318 for construction, goods and services in the local economy. This does not count expenditures in partnership ownership. And it does not include the value of capital assets.

Housing Statistics

YCH, New Hope and Dixon Housing Authority are home to a large number of residents. Residential Facts at a Glance show:

Residents live in all communities. For **Vouchers**, the current family breakdown is as follows:

- Dixon, 1
- Dunnigan, 1
- Esparto, 14
- Knights Landing, 1
- Madison, 1
- Winters, 6
- Yolo, 1
- Davis, 355
- West Sacramento, 694
- Woodland, 475 (10 are Veterans Affairs Supportive Housing [VASH] for chronically homeless vets)

For **Public Housing**, the family breakdown is as follows:

- Esparto, 16
- Knights Landing, 10
- West Sacramento, 139
- Woodland, 132
- Winters (unincorporated), 124
- Yolo 10

For **Agricultural Housing**:

- Davis, 64 (unincorporated) and 7 incorporated
- Dixon, 85
- Madison, 88

All **Other** housing types:

- Woodland, 1 transitional home (4 beds) and 47 market rate senior/disabled, 44 family/disabled tax credit townhomes and 48 HUD multi-family townhomes

- Davis, 112 tax credit units for seniors, disabled and downtown workers, 96 units of off-campus student-oriented cooperative living

- West Sacramento, 1 transitional home (4 beds) and from 11/14 through 2/15, 65 placements in Bridge to Housing

TOTALS: Units and Subsidies by Community*:

Community	Vouchers (public subsidy, private rental)	Public Housing	Agricultural	Other	Total	% of Total Portfolio(rounded)
Davis, pop 66,205 (2013 estimate)	355	0	7	208	570	22%
West Sacramento, pop 49,891 (2013 estimate)	694	139	0	1	834	33%
Winters, pop 6,892 (2013 estimate)	6	0	0	0	6	.002%
Woodland, pop 56,590 (2013 estimate)	475	132	0	140	747	29%
Yolo unincorporated, pop 25,907 (2013 estimate)	19	160	237	0	416	16%
TOTALS	1,547*	431	244	349	2,571	100%

*Total number of participants is currently 1,591. This includes households moving to another jurisdiction (port out), households entering our jurisdiction that will be billed to another jurisdiction (e.g. incoming tenant-based VASH) and families searching for a unit. Winters represents less than 1% so the number was preserved even though it would not round up to the 1%. West Sacramento could be rounded up to either 32 or 33%. Staff chose 33% to round up to an even 100%. Population estimates are from U.S. Census Fast Facts.

In addition, Yolo Housing uses Project Based Vouchers (which are limited to 20% of our existing voucher portfolio) to assist in development or rehabilitation of affordable properties and to achieve deeper project-based affordability in the community. To date, YCH has provided a total of 108 Project-Based Vouchers to properties in Yolo, broken down as follows:

- Davis – 46
- Woodland – 52
- Unincorporated – 10

Currently, YCH has made preliminary awards, subject to completing the contracting process, for four (4) additional projects, broken down as follows:

- West Sacramento – 15
- Winters – 20
- Woodland – 20
- Unincorporated – 10

Demographic Snapshot of Largest Programs:

Vouchers – 542 work, 93 are self-employed, 58 receive unemployment benefits, 59 are students, 687 are seniors/disabled and 1,063 are children.

Public Housing – 261 work, 2 are self-employed, 42 receive unemployment benefits, 58 are students, 143 are disabled and 508 are children.

YCH-owned and Managed Infrastructure at a glance

- Approximately 300 residential structures
- 4 separate free-standing laundry buildings (does not include facilities attached to residential structures)
- 8 daycare centers
- 2 community centers with commercial kitchens
- 6 computer learning centers
- 11 community/activity rooms
- 3 classrooms
- 9 parks
- 5 basketball courts (one additional in planning)
- 11 playgrounds (one additional in progress)
- 2 community gardens (2 additional in planning or feasibility stages)
- 6 soccer fields
- 8 business offices (not including 4 projects in private management/partnerships)
- 6 wireless hot spots
- 7 shops/corporate yards
-

In addition, YCH and its affiliates own a variety of municipal type infrastructure systems:

- 5.57 miles of sewer line
- 3 drinking water plants encompassing 5 wells and water lines
- 2 propane gas plants, including tanks and lines
- 1 sewer pumping system with lift station
- 2 sewer systems encompassing 4 sewer ponds, pumps and lift stations
- 1 commercial sealed septic system with leech field
- Road systems in West Sacramento, Woodland, outside of Winters, Davis Migrant, Madison Migrant and Dixon Migrant, Esparto
- Parking bays
- Streetlights, parking lot and sidewalk lighting

Legislation Text

17.

File #: 14-853, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** July 7, 2015**SUBJECT:** First Reading of Camping Ordinance

Recommendation for Action: Staff recommends that the City Council introduce the ordinance and waive first reading amending Sections 7-2, 7-3, and 7-4, of Chapter 7, Camping within the City Limits.

Staff Contact

Dan Bellini, Public Safety Chief, dan.bellini@cityofwoodland.org

Council Goal

This recommendation is consistent with the City's goal of 1) maintaining Woodland's quality of life by ensuring the highest level of public safety through the proper use of staff resources and ensuring proper enforcement of violations of City Ordinances; and 2) maintain and enhance Woodland's quality of life consistent with community expectations.

Fiscal Impact

No measurable fiscal impact.

Background

Camping violations within the City limits are one of many types of calls for service that the Police Department handles regularly. Many times police officers cannot enforce the City's current camping ordinance due to how long the camp site has been set up or where the camp site is located. According to the Center of Problem-Oriented Policing, problems related to encampments may include chronic public intoxication, panhandling, and trespassing.

With the current city ordinance, it is only a camping violation if the officer can prove that the subject has been camping for one or more days or nights. Officers have not been successful in proving the length of time a person has been camping in the same location. In many cases this is only known by the offender. The ordinance also only allows for enforcement of camping on public property that is specifically owned by the City of Woodland. It does not allow for enforcement on public property owned by other public entities.

Discussion

Upon the advice of the City Attorney, the Department has developed the attached ordinance to establish

standards and controls to reduce the incidents of camping calls responded to by the Police Department, and to define what constitutes a violation of the Camping within the City limits ordinance. The amendments clearly spell out what constitutes camping, what type of items constitute camping materials, and where camping is not legal.

The changes recommended to the current ordinance will allow officers to enforce violations of the camping ordinance any time of day. Officers will not have to wait until the violator has been camping overnight to constitute a violation. By expanding the city ordinance to encompass all public property and not just property owned by the City of Woodland, officers will be able to enforce violations of the ordinance in other public locations. These locations include but are not limited to the Post Office and property owned by Yolo County.

Conclusion

Staff recommends that the City Council introduce the ordinance and waive first reading amending Sections 7-2, 7-3, and 7-4, of Chapter 7, Camping within the City Limits.

Prepared by: Anthony Cucchi, Police Lieutenant

Reviewed by: Dan Bellini, Public Safety Chief



Paul Navazio, City Manager

Attachment: Ordinance - Chapter 7 Camping within the City Limits

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 7-2, 7-3, AND 7-4 OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO PROHIBITIONS ON CAMPING WITHIN CITY LIMITS

WHEREAS, the City of Woodland has the authority to regulate to ensure the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland currently has regulations in its Municipal Code that prohibit camping for living accommodation purposes, such as sleeping or making preparations to sleep unless such activity has been specifically permitted by appropriate City staff; and

WHEREAS, the City of Woodland encourages the use of open spaces and facilities within the City and finds that its camping prohibitions are in the best interests of the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland Municipal Code currently prohibits overnight camping, and issues have recently arisen regarding whether a person must have slept for the duration of the night for the prohibition to apply or whether a person may be cited for camping in the middle of the night; and

WHEREAS, this Ordinance is intended to clarify that a person may violate the City's camping prohibitions by setting up temporary or permanent shelter for the purpose of camping during the nighttime hours, regardless of whether a full night is actually spent at the location; and

WHEREAS, this Ordinance also clarifies that the places for which camping is prohibited include building and the curtilage of buildings, and this Ordinance also amends the Municipal Code to make technical, non-substantive changes.

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

Section 1. Section 7-2 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7.2. – "Camping" defined.

For purposes of this chapter, "camping" is defined as residing ~~on~~ or using any public or private property ~~at for one or more nights~~ for living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping); or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material); or making any fire or using any tents; regularly cooking meals; or living in a parked vehicle. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person(s) is using public or private property as a living accommodation ~~for one or more nights~~, with the intent to camp.

Section 2. Section 7-3 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7-3. – Camping on public property.

Except as may be permitted within parks by the ~~community services~~~~parks and recreation~~ director, it is unlawful to camp ~~or squat~~ upon any public property ~~owned by the city~~, including, without limitation, streets, easements, parks, dump sites, creek beds, electric utility substations, parking lots, ~~or~~ corporation yards, *and buildings, including the curtilage of buildings*. No person shall set ~~up upon any public property at any time during nighttime hours~~ tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of ~~overnight~~ camping ~~or squatting~~, nor shall any person leave in any such place any movable structure or special vehicle to be used ~~or that could be used for such a the purpose of camping~~, such as a house trailer, tent, automobile, or the like. *It is a violation of this section to set up provisions for the purpose of camping whether or not a full night is actually spent at the location.* Violation of this section shall be charged as a misdemeanor.

Section 3. Section 7-4 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7-4. – Camping on private property.

Except as otherwise provided in this section, it is unlawful to camp ~~or squat~~ upon private property within the city. No person shall set up *upon any private property at any time during nighttime hours* tents, shacks, campers or any other temporary or permanent shelter for the purpose of ~~overnight~~ camping ~~or squatting~~, nor shall any person leave upon any private property any movable structures or special vehicle to be used ~~or that could be used~~ for such a purpose, such as a tent or automobile or the like. Violation of this section shall be charged as a misdemeanor.

Exceptions. This section shall not apply to persons camping upon their own land or camping with the owner of the land, or to persons camping with the written consent of the owner of the land; provided, that such written consent is in their possession at the time and is shown upon demand of any peace officer, and provided; that, all local zoning ordinances of the city and county are met and all Health Code sections of the state are complied with. This section shall not apply to persons lawfully camping within campgrounds or trailer parks specifically designated and/or approved for such use pursuant to the Zoning Ordinance of the city.

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

PASSED AND ADOPTED by the City Council this 7th day of July, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING SECTIONS 7-2, 7-3, AND 7-4 OF THE CITY
OF WOODLAND MUNICIPAL CODE RELATING TO PROHIBITIONS
ON CAMPING WITHIN CITY LIMITS**

WHEREAS, the City of Woodland has the authority to regulate to ensure the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland currently has regulations in its Municipal Code that prohibit camping for living accommodation purposes, such as sleeping or making preparations to sleep unless such activity has been specifically permitted by appropriate City staff; and

WHEREAS, the City of Woodland encourages the use of open spaces and facilities within the City and finds that its camping prohibitions are in the best interests of the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland Municipal Code currently prohibits overnight camping, and issues have recently arisen regarding whether a person must have slept for the duration of the night for the prohibition to apply or whether a person may be cited for camping in the middle of the night; and

WHEREAS, this Ordinance is intended to clarify that a person may violate the City's camping prohibitions by setting up temporary or permanent shelter for the purpose of camping during the nighttime hours, regardless of whether a full night is actually spent at the location; and

WHEREAS, this Ordinance also clarifies that the places for which camping is prohibited include building and the curtilage of buildings, and this Ordinance also amends the Municipal Code to make technical, non-substantive changes.

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

Section 1. Section 7-2 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7.2. – "Camping" defined.

For purposes of this chapter, "camping" is defined as residing on or using any public or private property at night for living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping); or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material); or making any fire

or using any tents; regularly cooking meals; or living in a parked vehicle. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person(s) is using public or private property as a living accommodation, with the intent to camp.

Section 2. Section 7-3 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7-3. – Camping on public property.

Except as may be permitted within parks by the community services director, it is unlawful to camp upon any public property, including, without limitation, streets, easements, parks, dump sites, creek beds, electric utility substations, parking lots, corporation yards, and buildings, including the curtilage of buildings. No person shall set up upon any public property at any time during nighttime hours tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of camping nor shall any person leave in any such place any movable structure or special vehicle to be used for the purpose of camping, such as a house trailer, tent, automobile, or the like. It is a violation of this section to set up provisions for the purpose of camping whether or not a full night is actually spent at the location. Violation of this section shall be charged as a misdemeanor.

Section 3. Section 7-4 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7-4. – Camping on private property.

Except as otherwise provided in this section, it is unlawful to camp upon private property within the city. No person shall set up upon any private property at any time during nighttime hours tents, shacks, campers or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any movable structures or special vehicle to be used for such a purpose, such as a tent or automobile or the like. Violation of this section shall be charged as a misdemeanor.

Exceptions. This section shall not apply to persons camping upon their own land or camping with the owner of the land, or to persons camping with the written consent of the owner of the land; provided, that such written consent is in their possession at the time and is shown upon demand of any peace officer, and provided; that, all local zoning ordinances of the city and county are met and all Health Code sections of the state are complied with. This section shall not apply to persons lawfully camping within campgrounds or trailer parks specifically designated and/or approved for such use pursuant to the Zoning Ordinance of the city.

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

PASSED AND ADOPTED by the City Council this ____ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Legislation Text

18.

File #: 14-850, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL**DATE:** July 7, 2015**SUBJECT:** Rights of the City per the Woodland Recreation Foundation Bylaws

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Approving the Rights of the City as set forth in the proposed amended Woodland Recreation Foundation Bylaws and establish City Council WRF Director Appointment Process.

Staff Contact

Christine Engel, Community Services Director - (530) 661-2000, christine.engel@cityofwoodland.org

Fiscal Impact

Other than staff and legal costs incurred to review and prepare the amended bylaws and assist the Woodland Recreation Foundation with other questions that have arisen, there is no anticipated fiscal impact to the City related to actions of the Woodland Recreation Foundation. The City would incur expenses if it elected to conduct a financial audit of WRF.

Background

The Woodland Recreation Foundation (WRF) is a non-profit 501(c)(3) corporation that was established by the City in 2000 to “assist, augment, and supplement the Woodland Parks, Recreation, and Community Services Department in providing recreation and human needs services to the public.” WRF was instrumental during the fundraising efforts to construct the Community & Senior Center and Sports Park complex, especially for receiving, managing, and disbursing funds and property, including real property, exclusively for the benefit of the Woodland Parks, Recreation, and Community Services Department (now the Community Services Department). During the economic downturn and reduction of staff in the Community Services Department in 2008-2011, WRF also raised funds, planned, and implemented all of the 4th of July activities throughout the City. After a few years of WRF being inactive, the board has been re-established with new board members, and following a lengthy process amongst the WRF board and City staff, the bylaws are now proposed to be amended to better reflect the goals of the organization and the respective roles of, and relationship between, WRF and the City of Woodland. Council Member Hilliard and Parks & Recreation Commissioner Carla White-Snyder are current WRF directors. Most recently WRF adopted Grant Procedures and a Grant Request Application and is currently accepting grant applications from the community.

Discussion

Proposed Amendments to WRF Bylaws

The proposed amendments to the bylaws state that the specific purpose of WRF is to support parks and recreation for the benefit of residents of the City of Woodland and to assist, augment, and supplement the City of Woodland Community Services Department in providing and promoting healthy activities and recreational services for the benefit of residents of the City of Woodland and to carry on other public and charitable activities associated with this purpose as allowed by law. The principal office for the corporation will be the Community & Senior Center, which is a change from 1122 Main Street.

As proposed in the amended bylaws, the WRF board would be comprised of seven to thirteen directors (board members), three of which would be Parks & Recreation Commission members, and two of which would be appointed by the City Council (including the possibility of having City Council members serve on the board). Provisions are included for the board to appoint directors if the 3 Commission appointments are not made. The remaining board members are to be appointed by the current board to serve at the pleasure of the board but must be City residents who are at least 21 years of age. The revised bylaws do not include a provision for the Community Services Director to be an ex-officio director. After reviewing the potential for a conflict of interest, City staff thought that having no formal role for the CSD Director on the board would be the most prudent course of action.

The bylaws, as proposed to be amended, make a number of changes to clarify the WRF's activities, procedures, and prohibitions. By way of example, the bylaws are proposed to be amended to confirm that the WRF is subject to the Brown Act, to specify the specific duties of board members, and to include applicable prohibitions on lobbying. The WRF has reviewed the proposed amendments and agreed to them in principle during its board meeting on June 24, 2015. However, the bylaws provide that the City's consent is needed prior to any adoption, amendment, or repeal of the bylaws by WRF that affect or limit the City's rights.

The proposed amendments to the bylaws, set forth in Article XIV, include the following new rights of the City:

1. Prior consent to any adoption, amendment, or repeal of the articles of incorporation or bylaws that affect the rights of the City of Woodland
2. Rights regarding distribution of assets upon dissolution
3. Approval for any expenditure over \$20,000 (individual expenditure or aggregate expenditures)
4. Appointment of two directors (and removal of such directors)
5. Prior consent for the sale or all or substantially all of the assets of the corporation
6. Prior consent for the adoption of, or any material amendment to, an investment policy or other policy or procedure concerning management and investment of the corporation's funds that provides for or permits an investment or financial risk other than "conservative to moderate" as defined for any funds of the corporation
7. The right to conduct an annual audit of the financial books and records (provided the City pays for the audit)

Section 14.2 of the proposed amended bylaws provided that the City would exercise these rights through the

City Manager or his or her designee but also provide that when appropriate, the City Manager would bring necessary action to the City Council for its approval.

Appointment of Council Directors

Section 6.2(A)(1) provides that the City Council designates two WRF directors, who will be referred to as "Council Directors" and provides that one or both Council Directors may be a City Council member. The Council Directors hold office until removal by the City Council or a successor is chosen by the City Council. The process for appointing these directors will need to be established based on City Council input. Council member Hilliard currently serves on the WRF board.

A City Council member may serve on the board of directors of a non-profit corporation. This position is uncompensated by either the City or WRF. However, Government Code section 1090 (the prohibition on public officials having a financial interest in contracts) would prohibit a City Council member who serves on the WRF board from participating in any contract with the WRF. Such a contract would include a grant of funds, lease, or development agreement.

The City Council may choose to have one or two City Council members serve on the WRF. Or it may choose to solicit applications from the community and appoint members to the WRF. If the Council chooses to appoint residents, the Council should determine the appointment process it desires to use.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, Approving the Rights of the City as set forth in the proposed amended Woodland Recreation Foundation Bylaws and establish City Council WRF Director Appointment Process.

Prepared by: Christine Engel, Community Services Director



Paul Navazio, City Manager

Enclosures: Resolution Approving City's Rights as set forth in the Proposed Amended Bylaws of the Woodland Recreation Foundation Woodland Recreation Foundation Bylaws

**BYLAWS
OF
WOODLAND RECREATION FOUNDATION**

A California Nonprofit Public Benefit Corporation

**ARTICLE I
NAME**

1.1 Name. The name of this Corporation shall be Woodland Recreation Foundation (“Corporation”).

**ARTICLE II
OFFICES**

2.1 Principal Office. The principal office of the Corporation for the transaction of business (“principal office”) is located at 2001 East Street, Woodland, California 95776.

2.2 Change of Address. The Directors may change the principal office from one location to another. Any change of this location shall be noted by the Secretary of the Corporation.

**ARTICLE III
PURPOSES**

3.1 General Purpose. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law (“Nonprofit Corporation Law”) for public charitable purposes.

3.2 Specific Purpose. The specific purpose of this Corporation is to support parks and recreation for the benefit of residents of the City of Woodland and to assist, augment, and supplement the City of Woodland Community Services Department in providing and promoting healthy activities and recreational services for the benefit of residents of the City of Woodland and to carry on other public and charitable activities associated with this purpose as allowed by law.

3.3 Limitations. This Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the Revenue Law, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States of America Internal Revenue law. No substantial part of the activities of the Corporation shall consist of carrying on

propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office. Further, the Corporation shall not carry on any activity for the profit of its officers, directors, or other persons.

ARTICLE IV DEDICATION OF ASSETS

4.1 Assets Dedicated to Nonprofit Purposes. All assets of the Corporation are irrevocably dedicated to the nonprofit purposes set forth above. No part of the net income or assets of this Corporation shall inure to the benefit of any of its directors, officers, or to any private person. No such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the assets of the Corporation upon dissolution of the Corporation.

4.2 Distribution of Assets Upon Dissolution. On the winding-up and dissolution of this Corporation, after paying or adequately providing for the debts, obligations, and liabilities of the Corporation, the remaining assets of the Corporation shall be distributed to the City of Woodland Community Services Department to use for the purposes as set forth in Article III of these Bylaws, or, alternatively, to create an endowment whose exclusive purpose is to carry out the purposes set forth in Article III of these Bylaws and the remaining assets of the Corporation shall be distributed to this endowment. If the City of Woodland Community Services Department declines to either use the remaining assets or create such an endowment, then the remaining assets of the Corporation shall be distributed to such organization (or organizations) organized and operated exclusively for charitable purposes that has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and whose purposes are substantially similar or related to those set forth in Article III of these Bylaws.

ARTICLE V NO MEMBERS

5.1 Members Prohibited. This Corporation shall not have any members.

5.2 Other Persons Associated with Corporation. The Corporation may refer to other persons or entities associated with it as “members” or “associates” even though those persons or entities are not voting members under these Bylaws, but no such reference shall deem anyone a member within the meaning of Section 5056 of the California Corporation Code. By amendment of its Articles of Incorporation or these Bylaws, the Corporation may grant some rights to members or associates, but no such person or entity shall be a member within the meaning of Section 5056 of the California Corporation Code.

ARTICLE VI DIRECTORS

6.1 Number. The board of directors (“Board”) shall consist of at least seven (7) but no more than thirteen (13) directors (“Directors”), unless changed by amendment to these Bylaws; provided that the number of Designated Directors (defined in Section 6.2.A, below) shall not be reduced except as provided in Section 6.2.A and shall not constitute a majority of the Board. The

exact number of Directors shall be fixed, within those limits, by a resolution duly adopted by the Board.

6.2 Directors and Qualifications. The Directors shall be:

A. Five (5) Directors of the Corporation shall be designated as follows (“Designated Directors”):

(1) The City of Woodland City Council (“City Council”) shall designate two (2) Directors (“Council Directors”). The City Council may designate a City Council as a director(s) if it chooses. A Council Director shall hold office until the City Council either removes such Council Director or designates a successor Council Director(s).

(2) The Commissioners of the current Woodland Parks and Recreation Commission (“Commissioners”) shall designate three (3) Directors, who shall each be a current Commissioner (each a “Commissioner Director”), and such Commissioner Director shall hold office until such Commissioner Director ceases to be a current Commissioner or the current Commissioners remove such Commissioner Director. Should for any reason the Commissioners fail to designate a Commissioner Director within sixty (60) days after the creation of a vacancy of a Commissioner Director, the Board may appoint a Director for such vacancy, and such Director shall be a Director as described in Section 6.2.B of these Bylaws for all purposes; provided, however, that should the Commissioners later designate a Commissioner Director to fill such previous vacancy, the Board appointed Director shall be vacated and replaced by such Commissioner Director.

B. All other Directors shall be appointed by the current Board to serve as Directors, and each shall serve at the pleasure of the Board. All such Directors shall be residents of the City of Woodland, be a minimum of 21 years old, and be interested in serving the needs of the Corporation and support the goals and objectives of the Corporation. After the initial slate of Directors are elected, future Directors shall be elected as follows: the nominating committee shall provide each Director with a list of qualified nominees. A vote of a majority of the duly qualified Directors shall be required to elect Directors.

6.3 Term of Office. Each Director described in Section 6.2.B that is appointed by the Board shall be appointed for a term of three (3) years and shall hold office until the expiration of the term for which such Director was appointed and until the appointment and qualification of a successor, or until that Director’s earlier death, resignation, or removal. Terms shall be staggered so that approximately one-third (1/3) of the Directors’ terms shall expire each year. Directors may be reappointed to successive terms.

Each Director who is designated under Section 6.2.A shall hold office as specified in Section 6.2.A.

6.4 Vacancies. Vacancies on the Board shall exist on the death, resignation, or removal of any Director, whenever the number of authorized Directors is increased in accordance with these Bylaws, on the failure of the Directors to appoint the full number of authorized Directors, or for any other reason that a vacancy may exist.

Vacancies for Directors described in Section 6.2.B shall be filled by a majority vote of the remaining Directors, or if the number of Directors then in office is less than a quorum, by a majority of the Directors then in office, or by the sole remaining Director(s), and any person so elected to the Board to fill such vacancy shall serve until the expiration of the vacating Director's term and until a successor Director has been elected and qualified.

Vacancies for Directors described in Section 6.2.A shall be filled as set forth in Section 6.2.A.

6.5 Removal. Any Director described in Section 6.2.B may be removed at any time by a vote of the majority of the Board. The Board may, for example, consider removal of a Director described in Section 6.2B who has three (3) consecutive unexcused absences at Board meetings during any calendar year.

Any Director described in Section 6.2.A may be removed only by the designating persons as set forth in Section 6.2.A.

6.6 General Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by and under the direction of the Board.

6.7 Specific Powers. Without prejudice to the general powers set forth in Section 6.6 of these Bylaws, and subject to the same limitations, the Board shall have the power to:

A. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation.

B. Change the principal office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or outside the State of California; and designate any place within the State of California for the holding of regular, special or annual meetings.

C. Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

6.8 Cooperation with the City. The Directors shall reasonably cooperate with the City of Woodland (sometimes referred to as the "City") in the exercise of the City's rights as set forth in Article XIV.

6.9 Compensation and Reimbursement. No Director shall receive directly or indirectly any compensation for services as Director. No benefit shall inure to the Directors as a result of

their participation on the Board of this Corporation. Directors may receive reimbursement of expenses incurred in services to this Board as the Board may determine to be just and reasonable.

6.10 Non-Liability of Directors. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE VII MEETINGS OF THE BOARD

7.1 Brown Act. To the extent required by law, the Corporation shall comply with the provisions of the Ralph M. Brown Act, Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with section 54950) (the “Brown Act”).

7.2 Annual Meeting. The annual meeting of the Corporation shall be held on the fourth Wednesday of June for the purpose of electing the Directors, as necessary, the officers of the Corporation, and conducting any other business or transactions as shall come before the meeting. The annual meeting shall be a regular meeting, notice of which shall be provided pursuant to Section 7.3.

7.3 Regular Meetings. Regular meetings of the Board shall be held on the fourth Wednesday of the month at 5:30 p.m. Notice of the regular meetings shall be given at least 72 hours prior to the meeting. The Corporation shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting as well as the time and location of the regular meeting. The Corporation shall post the agenda at a location freely accessible to the public.

7.4 Special Meeting, Notice. Special meetings of the Board shall be held whenever called by the President or by two or more of the Directors. Notice of each such special meeting shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. Each such notice shall state the time and place of the meeting and the business to be transacted or discussed. The agenda for a special meeting must be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

7.5 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if a quorum is present and, either before or after the meeting, each of the Directors either signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes, or attends the meeting without protesting, prior to or at the commencement of said meeting, the lack of notice to such Director. The waiver of notice or consent need not specify the purpose of the meeting. All waiver, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. However, nothing in this Section 7.5 shall waive the requirement in Section 7.4 and the Brown Act requiring the Corporation to post an agenda at least 24 hours prior to the special meeting at a location freely accessible to the public.

7.6 Action Without a Meeting. No action of the Board may be taken without proceeding pursuant to a duly noticed meeting, as required by the Brown Act.

7.7 Quorum. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Except for the requirements set forth in Article XIII with regard to the amendment of Articles of Incorporation and Bylaws, every act or decision done or made by the majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of the California Nonprofit Corporation Law, especially those provisions relating to (i) approval of contracts or transaction in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.

7.8 Conduct of Meeting. The President, or in the President's absence, the Vice President, or in the Vice President's absence, any Director selected by the Directors present, shall preside at the meeting of the Board. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding officer shall act as a Secretary.

7.9 Place of Meetings. Meetings shall be held at the principal office of the Corporation unless otherwise provided by the Board or at such place within or without the State of California which has been designated from time to time in the notice of meeting or by resolution of the Board. Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so long as the Brown Act is complied with and all Directors participating in such meeting can hear one another.

ARTICLE VIII OFFICERS

8.1 Officers. The officers of the Corporation shall be the President, Vice President, Secretary, Treasurer and, if desired by the Board, an Executive Director. The Corporation may also have, at the discretion of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 8.3. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President. Except as provided in these Bylaws, only Directors shall be eligible to be elected as officers.

8.2 Election of Officers. The officers of the Corporation, except the Executive Director (who may be retained in accordance with Section 8.6.D) or those appointed in accordance with Section 8.3, shall be chosen by the Board, and each shall serve at the pleasure of the Board. After the initial slate of officers are elected, future officers shall be elected as follows: The nominating committee shall provide each Director with a list of Director nominees thirty (30) days prior to the annual meeting. A vote of the majority of the duly qualified Directors shall be required to elect officers.

8.3 Subordinate Officers. The Board may appoint, and may authorize the President or another officer to appoint, any other officers that the business of the Corporation may require, each of whom shall have the title, hold the office for the period, have the authority, and perform the duties specified in the Bylaws or determined from time to time by the Board.

8.4 Removal of Officers. Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause by a vote of the Board at a meeting called for that purpose. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

8.5 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that office.

8.6 Responsibilities of Officers.

A. President. The President of the Board shall assume all duties normally associated with that office. The President shall conduct the meetings of the Corporation and shall, when present, preside at all meetings of the Directors. The President shall oversee that all orders and resolutions of the Board are carried into effect. The President shall: put to a vote and announce the results of actions taken on questions before the Board; resolve all questions of order (subject to appeal); call special meetings when deemed necessary; and sign all contracts, documents, orders and other such papers as needed to authenticate the Board's will and authorize the Executive Director to execute action in the name of the Corporation. The President shall have such other duties as may be prescribed by the Board.

B. Vice President. The Vice President shall be elected by the Board and shall have such powers and shall perform such duties as may be specified in the Bylaws or prescribed by the Board or by the President. In the event of absence or disability of the President, the Vice President shall perform the power and duties of the President in the order designated by the Board.

C. Secretary. The Secretary when present shall see that the proceedings of the meeting of the Board are kept. The Secretary shall sign with the President all documents, orders, and other such papers as needed to authenticate the Board's will and, if directed by the Board, authorize the Executive Director to execute action in the name of the Corporation. The Secretary shall when directed to do so, notify the Directors of all meetings, and perform such other duties as may from time to time be prescribed by the Board or by the President and, in general shall perform all duties incident to the office of Secretary.

D. Executive Director. At the Board's sole discretion, the Board may appoint, retain, or contract for the services of an Executive Director of the Corporation, who may be a Director, but is not required to be a Director. If the Board does not appoint, retain or contract for the services of an Executive Director, the President shall perform the duties of the Executive Director if the Corporation does not have an Executive Director.

The Executive Director shall be responsible for the administration of the Corporation's affairs and the day-to-day management and supervision of employees and facilities in accordance with the policies of the Board. The Executive Director, with the proper signature of two duly qualified officers of the Corporation, may execute and deliver in the name of the Corporation any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Corporation, including without limitation any instruments necessary or

appropriate to enable the Corporation to donate income or principal of the Corporation to or for the account of such organizations, causes, and projects described in the Articles of Incorporation as the Corporation was organized to support and with respect to Article III of these Bylaws. The Executive Director shall cause to be kept accurate accounts of all monies of the Corporation received or disbursed. The Executive Director will be responsible for the deposit of all money, drafts and checks in the name of, and to the credit of, the Corporation in such banks and depositories as a majority of the Board, by resolution, shall designate. The Executive Director shall have power to endorse for deposit all notes, checks, and drafts received by the Corporation. The Executive Director shall cause to be rendered to the President and the Directors, whenever required by the Board, an account of all financial transactions and all of the financial conditions of the Corporation and shall perform such duties as may be prescribed by the Board or by the President and in general shall perform all duties incident to the office of the Executive Director as authorized by the Board.

E. Treasurer. The Treasurer shall attend to the following:

(1) Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times during normal business hours.

(2) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall render to the Executive Director and Directors, wherever they request it, an account of all transactions made or performed as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(3) Bond. If required by the Board, the Treasurer shall give a corporate bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his possessions or under his control on his death, resignation, retirement, or removal from office.

F. Advisors. The Board may establish a body of advisors to assist in the development and operation of the Corporation ("Advisors"). The Advisors may be appointed by the Board in any number that the Directors may deem necessary. The Advisors shall have no vote in the Corporation matters and no authority to effect Corporation policy.

ARTICLE IX COMMITTEES

9.1 Nominating Committee.

A. A nominating committee of at least three (3) Directors shall be appointed by the President, with the concurrence of the Board, at the annual meeting each year. The

nominating committee shall produce a list of Directors willing to serve as officers. The list of officers shall be presented to all duly qualified Directors at least thirty (30) days prior to the annual meeting.

B. The nominating committee will also have the responsibility of identifying and placing before the Board, names of qualified potential new Directors to fill vacancies pursuant to Section 6.4.

9.2 Other Committees. The Board may act by and through such other committees as may be specified in resolutions adopted by the Board. Each such committee shall have such duties and responsibilities as are granted to it by the Board.

ARTICLE X STANDARD OF CARE

10.1 General. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

A. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

B. Counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

C. A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in Article 10, Section 10.4.B, a person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

10.2 Loans. This Corporation shall not make any loan of money or property to, or guarantee the obligation of, any Director; provided, however, that this Corporation may advance money to a Director of this Corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such Director so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

10.3 Conflict of Interest. The purpose of the conflict of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its Directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable California and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities.

10.4 Definitions.

A. Unless otherwise defined, the terms used in this section have the following meanings:

(1) “Interested Persons.” Any Director and Officer, or member of a committee with Board delegated powers, which has a direct or indirect financial interest, as defined below, is an interested person.

(2) “Financial Interest.” A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement;

(b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

B. Procedures.

(1) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors, who are considering the proposed transaction or arrangement.

(2) Determining Whether a Conflict Of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

(3) Procedure for Addressing the Conflict Of Interest. In the event that the Board determines that a proposed transaction or arrangement presents a conflict of interest, the Board shall take the following actions:

(a) An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The President shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

(4) Violations of the Conflict Of Interest Policy. If the Board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose. If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Board determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(5) Records and Procedures. The minutes of the Board shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

(6) Annual Statements. Each Director, Officer, and member of a committee with Board-delegated powers shall annually sign a statement that affirms such person:

(a) Has received a copy of the conflict of interest policy;

(b) Has read and understands the policy;

(c) Has agreed to comply with the policy; and

(d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

10.5 Compensation. It is not anticipated that the Corporation will directly or indirectly compensate any Director or Officer; however, if compensation is provided by the Corporation, such compensation shall be made in accordance with these Bylaws and only after review by the Corporation's legal counsel.

10.6 Periodic Reviews. Periodic reviews shall be conducted to ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status. The periodic reviews shall, at a minimum, include whether partnerships, joint ventures, and arrangements with management corporations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

When conducting the periodic reviews as provided for above, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

10.7 Mutual Directors. No contract or transaction between the Corporation and any California nonprofit public benefit corporation, of which one or more of its directors are Directors of this Corporation, is void or voidable because such Director(s) are present at a meeting of the Board which authorizes, approves, or ratifies the contract or transaction if the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board and the Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common director(s), or if the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved, or ratified.

10.8 Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the Corporation.

ARTICLE XI INDEMNIFICATION OF DIRECTORS, OFFICERS EMPLOYEES, AND OTHER AGENTS

11.1 Definition. For purpose of this Article:

A. Agent. “Agent” means any person who is or was a Director, officer, employee, or other Agent of this Corporation, or is or was serving at the request of this Corporation as a Director, officer, employee, or Agent of another foreign or domestic Corporation, partnership, joint venture, trust, or other enterprise;

B. Proceeding. “Proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

C. Expenses. “Expenses” includes, without limitation, all attorneys’ fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his position or relationship as Agent and all attorneys’ fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

11.2 Successful Defense by Agent. To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article XI, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim.

11.3 Unsuccessful Defense by Agent. If an Agent either settles any proceeding referred to in this Article XI, or any claim, issue, or matter therein or sustains a judgment rendered against him or her, then the provisions of Sections 11.4 through 11.6 shall determine whether the Agent is entitled to indemnification.

11.4 Actions Brought by the Persons Other than the Corporation. Subject to the required findings to be made pursuant to Section 11.6, this Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding *other than* (a) an action brought by, or on behalf of, this Corporation, or (b) by an officer, director or person granted relator status by the Attorney General, or by the Attorney General on the ground that the defendant Director was or is engaging in self-dealing within the meaning of California Corporations Code Section 5233, or by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an Agent of this Corporation, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

11.5 Action Brought by or on Behalf of the Corporation.

A. Claims Settled out of Court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the Agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.

B. Claims and Suits Awarded against Agent. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of this Corporation by reason of the fact that the person is or was an Agent of this Corporation, for all expenses actually and reasonably

incurred in connection with the defense of that action, provided that both of the following are met:

(1) The determination of good faith conduct required by Section 11.6 below, must be made in the manner provided for in that section; and

(2) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent should be entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

11.6 Determination of Agent's Good Faith Conduct. The indemnification granted to an Agent in Sections 11.4 and 11.5 above is conditioned on the following:

A. Required Standard of Conduct. The Agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner the Agent believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this Corporation or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

B. Manner of Determination of Good Faith Conduct. The determination that the Agent did act in a manner complying with Section 11.6.A above shall be made by:

(1) The Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(2) The court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by this Corporation.

11.7 Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 11.2 or 11.6.B(2) under any circumstances when it appears:

A. Inconsistent Indemnification. The indemnification or advice would be inconsistent with a provision of the Articles, a resolution of the Board, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

B. Court Condition. That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

11.8 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article.

11.9 Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than contained in this Article XI shall affect any right to indemnification to which persons other than Directors and Officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

11.10 Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent against any liability other than for violating provisions against self-dealing asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not this Corporation would have the power to indemnify the Agent against that liability under the provisions of this Article XI.

ARTICLE XII

BOOKS OF RECORD, AUDIT, FISCAL YEAR, BOND

12.1 Books and Records. The Board shall cause to be kept at its principal office:

- A. Record of all proceedings of the Board and Committees;
- B. All financial statements of this Corporation;
- C. Articles of Incorporation and Bylaws and all amendments thereto and restatements thereof;
- D. All federal tax exemption applications and, for three (3) years from their date of filing, its annual information returns; and
- E. Such other records and books of accounts as shall be necessary and appropriate to the conduct of corporate business.

12.2 Audit and Publication. The Board shall cause the records and books of account of this Corporation to be audited at least once in each fiscal year in such a manner as may be deemed necessary or appropriate, and also shall make such inquiry as the Board deems necessary or advisable into the conditions of all trust and funds held by the Directors, agent, or custodian for the benefit of this Corporation, and shall retain such person or firm for such purpose as it may deem appropriate. Not later than six (6) months after the close of each fiscal year of this Corporation, the Board shall furnish to the public copies of the Corporation's financial statement for its immediately preceding fiscal year and may, if determined necessary or appropriate by the Board, cause such financial statement to be published in one or more local newspapers that have general circulation and distribution.

12.3 Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each year.

12.4 Bond. The Corporation shall obtain bond on such people and such amount as may from time to time be deemed necessary by the Board.

12.5 Annual Report. The Corporation shall submit an annual report to the City Council setting forth the Corporation's financial status, its assets and liabilities, annual budget, and expenses, noting any transactions over \$20,000 within the last calendar year, and also including any additional information the Corporation may wish to bring to the City's attention.

ARTICLE XIII

AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS

13.1 Amendment of Articles of Incorporation and Bylaws. Subject to any provision of law applicable to the amendment of Articles of Incorporation and Bylaws of public benefit nonprofit corporations, this Corporation's Articles of Incorporation may be amended or repealed and new Articles of Incorporation may be adopted, and these Bylaws may be amended, or repealed and new Bylaws may be adopted by an affirmative vote of not less than two-thirds (2/3) majority vote of the Directors; provided, however that the Board meets the requirements set forth in Section 13.2 of these Bylaws.

13.2 Consent of the City of Woodland to Amendment of Articles of Incorporation and Bylaws. Without the prior written consent of the City of Woodland, the Board may not adopt, amend, or repeal any provision of the Articles of Incorporation or Bylaws that limit or affect the City of Woodland's rights as provided in the Articles of Incorporation and Bylaws as set forth in the following provisions:

A. The purposes of this Corporation as set forth in Article III of the Articles and Article III of these Bylaws;

B. The principal office or address of this Corporation as set forth in Section 2.1 of the Bylaws;

C. The dedication of assets and distribution of assets upon dissolution as set forth in Article VII of the Articles and Article IV of the Bylaws;

D. The right to designate two (2) Council Directors and three (3) Commissioner Directors, as set forth in Section 6.2.A of the Bylaws.

E. The City of Woodland's right to designate a Director to fill a vacancy for a Director described in Section 6.2.A as set forth in Section 6.5 of the Bylaws;

F. The City of Woodland's right to remove a Director described in Section 6.2.A that the City designates as set forth in Section 6.5 of the Bylaws;

G. The City of Woodland's right to consent to any amendments to the Articles of Incorporation and Bylaws as set forth in Section 13.1 of the Bylaws; or

H. The City of Woodland's rights as set forth in Article XIV.

**ARTICLE XIV
CITY OF WOODLAND**

14.1 Rights of the City of Woodland. The City of Woodland shall have the following rights as provided under these Bylaws:

- A. The right to the prior consent to any adoption, amendment, or repeal of any provision of the Articles of Incorporation or Bylaws as set forth in Section 13.2;
- B. The rights regarding distribution of assets as set forth in Section 4.2;
- C. The right to designate two (2) Council Directors and three (3) Commissioner Directors as set forth in Section 6.2.A of these Bylaws;
- D. The right to designate a Director to fill a vacancy for a Director described in Section 6.2.A as set forth in Section 6.5 of the Bylaws;
- E. The right to remove a Director described in Section 6.2.A that the City designates as set forth in Section 6.6 of the Bylaws; and
- F. The right to prior consent to the effectiveness of any of the following:
 - (1) A sale of all or substantially all of the assets of the Corporation;
 - (2) Any expenditure by the Corporation of Twenty Thousand Dollars (\$20,000.00) or more, individually or in the aggregate;
 - (3) Adoption of or any material amendment to an investment policy or other policy or procedure concerning management and investment of the Corporation's funds that provides for or permits an investment or financial risk other than "conservative to moderate" as defined for any funds of the Corporation; or
 - (4) Upon the request of the City to the Board, the right of the City to conduct an annual audit of the financial books and records of the Corporation, provided that the City pay for such audit and that the City requests such an audit no more than annually. Such audit shall be reasonable in scope and shall be conducted during regular business hours.

14.2 Manner of Exercising City's Rights. The City of Woodland shall exercise its rights as set forth in these Bylaws through the City Manager of the City of Woodland or his or her designee ("City Manager"). The City Manager shall, when appropriate, bring any necessary action to the City Council for its approval and may further exercise all rights delegated to the City Manager by the City Council of the City of Woodland. Where the consent, approval, or action of the City is requested or required under these Bylaws, the Corporation may conclusively rely upon the written consent, approval, or action of the City Manager to effectively provide for the consent, approval, or action of the City as set forth under these Bylaws provided the City Manager has the authority, by resolution, Council action, or otherwise, to do so.

14.3 Procedure. The Corporation shall provide the City of Woodland with a minimum of thirty (30) days prior notice of any consent, approval, or action requested or required under these Bylaws. Such notice shall be provided in writing to the City Manager by either hand-delivery or first class mail prepaid and addressed to the address of record to the ex-officio Director appointed by the City or the City Manager. The City may, within its sole discretion, waive this notice requirement. Any action taken by the Board or the Corporation without compliance with this notice procedure shall be void and have no effect. If the City of Woodland has not provided its response to the notice within ten (10) business days, the City of Woodland shall have been deemed to consent or approve to such action described in such notice by the Corporation.

ARTICLE XV EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

15.1 Execution of Instruments. The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or Agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, Agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

15.2 Checks and Notes. Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by two of the following Officers: the Treasurer, President, Vice President, or Secretary.

15.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

15.4 Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this Corporation.

ARTICLE XVI CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both the Corporation and the natural person.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of WOODLAND RECREATION FOUNDATION, a California nonprofit public benefit corporation, and the

above Bylaws, consisting of __ pages, are the Bylaws of this Corporation as duly adopted at a meeting of the Board of Directors held on _____, 2015.

Dated: _____, 2015

Secretary, Woodland Recreation Foundation

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING THE RIGHTS OF THE CITY OF
WOODLAND AS SET FORTH IN THE WOODLAND RECREATION
FOUNDATION BYLAWS, AS THEY ARE PROPOSED TO BE
AMENDED, AND DELEGATING THE CITY'S POWERS IN SUCH
BYLAWS TO THE CITY MANAGER OR DESIGNEE**

WHEREAS, the Woodland Recreation Foundation ("WRF") is a nonprofit public benefit corporation that was created to assist the City of Woodland in providing recreation and human needs services to the public; and

WHEREAS, the Woodland Recreation Foundation and City staff determined that it was necessary and appropriate to amend the WRF bylaws to clarify certain procedures and activities and to more clearly specify the City's rights with respect to the WRF; and

WHEREAS, the WRF at its meeting of June 24, 2015 agreed in concept to the proposed amendments and now desires to have the City Council of the City of Woodland approve of them as well, which must occur under the amended bylaws prior to WRF's approval.

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

1. The rights of the City of Woodland, as set forth in the bylaws, as they are proposed to be amended, and as shown in Exhibit A (attached hereto and incorporated herein) are hereby approved and include:

- a. Prior consent to any adoption, amendment, or repeal of the articles of incorporation or bylaws that affect the rights of the City of Woodland;
- b. Rights regarding distribution of assets upon dissolution;
- c. Approve for any expenditure over Twenty Thousand Dollars, whether individual or aggregate;
- d. Appointment of two directors and removal of those directors
- e. Prior consent for the sale of all or substantially all of the WRF's assets;
- f. Prior consent for the adoption of, or any material amendment to, an investment policy or other policy or procedure concerning management and investment of the WRF's funds that provides for or permits an investment or financial risk other than "conservative to moderate" as defined for any of the WRF's funds.
- g. The right to conduct an annual audit of the financial books and records, at the City's expense.

2. The City Manager is hereby authorized to execute all rights set forth in the WRF bylaws, as proposed to be amended, except that the City Council shall retain the authority to appoint the Council Director. The City Manager may choose to bring any necessary action to the City Council for Council approval at the City Manager's discretion.

PASSED AND ADOPTED by the City Council this 7th day of July, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Enclosure: Woodland Recreation Foundation Bylaws, as proposed to be amended