City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, August 18, 2015 | **6:00 PM** | **Council Chambers**

CLOSED SESSION
5:00PM

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8
Property: Yolo County Assessor's Parcel Number 042-030-047 (Spring Lake Park N-3)
Agency Negotiators: City Manager, Community Development Director, City Engineer and City Attorney
Under Negotiation: Price and Terms of Payment

B. 2 Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8
Property: APN 042-030-012
Agency Negotiator: City Manager, Community Development Director, and City Attorney
Negotiating Parties: Yolo Habitat Conservancy
Under Negotiation: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
AUGUST 18, 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.

16-073 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

G. COMMITTEE REPORTS

16-037 SUBJECT: Commission on Aging Meeting Minutes for April 9, May 14, and June 11, 2015

Recommendation for Action: Staff recommends that the City Council receive the April 9, May 14, and June 11, 2015 Commission on Aging Minutes that were approved on May 14, June 11, and July 9 (respectively).

Attachments: 040915 Minutes

051415 Minutes

61115 Minutes

16-067 SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the June 18, 2015, July 2, 2015, and July 16, 2015 Planning Commission meetings; and the July 23, 2015 Special General Plan - Planning Commission meeting, that were approved at the August 6, 2015 Planning Commission Meeting.

Attachments: A - June 18, 2015 Meeting Minutes

B - July 2, 2015 Meeting Minutes

C - July16, 2015 Meeting Minutes

D - July 16, 2015 Detail Meeting Notes

E -July 23, 2015 Meeting Minutes

F - July 23, 2015 Detailed Meeting Notes

F. MINUTES

1. 16-047 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 July 7, 2015 and July 21, 2015.

Attachments: 07-07-15 DRAFT MINUTES FOR APPROVAL

07-21-15 DRAFT MINUTES FOR APPROVAL

H. CONSENT CALENDAR

2. 16-031 SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council receive the Community Development Department's Quarterly Status report.

Attachments: A - CDD Quarterly Status Report April through June 2015 Final

B - CDD Capital Project Status Report April through June 2015 - Final

3. 16-041 SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of April 2015 through June 2015

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for April 2015 through June 2015.dy

Attachments: Qtrly Report - Apr-June 2015

4. 16-048 SUBJECT: Receive and File Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2014 program year and receive a summary update on the 2015 program year.

Attachments: Annual Report+Minutes

Annual Permissive Increases Approved

5. 16-020 SUBJECT: Final Acceptance and Notice of Completion for Community Senior Center Generator Project, CIP 13-07

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Community Senior Center Generator Project, CIP 13-07 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Attachments: Resolution_Final Acceptance 081815

6. 16-044 SUBJECT: Final Acceptance and Notice of Completion for the Safe Routes to School Improvement Project, CIP 13-06

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Safe Routes to School Improvement Project, CIP 13-06 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Attachments: A - Resolution

7. 16-050 SUBJECT: Final Acceptance and Notice of Completion for Water Transmission Main East, CIP #11-14 & Sports Park / Community Center Frontage, CIP #11-15

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Water Transmission Main East, CIP #11-14 & Sports Park / Community Center Frontage, CIP #11-15 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Attachments: A - Resolution

8. 16-022 SUBJECT: Increase the Fiscal Year 2015/2016 Tree Rebate Program Budget by $2,400

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an FY15/16 appropriation of $2,400 in support of the city's Tree Rebate Program.

Attachments: tree res

9. 16-032 SUBJECT: Downtown Streetscape Project, CIP 08-58; Approve Amendment to Consultant Services Agreement

Recommendation for Action: Staff recommends City Council approve Resolution No. _____, amending the consultant services agreement with RAH Environmental, Inc. in the additional amount of $9,011.58 for a total agreement amount of $54,011.58 and authorize the City Manager to execute the amendment.

Attachments: A - Resolution

10. 16-035 SUBJECT: Approve Amendment #4 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #4 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

Attachments: Resolution for amendment 4 ferguson

Ferguson Amendment 4 with scope

11. 16-052 SUBJECT: Approval of Subrecipient Agreement with Yolo Wayfarer

Center for 2013 Continuum of Care Grant

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2013 Continuum of Care (CoC) Program grant in the amount of $23,339 and authorizes the Finance Officer to amend the budget as necessary.

Attachments: CC Reso 18Aug15
Subrecipient Agreement 5May15
Agreement Signed HUD

12. 16-060 SUBJECT: Approve Construction Contract Change Order for Kentucky Avenue Sewer Rehabilitation Project, CIP #15-13; and Approve reallocation of $65,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, to approve a construction contract change order in the amount of $111,163 with McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project; and
2) Approve the reallocation of $65,000 of additional Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13.

Attachments: A - Resolution
B - Contract Change Order #3

13. 16-056 SUBJECT: Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement

Recommendation for Action: Staff recommends that the City Council:
1. Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; and
2. Approve Resolution No. _____, authorizing the City Manager to execute a 5-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

Attachments: Tyler Technologies, Inc., Resolution
Tyler Technologies Original Contract

14. 16-043 SUBJECT: IT Storage Area Network (SAN) Replacement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a replacement storage area network (SAN) device though a Purchase Order with DSA Technologies, Inc. in the amount not to exceed $100,000.

Attachments: Nimble Resolution

15. 16-068 SUBJECT: Adopt Resolution to Approve and implement a three (3) year agreement with the Woodland Mid Management Professional Association (MMPA).

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______, to implement a three (3) year agreement (July 1, 2015 to June 30, 2018) with the Mid Management Professional Association (MMPA) as described herein.

Attachments: MMPA MOU final

I. REPORTS OF THE CITY MANAGER

16. 16-071 SUBJECT: Approve Resolution Urging State to Address Critical Funding Needs for State and Local Transportation Infrastructure - Extraordinary Legislative Session

Recommendation for Action: Staff recommends that the Council adopt Resolution No. ______, urging the Governor and Legislature to provide new sustainable funding for state and local transportation infrastructure.

Attachments: Extraordinary Session Resolution

17. 16-062 SUBJECT: Third 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 Third Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.

Attachments: A - Resolution authorizing the CM to Execute the Third Amendment to the Grou

B - Third Amendment to the Ground Lease Agreement

C - Planning Commission Resolution PC15-08 & Conditions of Approval

18. 16-053 SUBJECT: Legacy Tree Grove Update

Recommendation for Action: Informational report only.

Attachments: Legacy Grove Concept Illustrations 8-18-15

19. 16-049 SUBJECT: Receive Fiscal Year 2014-15 Report on the City's Affordable Housing Loan Porfolio

Recommendation for Action: Staff recommends that the City Council receive the Fiscal Year 2014-15 report on the City's affordable housing loan portfolio.

Attachments: City Affordable Housing Loans

20. 16-008 SUBJECT: First Reading of an Ordinance of the City Council of the City of Woodland, adding Section 25-21-23 to the Woodland Municipal Code regarding solar energy systems

Recommendation for Action: Staff recommends that the City Council waive first reading and read by title only an Ordinance adding Section 25-21-23 to the City of Woodland Municipal Code to create expedited, streamlined permitting procedures for small residential rooftop solar systems, as mandated by State Assembly Bill No. 2188 (September 21, 2014) codified in Section 658505.5 of the California Government Code.

Attachments: A - Ordinance

21. 16-072 SUBJECT: Adopt Resolution to amend the contract between the California Public Employees Retirement System and the City Council of the City of Woodland and Second Reading of an Ordinance to amend the PERS Contract.

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, amending the contract between the Board of Administration California Public Employees/Retirement System and the City Council of the City of Woodland; and
2) Adopt Ordinance No. _____, amending the PERS Contract

Attachments: Police 4.887 RESO PERS Cost share final
contract to 4.887 cost share exhibit
Ordinance to amend PERSO contract 2015

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled forAugust 18, 2015 was posted on August 13, 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.

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

File #: 16-073, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Long Range Calendar

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

Staff Contact

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

Background

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

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment

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

SEPTEMBER 1st   REGULAR MEETING   REPORTS DUE 8/18

Consent Calendar

Summary Vacation & Quitclaim of approx. 266 sf of Heritage Parkway
Approve Joint Use Agreement with PG&E
Approve design contract w/Hatch Mott McDonald for East Trans Main – Wells #24 & #26, CIP 11-14
Award Contract for WPFC – Ph 3 Improvement Project (Pond System), CIP #10-11
App letter to Army COE authorizing study of Alt 2C for Lower Cache Creek Feas Study, CIP 09-15
Authorization to Bid Recycled Water Project
2nd Reading Solar Energy Systems Ordinance

Public Hearing

Approve Mandatory Use Ordinance for Recycled Water Program – establish initial boundaries for use

Regular Calendar

Report from Council AdHoc Subcommittee – Homeless Issues
Spring Lake Public Financing

SEPTEMBER 15th   REGULAR MEETING   REPORTS DUE 9/1

Zoning Ordinance Update – Medical Clinics (Referral)
HVAC Maintenance Contract
Approve 2014/15 CAPER
MOU Yolo Conflict Resolution Center

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

General Plan Land Use Scenarios
Update/Revision of Development Impact Fees

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 8/11/15

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 16-037, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Commission on Aging Meeting Minutes for April 9, May 14, and June 11, 2015

Recommendation for Action: Staff recommends that the City Council receive the April 9, May 14, and June 11, 2015 Commission on Aging Minutes that were approved on May 14, June 11, and July 9 (respectively).

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the April 9, May 14, and June 11, 2015 Commission on Aging Minutes that were approved on May 14, June 11, and July 9 (respectively).

Prepared by: Dallas Tringali, Community Services Program Manager

Paul Navazio

Paul Navazio, City Manager

Attachments: April 9, May 14, and June 11, 2015 Commission on Aging Meeting Minutes

Commission on Aging

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

Regular Meeting Minutes

April 9, 2015

Call to Order

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

Roll Call

Commissioners Present:	Campbell, Sanborn, Brown, Overholt, Wheeler
Staff:	Engel, Tringali, Haynie
Guest:	Terry Basset, Executive Director of Yolo Bus Transit

Pledge of Allegiance

Communications-Commission/Staff Statements and Requests

Commissioner Campbell voiced his concerns about the handicap parking at the Woodland Community & Senior Center (he would like additional handicap parking).

Consent Item

March 12, 2015 Minutes

Commissioner Sanborn made the motion to accept the minutes of March 12, 2015, Commissioner Brown seconded the motion. 5/0

Presentation

Terry Basset, Executive Director of Yolo Transit presented to the Commission the proposed plan to change the Route 214 to address the need for closer Yolo Transit access to Yolo County Justice Center. The proposed change will take effect on August 17, 2015. A Public hearing will be held on April 13, 2015 at 7 p.m. at YCTD Board Room, 350 Industrial Way, Woodland, concerning the Woodland Transit Study to address the needs of Woodland over the next 5 years. Bassett asked for the commission's involvement in the study.

Correspondence

None

Regular Calendar

Speaker Series

Commissioner Overholt stated that the next Speaker is scheduled for May 14, 2015, 9:30-11:30 a.m. Nurse Joan Hatchett will present Important Documents. Commissioner Overholt asked that CD's with the Important Documents be available for participants at the event.

Senior Resource Fair

Tringali provided an update on vendor confirmation, with 62 vendors confirmed. Lilian will lead the walk, St. Johns will supply healthy snacks, and Woodland Stompers will perform. Commissioners Sanborn and Campbell will meet with Tringali on May 6th, 9:30-11:30 a.m. to arrange the set up for the Resource Fair.

Senior Advocacy Day Information-Brown

Commissioner Brown reported that the Senior Advocacy is planning a rally on the State Capital steps on May 6, 2015, 9-3 p.m.

Report of the Staff

Senior Center Report

Tringali reported that the staff report now includes a list of all upcoming events hosted by the Senior Center for 2015 and 2016. Tringali encouraged the Commission to attend events. Commissioner Sanborn assisted in procuring a volunteer to assist seniors with technical support for the phones, IPads, etc. Collette's Travel will do a travel presentation on April 16, 2015. Greeting card class will start in May at a cost of $5 per month. Engel stated that City Council approved Commissioner Brown's appointment to the Yolo County Commission on Aging. At the May 19, 2015 Council meeting the Proclamation of May as Older Americans month will be presented. Commissioner Campbell will attend the meeting to accept the proclamation.

Facility Update, Senior Issues

Engel reported that surveys were sent to all Commissioners for the Parks & Recreation Master Plan. Ground-Breaking ceremony for the State Theatre project is on April 14, 2015.

Business Items for Next Meeting
Speaker Series
Senior Resource Fair 2015- Update
Senior Center Report
Facilities update
Next Meeting Date April 9, 2015

Adjourn

Commissioner Sanborn made the motion to adjourn the meeting at 4:30 p.m., Commissioner Brown seconded the motion, and motion carried 5/0.

Respectfully submitted,

Cathy Haynie, CS Administrative Supervisor
Community Services Department

Commission on Aging

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

Regular Meeting Minutes

May 14, 2015

Call to Order

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

Roll Call

Commissioners Present:	Campbell, Brown, Overholt,
Absent:	Sanborn, Wheeler
Staff:	Engel, Tringali, Haynie
Guest:	

Pledge of Allegiance

Communications-Commission/Staff Statements and Requests

Consent Item

April 9, 2015 Minutes

Commissioner Overholt made the motion to accept the minutes of April 9, 2015; Commissioner Brown seconded the motion.35/0

Presentation (none)

Correspondence (none)

Regular Calendar

Speaker Series

Commissioner Overholt stated that 14 participants attended the May 14, 2015, 9:30-11:30 a.m. Nurse Joan Hatchett presented Important Documents.

Senior Resource Fair

Commissioners Campbell, Sanborn and Tringali met and arranged the set up for the Senior Resource Fair. Commissioner Overholt will attend the Senior Resource Fair. 70 vendors have confirmed attendance. Event runs 10-12; COA will arrive at 9:30 a.m. Scheduled presentations are 10:30 a.m. Home Health, 11:00 St. Johns, 11:30 a.m. Selecting Home Health Care. YMCA will be offering free classes, Woodland Stompers will perform twice.

Senior Advocacy Day Information-Brown

Commissioner Brown reported that she did not attend the May 6, 2015 rally on the State Capital steps. Commissioner Brown has no additional information to report at this time.

Report of the Staff

Senior Center Report
Tringali reported that Christina Cruz's last day will be June 6, 2015, new staff will start training in May and her commitment extends to April 2016. Tringali is working on simplifying the staff report, and asked what information was important to the Commission.

Facility Update, Senior Issues
Engel reported that the Solar Project has had some controversy with tree removals at the Woodland Community & Senior Center. Arrays were removed from the project over the senior parking area. Commissioner Campbell reported that he met with Council and Engel about a block grant for the green area in front of the Community & Senior Center for additional handicap parking. Commissioner Campbell is volunteering to participate in the Woodland Transit Study representing the COA and will contact Terry Basset, Executive Director of Yolo Bus Transit. Commissioner Brown reported that she will attend a meeting for Center for Successful Aging on June 22, 2015 and report back to the Commission.

Business Items for Next Meeting
Speaker Series
Senior Resource Fair 2015- Update
Senior Center Report
Facilities update
Center for Successful Aging (July Agenda)
Next Meeting Date June 11, 2015

Adjourn

Commissioner Overholt made the motion to adjourn the meeting at 3:40 p.m., Commissioner Brown seconded the motion, and motion carried 3/0.

Respectfully submitted,

Cathy Haynie, CS Administrative Supervisor
Community Services Department

Commission on Aging

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

Regular Meeting Minutes

June 11, 2015

Call to Order

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

Roll Call

Commissioners Present:	Campbell, Sanborn, Overholt, Wheeler
Staff:	Tringali
Guest:	

Pledge of Allegiance

Communications-Commission/Staff Statements and Requests

Commissioner Campbell called DMV to find out about license plate placards, 322,368 handicap plates issued in California; of them there are 2982 issued to Zip 95695 and 1237 issued to Zip 95776. There is a need to discuss handicap placards with the City. Commissioner Overholt asked if there is any feedback from users about not enough parking. Commissioner Campbell responded with yes, we have 11 handicap spots at the center, as the population continues to age this will be a problem for the future. 400' from the furthest spot to a handicap door, doors locked in the building make it difficult for participants. Commissioner Campbell spoke to SCI, P&R Commission and asked if the next step is to do petitions. Tringali discussed parking at the Community & Senior Center and the solar project. Commissioner Sanborn asked if the doors were locked of July 4th. Commissioner Wheeler asked if there were volunteer staff to help participants. Commissioner Sanborn asked if the doors could be opened on July 4th. Tringali will follow up on information about the doors of July 4th. Commissioner Campbell stated that the handicap parking issue needs to be addressed. Commissioner Overholt asked if valet or golf carts could be used of July 4th. Tringali will follow up on the valet or golf cart requests. Commissioner Campbell asked if it possible to obtain golf carts. Tringali will update Commissioner Campbell on this issue.

Consent Item

May 14, 2015 Minutes

Commissioner Campbell tabled the minutes.

Regular Calendar

Speaker Series

No updated information at this time.

Senior Resource Fair

Commissioner Campbell had the following change requests for the Senior Resource Fair 2016:

1) The commission all needs to be there at 8:30 am
2) Presenters/vendors in through 1 door & the table
3) Event program was good
4) Nobody but vendors in the gym until 10am
5) All vendors will be escorted to their table
6) No changes without permission form the commissioners
7) (Carla) Signed up under 1 name and came in under another name

8) (Campbell) Listing as name instead of agency
9) Raffle prizes – omit! Let vendors do their own
10) Starts at 10, ends at 12
11) Contact veterans organizations, American Legion, VFW, Veterans' Coalition
12) What role do Commissioners have in the event?
13) No cooking food inside the gym – cook outside if need be
14) Move tables toward south side of gym so dancers have more room at the opposite side of the gym
15) (Sanborn) Commission to review the blank application
    a. Dallas: put together application in November every year

Senior Advocacy Day Information-Brown

Commissioner Brown was absent, no update available.

Report of the Staff

Senior Center Report

Tringali updated the Commission on the Teens Helping Seniors program and will supply flyers for the Care Car. Upcoming events Rhythm and Ribs on July 18, Spaghetti Feed on June 25 served by THS. Commissioner Campbell asked that the COA receive new name tags and name placecards.

Business Items for Next Meeting
Speaker Series
Handicap parking
Senior Center Report
Facilities update
Next Meeting Date July 9, 2015

Adjourn

Commissioner Sanborn made the motion to adjourn the meeting at 4:30 p.m., Commissioner Overholt seconded the motion, and motion carried 4/0.

Respectfully submitted,

Dallas Tringali, Recreation Manager
Community Services Department

Legislation Text

File #: 16-067, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the June 18, 2015, July 2, 2015, and July 16, 2015 Planning Commission meetings; and the July 23, 2015 Special General Plan - Planning Commission meeting, that were approved at the August 6, 2015 Planning Commission Meeting.

Staff Contact
Debbie Flemmer, Administrative Clerk, Community Development Department

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - June 18, 2015 Meeting Minutes
Attachment B - July 2, 2015 Meeting Minutes
Attachment C - July 16, 2015 Meeting Minutes
Attachment D - July 16, 2015 Detailed Meeting Notes
Attachment E - July 23, 2015 Meeting Minutes
Attachment F - July 23, 2015 Detailed Meeting Notes

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 18, 2015 **6:30 PM** **Council Chambers**

A. Call to Order

Meeting was called to order at 6:40 pm

Staff Present:
Cindy Norris, Principal Planner
Kara Ueda, City Attorney

B. Roll Call

Present: 6
Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris, Commissioner Marco Lizarraga, Commissioner Fred Lopez, and Commissioner John Murphy.
Absent: 1
Commissioner Elodia Ortega-Lampkin

C. Approval of Minutes

14-825 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of May 21, 2015.

Attachments: May 21, 2015 Meeting Minutes

A motion was made by Commissioner Lopez and seconded by Commissioner Harris to approved the minutes of May 21, 2015. The motion was carried by the following votes:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez and Murphy.

14-828 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of June 4, 2015.

Attachments: June 4, 2015 Meeting Minutes

A motion was made by Commissioner Lizarraga and seconded by Commissioner Harris to approve the minutes of June 4, 2015. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga and Murphy.
Abstained: Commissioner Fred Lopez

D. Directors Report

E. Public Comment

No public comment received.

F. Communications

Chairman Wells provided communications

G. Subcommittee Reports

H. Public Hearing

None presented

I. New Business

14-822 SUBJECT: Presentation Regarding the Brown Act and Procedural Updates
DATE: June 18, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission receive a presentation by the City Attorney concerning Due Process issues and the Brown Act.

J. Old Business

14-823 SUBJECT: Consideration to Appoint a Standing Subcommittee on Zoning Matters
DATE: June 16, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission consider creating a standing subcommittee that would address zoning matters.

Attachments: Cover Staff Report Memo from May 7, 2015

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to create a Zoning Subcommittee, with the specific work program to be determined at a later date. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Holt and Lizarrga.
Nos: Commissioner Murphy

The following appointments were made to the Zoning Subcommittee: Vice Chairman Holt and Commissioners Lizarraga and Lopez by vote of 6:0:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Holt, Lizarraga and Murphy.

K. Adjournment

Meeting was adjourned at 8:12 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, July 2, 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 Bumgardner, Senior Planner

B. Roll Call

Present: 6
Chairman Kirby Wells, Vice Chairman Holt, Commissioner Steve Harris, Commissioner Marco Lizarraga, Commissioner Fred Lopez, and Commissioner John Murphy
Absent: 1
Commissioner Elodia Ortega-Lampkin

C. Approval of Minutes

No minutes presented.

D. Directors Report

E. Public Comment

None provided

F. Communications

Commissioner Murphy provided communications

Chairman Wells provided communications
- requested that an item be placed on the agenda to discuss having the Planning Commission say the pledge of allegiance at each meeting.
- requested that an item be placed on the next agenda addressing Planning Commission Meetings and re-scheduling meetings that are adjacent to a holiday closure.

G. Subcommittee Reports

H. Public Hearing

14-794 Woodland Tractor Parcel Map No. 5074 (PLNG 15-00024). 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 in the Industrial Zone.

Location: 95 West Kentucky

Applicant/Owner: Jeff Huckins/Woodland Tractor & Equipment Co., Inc.

Environmental Report: Class 15 Categorical Exemption (CEQA Guidelines, §15315)

APN: 027-440-012-000

Project Planner: Erika Bumgardner, AICP, Senior Planner

Staff Recommendation: Conditional Approval

Attachments: 1. Planning Commission Resolution including Exhibits a. & b.

2. General Application

A motion was made by Commissioner Lizarraga and seconded by Vice Chairman Holt to open and continue hearing of this item; Woodland Tractor Parcel Map No. 5074 (PLNG 15-00024) a request for a tentative parcel map to divide a 9.33 acre parcel into two parcels of 3.33 acres and 6 acres to the July 16, 2015 Planning Commission Meeting. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez and Murphy

I. New Business

14-854 SUBJECT: Potential Zoning Ordinance Amendments

DATE: July 2, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission:

1. Review the staff report which provides a concept idea for possible zoning amendments for future consideration; and

2. Provide input to Staff for these Zoning Ordinance amendments concerning possible updates; and

3. Request that Staff forward a recommendation to City Council concerning the initiation of minor Zoning Ordinance amendments and request that the City Council authorize staff to work with the Zoning

Subcommittee and Planning Commission to evaluate and identify needed code amendments and prepare final Zoning Ordinance amendment recommendations.

Commission decided that a Zoning Subcommittee member will be selected as a liaison to work with staff on scheduling. Commission further decided that the first task be evaluation and clean up of "rear yard" definition(s). (Zoning Subcommittee members were appointed at the June 18, 2015 meeting) Commissioners Holt, Lizarraga and Lopez.

Staff commented that work can begin after authorization of this item by the City Council upon approval of the Planning Commission Work Program.

J. Old Business

14-855

SUBJECT: Review of Planning Commission Roles, Responsibilities and Functions and Preliminary Work Program

DATE: July 2, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission:

1. Receive an overview by staff on:
a. Roles, responsibilities and functions of the Planning Commission.
b. Review of application types and review authority (Attachment "1")
c. Review of past project reviews and possible future application reviews.
d. Review of the draft 2015-2016 preliminary work plan (Attachment "2")

2. Provide input and direct staff to work on a draft work program and staff report for City Council consideration.

Attachments: ATT 1 - Application Types and Review Authority
ATT 2 - Draft 2015-2016 PC Work Program

Work Program; bring a final refined draft back to the Planning Commission for approval, which will then be incorporated into a final report for the City Council.

K. Adjournment

Meeting was adjourned at 7:30 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, July 16, 2015 | **6:30 PM** | **Council Chambers**

A. Call to Order

Meeting was called to order at 7:05 pm

Staff Present:

Ken Hiatt, Director
Cindy Norris, Principal Planner
Erika Bumgardner, Senior Planner
Heidi Tschudin & Sophie Martin, General Plan Team Consultants

B. Roll Call

Present 7:
Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John Murphy and Commissioner Elodia Ortega-Lampkin

C. Approval of Minutes

No minutes presented.

D. Communications - Directors Report

E. Communications - Public Comment

None provided

F. Communications-Commission Statements Requests

None provided

G. Communications - Subcommittee Reports

Chairman Wells regarding the Public Art Subcommittee; reported that the Public Art Committee has met twice.

Vice Chairman Holt a Design Liaison to the Planning Commission; reported that he has met regarding Sixth and Main Street Project.

H. Public Hearing

16-016

Woodland Tractor Parcel Map No. 5074 (PLNG 15-00024). 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 in the Industrial Zone.

Location: 95 West Kentucky

Applicant/Owner: Jeff Huckins/Woodland Tractor & Equipment Co., Inc.

Environmental Report: Class 15 Categorical Exemption (CEQA Guidelines, §15315)

APN: 027-440-012-000

Project Planner: Erika Bumgardner, AICP, Senior Planner

Staff Recommendation: Conditional Approval

Attachments: 1. Planning Commission Resolution including Exhibits a. & b.
2. General Application

Motion was made by Vice Chairman Holt and seconded by Commissioner Lizarraga to approve Woodland Tractor Parcel Map No. 5074 (PLNG 15-00024), request for a tentative parcel map to divide a 9.33 acre parcel into two parcels of 3.33 acres and 6 acres. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt, Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin.

16-009

SUBJECT: General Plan Update 2035 - Overview and Presentation Regarding Development Scenarios Analysis and Draft Preferred Land Use Map and Proposed Development Strategy

DATE: July 16, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission make the following recommendations to the City Council:

1.) Accept the Draft Land Use Map as the Preferred Land Use Exhibit for the purposes of drafting the revised General Plan and General Plan Environmental Impact Report (EIR)

2.) Accept the Proposed Development Strategy as conceptual direction for key land use and related policies in the General Plan Update.

3.) Direct staff and the consultant team to prepare the Draft General Plan incorporating the Preferred Land Use Exhibit and proposed development strategy.

Attachments: 1 - February 2013 City Council Report on Why a General Plan Update
2 - Community Workshop Report Summary
3 - General Plan Steering Committee Minutes from May 12 & June 9
4 - Land Use Crosswalk Table
5 - Draft Preferred Land Use Map

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to open and continue the General Plan Update 2035 - Overview and Presentation Regarding Development Scenarios Analysis and Draft Preferred Land Use Map and Proposed Development Strategy item to the Planning Commission, Special General Plan Meeting scheduled for July 23, 2015.

NOTE: Detailed notes for the July 16, 2015 General Plan discussion were prepared. They have been included as an attachment to these minutes.

I. New Business

None provided

J. Old Business

None provided

K. Adjournment

Meeting was adjourned at 8:55 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.

NOTES from the Woodland Planning Commission Session – July 16, 2015 - Part 1

July 16, 2015, 6:30 pm
City Council Chambers

ATTENDANCE

All Commissioners were in attendance along with approximately 28 members of the public.

QUESTIONS FROM THE COMMISSION

- Marco Lizarraga– I would have liked to have seen a more complex analysis of the fiscal impacts of each scenario to the city.
    - Sophie – We focused on types of jobs and the tax revenues generated. Job growth is something that needs to be supported by strong economic development policies. Economic growth is a complicated story and we can certainly look into it in more detail.
- Fred Lopez – I agree that economic development is important. No one could predict what was going to happen 6 years ago. It's also important that a flood plan/solution is reached before some of those other plans are in place.
- Chris Holt– I'm a big proponent of infill and compact development. Have we been in conversation with the County about the tax sharing agreement for the southern site (SP-1)?
    - Sophie – To some extent yes. We looked at historic tax sharing agreements with the County over time and location.
    - Ken – We've been actively been working with the County on annexation in different scenarios with BAE. We are deep into this analysis and working to understand the cost burdens for both sides. We'll continue this process over the next several months.
- Chris Holt– Is infrastructure planned for all of SP-1, or just SP-1A?
    - Ken – Spring Lake infrastructure was upsized to accommodate SP-1A and areas around the interchange. The drainage is being updated right now to accommodate for all of SP-1. We believe there is adequate infrastructure to support all of SP-1.
- Chris Holt– FARs in Downtown and Mixed Use Areas: The lower thresholds are more suburban and not appropriate for an urban context. This will allow projects that are not appropriate for the urban core. We really want to push the density and intensity of these areas. Would we consider moving those lower thresholds up?

- Sophie – These are not finalized and open to refinement. We chose something to do a calculation of buildout. The FARs are representative of a town on the cusp of moving from more suburban to more urban. Higher FARs might be challenging if we don't take a careful look at parking requirements. That is, it can be hard to fit higher density/intensity on smaller sites and still meet parking requirements. Another way this issue can be addressed is to allow a wider range of FAR in the GP, but become more specific in the Zoning Ordinance. Perhaps allow for lower FARs further from the urban core and higher intensity in the core. I would advise considering projects in Woodland that were successful and look at what their constraints were to decide what is feasible.

- Chris – Can we see examples of policies that incentivizing infill downtown?
  - Sophie – I can come up with some example policies that we've seen in other jurisdictions.
  - Ken – At this phase we're looking for general direction. If there is support for infill policies, we will write them as we prepare the final General Plan.
- Kirby Wells– Outstanding job on this project so far.
- Marco Lizarraga– You say that depth of flooding is not deep enough in some areas to prohibit development. But insurance would still be a concern, because it is expensive whether the flooding risk is one foot or five feet deep. This could hamper the possibility of commercial growth.
  - Kirby Wells – Yes, and it also affects the ability to borrow money.

PUBLIC COMMENTS

- David Storer – I represent the Knaggs property in the northwest part of the city.
  - I agree that we need to spur investment in the northwest quadrant. We could also use investment with respect to services. The NW quadrant is well located, as it's closest to Downtown and near the Kentucky corridor. It has great things going for it in terms of commercial activity. Based on jobs generated, it is one of the better scenarios.
  - I'd also like to make the comment that it would be very beneficial to Specific Plans to be able to tier off of the GP EIR.
- Tim Taron (East Woodland LLC) –
  - Prioritize development on non-Prime Farmland.
  - By going to MPRA first after SLSP, you're looking at an area that would destroy 45% of Prime farmland in the ULL. SP-3 has 25% of the Prime Farmland in the ULL. At last GPSC Meeting, by asking "when" development should start in SP-1, instead of "whether" it should, influenced the outcome of that discussion.

- SP-2 only has 9 acres of Prime Farmland. That land is so badly degraded only grass can be grown. It is worthless as ag land.
    - It seems to us that the logical way to approach the preferred alternative is to minimize the amount of Prime Farmland doesn't need to be developed now.
    - Our proposal is very close to Scenario 2: Spring Lake first, then SP-1A, then allow SP-2 to plan right away (before flood solution is in place). If you make it wait, more Prime Farmland will be lost while waiting for it to develop.
    - We have marked up the Preferred Plan (Dev. Scenarios Analysis?) in a way that will be consistent with our goals. I'd like to allow questions next week. We'd also like an opportunity to respond to questions/comments about our plan.
- Mona Shulman (PCP) – PCP is not an uninterested bad corporation. We are a grower owned co-op. Most live in and around Woodland. We are interested members of the community, and want to be a good corporate citizen.
    - We concur that our site is not Prime Farmland. (As a result of a historical accident, not anything we did.) We manage our site just fine. There have been issues in the past, but we've spent money to do a good job in the past few years (sprinkle the area).
    - However, urban development close to our site might cause conflict. Changes to the General Plan might mean we should move to other sites that are not burdened by the urban conflict we experience now.
    - We're fine with development of 900 acres.
    - Want to present petitions on behalf of the Cannery Teamsters.
- Jesse Ortiz – Lifelong member of Woodland community
    - Support preserving Prime Farmland and finishing Spring Lake. The community deserves for this project to be completed
    - I prefer Scenario 2.
- Olga Nevares –
    - I'm here is support of Scenario 2.
    - Preserve ag land
    - Complete Spring Lake
    - Move railroad tracks
    - Support rezoning of unused City properties
- Skip Davies:
    - Scenarios make sense; you'll have to take a little bit of each one.

    - Gateway are very important. They need to be treated differently.
    - Tax sharing agreements – Some now are unfair to City of Woodland.
    - I chair the flood committee – I think a flood scenario is closer than anticipated. There are two preferred solutions that will be narrowed to one, but we still need funding. The design is closer with the $5 million. I think the GP as it's presented allows for this.
    - Rail relocation may take longer. Opportunities north of 1-5 and eastern development becomes more palatable.
- Art Pimentel – Here to represent my 2 year old daughter Isabella.
    - This is an important process. Staff has done a good job.
    - Priorities:
        - Finding a flood solution
        - Protecting prime agricultural land – particularly in south and north, just because there's a significant amount of property within ULL, voters didn't intend for that to be developed.
        - Move railroad tracks outside of City of Woodland
        - Make a difference downtown and in core areas
    - Consider combination of Scenarios 1 and 2
- Glen Barton –
    - Concern with ½ mile buffer around sewer treatment plant. Does that belong to a study of any kind or a number pulled out of the air? How will that affect the development of land on east side of 102?
    - Cindy: ½ mile buffer is based on best practices in industry for odor impacts. At this time, it's considered the best mitigation. The City is continuing to work on other mitigations that could reduce the buffer, but they might be costly.
- Bob Thomas – General Manager of Conway Ranch
    - Water problem – Conway is working with UC Davis on the water project that will be put together next summer. You need to consider the future of water in the City of Woodland.
    - It would be good to see prime farmland mapped for each scenario.
    - Next Thursday, it would help to have a better description of the flood problems in Woodland. They want to expand Yolo bypass. The West Levee on Conway Ranch would need to be strengthened to widen the bypass. It is a State levee that has been decertified. Strengthening it will help solve some of the city's problems.
    - Mayor came to us for help with a flood solution and getting the train tracks out of Woodland. They've identified a rail solution to get the

tracks out of all three cities. The rail and flood solutions are on Conway Ranch.

- Drew Palmeiro Jr. – Lifelong resident
    - Support Scenario 2, vital for future of Woodland
    - Strongly believe relocating the train tracks would heighten the city's economy by opening up the eastern corridor.
- Jenny Lilge –
    - A year and a half ago the process seemed like it was getting hijacked by private interests. Do not develop on 900 acres because it stretches the city and moves the center. It would be expensive to spend money on infrastructure, services, etc.
    - I think agriculture heritage is being used as a catch phrase to push the 900 acres.
    - An extra fire station, police station, new onramp? Developers stand to make a lot of money off of this. Think about who stands to gain what.
- Kenneth __?
    - Having farmland within the city is not the best.
    - Kentucky and that entrance to the city has been totally ignored. We've been trying to clean up the old buildings to make it nicer, but it's just been abandoned. It needs to be taken care of.
- Al Eby – GPSC Member
    - Some inherent design flaws in the way the city is perceived when driving through. In SP-3, what makes you want to stop? An AM/PM, but that's it. You don't start to know what this community is about until Main or 102. By then people have already decided to keep going to Sacramento. How do we get people to stop and say "Hey that's a really nice town!" or "Wow, should we stop in that community?" That area looks like an industrial wasteland. We have to change that.
    - I don't agree with triggers. 80% buildout is a problem so people will delay. Instead, give a timeline.
    - As Marco said, generating revenue is key. As a small business owner, we have to look at turnover of customers.
- Ron Caceres –
    - I'd like to advocate for more infill; You have a strong directive to do so. We have plenty of sites now.
    - I don't have a vested interest in SP 1, 2, or 3, but I do in downtown. I'd like to encourage higher density development on the sites we do have downtown. Brings more people to the core. Overall, that would be the best thing.

Attachments :

- Handout from Tim Taron – Map with notes
- Copies of Petitions from the Employees at PCP Woodland

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

530-661-5820

City of Woodland

Meeting Minutes - Draft

Planning Commission

Thursday, July 23, 2015 | **6:30 PM** | **Council Chambers**

Special General Plan Meeting

A. Call to Order

Meeting was called to order at 6:35 pm

Staff Present:
Ken Hiatt, Director
Cindy Norris, Principal Planner
Heidi Tschudin & Sophie Martin, General Plan Team Consultants

B. Roll Call

Present 7:
Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner John Murphy and Commissioner Elodia Ortega-Lampkin

C. Approval of Minutes

No minutes presented.

D. Communications - Directors Report

E. Communications - Public Comment

None provided

F. Communications - Commission Statements Requests

None provided

G. Communications - Subcommittee Reports

None provided

H. Public Hearing

16-029 SUBJECT: Continuation of the General Plan Update 2035 - Overview and Presentation Regarding Development Scenarios Analysis and Draft Preferred Land Use Map and Proposed

Development Strategy

DATE: July 23, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission make the following recommendations to the City Council:

1.) Accept the Draft Land Use Map as the Preferred Land Use Exhibit for the purposes of drafting the revised General Plan and General Plan Environmental Impact Report (EIR)

2.) Accept the Proposed Development Strategy as conceptual direction for key land use and related policies in the General Plan Update.

3.) Direct staff and the consultant team to prepare the Draft General Plan incorporating the Preferred Land Use Exhibit and proposed development strategy.

Attachments: 1 - Minutes from the Planning Commission Meeting - Part 1

2 - Development Scenario Analysis Summary

3 - Examples of Infill Development Policies

4 - Converted Farmland within Specific Plan Areas by Category

Commissioner Lizarraga made a motion to accept the staff proposal, with the addition that the 900 acres (SP 2) be included in the program level EIR clearance.

Commissioner Wells made a friendly amendment to that request, to also take out the language for SP-2 regarding flood and to include SP 3 to receive programmatic clearance under CEQA.

Commissioner Holt suggested amendment to Commissioner Wells request to only take out the portion of the trigger language that relates to funding and permits, and to revert to old language that says contingent upon a comprehensive flood solution.

Commissioner Wells restated his motion to say that it should revert to the old language and accepted Commission Holt's suggestion.

Commissioner Lampkin requested that the motion be restated.

Commissioner Lizarraga stated that he moves to accept staff recommendation and to add in that the EIR for the General Plan shall include the 900 acres and SP-3 for programmatic clearance.

Commission Holt asked if it also included reverting to the old language for SP 2. Commissioner Lizarraga agreed.

Commissioner Lampkin seconded the motion

Ken Hiatt asked for clarification regarding the motion and whether it included an amendment to the growth assumptions for the General Plan and EIR.

Commissioner Lizarraga stated that yes it does expand the development assumptions.

Commissioner Wells called for a vote: 7-0 in favor of the motion as clarified.

Summary of the Motion:

Move staff's recommendation, and include SP-2 and SP-3 as part of the programmatic CEQA clearance for the General Plan and modify the trigger language to revert to the old language (from the July 16 Preferred Plan map).

An amendment to the motion was added after discussion to expand the proposed build out assumptions as necessary to allow the inclusion of all the SP areas.
Motion: Lizarraga Second: Lampkin
7-0 in favor

NOTE: Detailed minutes for the July 23, 2015 General Plan discussion were prepared. They have been included as an attachment to these minutes.

I. New Business

None provided

J. Old Business

None provided

K. Adjournment

Meeting adjourned at 9:35 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.

Woodland Planning Commission Session – Part 2

July 23, 2015, 6:30 pm
City Council Chambers

ATTENDANCE

All Commissioners were in attendance along with approximately 30 members of the public.

COMMISSION DISCUSSION

- *Elodia Ortega-Lampkin:* Regardless of what we decide, we will look at flood, correct?
    - Sophie: Yes
- *Elodia Ortega-Lampkin:* Any scenario will include the downtown area?
    - Sophie: Correct
- *Fred Lopez:* What does the "three years trigger" refer to? Three years after GP is adopted?
    - *Sophie:* Yes, the timing is based on adoption of the GP.
    - *Ken:* We are aiming for adoption in 12-18 months
- *Steve Harris:* Also, in terms of the SP-1 trigger, what does the 80% refer to?
    - *Sophie:* 80% buildout of approved units in Spring Lake
- *Fred Lopez:* Where are we today in terms of Spring Lake buildout?
    - *Ken:* Spring Lake is currently at about 35% buildout.
- *Fred Lopez:* Can you provide any more specifics about potential infill policies?
    - *Sophie:* That's the type of policy we'd continue to flesh out moving forward. Examples were provided in the attachments for this meeting, but further specifics have not been drafted for Woodland yet. That will happen when the Land Use Element is drafted.
- *Chris Holt:* Will the flood project have it's own EIR separate from this GP EIR?
    - *Sophie:* Yes
- *John Murphy:* Was the flood NOP for Cache Creek or the west levee?
    - *Ken:* It was for Cache Creek.
- *John Murphy:* And a comprehensive flood solution means a flood solution for both Cache Creek and the west levee?
    - *Ken:* Yes

- *John Murphy:* More specific language for flood constraints in the North Gateway is needed. It should match the flood language for SP-3.
    - *Sophie:* The language for the North Gateway is vague because some development might be possible with padding up.
- *Marco Lizarraga:* Are we choosing between scenarios?
    - *Sophie:* This map is a combination of the four scenarios. You are not being asked to choose between the scenarios. This is the alternative you are being asked to approve.
- *Marco Lizarraga:* What about the EIR?
    - *Sophie:* Before moving on to the EIR, we will have to draft a Project Description.
- *Steve Harris:* This has been a difficult process. Every option involves farmland, so you have to consider what impacts the least amount of farmland. I get frustrated trying to protect the farmland. But I guess if it's within the ULL, it's fair game. I know the city has to grow, but let's protect the farmland. We should do infill because that's what people want and it wouldn't affect farmland. What are we doing to encourage infill and higher density in the core?
    - Ken: Excellent questions. At this point, we're validating what we've heard from the community, and that's that infill is a priority. As we move forward, we'll work on crafting more meaningful policies and actions to make infill happen. The Commission will be involved in this process.
- *Steve Harris:* I wish I knew more about the flood issue. Will we be involved with that moving forward? It seems the flood could be tied to SP-2 and Conway Ranch and what happens out there.
- *Steve Harris:* What infrastructure is there in the North Gateway?
    - *Ken:* There's water and sewer near the interchange. We'd have to consider upsizing. We'll look at those specific issues as we refine the policies.
- *Kirby Wells:* That issue of "significantly restricts the city from advancing development" in SB 5 is solely for residential development? The limitation is for residential?
    - *Brent:* We're still digging into SB-5. At this point, there is allowance to continue padding up in the industrial area. We don't anticipate doing that for residential.
- *Kirby Wells:* How does the new map differ from last week's map?
    - *Sophie:* We've added additional language to SP-2 and SP-3 to be more clear about flood and when planning can proceed.
- *Kirby Wells:* I hate the idea of constraining ourselves by saying we won't do anything until flood is in place. Maybe amend the language to allow for specific solutions (padding up) if possible.

- *Sophie*: Are you referring to North Gateway area?

- *Kirby Wells:* Sure, let's start there. Language shouldn't be limited by flood if we can do a different work around.
  - *Sophie:* One of the concerns for this area is that some of that land might be involved in the flood solution.
- *Kirby Wells:* But we control that. I wonder why we want to close that door now.
  - *Ken:* Not trying to close the door, just want to indicate that the flood solution needs to be prioritized and happen first. We're open to development, but first we need to focus on the flood solution and getting protection in place.
- *Kirby:* Last week, the language was more flexible. The new map has more stringent language, saying we're not going to touch it until after a flood solution.
  - *Ken:* Yes, that was our attempt to clarify our intent. But, we're not closing the door on development.
- *Marco Lizarraga:* The new stronger language seems to conflict with SB 5. This says you either have a solution or not. That's not what SB 5 requires.
  - *Ken:* We believe it is consistent.
- *Marco Lizarraga:* SB 5 says you have to address the flood issue. This doesn't.
  - Ken: I think we're talking about semantics. We're saying development shouldn't occur until the flood solution is designed, engineered, financed….
- *Elodia Ortega-Lampkin:* For SP-2, you have more specific language. On the North Gateway area, it just says flood is a constraint.
  - *Ken:* Specific Plan processing is considered based on residential development. However, some limited amount of non-residential development could happen prior to a flood solution as long as it doesn't conflict with the future flood solution. In SP-2, we don't advise any non-residential development happen without a flood solution because of the infrastructure required and deeper flood depths.
- *Kirby Wells:* The trigger language for SP-1 would be cleaner if we just put a date. How would you feel if we took out the percentage piece and only put in a date?
  - *Ken:* The initial intent was to allow Spring Lake to buildout to a specific amount. But it was decided that we don't want landowners to have control by slowing building.
  - *Sophie:* The either/or allows you to move faster if the economy picks up. If Spring Lake achieves 80% sooner than 3 years, it allows you to move on sooner, rather than waiting for a specific date.
- *Kirby Wells:* But, we could pull out the percentage and say 3 years or City approval?

- *Sophie:* Yes
  - *Ken:* The language is preliminary at this point. We will continue to fine tune.
- *John Murphy:* I like the percentage. We've seen the slow down in Spring Lake's development, and the amenities have not been built. If we start allowing development to happen elsewhere, then it will take even longer to get the amenities that people have been waiting for.

PUBLIC COMMENTS

- *David Storer* (Knaggs Family Trust)
  - I'm the author of the memo that was provided to the Commission. I've modified the chart that showed farmland by area. I circled 3 land uses.
  - Prime ag land is a whole other category.
  - Specific Plans can be acted upon independently. The cost is passed on to the developer to process the risk.
  - SB 5: Before any jurisdiction can approve a ministerial permit, you have to show you're making progress toward a flood solution. There's many ways to do this. It alarms me that residential will not be included in the EIR in flood areas. SB 5 does not say that. I'd like for SPs to be able to tier off of the GP EIR.
    - *Marco Lizarraga*: SB 5 makes sense, but it's vague. It's possible to include residential zones in the EIR even without flood solution. So the recommendation should be to include that.
  - I'd like to have the whole area analyzed so that we can tier off of the GP EIR.
    - *Ken:* SB 5 does not preclude us from including residential, but we can't approve entitlements within the flood-affected area. Our policy suggestion is that it's not necessary to achieve our growth targets or needs, nor is it preferred. The focus should be on the flood solution and development on land that is not dependent on a flood solution.
    - *Kirby Wells:* To be clear, you're recommending that we're not including residential units on flood-affected land in the EIR?
    - *Ken:* That's correct.
    - *Heidi:* It's not a cost/benefit issue. It's more of a policy issue. Between infill, SLSP, and buildout of SP-1A, you have enough development to accommodate growth within the planning horizon. You want to make sure that development in flood areas is brought into the city in a way that it contributes to the flood solution rather than interfere with it. Right now, we should focus on the pieces that can move forward without it. You also don't

want to jeopardize State/Fed partnership with flood solution. We're trying to stay as flexible as possible, but we also don't want to go so far that we jeopardize solutions. If we hear additional info, there may be an opportunity to refine somewhat.

        - *Chris Holt:* For the GP EIR, are we going to have the opportunity to approve the scoping of the EIR?
        - *Heidi:* That could be the case. There can be a check-in about the Project Description, but it might be with the City Council instead.
    - Perhaps the EIR could cover parts of the Knaggs property that are not affected by the 200 year flood plain.
- *Veronica Diaz* (Teamsters)
    - We're here in support of any plan that supports the relocation of our sprayfields from the 900 acres. Odor and flies have become an issue. Conway Ranch has said if the 900 acres is rezoned, they can help with disposal of wastewater in a way that is not harmful to others.
- *Tim Taron* (East Woodland LLC)
    - This is a really important decision. Once the preferred alternative is identified, there could be tweaking, but not a lot of change.
    - I have not heard staff once say "Prime Farmland." By delaying SP-2, Staff is slamming the door. It would require a brand new EIR, which means waiting a long time. The longer you wait, the more Prime Farmland will get gobbled up and irrevocably committed to development.
    - We think we should be allowed to plan SP-2 concurrently with flood plans so that they work together.
    - I disagree with the characterization of SB 5. It allows you to plan, but prohibits the city to issue building permits. You can certainly do what we're asking: Include SP-1A so that there is ready available land for new development, and also allow SP-2 to be planned now so it's ready to go when the flood solution is in place. That's the solution. It's a good balance. Development in SP-1A will give enough time for a flood solution to be finalized.
- *Robert Thomas* (General Manager of Conway Ranch)
    - Staff has misinterpreted SB 5.
    - PCP would prefer to relocate away from the urban area. They can't make that move unless you include the 900 acres in the preferred alternative. I'd hope you want your largest employer to be successful. If SP-2 is not in the preferred plan, they can't move.
    - Fifteen years ago, Davis, Woodland and UC Davis needed a new water supply. Five years ago, they came to Conway Ranch asking for surface water. There were many hurdles, but rather than throwing up our hands,

we put together an agreement that will give all three surface water next summer. Let me suggest that flood control is the same issue. There's no reason or state law that doesn't allow you to include the 900 acres in the preferred alternative. Because it's within your city limits, you want to plan that area. Not develop it (until there's a flood solution), but plan it. That east area is important to the water supply and flood control and rail relocation.

- Rail currently blocks 27 intersections in West Sacramento, Woodland and Davis. The preferred alternative for rail relocation is through Conway Ranch.
- We can't say we have to wait. We should be allowed to move forward with the planning process now, but building permits won't be issued until a flood solution is in place.
- The 900 acres has been heavily salted due to the PCP spray and will never be Prime Farmland.
- We need to send a strong message that we want flood protection.
- The 900 acres is the only project in the GP that brings new surface water to the table. Every other project relies on your current water sources.
- I would hope that the language in SP 2 be eliminated. This is not "new language," it is slamming the door on SP-2. It's a policy decision, not a legal issue. You have the ability to recommend to the City council that SP 2 be added in to the GP EIR. You have a right to proceed with a specific plan in that area.
  - *John Murphy:* Please clarify. What is the linkage between moving the spray field and development of the property. What is it that keeps that from being an available option right now?
- Linkage right now, 900 acres is owned by city with long term lease to PCP. The linkage is if they want to move, which they do, where will you move them. You'll probably move the sprayfields to Conway Ranch. How does that all work given relocation costs how that all fits into the puzzle.
  - *John Murphy:* But if the City lets them out of the lease, why can't it happen now? Is that independent of the development opportunity of the property. I don't understand why you are this linkage and why are you saying that can't happen without the specific plan. Are you talking about only talking about relocating the sprayfields, or relocating the cannery. It seems to me that when it is suggested that PCP be relocated it gives the impression that what is being talked about is relocating the factory. People may be confused that what is being talked about is relocation of the factory. But what we are really talking about is relocating the spray fields.

    - *Bob Thomas.* That is correct we are only talking about the spray fields.
    - *Marco Lizarraga:* I'm been concerned about funding. If there is no planned development then there is no need for flood control. Would not have gotten funding for the Natomas area if there had not been planned development. The government won't fund a flood solution if we don't have planned development in flood-affected areas. If there's no intention to develop the area, we won't get the funding.
- We don't know what's going to happen over the life of the General Plan. Don't preclude your options. If the remainder area is able to get through their process first, they should be able to build, but they will have to go through about a two year process to get their EIR. Don't restrain with artificial triggers when we know that we need a flood solution for SP 2 and that they will have to go through tax sharing, annexation, EIR, mitigation for prime ag land. Don't restrain with artificial triggers. These artificial triggers are trying to direct development.
    - *Chris Holt:* If you go back to the artificial triggers, SP-1 has it's own problems, but that's not what's hindering SP-2 from going forward. What is hindering it is the need for a flood solution before you can pull a building permit. You have to pull a permit correct?
- If a developer wants to proceed with a SP at their risk and cost, and cant let all three go at once, if you allow that to occur you will have to have the developers pay for city staff, that is how you staff up, let them take that risk. But by delaying the planning process you are delaying ultimately what might occur there and I think it is sending the wrong message to the Federal and State Government, as Marco said, that this area is not a priority.
    - *Chris Holt:* But Skip Davies says we're closer to flood solution that we think. Theoretically, If we have that, and you secure a flood solution and we don't have the build out trigger of SL, then you can move forward. You're not limited by SP-1. What is hindering you is a flood solution
- What is hindering is the language that does not allow any planning to occur until there is a flood solution. I am saying that there is an opportunity to start the SP while we are figuring out the flood solution. It could be a parallel process. The SPs don't need to be sequential. I am suggesting that if the City send a strong message that we have land in the city that we plan on developing I think it helps sends a strong message to our Federal and State partners.
    - *John Murphy:* Staff I am confused between on what the retired city mangers in the audience are saying and the difference from

between restricting when an SP can be processed until, and you saying we should be allowed to start planning? Not sure about those terms and if there is overlap.

- Bob Thomas: Staff is recommending that the 900 acres not be part of preferred plan or EIR. Meaning SP-2 would require a GPA, which would take a long time. That means you won't be planning for 6 or 7 years.
    - *John Murphy:* Are we taking action on the preferred alternative? We're just saying this is the starting point, right?
    - *Ken:* It is a starting point for framing the preferred development projects that will be used to build the GP and the EIR.
    - *John Murphy:* It sounds like what we are hearing people object to is what will be studied in as the preferred plan GP EIR because it might give some projects a big head start over others based on what is included.
    - *Ken:* I would like to provide some distinction regarding the nuance of the language regarding striking the language regarding processing the application for a Specific Plan. This general plan does not suggest nor does it cover development in the 900 acres. What we are suggesting is that a SPs would need to be prepared and processed and still need a GPA and EIR. We are not suggesting anything different than Mr. Thomas. Under any scenario a SP in this area will require its own specific plan and its own environmental document.
    - *Chris Holt:* So that would be true for SP-3 and SP-1 same set of requirements, a Specific Plan, environmental analysis that would be on SP 2?
    - *Ken:* Correct.
- Bob Thomas: That's not correct. Because SP-2 will not be included in the preferred alternative or in the GP EIR. You know how long it can take to prepare an EIR that's the difference.
    - *Ken:* No land use assumptions during the horizon year would be included in the GP EIR. The GP EIR for SP-3 would only consider non-residential development. SP-1 would include the residential necessary to achieve our growth targets of 7,000 unit projection of SL, infill and SP-1 area. So there would be residential CEQA clearance for SP-1. As well as the commercial around the interchange. So there would be some CEQA clearance with this scenario.
    - *Chris Holt:* Not because SP-1 is more preferable, but because it already has laid more groundwork in sizing of infrastructure.
    - *Ken:* SP-1 will still need project level EIR and a Specific Plan

        - *Chris Holt.* And the reason we are including SP-1in our EIR is to allow us to satisfy our requirement in state law for adequate growth per the housing element.
        - *Marco Lizarraga:* Could we as a Commission direct you to include the 900 acres? If we don't have something to give these guys to fund, we won't get it.
- *David Storer:* This language is new to me tonight, so you're seeing the reaction that it is causing. My understanding with SP 3 was that we would be able to tier off of it. What I just heard Ken say is that a subsequent document would go along with that. The issue Tim is bringing up is that he feels he is not in the game, but I think that he is. What it says is "may not be processed." To me that is a discretionary not mandatory, not a shall. The point of staff. The point is with SP 3is that I'd like to be able to tier off of the GP EIR and not have to do a GPA. I am not sure if Ken misspoke when he said General Plan amendment, but that is a big deal and changes the whole funding game.
- *Steve Knoll* (Design Workshop – for the Beeman Family)
    - Retained by the Beeman Family to help them determine the best use for their property. We think this preferred plan is generally pretty supportive of what we want to do. We think this is the appropriate time to step forward. We submitted an application for a GPA and annexation for SP-1A and part of the South Gateway area. We feel comfortable with what's being proposed.
    - Sp-1A: We think this project is well situated for the City to go forward with:
        - Supports orderly development because infrastructure has already been planned
        - Agriculture heritage – within ULL
        - Economic development – SFR, MFR, mixed use, commercial, and research will be a good balance for city.
        - Mobility – Plan will provide aggressive trail and parks system and will allow access by all modes
        - Recreation opportunities – Minimum of 6 acres of park if not more. Also greenways and neighborhood parks: It's the whole network.
        - Qualitative character – Design standards will enhance character of community and provide a strong neighborhood feeling.
        - Environmental stewardship – Low impact development, stormwater management
        - *John Murphy*- What's the timeframe?

    - We've started by submitting the application. We're now looking at what could be supported on the property. We anticipate by end of GPU, we'll have a proposal in place.
- *Al Eby*
    - I'm concerned whether the GP will supersede the Downtown Specific Plan.
        - *Ken:* The GP will have policies that will set the tone for amendments to the Downtown SP. But it will stay in place.
    - Marco brought up the point of needing an incentive for flood funding. But they're incentives already in place. I'm not against the 900 acres, but we already have a need for flood protection based on existing development.
    - There shouldn't be triggers at all; instead I think it should be market driven. If they are willing to pay for the infrastructure then let them. It brings people in here. 1000 people employed at PCP that people will need homes. Don't support giving favoritism to one specific area.
- *Art Pimentel*
    - I am lifelong resident. Remind you of something I have been involved in with regard to developing principles in the GP. That the people and CC will drive what will happen in the future. People submitted 3,100 postcards, and one of the top items was the protecting prime farmland was a big priority.
    - Also, the other priority was developing a flood solution. Especially for residents in the northside. That should be a significant priority for the residential areas and industrial area to the north; I believe that there are community partnerships that are available to assist the city in developing that. Rezoning those 900
    - The city owns the 900 acres and we should be creating value for the community with those 900 acres.
    - I don't understand the new language. It should be the intention of including as much potential development as possible to allow for planning for the future. We understand in a lot of these areas, nothing can be built until a flood solution is in place. Also including planning for the railroad realignment and preserving the 1000 plus jobs that exist at PCP.
        - *John Murphy:* What was the form of the input of the 3100 postcards?
    - People sent them in and people contacted me. There are a lot of people in this community who don't know about general plans but they do care about this community. I don't know who and how and what drove people to submit those postcards, but I was one of those who submitted

one. One of those who support those 9 principals that were on that postcard.

- *Jenny Lilge*
  - Felt compelled to speak because Art brought up the postcards. May feel that the postcards were submitted under a cloak of deception. They are about promoting an argument for building in the 900 acres. When I asked one person why she supported building in the 900 acres that by placing her name on the postcard, she didn't understand that's what the postcard said. That is not what I intended.
  - We have a lot of money that could be made off of the 900 acres, and that money funneling this behind the scenes behavior.
  - Is sprawling far east the best for Woodland?
  - A responsible footprint for our town and look at responsible growth that promotes infill is best. We want smart growth.
  - I support triggers because we want smart growth. That's why they are doing this analysis - to see what things are going to cost. We want to know what things are going to cost before we start doing things that will cause damage and before they cant be undone.
  - Talk to your neighbors. Do you want 15,000 more people in this town. Talk to your neighbors. Don't buy into what is being funded by developers who stand to make millions.

COMMISSION COMMENTS

- *Elodia Ortega-Lampkin*
  - Reality is, no matter which way it goes, there is money and stakeholders involved, and someone will benefit. Stakeholders and agendas.
  - I do take the postcards seriously because they represent what people think. Look out for the interests of regular folks.
  - I think it would be in our best interest to look into all of the possibilities.
  - It would be a mistake to not allow healthy competition among developers for where to grow. The developers should pay for some of the costs. See who will give us the best options. It is unrealistic for us to not understand that we will grow. We should take advantage of the developers who can pay for the improvements and take it off our taxes.
  - Agricultural land is huge for me and for our future generations. I value it and our community values it.
  - Have developers pay the cost to make development happen.
- *Fred Lopez*
  - Flood still concerns me. If we address the flood issue now, it might be more work, but it will be more expensive to wait until 5-10 years down

the road. All of the area within the ULL should be included within the flood solution. May be more work now, but it will be more expensive down the road. SP 3 area, easier to deal with that now that its vacant land. Create a blueprint for what we want now. Understand that we have some funding toward that now, we should utilize the funding we have now to get that corrected. So everyone knows what can be built, when it can be built and where it can be built.

- *Chris Holt*
  - Writing ideas down on post-its.
  - Ultimately we can't control alone where our city develops – a lot is driven by the market controls this too. But we can level the playing field and help guide growth to where it most advantageous for our community.
  - We have to be at the table and consider all comers not shut people out based on different ideals.
  - I prefer compact development, urban infill walkable, non auto-centric options.
  - If we include the 900 acres, we have essentially planned out the majority of the ULL. The ULL can't move easily. Ask Elk Grove about that and the problems they are experiencing. We shouldn't take that lightly.
  - There are many elements that contribute to developing in the downtown. Rail relocation and finding a flood solution are huge. We can ask people in the industrial area to keep padding up, but at some point it becomes cheaper to build elsewhere that doesn't require flood mitigation. At some time we need a solution for our residents.
  - In order to achieve our goals and work with partners we have to be at the table with them. At some point Conway Ranch has lots of very good things that we need to solve some of our problems flood and rail relocation and PCP spray fields. We'd be disingenuous if we expected Conway to give us all of this, without expecting something back.
  - Their interest in the 900 acres can be a benefit, but we need to plan it correctly:
    - I do not feel that this location is appropriate for residential development at all.
    - I think we should consider uses that do not make sense in the urban core any longer and relocate those uses to the 900 acres. (For example, Cal West Seeds could move out to there where it's near rail; also the PCP factory could be relocated off main street – so they can expand elsewhere.)
  - Instead of pitting one piece of development against another, we need to look at what they can be for our future.

- Downtown – Loss of redevelopment took the wind out of our sails by removing a significant funding mechanism. That did not end redevelopment. The example of Visalia's infill development program is a great example of how you can increase infill Downtown and level the playing field. Additionally, there are also nonprofits in communities around us that serve as good examples. (Roseville Community Development Corporation is teaming with the City to bring in funding sources for their downtown.)
- Need to focus on flood and rail relocation or there will be a lot of things we will need to live with for the next 30-35 years.
- Would suggest raising the minimum FARs for urban infill and downtown areas – minimum of 1.0 on non-residential FARs. By raising the lower threshold, you start to see much more dense development. By doing this and lessening parking requirements, we can see something closer to Davis and Downtown Sacramento.

- *John Murphy*
  - Like idea of moving PCP to the 900 acres. Or maybe the County fairgrounds. Interstate Oil is another industrial use that would be more appropriate out east. Also the parking in the non-customer service part of the post office could be used better, so perhaps relocate them.
  - Support completing Spring Lake. Yes, this is playing favorites. That's what policies are. Spring Lake has to be finished. We can't do anything that would slow this down.
  - MPRA – SP-1A makes the most sense; also willing to consider 1B and 1C.
    - I think Prime Farmland is a complete red herring. We've already voted on it and settled the matter. The community has spoken.
  - North area – It is nice in terms of maintaining the shape of the city and keeping downtown downtown. Kentucky has historically been a corridor for farm traffic. Development will be a challenge because we'll always have that corridor separating the north part from downtown.
  - East area– This is the only asset that the city has. I'm fine with it as it is now, but I'm still a little confused about what we're approving here and what people think will be in an EIR based on this. We need to maximize the value of this property. If it needs to be in an EIR, then that's what we should do. I agree with Chris, I can't see development out there, but I'm not a developer.
- *Marco Lizarraga*
  - Favorable to relocating rail. That's a must. Also favorable to prioritizing a flood solution.
  - In favor of infill. We need to incentivize this type of development.
  - Spring Lake – No one disagrees with that.

- We all need to direct staff to include the 900 acres in the EIR. There's never too many incentives to have the government fund anything.

- *Steve Harris*
    - I agree with everything everyone has to say.
    - Flood protection is the key to everything.
    - Conway Ranch is a good business partner that we are lucky to have. I don't like turning away business. I think everyone should be included, rather than shutting people out.
    - We all know we have a commitment to Spring Lake. It should be given every opportunity to be built out.
    - Supportive of the Downtown SP area. Food trucks, Friday night art walk, it's an absolute delight.
    - I think everything needs to go under the umbrella of the EIR, including the 900 acres.
- *Kirby Wells*
    - The success of our city is driven by the unique, historic downtown. For the longest time, it hasn't been designed to attract the businesses we need. It is critical how we design the entry points in the south and north to bring people into the downtown area. We have to make Woodland look attractive and pull commerce in into the downtown area.
    - Let the market drive some of our opportunities. If the developers want to start planning, I recommend that we don't stop that.
        - Include all North Gateway properties in EIR and the 900 acres
        - Triggers for Spring Lake – No percentage. Hard, solid date only. The market will drive the percentage that gets built.

FINAL QUESTIONS FROM THE COMMISSION

- *Fred Lopez:* If we accept this preferred plan, but want to include flood-affected residential and the 900 acres in the EIR, can that happen?
    - *Ken:* The Commission can certainly entertain that.
- *Fred Lopez:* If that's doable?
    - *Ken:* In terms of our scope, it could add cost and time to include assumptions about these SPs
- *Chris Holt:* If we add all of the SPs to the EIR, don't we have to assume land uses and development densities? Does it lock us into a development pattern we don't want?
    - *Ken:* The scope and cost might not change as long as we maintain a program level EIR and not project level.

- *Heidi:* There is land use assigned to the entire map. What we need to figure out is what is assumed by 2035. Full buildout would be way more than the target's we've identified. It doesn't have a material affect on the scope of the EIR. Full buildout would require more mitigations. It's a policy question; it's not about the scope of work. We can assume the number of units and intensity that you and the City Council tell us to.

- *Fred Lopez:* SP-1A plan will be done by end of GPU. Looking at SP-1A, it's about half of proposed 7,000 figure in that development alone.
  - *Sophie:* We have not done any traffic assessment on development on every parcel. This would create extra cost if we assume more development than we did in any of the scenarios. As for SP-1A, it is possible that the EIR could be expanded to cover SP-1A at a project level if the budget is increased.
- *Chris Holt:* What's the difference between a programmatic and project EIR?
  - *Sophie:* Programmatic EIR assumes a range of development, and provides blanket clearance for projects that are not yet known. You see the difference in significant impacts. For a Project EIR, the impacts are known and can be evaluated at a more specific level. Mitigations in a Programatic EIR could say, "Specific projects that fall under these categories would require x, y and z mitigations." If projects are consistent with the approach of the GP, projects could tier off of the GP EIR and only consider project level impacts.
- *Chris Holt:* I would suggest consistency. If we do a Project EIR for one, we should do it for all. Or at least allow the opportunity for all.
  - *Sophie:* We are only scoped for a Program EIR. Part of this is because we don't know what project proposals look like for the SPs.

ACTION

- *Marco Lizarraga:* I'd like to propose we accept Staff recommendation and expand the EIR to include the 900 acres.
- *Kirby Wells:* I'd suggest we remove the new specific flood language out for SP-2. Also, include SP-3 in the EIR.
- *Chris Holt:* I think it's dangerous to allow full development of a SP without tying it to a flood solution. I'd suggest we revert to the old language. The new language is too restrictive.
- *Kirby Wells:* Go back to language saying it's contingent on identifying comprehensive flood solution, as we did before. As long as planning can start before.
- *Marco Lizarraga:* Motion: Accepting that we will expand EIR to include 900 acres and SP-3.
- *Elodia Ortega-Lampkin:* Second

- *Ken:* You are asking for amendments to the proposed buildout assumptions?

- *Marco Lizarraga:* Yes, you'd have to expand that.
- Motion carries: All in favor.

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

1.

File #: 16-047, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 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 July 7, 2015 and July 21, 2015.

Staff Contact

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

Paul Navazio, City Manager

Attachments

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, July 7, 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: 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

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 Katie Wurzel.

D. COMMUNICATIONS-PUBLIC COMMENT

None.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

16-003 SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

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.

Received the Historic Preservation Commission meeting minutes of April 15, 2015.

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.

Received Planning Commission meeting minutes of April 16, 2015, May 7, 2015 and June 4, 2015.

14-847 Parks & Recreation Commission Meeting Minutes for April 27, 2015

Received the Parks & Recreation Commission meeting minutes of April 27, 2015 .

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.

Received the Parks & Recreation meeting minutes of May 18, 2015.

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.

On a motion by Council Member Barajas, seconded by Council Member Hilliard and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 2, 2015 and June 16, 2015.

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

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.

Received a report from Christine Engel, Community Services Director 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.

Adopted Resolution No. 6481, 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 with understanding that it may be necessary for staff to make changes to the recital related to acreage.

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.

Adopted Resolution No. 6482, 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.

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.

Adopted Resolution No. 6483, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AGREEMENT WITH LENNAR HOMES OF CALIFORNIA FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS, Resolution No. 6484, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAP 4986 and Resolution No. 6485, 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.

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.

Adopted Resolution No. 6486, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING REVISIONS TO THE CALHOME AND BEGIN PROGRAM GUIDELINES.

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.

Adopted Resolution No. 6487, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

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.

Adopted Ordinance No. 1583, 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) and Ordinance No. 1584, 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.

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.

Adopted Ordinance No. 1585, 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.

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.

Adopted Ordinance No. 1586, 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.

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).

Adopted new job description for Police Records Supervisor as prt of the Woodland Police Employees' Association (WPEA).

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.

Designated Mayor Pro Tem marble as the voting delegate representing the City at the Annual Conference of the Leage of California Cities to be held in San Jose, September 30 - October 2, 2015.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 3 through 12 with changes indicated below for Item No. 3.

City Attorney Kara Ueda wanted Council Members to know that on Item No. 3 (Resolution No. 6481) there may be a need for staff to change the recital concerning acreage.

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

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".

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members held a public hearing and adopted

Resolution No. 6488, A Resolution Requesting Collection of Charges on Tax Roll related to Waste Management Liens.

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

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.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members held a public hearing and adopted Resolution No. 6489, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ESTABLISHING THE COURTHOUSE PREFERENTIAL PARKING AREA.

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 introduced and waived first reading of an Ordinance amending the Municipal code to change duration of Parking Permits within Preferential Parking Areas.

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

K. REPORTS OF THE CITY MANAGER

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

On a motion by Council Member Barajas, seconded by Council Member Hilliard and carried unanimously, Council Members agreed to table this item and allow an ad-hoc committee, comprised of Council Member Hilliard and Barajas, to meet with various groups and residents of Woodland to consider other options.

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

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.

Council Members received an informational update from Ben Flores, the City's current YGRIP Coordinator regarding progress and future plans of the YGRIP initiative.

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.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members authorized the City Manager to appoint a staff representative to a Joint Powers Authority (JPA) working group to negotiate details of the JPA Agreement.

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

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.

On a motion by Council Member Denny, seconded by Council Member Marble and carried unanimously, Council Members adopted Resolution No. 6490, 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.

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 approved the appointment of Council Member Hilliard to the Woodland Recreation Foundation Board.

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 accepted the recommendation that Mayor Stallard solicit names for the second appointment to the Woodland Recreation Foundation.

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

L. ADJOURNED AT 8:29PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, July 21, 2015

6:00 PM

Council Chambers

City Council

REVISED AGENDA

CLOSED SESSION
5:00 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): Mid-Management Professional Association

B. 2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Yolo County Assessor's Parcel Number 042-030-047 (Spring Lake Park N-3)
Agency Negotiators: City Manager, Community Development Director, City Engineer and City Attorney
Under Negotiation: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JULY 21, 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 Dave Sanders.

D. COMMUNICATIONS-PUBLIC COMMENT

Dave Sanders, representing the Woodland Street Cruisers, presented the City/City staff with a plaque of appreciation for their help in an extremely successful car show back in May.

Kaitlyn Baugus spoke regaridng the Yolo County Anti-tobacco Youth Coalition.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

16-024 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. 14-836 SUBJECT: Contract Extension: YGRIP Coordinator Services

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute a short-term contract extension with Ben Flores for YGRIP Coordinator Services.

Authorized the City Manager to execute a short-term contract extension with Ben Flores for YGRIP Coordinator Services.

2. 16-010 SUBJECT: Increase the Fiscal Year 2015/2016 Used Oil Grant Budget by $24,609.74

Recommendation for Action:

Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2015/2016 appropriation of $24,609.74 in the Used Oil Grant Fund, for a total appropriation of $40,609.74.

Adopted Resolution No. 6491, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2015/2016 USED OIL GRANT BUDGET.

3. 16-011 SUBJECT: Approve Contract Amendment with Wood Rogers, Inc. to Provide an Update to the Storm Drainage Facilities Master Plan for the South Urban Growth Area, CIP 11-13

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendment #1 with Wood Rogers, Inc. to Provide an Update to the Storm Drainage Facilities Master Plan (SDFMP) for the South Urban Growth Area, CIP 11-13, for an amount not to exceed $116,000

Adopted Resolution No. 6492, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONTRACT AMENDMENT WITH WOOD ROGERS,INC. TO PROVIDE AN UPDATE TO THE STORM DRAINGE FACILTIES MASTER PLAN FOR THE SOUTH URBAN GROWH AREAS, CIP 11-13.

4. 16-025 SUBJECT: Second Reading of Ordinance No. _____, amending Municipal Code to Change Duration of Parking Permits within Preferential Parking Areas

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending the Municipal Code to Change Duration of Parking Permits Within Preferential Parking Areas.

Adopted Ordinance No. 1587, 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.

5. 16-026 SUBJECT: Second Street "Parklet" Proposal

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, allowing a "parklet" to be installed at the location of up to three existing on-street parking spaces on Second Street, between Court Street and Dead Cat Alley, consistent with the business terms outlined in this report.

Mayor Stallard and Council Member Denny did not participate on this item as they both own property within 500-feet. On a 3-0 vote, Council Members adopted Resolution 6493, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE INSTALLATION OF A PARKLET AT 315 SECOND STREET.

6. 16-028 SUBJECT: Annual Appropriations Limit

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Fiscal Year 2015/16 Appropriations Limit.

Adopted Resolution No. 6494, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO SET THE APPROPRIATION LIMIT, IN ACCORDANCE WITH ARTICLE XIII-B OF THE STATE CONSTITUTION FOR FISCAL YEAR 2015/16.

7. 16-030 SUBJECT: Approve Professional Services Contract with Management Partners, Inc. to Perform and Organizational Assessment of the Public Works Department

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute a contract with Management Partners, in an amount not-to-exceed $50,000, to perform an organizational review of the Public Works Department.

Authorized the City Manager to execute a contract with management partners, in an amount not-to-exceed $50,000 to perform an organizational review of the Public Works Department.

Mayor Stallard indicated that he and Council Member Denny would not be

participating on Item No. 5 regarding Second Street "Parklet" Proposal as they both own property within 500-feet.

On a motion by Council Member Hilliard, seconded by Council Member Marble and carried unanimously, Council Members approved Consent Calendar Item No. 1-7 (with the exception noted above).

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

G. PUBLIC HEARINGS

8. 16-012 SUBJECT: PUBLIC HEARING: Spring Lake Lighting & Landscaping District

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

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members held a public hearing and adopted Resolution No. 6495, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2015/2016 ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT and Resolution No. 6496, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2015/2016.

9. 16-013 SUBJECT: PUBLIC HEARING: Gateway Landscaping & Lighting District

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

On a motion by Council Member Marble, seconded by Council Member Denny and carried unanimously, Council Members held a public hearing and adopted Resolution No. 6497, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2015/2016 ENGINEER'S REPORT REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT and Resolution No. 6498, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2015/2016.

H. REPORTS OF THE CITY MANAGER

10. 16-023

SUBJECT: Modification of Parklands Irrigation Restrictions in the Stage Two, Water Warning of the City's Water Shortage Contingency Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, modifying a restriction of the Stage Two, Water Warning of the City's Water Shortage Contingency Plan as proclaimed on May 19, 2015, to allow for up to four days per week of watering at large public access parklands where necessary, but maintaining all other Stage Two, Water Warning restrictions, including reductions in the volume of water used and restrictions on the time of day when irrigation may occur.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6499, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLANDREVISING THE CITY'S STAGE TWO, WATER WARNING AS PROCLAIMED ON MAY 19, 2015 WITH REGARD TO IRRIGATION OF PUBLIC PARKLANDS.

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

11. 16-014

SUBJECT: Award Construction Contract for ASR Wells #29 and #30 Well Drilling Project, CIP 15-02 (REVISED)

Recommendation for Action

Staff recommends that the City Council:
1) reject the bid protest submitted by Yellow Jacket Drilling Services, Inc., and adopt Resolution No. _____, rejecting the bid protest submitted by Yellow Jacket Drilling Services, Inc., and
2) awarding a construction contract in the amount not-to-exceed $2,340,000 to Zim Industries, Inc. for CIP 15-02, ASR Wells #29 and #30 Well Drilling Project and authorize a contract contingency of up to 10% ($234,000).

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard and carried unanimusly, Council Members rejected the bid and adopted REVISED Resolution No. 6500, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING THE BID PROTEST SUBMITTED BY YELLOW JACKET DRILLING SERVICES, INC., AND APPROVING AND AWARDING A CONSTRUCTION CONTRACT TO ZIM INDUSTRIES, INC., IN THE AMOUNT OF $2,340,000 FOR CIP 15-02, ASR WELLS #29 AND #30 WELL DRILLING PROJECT provided to Council Members this evening.

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

12. 16-015

SUBJECT: Approve Contract Amendments with Kennedy/Jenks

Consultants for Industrial Park Recycled Water Project, CIP 15-10

Recommendation for Action: Staff recommends that the City Council Approve Resolution No. _____, authorizing the City Manager to execute contract amendments #1 and #2 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10, for a total amount not to exceed $62,063.

Adopted Resolution No. 6501, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE CONTRACT AMENDMENTS #1 AND #2 WITH KENNEDY JENKS CONSULTANTS FOR THE INDUSTRIAL PARK RECYCLED WATER PROJECT, CIP 15-10.

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

13. 16-027

SUBJECT: Approve the Resolution No. _____, Resolution of Intention to approve an amendment to contract between the Board of Administration California Public Employees Retirement System and the City Council of the City of Woodland and the 1st reading of an Ordinance

Recommendation for Action: Staff recommends that the City Council:
(1) Adopt Resolution No. _____, Resolution of Intention to approve an amendment to contract between the Board of Administration California Public Employees/Retirement System and the City Council of the City of Woodland; and
(2) Introduce and Waive first reading of the Ordinance authorizing and amendment to the Contract between the City Council of the City of Woodland and the Board of Administration of the California Public Employees' Retirement System

Adopted Resolution No. 6502, RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL CITY OF WOODLAND and introduced and waived first reading of an Ordinance authorizing an amendment to the Contract between the City Council of the city of Woodland and the Board of Administration of the California Public Employees' Retirement System.

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

I. ADJOURNED AT 6:56 PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

2.

File #: 16-031, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council receive the Community Development Department's Quarterly Status report.

Staff Contact

Alex Halcon, Management Analyst - 530-661-5885, Alex.Halcon@cityofwoodland.org

Fiscal Impact

This is an informational item with no fiscal impact.

Report in Brief

Attached is the Community Development Department's (CDD) Quarterly Report. The report highlights building activity, major development projects, and activities of the Successor Agency, formerly the Redevelopment Agency ***from April 1, 2015 to June 30, 2015***

Additionally, we have included the current Capital Project Status Report providing an update of the projects through June 30, 2015.

Prepared by: Alex Halcon, Management Analyst

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio

Paul Navazio, City Manager

Attachment: Attachment A - CDD Quarterly Project Status Report
Attachment B - Capitol Project Status Report

PROJECT UPDATE

Activities from April 1 – June 30, 2015

PLANNING AND DEVELOPMENT APPLICATIONS

Project:	**Summary Project Applications from April 1, 2015 through June 30, 2015**
Phase:	N/A **PM:** Planning Staff
Location:	Citywide
Description:	Planning project applications processed
Status:	• A total of 18 new planning applications were filed between April 1 and June 30, 2015. • 8 new sign applications • 2 lot line adjustments and 1 lot merger • 1 Tentative Parcel Map for 201 Court Street • 1 Conditional Use Permit for a new Cell tower at Lee Middle school • 1 Conditional Use Permit Modification for Velocity Island • 2 Design Review applications for the Yolo Food Bank and the Crossword Apartments • 1 General Plan Amendment and Spring Lake Specific Plan amendment for a Neighborhood Commercial site at the SEC of Centennial and Miekle.

Project:	**Woodland Commerce Center**
Phase:	Environmental Review for DEIR **PM:** Erika Bumgardner
Location:	NW corner of East Main Street and CR 102
Description:	Proposed annexation for 146-acre site with a GP land designation of Industrial and pre-zoned Industrial.
Status:	Draft Program EIR circulated during the period of April 26 – June 10, 2013. RBF, the City's environmental consultant, and City staff have prepared responses to the comments received on the Draft EIR. City staff is preparing the Development Agreement for the project.

Project:	**Digital Freeway Sign**
Phase:	Initial Review **PM:** Erika Bumgardner
Location:	2140 Freeway Drive
Description:	Proposed digital freeway sign and related Sign Ordinance Amendment to allow digital freeway signs.
Status:	Project and proposed amendment is currently under review.

Project:	**Uvaggio Wine Bar**		
Phase:	Project Review	**PM:**	Erika Bumgardner
Location:	703 Main Street		
Description:	Proposed wine bar and outdoor patio at 703 Main Street.		
Status:	Project approved by the Planning Commission on April 2, 2015.		

Project:	**National Indoor Training Facility**		
Phase:	Project Review	**PM:**	Erika Bumgardner
Location:	1233 Commerce Avenue		
Description:	Proposed indoor sports (mainly baseball/softball) training facility at 1233 Commerce Avenue.		
Status:	Project approved by the Planning Commission on April 16, 2015.		

Project:	**Bulls Eye Bail Bonds**		
Phase:	Project Review	**PM:**	Erika Bumgardner
Location:	1037 Main Street		
Description:	Requested amendment to the Downtown Specific Plan to allow bail bonds businesses within District A-4 of the Downtown Business District and requested approval of a conditional use permit to allow Bulls Eye Bail Bonds to operate at 1037 Main.		
Status:	At its May 5, 2015 meeting, the City Council directed staff to conduct additional research regarding the project. Staff will return to Council in the coming months, a specific date has not yet been determined.		

Project:	**East Beamer Multi Use Development CUP**		
Phase:	Project Review	**PM:**	Erika Bumgardner
Location:	1216 East Beamer		
Description:	Proposed live/work mixed use development project on East Beamer including two live-work buildings and two service commercial shops spaces within the East Street Corridor Specific Plan Area.		
Status:	Project was approved by the Planning Commission on April 16, 2015.		

Project:	**Woodland Spring Lake Partnership (Spring Lake Central)**		
Phase:	Initial Review	PM:	Cindy Norris
Location:	West of Harry Lorenzo, North of Heritage Parkway		
Description:	105 acres of land; Proposed Tentative Map, Rezone and General Plan Amendment to replace the Spring Lake Central project previously approved in Feb 2007. The new application proposes to reconfigure the land uses within the project and subdivide the single family lots. The application to add 33.3 acres of R-4, Reduce the amount of R-5 from 37 to 20.1 acres, reduce the amount of R-8 from 32.3 to 23.1 acres, to eliminate 3.1 acres of R-15, eliminate 6.25 acres of R-20 and to add 9.3 acres of R-25 with a tentative map to create 379 single family lots and approximately 232 multi-family units.		
Status:	Project was approved by Planning Commission and City Council on May 5, with a second reading of the DA approved on May 15, 2015		

Project:	**Heritage Remainder (Tentative Map #4784) General Plan Amendment and Rezone; Turn of the Century, LLC**
Phase:	Approved **PM:** Cindy Norris
Location:	Northwest corner of County Road 25A and County Road 102; extending west along County Road 25A
Description:	A proposed General Plan and Spring Lake Specific Plan Amendment to rezone undeveloped portions of the Heritage Remainder Area (Map #4784). The amendment will re-zone the existing 38.3 acre R-3 and the 1.22 acre Affordable Housing designations to R-4 (4 du/acre). The proposal reconfigures the site layout, shifting the existing R-15 area immediately south of its current location and increases the acreage from 8.22 to 9.14 acres. The amendment results in 297-343 units total; an average of 5.3 du/acre.
Status:	The General Plan and Specific Plan amendments were approved by the City Council on July 1, 2014. In addition, an amendment to the Spring Lake Affordable Housing Plan was approved to allow projects with greater than 50 units the option of paying in-lieu fees for required affordable units. **Meritage Homes received approval by the Planning Commission on March 19, 2015 for architectural review for 109 lots.**

Project:	**Cal West (Tentative Map # 4991) General Plan Amendment and Rezone; Cal West Investors, LLC**
Phase:	Public Hearings **PM:** Erika Bumgardner
Location:	Northwest Corner of Harry Lorenzo Avenue and Farmers Central Road and east of HWY 113
Description:	A proposed General Plan and Spring Lake Specific Plan Amendment to re-zone the existing 5.6 acre, R-15 designation to R-8. The amendment will also re-zone the existing 2.4 acre, Neighborhood Commercial site to R-8 and reconfigure the existing Park to front solely on Farmer's Central Road. The amendment will result in 225 units or 6 du/acre.
Status:	The General Plan petition was approved by Planning Commission on March 6, 2014. The Planning Commission recommended City Council deny the requested amendment at the December 18, 2014 public hearing. The project was approved by the City Council on February 3, 2015 and the Ordinance Amending the Development Agreement was adopted on April 7, 2015.

Project:	**Cal West Tentative Map # 5075 and Second Amendment to the Development Agreement**
Phase:	Public Hearings PM: Erika Bumgardner
Location:	Northwest Corner of Harry Lorenzo Avenue and Farmers Central Road and east of HWY 113
Description:	A proposed Tentative Subdivision Map for 225 single family units at the Cal West Project site.
Status:	The Planning Commission approved the project on April 16, 2015. The City Council approved the project on May 5, 2015.

Project:	**Woodland Tractor Parcel Map #5074 (Lot Split)**
Phase:	Initial Review **PM:** Erika Bumgardner
Location:	95 West Kentucky Avenue
Description:	A proposed lot split resulting in two parcels of 3.33 acres and 6.0 acres.

Project:	**Woodland Tractor Parcel Map #5074 (Lot Split)**
Status:	Project scheduled for review and consideration by the Planning Commission on July 16, 2015.

Project:	**Velocity Island Conditional Use Permit Modification**		
Phase:	Initial Review	**PM:**	Erika Bumgardner
Location:	755 North East Street		
Description:	A proposed CUP modification 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.		
Status:	Project was approved by the Planning Commission on May 21, 2015.		

Project:	**Prudler Tentative map # 4856, General Plan Amendment and Rezone (Map revision)**		
Phase:	Under Review	**PM:**	Cindy Norris
Location:	North of Sports Park Drive, East of East Street and South of the County Fair Mall.		
Description:	A proposed General Plan Amendment to amend the land use from General Commercial to Residential. Proposed rezone from C-2 to R-1 and a revised subdivision map for a total of 204 lots of which 86 units will be at an R-5 density and 118 at an R-8 density, for a total project density of 5.85 units/ac.		
Status:	The project is currently under review. A planning consultant firm, Raney Planning and Management, has been hired to assist with project management. Staff has been working with the applicant on possible design revisions and completing required technical analyses. **A Focused EIR scoping meeting was held on January 8, 2015**.		

Project:	**Heritage Remainder Area Project – Neighborhood Commercial Rezone**		
Phase:	Initial Review	**PM:**	Erika Bumgardner
Location:	Southeast corner of Centennial Drive and Miekle Avenue in the Spring Lake Specific Plan Area.		
Description:	Request by Turn of the Century, LLC, to amend the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2.10 acres of the ±114 acre Heritage Remainder area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning.		
Status:	The project is scheduled to be heard by the Planning Commission on August 20, 2015 and by the City Council on September 1, 2015.		

Project:	**Machado Tentative Parcel Map**		
Phase:	Initial Review	**PM:**	Jeff Ballantine
Location:	201 West Court Street.		
Description:	Tentative Parcel Map application to divide an existing 0.92 acre parcel into three parcels of approximately 0.24 acres, 0.24 acres and 0.44 acres at 201 West Court Street in the General Commercial Zone.		

Project:	**Machado Tentative Parcel Map**		
Status:	The project is scheduled to be heard by the Planning Commission on August 20, 2015.		

Project:	**Final Map 5075, Calwest/Optimistic Partners**		
Phase:	Plan Check	**PM:**	Lolly Weichel
Location:	Spring Lake North of Farmers Central Road and West of Harry Lorenzo Avenue		
Description:	Final map with 74 SFD buildable lots		
Status:	1st plan submittal reviewed and returned		

Project:	**Final Map 5019 Heritage 4C & 7 phase 1**		
Phase:	Design Review	**PM:**	Bruce Pollard/Miguel Chavez
Location:	Spring Lake south of Heritage Parkway on Miekle Avenue		
Description:	Will result in 13 SFD buildable lots.		
Status:	The Final Map was approved by City Council on April 2, 2013. The subdivision, Camelia by Lennar, is currently under construction. (Punch List)		

Project:	**Final Map 5029 Heritage 4C & 7**		
Phase:	Design Review	**PM:**	Bruce Pollard/Miguel Chavez
Location:	Spring Lake south of Heritage Parkway on Miekle Avenue.		
Description:	Final map with 65 SFD		
Status:	The project, Camelia by Lennar Homes, is currently under construction. (Punch List)		

Project:	**Final Map 5030 Heritage 4A**		
Phase:	Construction	**PM:**	Bruce Pollard/Miguel Chavez
Location:	Spring Lake south of Heritage Parkway on Miekle Avenue.		
Description:	Final map with 20 SFD lots buildable lots.		
Status:	The project is currently under construction by Lennar Homes (Punch List)		

Project:	**Final Map 4853 Solara Ranch**		
Phase:	Construction	**PM:**	Bruce Pollard/AEC (contract)
Location:	Spring Lake East of Beeghly Ranch (Parkland extension)		
Description:	Final map with 94 lots and improvement of 25A between HLA and SR 113		
Status:	Construction Started		

Project:	**Final Map 4986 Heidrick II and Heidrick III**		
Phase:	Construction	**PM:**	Bruce Pollard/AEC (contract)
Location:	Spring Lake West of Pioneer Avenue and South of Farmers Central Road.		
Description:	Final map with 99 SFD buildable lots.		
Status:	Civil improvements are under construction, Final Map approved, July 7 2014		

Project:	**Design Review for Lennar Homes - Brookstone Heidrick II and Heidrick III**		
Phase:	Construction	**PM:**	Cindy Norris
Location:	Spring Lake West of Pioneer Avenue and South of Farmers Central Road.		
Description:	Final map with 99 SFD buildable lots.		
Status:	Lennar Homes received approval by the Planning Commission on June 4, for the architectural design review for the 99 homes.		

Project:	**Mutual Housing at Spring Lake (Spring Lake Housing Associates)**		
Phase:	Approved	**PM:**	Paul Hanson
Location:	Spring Lake – Pioneer Avenue, Farmers Central Road, Brubaker Street, and Armus Place.		
Description:	The *Mutual Housing at Spring Lake* apartment project is a 101 unit multi-family residential project on a 5 acre parcel within the R-25 zone.		
Status:	(No Change) Approved by Planning Commission on July 21, 2011. The project was awarded tax credits in June 2013 and construction of the first 62 units started Fall 2013. The 62 units have been completed.		

Project:	**Spare Time, Inc**		
Phase:	Approved	**PM:**	Paul Hanson/Jeff Ballantine
Location:	Molly Avenue and Betty Avenue		
Description:	Tentative Map Tentative Subdivision Map No. 4581 to subdivide APNs 066-122-060 totaling 5.65 acres into 34 single family lots and 4 half-plex lots.		
Status:	(No Change) Approved by Planning Commission on November 1, 2007 and expires on November 1, 2014.		

Project:	**New Yolo Superior Courthouse**		
Phase:	Construction	**PM:**	Bruce Pollard/AEC (contract)
Location:	Main Street between 5th and 6th Streets.		
Description:	Public Improvements related to a new Superior Court Building.		
Status:	The project is nearly complete		

Project:	**Final Map 5048 Meritage**		
Phase:	Construction	**PM:**	Bruce Pollard/Miguel Chavez
Location:	Springlake south of Lennar and Heritage subdivisions		
Description:	Improvement plans for ~ 109 lots in the Heritage remainder		
Status:	Civil Improvements are under construction		

Project:	**Final Map 5048 Meritage – Mayfair Subdivision**		
Phase:	Construction	**PM:**	Cindy Norris
Location:	Springlake south of Lennar and Heritage subdivisions, north of CR 25A		
Description:	Architectural Review for 109 single family homes. All homes are single story		
Status:	Planning Commission approved the architectural design for the 109 homes on March 19, 2015 and model homes have been constructed and the initial phase of home construction is underway. An additional 22 lots, from the Heritage Park Unit 2 were approved as an extension of the Mayfair project, with modifications consistent with adjacent custom homes.		

Project:	**Final Map 4818 Heritage Park Unit 2**		
Phase:	Construction	**PM:**	Bruce Pollard/Ryan Brandt
Location:	Springlake		
Description:	Improvement plans for ~ 22 lots in the Heritage Park Unit 2		
Status:	Civil Improvements are under construction		

Project:	**Fairfield Inn & Suites CUP/Design Review Modification**		
Phase:	Review	**PM:**	Erika Bumgardner
Location:	2100 Freeway Drive		
Description:	The project includes a modified exterior design concept for the Fairfield Inn & Suites located at 2100 Freeway Drive in the Highway Commercial Entryway Overlay Zone, from the original 2008 design approval and a reduction in the total number of bedrooms from 105 rooms (four stories) to 72 rooms (three stories). The modified design was approved by the Planning Commission on January 16, 2014. The project CUP was originally approved in 2008.		
Status:	Plan check is complete and construction on the hotel is underway.		

Project:	**Verizon Cell Tower at Woodland Sports Park CUP and Wireless Telecommunication Facilities Ordinance Amendment**		
Phase:	Approved	**PM:**	Erika Bumgardner
Location:	2001 East Street		
Description:	Conditional Use Permit to allow the construction and operation of a 90-foot tall telecommunications cellular tower and the installation of related ground equipment on an approximate 780 square foot lease area at 2001 East Street (Woodland Sports Park). The request also includes an amendment to the Zoning Ordinance to permit telecommunications antennas or towers on property that is owned, leased or otherwise controlled by the City through a Conditional Use Permit. The ordinance amendment includes updates to ensure that the City complies with recent federal requirements regarding processing co-location of multiple telecommunications equipment on a single tower.		
Status:	The CUP was approved by the City Council on June 17, 2014 and the Ordinance Amendment was approved by the City Council on July 1, 2014. **Building permits have been issued for the tower and construction in underway.**		

Project:	**Design Review for a New Building located at the North East Corner of 6th and Main**		
Phase:	New Submittal	**PM:**	Erika Bumgardner
Location:	NEC 6th and Main Street		
Description:	A proposed 9,200 square foot retail shopping center located at the northeast corner of 6th and Main Streets. Retail tenants have not been identified; however there is space for up to 6 separate tenants in the center. Parcel Map No. 4929 was approved for the site in October 2007 in association with the proposed Rite Aid shopping center. The Rite Aid shopping center project was not completed and the current proposed project represents an entirely new development proposal for the site.		
Status:	The project is currently under review by staff for compliance with the Downtown Specific Plan, Zoning and Community Design Standards.		

Project:	**Design Review for Solara Ranch Subdivision, Spring Lake**		
Phase:	Project Review	**Phase:**	Project Review
Location:	NWC Marston Drive and Parkland Avenue		
Description:	An application has been filed for Site Plan and Design Review for a residential project (*D.R. Horton; Solara Ranch Subdivision at Spring Lake*) on 19.23 acres (94 residential lots) within the R-5 zone of the Spring Lake Planning Area.		
Status:	The project was approved by the Planning Commission on May 7, 2015.		

Project:	**Design Review for Self Storage (Mini-Storage) on Cannery Road**		
Phase:	New Submittal	**Phase:**	New Submittal
Location:	NWC Cannery Road and Deaner Avenue		
Description:	A proposed "Extra Self Storage" facility on 8.5 acres including 1,300 storage units. Proposed to be completed in five phases.		
Status:	Design Review approved by Planning Staff on March 31, 2015. Project in for Building plan check.		

Project:	**Proposed 90-foot Cell Tower in the CH/EOZ District at Hays Lane**		
Phase:	CUP Approved	**PM:**	Erika Bumgardner
Location:	430 Douglas Lane		
Description:	Conditional Use Permit to construct and operate a 90-foot tall telecommunications cellular tower disguised as a water tank and to install related ground equipment within a 1,305 square foot lease area at 430 Douglas Lane, a vacant (undeveloped) 1 acre parcel. The project site will be accessed via a 15' non-exclusive access and utility easement from Hays Lane, south of the subject property.		
Status:	The project was approved by the Planning Commission on November 6, 2014. Building plans have not yet been submitted.		

Project:	**State Theater and Multi-Plex Site Plan and Design Review**		
Phase:	New Submittal	**PM:**	Ken Hiatt/Cindy Norris
Location:	320- 338 Main Street		
Description:	A Site Plan, Design Review and Lot Merger application proposal to renovate the existing State Theater, as well as to expand to the east across the adjacent easterly properties, 330, 334, and 338 Main Street. The proposal provides for a total of 1019 seats, 988 regular and 31 accessible seating. The existing State Theater will be fully renovated to include one large auditorium and one small theater with upgraded restrooms and a small café. The expansion to the east would accommodate a new main lobby and concession area with eight new theaters.		
Status:	The Project Design Review has been approved. The project has been submitted for plan check and comments have been provided to the applicant. Street improvements and site construction are underway.		

Project:	**Dignity Health Woodland Gateway Project**		
Phase:	New Submittal	**PM:**	Cindy Norris
Location:	2081 Bronze Star Drive		
Description:	The applicant, Petrovich Development Company, proposes to construct a 35,000 square foot medical office building for Dignity Health at the Woodland Gateway Center.		
Status:	Project Is under construction.		

Project:	**General Plan Update**		
Phase:	On-going	**PM:**	Cindy Norris
Location:	City Wide		
Description:	A planned update to the City's 1996/2002 General Plan		

Status:

Heidi Tschudin has been hired as the General Plan Project Manager with Dyett and Bhatia hired as the General Plan Consultant.

Information concerning the General Plan Update 2035 can be found at the City of Woodland web site for the General Plan at the following link: http://www.cityofwoodland.org/gov/depts/cd/divisions/planning/generalplan/2035/default.asp

Copies of documents, handouts and presentations can be found on the General Plan web site.

Recent actions include:

The General Plan Team released the Development Scenario Analysis Report in early April of 2015. The City held a community wide workshop on April 27, two General Plan Steering Committee Meetings on May 12 and June 9, and two Planning Commission workshop meetings on July 16 and July 23.

Past Actions:

- A City Council workshop regarding development options was held on October 15, 2013 and a follow up meeting on November 19, 2013. Recommendations from that meeting include the following:
  1. That developing a flood solution, advancing job creation, promoting infill, and building out of the Spring Lake Specific Plan are top priorities for the General Plan update.
  2. That subsequent new growth should be prioritized in the following sequence subject to defining appropriate land use triggers for advancement of future planning and build-out of these areas: Master Plan Remainder Area, East Area, and Northwest Area.
  3. That a range of growth rates (through 2035) should be analyzed: 180 dwelling units per year (0.8% annual average rate or 4,000 units over 22 years) and 400 dwelling units per year (1.7% annual average rate or 9,000 units over 22 years).
  4. Direct staff to prepare a preliminary land use map with these assumptions, seek community input including the General Plan Steering Committee.

- After review by the General Plan Steering Committee on April 7, 2014; a draft land use map, land use descriptions, and four conceptual development scenarios were developed with the intent of testing and analyzing the results. Consultant evaluations in the areas of fiscal/economic, transportation, storm water, flood, and water are currently underway. Additional evaluation and testing will be provided in the area of schools, parks, fire, police and other relevant service areas. Once analysis is complete the revised scenarios and the results of the testing will be presented in a series of meetings for review and discussion. The ultimate result at the end of this phase will be approval of a preferred development strategy. The General Plan team will then begin the process of drafting the general plan policies, text and conducting the environmental review.
- On **July 17, 2014** the General Plan Team released the Final Update of the Opportunities and Challenges, Issues and Constraints Report.
- Final update to the General Plan Vision and Guiding Principles document was released in April 2015.
- The Development Scenarios Analysis report was released April 2015. .

BUILDING ACTIVITY

Project:	**Produce Market**		
Phase:	Construction	**PM:**	Paul Siegel Erika Bumgardner
Location:	1490 E. Main St.		
Description:	Produce Market on 4.47 acres: Site will be on septic tank.		
Status:	Permit has been issued and site development has started.		

Project:	**Comfort Suites Hotel**		
Phase:	Final	**PM:**	Paul Siegel
Location:	2080 Freeway Drive		
Description:	Construction of 41,500 sq ft Hotel with 66 Rooms		
Status:	The project is completed and hotel opened in June.		

Project:	**Lennar Homes**		
Phase:	Construction	**PM:**	Rick Essenwanger
Location:	Spring Lake Heritage Unit 4, south of Heritage Parkway		
Description:	Four Master Plans for 98 single family homes in an R-4 subdivision. All permits have been issued. The builder is completing the homes.		
Status:	Project is in production phase.		

Project:	**Taylor Morrison Homes**		
Phase:	Construction	**PM:**	Rick Essenwanger
Location:	Spring Lake Parkview Subdivision		
Description:	Six Master Plans for 108 single family homes in an R-8 zoning. 74single family home permits have been issued. 18 homes have been finaled and 56 homes are currently under construction. There are 65 remaining lots.		
Status:	Project is in production phase.		

Project:	**Meritage Homes**		
Phase:	Construction	**PM:**	Rick Essenwanger
Location:	Heritage Remainder Phase 1 (109 lots)		
Description:	Eight Master Plans for 109 single family homes in an R-5 subdivision. 11 permits have been issued. Model homes completed		
Status:	Project is in production phase.		

Project:	**Fairfield Inn & Suites**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	2100 Freeway Drive		
Description:	Plan Review of a 41,946 sq. ft. three story hotel with 72 units.		
Status:	The permit has been issued and construction has commenced.		

Project:	**Woodland Christian School CUP/Design Review Modification**		
Phase:	Construction/Pre-Final	**PM:**	Rick Essenwanger
Location:	1787 Matmor Road		
Description:	Addition of classroom and assembly building and site access.		
Status:	Project is almost complete.		

Project:	**Boundary Bend Olive T.I.**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	455 Harter Ave		
Description:	Tenant Improvement for industrial building. TI is for expansion of office space. And, future olive oil processing under separate permit.		
Status:	Project is in construction. Construction is continuing on the office space. The olive oil processing facility has been issued.		

Project:	**Hygeia Biological Lab, Office & TI**		
Phase:	Plan Review	**PM:**	Paul Siegel
Location:	1429 E. Beamer St		
Description:	Tenant Improvement for industrial building. TI is for expansion of office space and Laboratory.		
Status:	Plan Review has commenced after being delayed by applicant.		

Project:	**Goodwill Store T.I.**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	1770 E. Main ST		
Description:	Tenant Improvement for Commercial Building (former Staples).		
Status:	Project is complete and permit has been finaled.		

Project:	**State Theater**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	322 Main Street		
Description:	Permit issued and project has started.		
Status:	Under Construction		

Project:	**Black Bear Diner**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	1540 E Main St		
Description:	Tenant Improvement for new restaurant.		
Status:	Permit issued and project completed. Electrical panel was changed out on July 31.		

Project:	**Woodland Motors**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	530 Quality Circle		
Description:	Auto Dealership		
Status:	Permit issued and construction has commenced.		

Project:	**Harbor Freight T.I.**		
Phase:	Final	**PM:**	Paul Siegel
Location:	1384 E Main St		
Description:	Tenant Improvement Industrial Building.		
Status:	Permit issued and complete. Open for business.		

Project:	**Dignity Health**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	2081 Bronze Star		
Description:	Medical Office-30,000 sq ft building.		
Status:	Permit issued for Shell Building (Tenant Improvement plans have not been submitted).		

Project:	**Bowling Alley Restaurant Remodel**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	154 W. Main St		
Description:	Tenant Improvement for upgrade to restaurant in bowling alley.		
Status:	Permit issued.		

Project:	**Cannery Road Storage**		
Phase:	Plan Review	**PM:**	Paul Siegel
Location:	1425 Cannery Road		
Description:	Phased Improvement for new public storage and residential managers unit.		
Status:	Plan review.		

Project:	**Lennar Master Plan for Brookstone @ Springlake**
Phase:	Plan Review **PM:** Paul Siegel
Location:	Plan 3512 at Farmer Central and Pioneer Ave.
Description:	New subdivision with 99 units.
Status:	Plan review completed. Model home permits applied.

Project:	**Lennar Master Plan for Brookstone @ Springlake**
Phase:	Plan Review **PM:** Paul Siegel
Location:	Plan 3512 at Farmer Central and Pioneer Ave.
Description:	New subdivision with 99 units.
Status:	Plan review completed. Model home permits applied.

Project:	**Solar Project on City Property (6 locations)**
Phase:	Plan Review **PM:** Paul Siegel
Location:	Various locations.
Description:	Canopy and ground mounted solar
Status:	Plan review.

Project:	**Appliance Store TI**
Phase:	Plan Review **PM:** Paul Siegel
Location:	441 Pioneer
Description:	Commercial appliance store.
Status:	Plan review.

Project:	**Commercial Fuel Cells**
Phase:	Plan Review **PM:** Paul Siegel
Location:	1860 E. Main St
Description:	Fuel Cells for Home Depot.
Status:	Plan review.

Project:	**Yolo County DCSS T.I.**
Phase:	Complete **PM:** Paul Siegel
Location:	100 W. Court
Description:	Major office T.I. Project was plan reviewed and inspected at same time due to critical time constraints of applicant.
Status:	Finaled.

CODE ENFORCEMENT

Reactive Enforcement:	**Status**				
	Number	**Open**	**Closed**	**Pending**	**Notes**
Calls for Service	471	98	371	14	By phone, e-mails, walk-ins or letters
Code Complaints	471	98	371	10	Nuisance, Building or Housing and Health and Safety Codes
Complaints Unfounded	124	0	124		No code violations were found
Code Violations	471	98	371	14	Verified
Warning Notices	367		367	12	Issued
Code Compliance	359	**12**	359	12	**C**ode violations corrected
Abatement	3		3		Buildings demolished or boarded up
	Specific Nuisance Items				
Non-Operable Vehicles	24	**0**	24		All vehicles were removed
Junk and Debris	26		34	5	Blighted conditions
Illegal Construction (stop work notice)	2		2	0	(3) Stop work notices were posted
Parking on Landscaping	13	**0**	13	0	Vehicles were removed from landscaping
Buildings (unsecure/vacant)	9	**0**	**2**	0	Building abandoned or foreclosed
Obstruction of Public way	31	0	31	0	Overgrown shrubs or bush in setback areas blocking sight view or storing basketball hoops in public right-of-way
Prohibited signs	2		**2**		Posted, and re-moved
Water Waste	219	**7**	**212**	0	Overwatering, watering more than 3 times per week, etc.
Illicit Storm Drain	7	**0**	**7**	0	Illegal Dumping into the storm drain.
Weeds	11	**0**	**11**	0	
Blight	4	**0**	**4**	0	
Trees	29	**4**	**25**	0	Overhanging limbs into the street and sidewalk.
Green Waste	29	**0**	**29**	0	Left too long in the street and/or piles too large, etc.
Water Theft	3	**0**	**3**	0	Theft of water from fire hydrants.
	Other Items				
Business License Inspections	4				Renewal inspections

	Ongoing Projects		
Proactive Enforcements	Status:	105 W. Main St. (Long John Silver) 439 Grand Ave 1580 E. Main St. (Sonic Burger) 655 Cottonwood St. (Apartment Complex) 327 Emerald St	Working closely with property owners and property managers, via phone and meetings to help maintain properties
Non-Operable Vehicle		all vehicles were removed (see above)	
Foreclosure Monitoring		0 properties were Foreclosed on	
	Public Outreach		
Business		Water Conservation presentation at Beamer Elementary School	
Workshops		Yolo Co. Environmental and Consumer Task Force	
Neighborhood Watch		Attended meetings: Dairs Meeting and POP with Woodland PD	

SUCCESSOR AGENCY/FORMER REDEVELOPMENT

Project:	**AB1484 Low/Mod Due Diligence Fund Report Approval and Certification**		
Phase:	Approval of Bond Expenditure Agreement/Winding Down Agency	**PM:**	Wendy Ross
Location:	Agency wide		
Description:	Post-redevelopment and per AB1x 26 and subsequently AB1484, required activity to wind down Woodland Redevelopment Agency projects and allocation of funds.		
Status:	The CA Department of Finance Finding of Completion was issued on May 7, 2013**.** It was determined that the Woodland Successor Agency was authorized by DOF to enter into Bond Expenditure Agreement, whereby the balance of Agency Bond proceeds in the amount of approximately $4.0m were transferred to the City to be allocated to projects that qualify per the Official Statement of the Bonds, CA Redevelopment Law and the Woodland Redevelopment Plan. Staff has identified qualified priority projects, including the redevelopment of the State Theatre. ROPS 14/15B is currently under review by the Department of Finance.		

Economic Development Projects

Project:	**Yolo County Broadband Strategic Plan**		
Phase:	underway	**PM:**	Wendy Ross
Location:	Countywide focus		
Description:	Countywide collaboration to do a broadband Internet planning study to determine how we can best ensure that our businesses, residences and community anchors have access to affordable, reliable broadband Internet service that will meet their long term needs.		
Status:	Presenting findings to Economic Development Subcommittee to finalize the City of Woodland profile section of the strategic plan. Next step to assess the implementation of the proposed strategy.		

Project:	**Yolo County Recycle Market Development Zone designation**		
Phase:	Set up underway	**PM:**	Wendy Ross
Location:	Countywide, excluding West Sacramento and Clarksburg area		
Description:	Countywide Loan program to encourage recycling businesses within California to site new manufacturing facilities and expand existing operations. This program provides low-interest loans for the purchase of equipment and other relevant business costs. The intent of the program is to help manufacturers increase their processing capabilities and create additional markets for recycled-content products.		
Status:	Recycle Market Development Zone (YoloRMDZ) was designated in fall 2013. Staff has secured URL www.YoloRMDZ.org. Staff is developing a brochure and marketing the Zone. Zone is a 10 year designation.		

Project:	**State Theatre Disposition and Development Agreement**		
Phase:	Design Review/Building Permit	**PM:**	Ken Hiatt
Location:	322 Main Street		
Description:	Renovation and addition of State Theatre as 10 screen multiplex cinema with café.		
Status:	Escrow closed and developer has commenced construction. Completion anticipated later Winter 2015.		

Project:	**Visitor Attraction**
Phase:	Ongoing
Location:	City and Countywide with focus on increasing hotel occupancy in Woodland
Description:	Market the City of Woodland and promote events to enhance Woodland as a visitor destination.
Status:	City has established a Memorandum of Understanding with Yolo County Visitor's Bureau with scope of services outlining activities to promote visitor attraction funded by the Hotel BID. BID renewal approved in June. Marketing activities initiated including advertising, new website, Facebook page, and dining guides.

Project:	**City Hall Annex – Woodland Opera House Reuse**
Phase:	Pre-Construction
Location:	City Hall Annex – Court Street
Description:	Renovation and Reuse of Annex by Woodland Opera House dance and theater educational programming
Status:	City Council approved funding for improvements and lease agreement with WOH on December 2nd. Lease executed in January 2015. Construction bids solicited and costs exceed approved budget. Value engineering and cost reduction measures being evaluated.

Business Licenses

Business License Category	New	Renewed	Closed
Home Based	30	175	11
Out of Town	86	172	25
Commercial	30	200	18
Totals	146	547	54

DETAILED PROJECT LISTING

ROADWAY PROJECTS

Project:	**00-06, I-5 and Highway 113 Interconnect, Phase 2**
Phase:	Delay **PM:** Ayon
Description:	This project includes the construction of the freeway to freeway connector from northbound I-5 to southbound SR 113. This project is being designed and managed by Caltrans.
Status:	• City is working with Caltrans to place this project on hold. The Co-op Agreement has been revised. • This Co-op Agreement was approved by Council on October 1, 2013. • In compliance with the Co-op Agreement, staff worked with Caltrans and SACOG to transfer unused federal funding to the I-5/CR-102 Landscaping project for Construction. • Staff is working with SACOG staff to transfer some funding from this project to the E. Main Street Improvement Project to expand the scope of the project to improve traffic handling in the corridor.

Project:	**04-07, Kentucky Avenue Complete Street Widening and Reconstruction Project**
Phase:	Design **PM:** Ayon
Description:	Project will reconstruct pavement and widen Kentucky Avenue to 4-lanes from East Street to College Street and will reconstruct pavement and make operational improvements from College Street to West Street. The project includes bicycle lanes, landscape separated sidewalks, landscaped medians, new and modified traffic signals; and associated roadway utility improvements through the entire corridor from East to West streets.
Status:	• Design completion estimated winter 2015, currently at 75% design. • Construction scheduled for summer 2017 • Staff requested, and was granted, $11M in funding from SACOG for construction of the project. • Project is being designed under a contract with Psomas and design is approximately 75% complete. • A public meeting was held on September 24, 2014 in the City Council Chambers. • Council approved the Final MND on October 21, 2014. Caltrans approved the NEPA on January 21, 2015. This allowed final design to begin. • Right-of-way Acquisition: sent property owners notices to appraise; right-of-way acquisition estimated to be complete winter 2015. • Coordinating with the railroad: project impacts two railroad crossings.

Project:	**08-58, Main Street Streetscape Enhancements (Third St to Sixth St)**		
Phase:	Construction	**PM:**	Olmedo
Description:	Enhance downtown's role as the government, dining, entertainment, cultural and retail/specialty center of the community. Project limits are Main Street from East Street to Third Street. Improvements include curb bulb-outs at intersections, new curbs, gutters, sidewalks, and landscaping along with other enhancements in the public right of way as appropriate or affordable. Funded by a SACOG 2010 Community Design Grant.		
Status:	• 100% design completed by Laugenour and Meikle; bids opened March 5, 2015; Council award March 17, 2015; • NEPA completed June 2014. Caltrans Right-of-Way & utility coordination completed July 2014. • Caltrans approved request for construction authorization. • Construction is in progress. Completion date is approximately mid-August.		

Project:	**09-25, County Road 25A from County Road 101 to State Highway 113**		
Phase:	Construction	**PM:**	Pollard
Description:	Pavement rehabilitation and widening of County Road 25A between Highway 113 and County Road 101. Final configuration will be a 2-lane roadway.		
Status:	• Plans Specifications and estimates were completed by the Developer, Developer has agreed to construct improvements. Construction is expected to start in April 2015..Project is being constructed by a Developer		

Project:	**10-07, East Kentucky Rehab (East to Harter)**		
Phase:	Construction	**PM:**	Wurzel
Description:	Project will rehabilitate E. Kentucky Avenue from East Street to Harter Avenue-Paddock Court; including adding bike lanes to close the bike system gap on Kentucky Avenue. The project will reconstruct the pavement, valley gutters and curb. This project is Federal-Aid funded by SACOG in 2012. Local funds are being used for design.		
Status:	• The project was completed by October 31, 2014. • The test results of the asphalt samples do not meet the specification. Additional testing will be performed to determine if the asphalt is acceptable. • Final testing has been completed; asphalt has been deemed acceptable with a price reduction and extended warranty. • Project will be scheduled for acceptance in late spring once documents are completed.		

Project:	**11-24, I-5 & CR 102 Interchange Landscaping**		
Phase:	Design	**PM:**	Ayon
Description:	This project is the landscaping phase of the I-5/CR-102 Interchange Improvements Project (#97-24).		
Status:	• Callander Associates completed 100% PS&E and is addressing Caltrans review comments to obtain a Caltrans Encroachment Permit. Once the Caltrans Encroachment Permit is obtained, staff will submit to Caltrans the Authorization Request to Proceed with Construction. • The I-5/SR-113 (CIP 00-06) Co-op Agreement has been revised and staff has moved some federal funds to this project's construction. Staff worked with Caltrans and SACOG and moved leftover federal funds from the I-5/CR-102 Interchange project (CIP 97-24) to this project. These federal funds can only be used for the I-5/CR-102 and I-5/SR-113 projects. • Construction is anticipated to begin in spring 2016.		

Project:	**11-27, Main Street and Cleveland Traffic Signal Improvements**		
Phase:	Pre-Design	**PM:**	Wurzel
Description:	This project will upgrade the existing intersection and traffic signal equipment; and will install vehicle detection on Cleveland St, new signal poles, new signal heads, pedestrian audible signals, and pedestrian signal heads. Project will also reconstruct the non-compliant ADA curb ramps at the intersection. This intersection is one of the top 10 accident locations, thus its selection for grant use.		
Status:	• Design is substantially complete. • Need to obtain NEPA and complete utility coordination. • Construction anticipated summer 2016		

Project:	**13-05, E. Main Street Improvement Project (East Street to Pioneer Ave.)**		
Phase:	Pre-Design	**PM:**	Olmedo
Description:	Project will resurface E. Main Street between East Street and Pioneer Avenue to widen and improve bike lanes, and complete sidewalks on the south side of the road. Staff is working to obtain additional funding to construct an off-street multi-use path on the north side of the roadway between Pioneer Avenue and Matmor Road.		
Status:	• Council approved Consultant contract with Mark Thomas for design services in Jan. 2015. • Staff applied for and received $1 million in grant funding for the construction of this project. • Staff is working with SACOG and Caltrans to transfer remaining funding from I5/SR113 to this project to allow for the inclusion of the multi-use path. • Mark Thomas & Co was selected through a quality based selection (QBS) process to perform the design of the project. • City in contract with Mark Thomas. Pre-Design to begin August 2015.		

Project:	**13-06, Safe Routes to School Improvement Project**		
Phase:	Complete	**PM:**	Wurzel
Description:	Project will construct school area improvements to increase visibility of students walking and biking to school. Project includes driver feedback signs, lighted crosswalk, and signing and striping improvements.		
Status:	• The Contractor has not completed the project punch list. • Staff submitted a claim in the amount of $43,715.13 to PG&E for the additional costs incurred due to the issues with the PG&E power supply. PG&E has paid $40,000 of this claim. • Contractor is scheduled to complete a significant portion of the punch list the second week of April. Once remaining work is complete the project will be scheduled for completion.		

Project:	**15-03, 2015 Pavement Maintenance Project**		
Phase:	Delay	**PM:**	Ayon
Description:	Project will perform pavement maintenance seals and roadway restriping on roads within the area north of Main Street and west of West Street.		
Status:	• Due to recent ADA requirements on pavement maintenance projects and the significant amount of ADA ramps required for this work, this project will be constructed in summer 2016. • The ADA ramps will be designed with the 2015 ADA Improvements Project (CIP 15-09) and will be constructed in 2016.		

Project:	**15-09, 2014/2015 ADA Improvements**		
Phase:	Design	**PM:**	Ayon
Description:	Project will complete ramps in various locations within the ADA priority route and within the area north of Main Street and west of West Street.		
Status:	• Environmental Clearance on January 13, 2015. • Due to recent ADA requirements on pavement maintenance projects and the significant amount of ADA ramps required for this work, this project's funding will cover in-house design only; and the ramps will be constructed in summer 2016.		

Project:	**15-16, Main Street from Elm to Cleveland Streetscape**		
Phase:	Construction	**PM:**	Olmedo
Description:	The project will enhance downtown's pedestrian environment on Main Street from Elm to Walnut streets. The project is proposing to construct bulb-outs at intersections, and add parking, landscaped median and other pedestrian enhancements.		
Status:	• Design completed, bids opened March 4, 2015; Council awarded construction contract to B & M Builders, Inc. on March 17, 2015. • City in contract with B & M Builders Inc. Construction in progress. Anticipated completion date of September 2015.		

WATER INFRASTRUCTURE PROJECTS

Project:	**08-07, Surface Water Project**
Phase:	Construction **PM:** Busch
Description:	This project includes a regional water supply project jointly funded with the City of Davis and UCD. It will provide 18 million gallons of water per day for the City of Woodland; including storage tank, storage pumping facilities and related water transmission lines to get the high quality water into the City. Some of our existing wells will be converted to Aquifer Storage and Recovery (ASR) wells; and ultimately, new ASR wells will be used to supplement summer water use, peak hour and peak day water demands. These ASR wells will also help us bridge over the periods when there may be water right curtailments.
Status:	• Construction work is underway. Recently completed work includes: elevated deck concrete pours for the Sand Blasted Clarifiers and Ozone Facility, wall pours at the Gravity Thickeners and wall and slab pours for the Chemical Facility. Work continues on the buried yard piping within the RWTF, under slab work at the Finished Water Pump Station and Maintenance building, and piping work to the Solids Drying Beds. The masonry work has been completed for the Operations building, and process equipment has begun arriving. The offsite piping work has recently completed the Woodland North and South Finished Water Transmission Mains, and Raw Water Pipeline between the Joint Intake and the RWTF. Work continues on the Finished Water Transmission Main to Davis. The construction is approximately 50% complete and is on schedule and budget. • The Joint Intake project with RD2035 has completed wall section concrete pours for the south and center sections of the Intake Structure. The outer structure walls have been completed. • The project team has started planning for the conversion to surface water beginning May 6, 2016, including water main flushing, additional water sampling, and chemical treatment at existing well sites ahead of conversion. • The Supplemental Environmental Impact Report has been completed for ASR and a public meeting is scheduled for July 23, 2015. • Public involvement meetings and outreach is continuing.

Project:	**08-28, Modify Well Casings**
Phase:	Design **PM:** Busch
Description:	Work to include modifications to well casings to extend life expectancy and reduce the level of nitrates in the well water. Specific wells to be modified will be determined the year before work is to be done. At this time the most likely wells to be modified are Wells 10, 11, 13, 14, 17 and 21. Work will also include video inspection, cleaning, doing minor repairs to pump shaft and bearings, and minor repairs to casing.
Status:	• Staff met with CDPH regarding permitting for the modifications to Well #10 to reduce nitrates. Staff provided a modification package for Well #10 to CDPH based on design modifications that were coordinated with CDPH. Work is currently on hold pending an evaluation of water supply needs for 2015.

Project:	**09-23, Water System Leak Detection and Repairs**		
Phase:	Design	**PM:**	Busch
Description:	This project includes identification and prioritization of water mains throughout the City in need of repair or replacement, including elimination of undersized pipes. The project involves replacing the 2" back of sidewalk mains with a new 8" diameter main, and abandon the 2" mains. The initial focus is on streets with the highest numbers of water main breaks and cast iron water mains over 60 years old.		
Status:	• Design of the 2015 Water Main Replacement Project has started. The streets selected for water main replacement are generally located east of West Street and south of Lincoln and near Christensen Park. The project design will be bid in late Fall/winter 2015 with the intent of completing work ahead of switching to surface water in May 2016.		

Project:	**11-14, Water Transmission Main (East)**		
Phase:	Construction	**PM:**	Fong
Description:	Install a water transmission main (ranging from 30" to 36") instead of a 12 inch water main in the Spring Lake area to meet the needs of the surface water project.		
Status:	• Construction work is completed and the pipeline has been placed into operation. • The landscaping and sidewalk work is complete and the only work remaining is minor concrete repair at a few locations.		

Project:	**12-05, Water Transmission Main (West)**		
Phase:	Construction	**PM:**	Fong
Description:	This project is identified as part of the surface water project to improve water quality and offset the declining water quality from the groundwater supplies. This pipeline is a segment of the transmission line that will convey treated surface water from the new regional water treatment facility to all areas in the City. This segment of pipeline runs from East Street to Ashley Avenue.		
Status:	• Construction began in June 2015 and construction is approximately 30% complete with the transmission main installed between Ashley and West Street. The majority of the welded steel pipe has been delivered. • The project also includes a direct tie-in of Well 16 to the transmission main to facilitate blending with surface water and a flow meter to allow for calculation of the blending percentage. A connection to facilitate discharge of water from the well to the storm drain is included in this work. This work is necessary to meet water quality requirements.		

Project:	**14-13, ASR Testing and Modeling – Surface Water Project**		
Phase:	Design	**Phase:**	Design
Description:	The project involves development of a transport model to determine the storage capacity of the aquifer, degradation of the aquifer due to aquifer storage recharge and geochemical effect of the aquifer storage recharge.		
Status:	• Permitting work is continuing for the permit to operate a long term ASR program.		

Project:	**15-02, New ASR Wells #29 and #30**		
Phase:	Design/Construction	**Phase:**	Design/Construction
Description:	The project involves the design and construction of two new Aquifer Storage and Recovery (ASR) wells allow for the injection of surplus surface water in winter; and supplement supply of surface water in summer and to meet peak demand needs. The new ASR wells will replace existing Wells #4 and #11.		
Status:	• Carollo Engineers designing the new ASR wells. The sonic coring design package has been completed and the project has been bid. The downhole well drilling design package has been completed and the project has been bid for both well sites. • The sonic coring is expected to begin August 17, 2015. The sonic coring project will occur in Ferns Park and construct a monitoring well and obtain a discreet sample of materials in the aquifer injection zone. • As part of the well drilling contract, the existing Wells #4 and #11 will be evaluated for suitability for conversion to park irrigation wells. • The design is continuing for the above ground portion of the project. The project design report and 50% design is expected by early August 2015. Bidding of the above ground facilities (building, electrical, and pumps) isanticipated in December 2015. • Well drilling is anticipated to begin in August 2015 starting at Christensen Park (Well #30. • The intent is to complete construction of the wells by the end of 2016 to allow for surface water injection the first winter it is available.		

Project:	**15-10, Recycled Water**
Phase:	Design **PM:** Busch
Description:	The City of Woodland is planning for a diversified water supply portfolio including future surface water, groundwater and local recycled water sources to meet current and future water demands. The City proposes to use its currently available tertiary treated Title 22 effluent from the City's Water Pollution Control Facility (WPCF) providing a firm capacity of approximately 2,700 gpm for future recycled water uses. The annual capacity of recycled water is 4,500 afy. The recycled water source would improve the City's water supply reliability by reducing potable demands during the summer months when demands are highest and/or impacted by drought conditions. Recycled water is very reliable even during drought conditions and would serve to drought-proof the City's overall water portfolio. During winter months, the recycled water source allows for the increased injection of treated surface water into the ground through the City's ASR wells. The expected potable water savings from implementing the Phase I Project sites would be approximately 1,277 afy at start-up.
Status:	• The drought IRWM grant application (Westside) has been completed. Woodland was awarded $2M in grants for the project. • The SRF loan application is nearly completed. The SRF program for recycled water provides funding at 1% interest. • The recycled water program permit package and O&M Manual is completed and has been submitted to the SWRCB for approval. • The design of the project is underway. The design is 90% complete. The schedule includes bidding a construction contract in September 2015. • The SWRCB Division of Water Rights has approved the Wastewater Change Petition which allows for the diversion of WPFC effluent to be used for recycled water. • Recycled water is being used for construction at the RWTF. • A study evaluating the appropriate rate structure for recycled water has been completed.

Project:	**15-19, 2014 Water Main Replacement Project**
Phase:	Construction **PM:** Busch
Description:	The 2014 Water Main Replacement Project design is completed. The streets selected for water main replacement include: Shasta Place, Lassen Place, Plane Avenue, N. Grand Avenue, McKinley Avenue, and Antelope Street between Cottonwood Street and West Street.
Status:	• This project is under construction with the contractor working on Antelope and West Streets.

FLOOD AND STORM DRAINAGE PROJECTS

Project:	**06-12, Springlake East Regional Pond**		
Phase:	Construction	**PM:**	Fong
Description:	This project will landscape the center island and western portions of the existing Spring Lake East Regional Pond. Native plants and grasses will be used to minimize future maintenance and create/maintain a natural habitat.		
Status:	• The Yolo County Resource Conservation District has planted native plant material at the site. Tamarisk Trees have been removed. A drip system has been installed to establish the vegetation, some planting remediation needed. • ADA work awarded by the YCRCD, work ongoing. Weed control and vegetation monitoring continues. • Final plantings occurring Spring 2015 for completion by June 2015.		

Project:	**09-15, Lower Cache Creek Feasibility Study**		
Phase:	Pre-Design	**PM:**	Busch
Description:	This project engages local, regional state and federal agencies in the development of comprehensive strategies to minimize the risk of flooding from Lower Cache Creek while enhancing water supply and the ecosystem in a manner that reflect community values. The focus areas will be on initiating studies in cooperation with the US Army Corps of Engineers (Corps), California Department of Water Resources (DWR) and other regional agencies and outreach that will inform the community of the conceptual solution.		
Status:	• The Corps is working toward Milestone #2 scheduled for November 30, 2015. Milestone #2 is the Tentatively Selected Plan and narrows the 4 current alternatives to 1 alternative for the remainder of the study. • The Corps held a Value Engineering conference to evaluate details of the 4 alternatives. The 4 alternatives have been subdivided into 12 alternatives. • The Corps completed the benefit/cost analysis for the alternatives. • The Notice of Preparation for an Environmental Impact Report (EIR) was issued in June. An EIR is required for the project. • The City has been awarded a $5M grant for the Lower Cache Creek Basin Woodland Integrated Flood Risk Reduction Project under the new Urban Flood Risk Reduction (UFRR) program. The scope of work for the grant is being worked out with the Department of Water Resources. • Staff is working on a financing strategy for the local cost share of the project including coordination with the regional partners. • The Flood Control Advisory Committee has held two meetings. The committee is being informed of work to date on the project.		

Project:	**09-31, Storz Pond Maintenance**		
Phase:	Construction	**PM:**	Fong/Lloyd
Description:	This contract with the YCRCD will provide on-going maintenance of the pond for minimal cost. Maintains Storz Pond to meet City and area-wide drainage needs. Funding is from Storm Drain In-Lieu revenue already collected.		
Status:	• Native grasses are responding well and becoming established. • Transitioning to a maintenance project in 2015 budget.		

Project:	**11-13, North Gibson Ponds Modification for Storm Drain**		
Phase:	Study	**PM:**	Fong
Description:	Project includes the updating of the drainage plan for the south urban growth area, followed by the former wastewater treatment plant ponds on the north side of Gibson Road being repurposed for storm drain detention. The project will allow for storm water generated by the build out of Spring Lake to be managed.		
Status:	First draft of drainage study provided to the City in January 2015 and comments have been reviewed with the consultant. Additional work is needed to complete the study and that work is being coordinated. Completion of the study is expected in fall 2015.		

SEWER INFRASTRUTURE PROJECTS

Project:	**08-21, Annual Sewer Repair and Replacement**		
Phase:	Design & Construction	**PM:**	Busch
Description:	Repair and/or replacement of existing sewer mains and laterals based on priorities as determined during routine maintenance work and video surveys of facilities.		
Status:	• Investigation of sewer trunk mains from Beamer & CR 102 to SS lift station at E. Main Street for purposes of designing rehabilitation has been completed. The Beamer Trunk lines and Gibson Trunk lines were investigated under CIP #13-10 for the purpose of evaluating the conditions of those mains. • The design and bidding is completed for sanitary sewer relocation at Douglas Jr. High School on WJUSD property. Easement acquisition is completed. • The construction of the sewer replacement work at Dog Gone Alley between Walnut and Elm and at Memorial Lane has been completed • The construction work for the three deep sewer repairs are planned on Gibson Street at West Street and Matmor Road began in July 2015. • Kentucky Ave Trunk Main: the contractor has been selected for the relining of existing 30" (35 LF) concrete pipe; in addition to lining ductile iron crossings of I-5 and Kentucky Ave east of East Street. Mineralized deposits have been found in the section of the pipe to be lined. Solutions to the problem are being evaluated. The deposits are extensive enough to prevent the sliplining work and are very hard.		

Project:	**10-11 Treatment Plant Expansion – Biosolids**
Phase:	Construction **PM:** Busch
Description:	This project consists of the disposal of biosolids that have accumulated in the storage ponds at the Water Pollution Control Facility (WPCF). To date, over twenty years of biosolids have been stored in approximately five storage ponds and the Regional Water Control Board requested that the City present a disposal plan during the application process for the waste discharge permit adopted in February 2009. The Regional Board will expect the City to begin the process for biosolids removal from the ponds in accordance with the submitted plan. The disposal plan includes removing one pond from service every third year, dry out the solids and have a disposal company contracted to remove the biosolids for either landfill disposal or farmland application. If the City does not follow through with the biosolids disposal plan by the end of the new NPDES permit cycle, which will be in 2014, then we can anticipate the Regional Board will give the City a biosolids requirement that may prove to be very costly to comply with in the next NPDES permit.
Status:	• The design of the Phase 3 Pond System Enhancements has been completed and the project is out to bid. The project is described below. • An operable gate and a drying pad will be constructed to facilitate management of waste contaminated soil from sewer collection operations. This pad will be located between South Ponds #1 and #12. • South Pond #10 was treated with soil cement in 2013 and South Pond #8 was cleaned out in 2014. This allows the plant to always have a spare sludge drying facility available. There will also be some minor piping changes done to the (WAS) distribution system and "water cap" circulation system to allow South Ponds #7 through #11 to be isolated from the system. This will facilitate drying and cleaning the sludge from these ponds after the biosolids in the ponds are stabilized. This project will be advertised in early 2015 for implementation over the spring and summer of 2015. • Approximate 200,000 tons have been moved to North Pond # 9. Yolo County and the City will be working on modification of the biosolids rules for disposal of "Class A - Exceptional Quality Pathogen tested," produced in Yolo County having a record keeping requirement for applications of 10 tons per year per acre to conform to the State rules for the same product type. This would facilitate land application for the City of Woodland.

Project:	**12-02, Oxidation Ditch Retrofit – Phase 1**		
Phase:	Construction	**PM:**	Fong
Description:	During the analysis done by Carollo Engineers for the Woodland Davis Regionalization Study, it was learned that the present ditch rotor system was not performing at a level to give the Water Pollution Control Facility (WPCF) its rated capacity for solids (Biological Oxygen Demand) of 8.0 MGD. The several rotor sets are reaching the end of their useful life and are scheduled to be replaced. Instead of replacing the inadequate rotor system, it is proposed that a new solids aeration system be retrofitted into the existing ditches to raise the solids capacity to match the existing hydraulic capacity (10.4 mgd). This project will result in increasing the solids capacity of the WPCF to match the hydraulic capacity of 10.4 mgd. It will also improve "settling characteristics" in the clarifiers and provide better UV disinfection and save $100K per year in electric costs when the WPCF is operating at capacity.		
Status:	• Construction work is underway with the contractor working on modifications to the aeration ponds, electrical work, and SED piping. The construction is approximately 65% complete. • The concrete work in Oxidation Ditch #1 is completed. The blower building including blowers and electrical work is completed. The SED pipeline is being installed. • The startup of the first oxidation ditch is planned for August or September 2015. • Project in construction with expected completion by fall 2016.		

Project:	**15-13, East Kentucky Sewer Rehabilitation**		
Phase:	Construction	**PM:**	Wisniewski
Description:	Project includes slip lining of aging interceptor sewer at three locations on Kentucky Avenue. The majority of the interceptor sewer is constructed of vitrified clay pipe; however, the three locations were constructed of cast iron pipe and have corroded. The project has been bid for the relining of existing 30” (35 LF) concrete pipe; in addition to lining ductile iron crossings of I-5 and Kentucky Ave east of East Street.		
Status:	• Mineralized deposits have been found in the section of the pipe to be lined beneath I-5. Solutions to the problem are being evaluated. The deposits are extensive enough to prevent the slip lining work and are very hard. • The cured-in-place lining operation at E. Kentucky and Pioneer is expected to occur the weekend of July 31, 2015. • Construction expected to be complete by fall 2015.		

Project:	**15-14, Douglas Jr. High School Sewer Rehabilitation**
Phase:	Construction **PM:** Wisniewski
Description:	Segments of the sewer line at Douglas Junior High School were constructed in 1939 and 1917. Easements were not acquired for the sewer pipes and subsequently, structures were constructed over the pipe. The structures have caused settlement on the sewer pipe leading to the failure of the pipe. Repairs were made in 2013, but the sewer pipe needs to be relocated to avoid additional failures of the pipe. The sewer pipe at Douglas Junior High School is experiencing pipe failure due to loadings from the structures that have been constructed over the pipe. This situation can result in failure of the pipe and loss of sewer service to the owner. The City is also exposed to a risk of a sanitary sewer overflow and pollution of streets and the storm water collection system. The project generally involves realigning the sewer pipe to the School District's maintenance road and obtaining an easement for access and maintenance.
Status:	• The project has been bid and the contractor is expected to begin work in July 2015. • The easement acquisition has been completed. There was no cost in acquiring the easements. • Construction expected to be complete by August 2015.

Project:	**15-18, Mechanical Screens Replacement, Phase 2**
Phase:	Construction **PM:** Fong
Description:	Existing screens at the headworks of the Water Pollution Control Facility are at the end of their useful life and are allowing large particles into the treatment process which can damage the treatment operations. Replacement of these screens has been planned as part of the WPFC asset management planning.
Status:	• The design of the bar screens has been completed. The installation of the first bar screen is scheduled for early August 2015. • Construction expected to be complete by fall 2015.

Project:	**15-15, Dog Gone Alley Utilities**
Phase:	Construction **PM:** Kimura
Description:	The project includes the replacement of approximately 500 feet of sanitary sewer and water main along Dog Gone Alley and Memorial Lane. The sanitary sewer was constructed at the north side of the alley right-of-way and consequently, a structure was constructed on top of the pipe. There was a sag in the sanitary sewer on Memorial Lane which can cause sewage backups.
Status:	• The project was bid and a contractor was selected. • Construction of the sanitary sewer and water main is expected to be completed by July 2015. • Paving work is planned for fall 2015 in coordination with construction the State Theater construction project. • Construction expected to be complete by fall 2015.

PARKS AND FACILITIES PROJECTS

Project:	**11-15, Community Center – Sports Park Frontage Landscaping**		
Phase:	Close-Out	**PM:**	Fong
Description:	Fronting landscape along the south side of Sports Park Drive as well as the 10' bike path of the Community Center/Sports Park Master Plan.		
Status:	• The landscaping work is completed. • Final acceptance scheduled for August 18, 2015 as part of the CIP 11-14 and 11-15 improvements		

Project:	**13-07, Community and Senior Center Emergency Generator**		
Phase:	Close-Out	**PM:**	Wurzel
Description:	Project will provide and install a new 250 kw emergency generator to power essential electrical circuits. Work includes wiring modifications in electrical room to install new automatic transfer switch. Transferred PW Operations funds into capital project.		
Status:	• Construction was awarded September 2nd. Construction started October 8th. • The generator was delivered and installation is underway. • Installation was completed April 2015. Final acceptance scheduled for August 18, 2015.		

Project:	**15-05, SLSP N3 Park**		
Phase:	Pre-Design	**PM:**	Olmedo
Description:	Purchase 8 acres of land for Spring Lake Specific plan in the southeast area of Spring Lake.		
Status:	• Preliminary conceptual discussions. • In contract with Callander Associates for feasibility study. • First public meeting/workshop was held on February 12th with Springlake residents to discuss 8 and 9 acres options. • Masterplan scheduled for Parks and Rec meeting July 27, 2015. Negotiations of park land in progress. • Design contract anticipated for Council Acceptance September 1, 2015. • Construction anticipated for summer 2016.		

Project:	**15-17, Hiddleson Pool**		
Phase:	Pre-Design	**PM:**	
Description:	Demolition of Hiddleson Pool		
Status:	• Early discussions on use of site • Asbestos testing completed April 2015		

ADMINISTRATION

Project:	**2012 Engineering Standards**		
Phase:	Admin	**PM:**	Ayon
Description:	Updating the Engineering Standards to stay current with regulatory requirements, meet ongoing maintenance needs and based on construction practices and experiences.		
Status:	• Preparing revisions based on input from city engineering and maintenance staff. • Ongoing		

Legislation Text

3.

File #: 16-041, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of April 2015 through June 2015

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for April 2015 through June 2015.

Staff Contact

Dan Bellini, Public Safety Chief - 661-7865, dan.bellini@cityofwoodland.org

Background

The Public Safety Department Quarterly Status Report includes a summary of all activity within the Department (Police and Fire). In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council receives Status Reports on a quarterly basis via agenda packet.

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Public Safety Chief

Paul Navazio

Paul Navazio, City Manager

Attachment: 2015 2nd Quarter Report

PUBLIC SAFETY DEPARTMENT

Quarterly Report

DATE: **August 18, 2015**

SUBJECT: QUARTERLY REPORT FOR APRIL-JUNE 2015

POLICE:

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

***APRIL**:*

▪ *April 1:* officers were involved in a foot pursuit of a suspect in the area of Railroad Street and Elliot Street. One officer was conducting extra patrol in this area due to subjects littering and camping illegally. After the officers attempted to stop him, the subject ran. Two other officers caught up to the suspect and, as they did, the suspect took a fighting stance. The suspect finally complied with the officers commands. The suspect was taken into custody and, during a search, officers located methamphetamine in the suspect's possession.

▪ *April 5*: an officer was dispatched to a church on Walnut Street. A parishioner at the church reported to the pastor that she found a cell phone hidden in the women's bathroom. The cell phone was forensically searched by detectives, which resulted in the discovery of secret recordings of several adult and juvenile females inside a bathroom stall during a two-hour time frame. Further investigation revealed the suspect to be a male 23-year-old former Woodland resident who was a church music leader at the time. On April 21, detectives served a search warrant at the suspect's residence in Sacramento, but he was not located. However, on April 22, Detective Jameson arrested the suspect at the police department following an interview. The suspect was booked on felony charges of eavesdropping or recording a confidential communication and sexual exploitation of a child; and a misdemeanor charge of using a concealed camera to record someone in a state of undress inside a bathroom. Detective Jameson has written additional search warrants in this case and has located other recordings that were made by the suspect at the church in the past. All of the victims have been identified and notified with the exception of one female.

▪*April 12*: Detective Jameson assisted patrol officers with a burglary investigation. Earlier that morning, a collision occurred in Woodland and an occupant of a vehicle was seen exiting the vehicle and placing a bag inside a parked vehicle nearby. Officers arrested the suspect after locating a firearm inside the bag he had hidden in the parked vehicle. The firearm was one of eight that were stolen during a residential burglary within the previous 24 hours. Detective Jameson obtained a search warrant for the suspect's residence and served it with the assistance of patrol officers. No additional items from the burglary were located.

▪ *April 17*: an officer observed a vehicle, without taillights, traveling in the area of Branigan Avenue and Ogden Street. The vehicle matched the description of a suspicious vehicle in the area of Oak Avenue. When the officer initiated a stop on the vehicle, the driver sped away. The officer pursued the vehicle with lights and siren. The vehicle travelled throughout the southwest area of Woodland, reaching speeds in excess of 70 MPH, and the pursuit lasted about four minutes. The pursuit ended when the driver abandoned the vehicle while it was still in motion and fled on foot. Five passengers also fled. The vehicle collided with a fence at the end of Summertree Lane. The driver, an 18-year-old male Woodland resident was apprehended. One of the passengers, a juvenile, was also detained. The driver was booked for felony evading, felony child endangerment, and driving on a suspended license.

▪ *April 20*: officers responded to a burglary in progress at the Woodside Glen Apartments. Upon arrival, they contacted an uncooperative subject. The subject appeared to be under the influence of a controlled substance. As the officers approached the suspect, he ran from them. The officers caught up to the suspect, but he continued to resist. The suspect finally complied with the officers' orders and was arrested for prowling, obstructing, and violation of parole.

▪ *April 27*: an officer responded to a report of a possible copper wire theft. An adult male Woodland parolee sustained severe electrical burns when he attempted to steal copper wire from an electrical box located at Mann Lake LTD on Beamer Street and caused approximately $3,900 in damage. It was discovered that the suspect had been transported to UCD Med Center for his injuries. However, it was not known at that time how he sustained them. Detective Elliott located video surveillance showing the suspect in the area of the attempted theft and, on May 19, he arrested the suspect for felony vandalism and a parole violation.

▪ *April 27*: officers were dispatched to Campos Avenue for a report of a fight with weapons between two males. The weapon was reported to be a cooking pan that one of the men used as a weapon to hit the other man on the head. Dispatch informed the officers that one of the males was on PRCS for a narcotics violation. There was also a restraining order on file listing him as the restrained person and the other male and his mother as the protected persons. Officers contacted the offending male in front of the residence and collected evidence and photographs. Officers then contacted the other male at another location and saw that he was bleeding from the left side of his head. After having medical personnel attend to his injuries and obtaining his statement, officers spoke to his mother and took her statement. The suspect was arrested for assault with a deadly weapon and false imprisonment.

▪ *In April*, two Woodland residents each pleaded guilty to first degree burglary and received a sentence of two years in state prison. This was a home invasion/assault that occurred in 2014 in which a female acquaintance of theirs suffered a broken ankle. This case was initially taken by patrol officers and further investigated by Detective Pelle.

MAY:

▪ *May 3*: officers responded to an area of Cottonwood Street regarding subjects in a physical fight. Officers discovered an armed robbery had occurred. The victim said two suspects robbed him and one had a handgun. The suspect demanded property from the victim at gunpoint. The victim gave the suspect his cell phone and an undisclosed amount of cash. After receiving the items, the suspect struck the victim in the face with the gun causing visible injury. Both suspects fled the scene. Shortly thereafter, two juveniles (15 and 16 years of age) were stopped in the vicinity. The victim was able to positively identify the juveniles as the suspects who robbed him. A loaded .357 revolver was discovered in the backpack of one of the juveniles. The revolver was stolen out of a residence in Woodland. Both juveniles were arrested and booked into juvenile hall on robbery and assault charges.

▪ *May 5*: an officer responded to East Gum Avenue near Barbara Street regarding a vehicle versus pedestrian accident. The officer located an unresponsive adult female lying face down in the roadway. The victim had no pulse and was not breathing, so the officer, with the help of an off-duty firefighter, began administering CPR. Unfortunately, the victim succumbed to her injuries at Woodland Memorial Hospital. The driver of the SUV had not been drinking and had not been violating any vehicle code laws. It should be noted that the pedestrian was wearing dark clothing and crossing the street during hours of darkness. The victim was also deaf, but it is unknown if her deafness was a contributing factor to the collision. The collision was investigated by the Traffic Division.

▪ *May 7*: an officer noticed a suspicious Ford Explorer and pulled behind the vehicle as it traveled southbound on West Street near Monte Vista Avenue. Dispatch advised the officer that the Ford's registered owner, a 29-year-old Woodland resident, had an outstanding arrest warrant. The officer attempted to stop the vehicle, but it sped away. Officers chased the vehicle to County Road 98 at I-80. The Ford traveled eastbound on I-80 until it exited the freeway in West Sacramento. The driver stopped the vehicle on Seabrook Court in West Sacramento, and he and his passenger ran from the vehicle. Two Woodland K9 officers chased the two suspects and were able to catch both and place them into custody. The pursuit covered 33 miles, lasted 24 minutes, and reached speeds of 100 MPH. No one was injured in the pursuit or apprehension. The driver was booked for a misdemeanor warrant, a felony warrant, recklessly evading police in a vehicle, driving while suspended, resisting an officer, and a violation of probation. The passenger was booked for resisting an officer and violation of probation.

▪ *May 11*: Detective Esquibel responded to the area of Donnelly Circle/Yolano Drive to assist patrol officers with a call of several gunshots that had been fired by unknown suspects. Nobody was injured and it is not known at this time whether the shots were fired in the air or at anyone in particular. A YGTF detective also responded to investigate and took over the investigation.

▪ *May 23*: an officer was dispatched to conduct a welfare check on a subject sleeping inside a car in a parking lot on Bronze Star Drive. The officer approached the car and saw a male sleeping in the driver’s seat and a female sleeping in the right front passenger’s seat. The engine was running, the car was parked in the parking stall and partially blocking the roadway. The officer saw, in plain view, a glass methamphetamine pipe in the center console area of the car. The officer knocked on the driver’s side window and woke the driver, who opened the door to talk to the officer. The officer saw a broken methamphetamine glass pipe on the driver’s side floorboard. The female also woke up and spoke with another officer. Both occupants stated they had no identification with them, that they were homeless, and were passing through town. The driver said he drove all night and pulled into the parking lot so they could rest before continuing. The driver said the car belonged to the female passenger and she recently purchased it from a friend. When asked about the meth pipe, the driver said the pipe was loaded with meth and it belonged to him. He admitted to smoking methamphetamine the day before. The officer arrested the driver for possession of the meth pipe. During a search of the vehicle, the officer located a plastic baggie inside the center console containing 1.444g of methamphetamine. He also located a 3.391g crystal rock of methamphetamine inside an open compartment in the dashboard, as well as another larger methamphetamine glass pipe. Searching further, the officer located an electronic scale in between the driver’s seat and the center console. The officer located a purse on the passenger’s side floorboard where the female had been sitting. She consented to a search of the purse for identification. During the search, the officer located a wallet containing a California driver’s license and a Wells Fargo debit card in the name of a female resident of Shingle Springs, CA. When asked about these items, the female said they belonged to her friend who left them in her car. She did not have any contact information for her “friend.” The officer also located a healthcare card and a Capital One MasterCard in the name of a male subject. The female suspect could not explain why she had cards belonging to that person. The female suspect had a second purse in the back seat behind the passenger's seat. She said that purse belonged to her also. During the search for identification, the officer located a Sam's Club card in the name of another female and a Federal Student Aid Program letter/envelope in the name of a female resident of Roseville. The officer had Dispatch try to make contact with each individual to see if anything had been reported stolen by them. Dispatch confirmed they made contact with one of the females, and she reported that she lost (or someone stole) her driver's license and credit cards in Rancho Cordova, CA. Dispatch also stated that one of the other females filed a theft report in March 2015 reporting several credit cards that were stolen. The female suspect was arrested for being in possession of/receiving stolen property and misappropriation of lost property. The vehicle was towed, and both suspects were arrested and booked. Later, staff at the Jail informed the officer of the male suspect's true name, and the officer added the additional charge of giving a false name.

▪ *May 24*: Detective Jameson responded to UCD Med Center to assist patrol officers with a multi-victim stabbing incident. He conducted interviews at the hospital and collected evidence for the case. Patrol officers arrested the suspect for assault with a deadly weapon. Detective Jameson forwarded a supplement to the DA's office requesting an additional charge of mayhem based on one victim's injury. This charge carries up to an additional 8-year term.

JUNE:

▪ *June 2*: officers were dispatched to assist CPS on a possible abuse case. Initially, the father was uncooperative, but officers were finally able to gain his cooperation and complete an investigation. Officers discovered the father had broken the victim's wrist by pounding her hand on the floor. The mother was at the residence and assisted in covering up the incident when seeking medical care for the victim. The suspect and the victim's mother were arrested.

▪ *June 6*: officers were dispatched to an area of West Elliott Street for a battery that was in progress. Officers located the victim in the 100 block of Elliott Street. The victim was a 23-year-old female Woodland resident. She explained that she had been walking on the sidewalk of West Elliott Street west of West Street. A male suspect approached the female victim from behind. He walked past the victim then turned around and faced her. The suspect told the victim to let him use her cell phone. The victim refused to give the suspect her phone. The suspect wrapped his arms around the victim and grabbed the victim's breasts, buttocks, and groin. The victim was able to push the suspect away and call 911 on her cell phone. The suspect ran into the Oakwood Village condominium complex on West Elliott Street. The victim ran away. She was not injured. The suspect was described as a clean-shaven Hispanic male, 18-20 years old, about 5'6" tall weighing about 145 pounds with short brown hair. He was wearing a black baseball cap with a light colored logo on the front, a loose white T-shirt, and tan or gray tight-fitting jeans. The suspect was not located.

▪ *June 7*: officers were dispatched to Woodland Memorial Hospital for a report of a sexual assault that had occurred at a residence. Officers spoke to the victim and later went to the crime scene, gathered evidence and obtained several statements. Detectives were called and took over the investigation. The case remains active pending further investigation

June 8: officers investigated the theft of an iPhone. The victim told officers his phone's GPS was signaling at a nearby park. Officers arrived and located the stolen iPhone and evidence of other crimes. The suspect was arrested and booked for possession of stolen property, misappropriation of lost property, possession of a controlled substance, and possession of drug paraphernalia.

▪ *June 16*: officers responded to a medical aid call on Cottonwood Street south of West Gibson Road. The subject of the medical aid was the victim of a rape. The suspect was an acquaintance of the victim. The victim only knew the suspect's first name. Officers were able to gather enough information to identify who the suspect was and make an arrest.
▪ *June 16*: an officer located a suspicious vehicle near the back of Hotel Woodland. The officer developed probable cause to stop the vehicle, but when he attempted to do so, the vehicle took off and led multiple officers, including a K-9 unit, on a pursuit. At one point during the pursuit, the driver drove through a fence and created a diversion. This allowed the driver to exit the car and flee on foot. A passenger in the vehicle slid into the driver's seat and continued to flee from officers. The pursuit came to a safe end near where it had begun and the female passenger was arrested. Although the initial suspect was not apprehended at the time, an arrest warrant has been requested for his arrest.
▪ *June 18:* patrol officers were dispatched to a call of a foul odor emitting from a vehicle at Woodland Auto Sales. They found a badly decomposed body inside a vehicle on the lot. Detectives and crime scene personnel responded to take over the investigation. It was learned that this vehicle, which is in the rear parking lot and partially obscured from view, is one of several in the lot that transients frequently break into to sleep and possibly conduct illegal activities. The body was removed by the coroner and, through autopsy, identified as a 35-year-old, adult male Woodland transient. The coroner did not locate any obvious signs of trauma during the initial preliminary investigation and, at this time, no foul play is suspected. The investigating detective is waiting on the coroner's official report before proceeding on the case.
▪ *June 19*: officers assisted CHP in a pursuit that terminated when a male suspect crashed his vehicle into a tree on Harley Way. The suspect fled the scene on foot towards Woodland Memorial Hospital and was pursued by several CHP officers. A responding WPD officer set up a perimeter and directed other WPD officers where to set up. A K-9 unit responded and started a search of the area. The K-9 located the suspect, and he was taken into custody without incident. The vehicle was stolen out of Vacaville, and the owner was unaware at the time that his vehicle had been taken by the suspect.
This past March, there were numerous police reports with victims advising they received calls on their cell phone stating that a family member was being held for ransom, known as "virtual kidnapping." Detective Elliott was assigned this investigation and wrote a search warrant in hopes of identifying the suspect(s). After a three-month investigation, he was able to determine that at least one of the suspect callers was using a phone line issued in Mexico. Many of the other phone calls made by the suspect(s) utilized a phone number spoofing service so they were untraceable. None of the kidnapping for ransom calls was true and, since the suspect(s) do not reside in the U.S., the investigation cannot proceed. An FBI Agent advised Detective Elliott that their agency is overwhelmed with similar calls at times, and they would not be able to provide assistance at this time.
▪ *In June:* Detective Esquibel responded to three separate calls of sexual assaults. One case involved a female juvenile who met a suspect online while residing in Riverbank, California with her mother. She reportedly left with the suspect who then forced her into prostitution for over a three-week period in various California cities, none of which was in Yolo County, as well as another state. She was taken to WMH by her father, who resides in Woodland, to report the incident. It was then that WPD was notified. This case was forwarded to Riverbank Police Department for investigation. The other two sexual assault cases involved victims who were acquaintances of their alleged attackers and these two cases are still under investigation.

A total of 272 transients were arrested for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

POP Projects:
There were three new POP Projects opened during the quarter, and there are still seven open.

Special Enforcement Team (S.E.T.):
S.E.T. had the following activity for the 2nd quarter of 2015:

Activity	Apr.	May	June	Quarter Total
# PRCS subjects contacted	10	21	23	54
# Probationers not on PRCS contacted	7	11	23	41
# Parolees not on PRCS contacted	1	3	3	7
# Home searches conducted	19	26	40	85
# Vehicle searches conducted	1	1	3	5
# Felony arrests	5	14	9	28
# Misdemeanor arrests	0	3	2	5

School Resource Officers (SRO):
The SROs had the following activity for the 2nd quarter of 2015:

Activity	Apr.	May	June	Qtr. Total
Consensual contacts	606	649		1255
Fighting	12	10		22
Alcohol violations	0	1		1
Gang activity	4	24	**Schools**	28
Narcotics	1	6	**are**	7
Truancy	6	9	**out**	15
Tobacco use	2	0	**for**	2
Vandalism	0	2	**summer**	2
Theft	2	0	**break**	2
Weapons	0	0		0
Misdemeanor crimes	0	0		0
Felony crimes	0	0		0
Administrative/Home visits	8	21		29
Arrests	8	7		15
Citations issued	0	0		0

Statistical Report:

CRIME

Category	Apr.	May	June	Calendar Year 2015 Reported to CA DOJ	Calendar Year 2015 Percent change
Homicide	0	0	0	0	-100%
Rape	0	1	3	9	80%
Robbery	4	7	2	26	13%
Aggravated Assaults	13	13	13	92	-22%
Simple Assaults	51	44	44	250	58%
Burglary	21	22	16	134	-40%
Larceny/Thefts	101	92	84	617	14%
Auto Theft	28	33	7	118	6%
Arson	2	2	0	9	-53%
TOTAL	**220**	**214**	**169**	**1255**	

WORKLOAD

Calls for Service	**Apr.**	**May**	**June**	**TOTAL**
Priority 1	113	133	120	**366**
Priority 2	2134	2112	2086	**6332**
Priority 3	166	163	126	**455**
All other calls for service	3888	3713	3851	**11452**
TOTAL	**6301**	**6121**	**6183**	**18605**
Response Times				
Priority 1	8:04	7:29	6:34	
Priority 2	11:14	11:42	11:57	
Priority 3	28:06	22:28	27:49	
Reports				
Online Reports/Coplogics	34	39	26	**99**
Mail-in Reports (MLRs)	92	72	94	**258**
Other case numbers issued	526	522	472	**1520**
TOTAL	**652**	**633**	**592**	**1877**
Graffiti	**47**	**59**	**42**	**148**
290 Registrant Activity	**Apr.**	**May**	**June**	
Total registrants	120	120	123	
Other Information				
Total transient registrants	13	15	15	
290 PC violation warrants issued	0	0	0	
Not compliant w/annual update	0	0	0	

Personnel		
Apr.-June	Budgeted	Filled
Sworn	61	60
Non-sworn (FTE)	15	14
Non-sworn (PT/Temp.)	2	2
Total	**78**	**76**

Volunteers in Policing (ViP):

The Department's ViP program welcomed 11 new volunteers, and we currently have 7 in background. Total hours worked for the quarter:

ViP Hours	Apr.	May	June	Total
Chaplains	14	44.5	21.5	80
Volunteers	355.25	274.5	390.5	1020.25

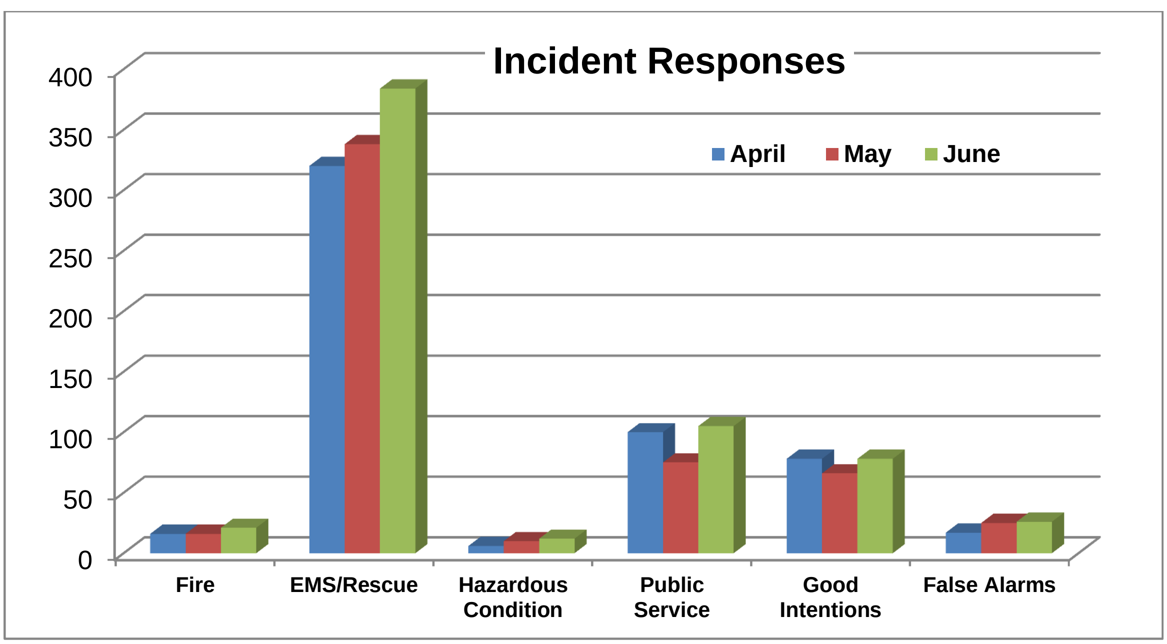
The chaplains' activities included providing WPD personnel with an appreciation barbecue during National Police week; call-outs for home deaths, death notifications, assistance with suicide calls, officiating funeral services, serving at Peace Officers Memorial events, swearing-in ceremony for a new firefighter, and assisting with the Volunteer Appreciation barbecue.

The volunteers' activities included assistance with DUI checkpoints; graffiti abatement; administrative work in several divisions (Detectives, Crime Analysis, Records, Property & Evidence); tagging abandoned vehicles; ViP background investigations; courier service to other city, and county, agencies; assistance with predictive policing; providing extra patrol; and washing and stocking patrol cars.

FIRE:

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

	April	May	June
Total Incident Responses			
Fire	16	16	21
EMS/Rescue	320	338	384
Hazardous Condition	6	10	12
Public Service	100	75	105
Good Intentions	78	66	78
False Alarms	17	25	26
TOTAL	**537**	**530**	**626**
Mutual/Auto-Aid	14	13	12
Concurrent Incidents	204	189	232
Fire Prevention			
Engine Company Inspections	40	53	19
Inspections	114	123	122
Plan Reviews	19	18	22
TOTAL	**173**	**194**	**163**
Code Enforcement Hours	2.5	2.0	14.0
Fire Investigation Hours	1	1	0
Public Education Events			
Fire Prevention	0	6	0
Engine Company	2	3	0
TOTAL	**2**	**9**	**0**



Concurrent Incidents:

These are incidents that come in simultaneously where apparatus and companies (a crew consisting of a Fire Captain, Engineer, and Firefighter) are either all committed to the same incident, or committed to separate incidents at the same time called **concurrent incidents.** The breakdown of concurrent incidents is shown below:

# of Companies committed simultaneously	April	May	June
2 companies	93	107	112
3 companies	79	65	81
4 companies	25	13	36
5 companies	5	4	3
6+ companies	2	0	0
TOTAL	**204**	**189**	**232**
% of Total Incident Responses	**37.99%**	**35.66%**	**37.06%**

Response Time Average for initial fire engine on-scene (in minutes)

Call Type	April	May	June
Fire	5:09	5:18	5:42
EMS	4:20	4:07	3:59

Automatic or Mutual Aid:

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	April	May	June
Aid Received	5	3	2
Aid Given	9	10	10
TOTAL	**14**	**13**	**12**

Significant Calls:
April 4: occupied home catches fire on Beamer Street. Firefighters were dispatched to a reported structure fire at 8 Beamer Street. Crews found a single story residence with heavy smoke showing from the rear of the structure, and smoke showing from the roof vents and gable vents. E-1 began extinguishing the fire and was notified that a resident had gone back inside the structure to retrieve a pet. E-1 captain entered the structure and was able to remove the resident who was assessed for smoke inhalation and cleared at the scene. E-3 assisted with checking the attic for extension, and for extinguishment of some smoldering areas in the attack directly above the exterior fire start. T-3 was sent to the roof for ventilation. On completion of extinguishment, E-2 and E-3 began overhauling the area of origin, careful not to disturb the seat for the investigators. E-1 engineer, with the assistance of T-3, began investigating the cause and origin.

E-1 captain and firefighter returned to the master bedroom and retrieved the pet, which was alive and well. Upon completion of the fire investigation and overhaul, all apparatus went back into service and returned to quarters. This was declared a working incident with fire being fought in the attic space of the home. Willow Oak and Davis Fire Departments provided mutual aid coverage. Command requested Red Cross for the family and a Board-Up contractor to secure the structure once units cleared the scene. The fire was discovered by a passerby who alerted the occupants and another called 911.

May 3: occupants awaken to fire at Community Lane Apartments. Firefighters responded to a reported structure fire at 435 Community Lane, #18. Crews found a two-story, 8-unit apartment building with a fully involved second story unit. E-1 made an aggressive interior attack while E-2 and E-3 cleared the surrounding units and T-3 provided roof ventilation. Once the fire was under control, E-1 and E-2 checked and cleared the attic and surrounding units for extension. E-1, E-2 and T-3 completed extensive overhaul of the apartment while E-3 investigated the cause and origin. The main fire damage was found in the kitchen and living room and the cause was determined to be food left cooking on the stove. The unit below had water damage and the unit next door had some smoke damage from the fire. The occupants of the apartment were home and in bed at the time of the fire but were able to exit without injury. One occupant stated she awoke to find smoke down to the floor. The fire caused extensive damage to the kitchen and living room areas. Units completed overhaul and investigation of the cause and origin. Willow Oak and Davis Fire Departments provided mutual aid coverage. The property loss is estimated to be $85,000 and content loss of $20,000. The estimated property value was $1,500,000.

Highlights:

April	• Strike Team Leaders attended refresher training for the upcoming fire season. • All companies attended EMS refresher training on skills such as CPR, AED, King Tube, and CPAP.
May	• All companies attended Fire Prevention training hosted by the Fire Marshal and Fire Prevention Specialists. • All companies attended EMS training on the Recognition and Treatment of Emerging Drugs of Abuse
June	• All companies attended EMS training provided by YEMSA on new and updated policies. • Companies participated in live-fire wildland training burns in Sacramento with agencies from Yolo and Sacramento counties.

File #: 16-048, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Receive and File Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2014 program year and receive a summary update on the 2015 program year.

Staff Contact

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

Fiscal Impact

For 2014, the City collected registration fees of $9,660 from the five mobile home parks located in Woodland and incurred $8,911 in estimated expenses for the operation of the MHFPC. The running balance of fees collected minus expenses incurred remains positive at $21,679. This program has a neutral impact on the General Fund. Revenues generated are budgeted to cover the City's consultant costs incurred for administering the program.

Background

The City Council approved the Manufactured Home Space Rent Control Ordinance (Chapter 16B of the Woodland City Code) in 2001 and the ordinance went into effect the following year. The purpose of the ordinance is to protect the owners and residents of manufactured homes from unreasonable space rental increases while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property. The ordinance also established a commission, the Manufactured Home Fair Practices Commission, to review all proposed rent increases for mobile home spaces subject to the rent control provisions of the ordinance.

Discussion

For program year 2014, there were a total of 630 manufactured home spaces in the City, of which 341 spaces are subject to the registration and rent ceiling provisions of the of the City's Manufactured Home Space Rent Control Ordinance.

Summary of Actions Taken by the Manufactured Home Fair Practices Commission for Program Year

2014:

Bell's Trailer Village (40 spaces in park, 40 regulated spaces) - Approved a permissive adjustment increase to the space rent ceiling of 0.97%.

Casa del Sol (157 spaces in park, 18 regulated spaces) - No action taken. Casa del Sol did not file a park registration. Previously, Casa del Sol claimed exemption from the rental control ordinance. The exemption status of Casa del Sol is pending.

Leisureville (150 spaces in park, 0 regulated spaces) - No action taken as Leisureville is exempt from the rent control ordinance by not having the minimum number (2) of rental spaces.

Idle Wheel Estates (153 spaces in park, 152 regulated spaces) - Approved a permissive adjustment increase to the space rental ceiling of 0.97%.

Royal Palm Estates (131 spaces in park, 131 regulated spaces) - Approved a permissive adjustment increase to the space rental ceiling of 0.97%.

For program year 2015, the Commission met on June 10, 2015 and approved permissive adjustment increases to the space rental ceiling of 0.68% for Bell's Trailer Village and Idle Wheel Estates. The annual report and meeting minutes have not been prepared at this time.

The owner of Royal Palm Estates did not file an annual permissive adjustment application; however, the owner submitted a net operating income annual adjustment application. The application is under review by the City's consultant to the Manufactured Home Fair Practices Commission and will be scheduled for a hearing and consideration before the Commission once Commission staff has deemed the application complete. Residents of Royal Palm Estates will be noticed of the hearing once it has been scheduled.

<u>Conclusion</u>

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2014 program year and receive a summary update on the 2015 program year.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio

Paul Navazio, City Manager

Attachments:

1. Manufactured Home Fair Practices Commission Annual Report and Meeting Minutes for Program Year

2014

2. Annual Adjustment Approvals for Program Year 2015

City of Woodland

ANNUAL REPORT 2014
MANUFACTURED HOME FAIR PRACTICES COMMISSION

AUTHORITY

The City of Woodland's mobile home rent control ordinance specifies that the Manufactured Home Fair Practices Commission (MHFPC) renders "at lease semiannually a comprehensive written report to the city council concerning the commission's activities, holdings, actions results of hearings and all other matters pertinent to this chapter..." (§16.B4(m)(6).) The City Council is provided copies of minutes of MHFPC meetings during the year, but this document represents a more formal reporting of the Commission's activities for the 2014 program year.

The City's ordinance also specifies: "The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter." (§16.B6(e).)

FINANCIAL STATUS

For program years 2002 through 2005, park owners were required to pay an annual registration fee of $137 per-space. Starting in program year 2006, the Commission recommended and the City Council approved a lower registration fee of $30 per space. The $30 per-space fee continues to remain in effect until changed by the City Council upon the recommendation of the Commission. In program year 2014, revenue from fees collected exceeded the expenses of the Commission.

Since the Commission's inception in 2001, the running balance of fees collected minus expenses incurred remains positive at $21,679. The following table summarizes the Commission revenue and expenses:

Program Year	Fees Collected	Expenses Incurred	Surplus (Deficit)
2002	$30,550	$102,292	($71,742)
2003	$44,807	$27,186	$17,621
2004	$44,388	$13,300	$31,088

Program Year	Fees Collected	Expenses Incurred	Surplus (Deficit)
2005	$44,251	$10,735	$33,516
2006	$10,248	$11,157	($909)
2007	$10,375	$12,128	($1,753)
2008	$10,230	$ 7,917	$ 2,313
2009	$10,230	$ 7,483	$ 2,747
2010	$10,230	$ 6,370	$ 3,860
2011	$10,200	$ 9,894	$ 306
2012	$ 9,660	$ 8,150	$ 1,510
2013	$ 9,660	$ 7,317	$ 2,343
2014	$ 9,690	$ 8,911	$ 779
TOTAL	**$254,519**	**$232,840**	**$ 21,679**

MHFPC COMMISSIONERS AND STAFF

In 2014, the MHFPC Commissioners were:

Name	Term Expires
Bill Marcus, Chairperson	12/31/2014
VACANCY, Member	12/31/2016
Tom Bills, Member	12/31/2014
Robert Noren, Member	12/31/2014
VACANCY, Member	12/31/2016
Alan Gering, Alternate Member	12/31/2013
VACANCY, Alternate Member	12/31/2015

Commission Members Bill Marcus, Tom Bills, and Robert Noren are serving 3-year terms ending 12/31/2014. Two additional Member seats, with 3-year terms ending 12/31/2016, are currently vacant. Alternate Member Alan Gering's 2-year term ended 12/31/2013. However, pursuant to the MHFPC Ordinance, Mr. Gering continues to serve until his replacement is appointed and takes office. There is also a current vacancy in the second Alternate Member seat, with a term ending 12/31/2015. All vacancies remain open.

Andrew P. Pugno continues to serve as the Commission's Attorney, and temporarily provides staff support to the Commission, until the Community Development Department assigns a permanent City staff member to support the Commission.

2014 STATISTICS

In 2014, there were a total of 631 manufactured home spaces in the City of Woodland, of which 341 spaces are subject to the registration and rent ceiling provisions of the City of Woodland's Manufactured Home Space Rent Control ordinance.

Mobile Home Park	Spaces in Park	Regulated Spaces
Bells	40	40
Casa del Sol	157	18
Leisureville	150	0
Idle Wheel	153	152
Royal Palm	131	131
TOTAL	**631**	**341**

2014 ACTIVITY BY PARK:

Bells Trailer Village:

- All 40 spaces at Bells Trailer Village were registered with the Commission.
- Registration fees of $1200 were paid to the City in 2014.
- All regulated space rents as of December 31, 2013 appeared to be within the 1.50% increase in the space rent ceiling previously approved by the Commission in 2013.
- Bells completed their annual re-registration process on time and requested a permissive adjustment in 2014.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 0.97% in 2014.

Idle Wheel:

- Idle Wheel reported 153 total spaces, and registered 152 spaces. Space #263 was claimed as exempt from the space rent ceiling under a long-term rental agreement, pursuant to state law.
- Registration fees of $4560 were paid.
  All regulated space rents as of December 31, 2013 appeared to be within the 1.50% increase in the space rent ceiling previously approved by the Commission in 2013, including Space #111, which is now again subject to the space rent ceiling.
- Idle Wheel completed their annual re-registration process on time and requested a permissive adjustment in 2014.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 0.97% in 2014.

Royal Palm:

- This year, Royal Palms registered 131 spaces and paid the $3930 registration fee, the same as the prior year.
- All regulated space rents as of December 31, 2013 appeared to be within the 1.50% increase in the space rent ceiling previously approved by the Commission in 2013.
- Royal Palm completed their annual re-registration process on time and requested a permissive adjustment in 2014.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 0.97% in 2014.

Leisureville:

- There are 150 spaces at Leisureville. Management claims there are no space renters, and that all residents have an ownership interest in the park. Because Leisureville did not have at least 2 spaces rented or held out for rent, Leisureville is exempt from the Ordinance, and no action was taken by the Commission.

Casa Del Sol:

- Prior to the rehabilitation of the park, management at CHOC has previously reported a total of 156 spaces, but registered only those 18 spaces determined by the Commission in prior program years to be held out for median-income households and, therefore, subject to the rent control ordinance.
- The remaining 138 spaces in the park were historically claimed to be subject to recorded affordable housing covenants which restrict tenants to very-low or low income levels and, as such, have been recognized as exempt from rent control.
- In 2011, the Commission found that space rents for the 18 registered spaces were generally not within the adjusted space rent ceiling, i.e., the space rents reported in the 2010 Annual Registration plus the 1.45% increase to the space rent ceiling granted in 2011. Park management for CHOC examined the registration figures more closely, and determined that rents had been increased beyond the space rent ceiling in error. Management said they would correct the error and issue refunds.
- In 2012, CHOC asserted that the remaining 18 spaces are now exempt pursuant to new, complex regulatory agreements entered by management in 2009 and 2011 to restrict tenancies and limit rents to affordable levels. Whether or not those agreements exempt the park from space rent control is, however, was unclear.
- In 2013, the Commission received no park registration filing from CHOC/Casa del Sol.
- This year, Casa del Sol submitted an annual registration showing that the 18 park spaces which had historically been subject to the registration and rent ceiling requirements of the Ordinance are now claimed to be exempt under Cal. Civil Code section 798.17, a state law preempting local rent control for spaces under specified long-term leases (greater than one year). All but 1 of the 18 spaces was claimed to be subject to qualifying leases.
- Staff was requested to inquire with the park owner to determine whether the claimed exempt leases comply with all of the requirements of state law in order to be exempt. Commission is also going to examine whether it must continue to regulate the space rent ceilings for those spaces, in the event one or more of them become no longer subject to long-term leases.
- While the exemption status of the park is pending, no registration fees were paid by CHOC in 2014.

Commission Meetings for Program Year 2014

For Program Year 2014, the Manufactured Home Fair Practices Commission held one meeting, June 24, 2014.

Net Operating Income or Special Adjustment Requests.

There were no Special Adjustment/Fair Return Hearing requests submitted in 2014 by any of the manufactured home park owners.

Respectfully Submitted,

Andrew P. Pugno
MHFPC Attorney

Dated: June 10, 2015

City of Woodland

MINUTES
Manufactured Home Fair Practices Commission

MEETING DATE: June 24, 2014

CALL TO ORDER: Chairperson Bill Marcus called the meeting to order at 6:30 p.m., June 24, 2014, in the City Manager's Conference Room, Second Floor of City Hall.

ROLL CALL:

The following MHFPC Commissioners and staff were in attendance/absent:

Present:	Bill Marcus, Chairperson Robert Noren, Member Alan Gering, Alternate Member Andrew Pugno, MHFPC Attorney
Absent:	Tom Bills, Member

APPROVAL OF MINUTES: The minutes of the Commission meeting of May 30, 2013 were approved as drafted on motion by Commissioner Noren and second by Commissioner Gering. (3-0, YES: Marcus, Gering, Noren).

COMMUNICATIONS

- **PUBLIC COMMENT:**
  - There was no public comment

- **CORRESPONDENCE:**

    - The Commission was provided copies of correspondence notifying three manufactured home parks of approval of an annual permissive adjustment increase to the space rent ceiling of 1.50% in 2013.

- **COMMISSIONER/STAFF STATEMENTS AND REQUESTS:**

    - None

REGULAR AGENDA:

A. Introduction of new and returning MHFPC Members and Alternates

It was reviewed that Commission Members Bill Marcus, Tom Bills, and Robert Noren are serving 3-year terms ending 12/31/2014. Two additional Member seats, with 3-year terms ending 12/31/2016, are currently vacant. Alternate Member Alan Gering's 2-year term ended 12/31/2013. However, pursuant to the MHFPC Ordinance, Mr. Gering continues to serve until his replacement is appointed and takes office. There is also a current vacancy in the second Alternate Member seat, with a term ending 12/31/2015. All vacancies remain open. Due to a City staff shortage, Attorney Andrew Pugno's office continues to serve as interim commission staff in addition to the role of Legal Counsel.

5 Regular Members (3 year terms):

Name	Nominating Council seat:	Term Expires
Bill Marcus	Sean Denny	12/2014
VACANCY	Tom Stallard	12/2016
Tom Bills	William L. Marble	12/2014
Robert Noren	Marlin H. "Skip" Davies	12/2014
VACANCY	Jim Hilliard	12/2016

2 Alternate Members (2 year terms)

Name	Nominated By:	Term Expires
Alan Gering	Mayor	12/2013
VACANCY	Mayor	12/2015

B. Review and Approve: Annual Commission Report to City Council for 2013

A draft of the *Annual Commission Report to City Council for 2013* was circulated and reviewed. The Annual Report serves to provide the City Council with "a comprehensive written report … concerning the commission's activities, holdings, actions results of hearings and all other matters pertinent to this chapter…" To a large extent, the City Council's receipt of the MHFPC minutes fulfills this requirement of the Ordinance, but this document represents a more formal reporting of the Commission's activities in program year 2013. Discussion was had.

On motion of Chairperson Marcus, seconded by Commissioner Noren, the draft report was approved for transmission to the City Council. (3-0, YES: Marcus, Gering, Noren).

C. Review and Approve Annual Park Registrations/Exemption Claims for:

a. Bells Trailer Village

Last year, Bells had registered 40 spaces, all reported as month-to-month tenancies. In 2013, Bells was granted a 1.50% increase to the space rent ceiling.

This year, Bells again registered 40 spaces, all month-to-month tenancies. Staff stated that reported rent levels for all spaces appeared to be within the adjusted space rent ceiling. The park owner paid $1200 in registration fees.

b. Leisureville

There are 150 spaces at Leisureville. Management from Leisureville sent the Commission correspondence dated November 13, 2013 indicating that there are no space renters at the park, and that all residents have an ownership interest in the park. As it appeared that Leisureville is exempt from the Ordinance, no action was taken by the Commission.

c. Idle Wheel Estates

Last year, Idle Wheel reported 153 spaces, and registered 151 spaces. The Commission increased the space rent ceiling by 1.50% in 2013.

This year, Idle Wheel reported 153 spaces, and registered 152 spaces. Space #263 is claimed as exempt from the space rent ceiling under a long-term rental agreement, pursuant to state law.

The park owner paid $4560 in registration fees. Staff stated that reported rent levels for all 152 spaces appeared to be within the adjusted space rent ceiling, including Space #111, which is now again subject to the space rent ceiling.

d. Royal Palms Estates

Last year, Royal Palms reported and registered 131 spaces. The Commission increased the space rent ceiling by 1.50% in 2013.

This year, Royal Palms again reported and registered 131 spaces. The park owner paid $3930 in registration fees. Staff stated that reported space rent levels appeared to be within the adjusted space rent ceiling.

Chairperson Marcus noted that the percentage of ownership interests in both Idle Wheel Estates and Royal Palms Estates does not total 100% on the annual registration forms. Staff was requested to inquire for clarification on the ownership interests in the parks.

e. CHOC/Casa del Sol

This year, Casa del Sol submitted an annual registration showing that the 18 park spaces which had historically been subject to the registration and rent ceiling requirements of the Ordinance are now claimed to be exempt under Cal. Civil Code section 798.17, a state law preempting local rent control for spaces under specified long-term leases (greater than one year). All but 1 of the 18 spaces was claimed to be subject to qualifying leases.

Staff was requested to inquire with the park owner to determine whether the claimed exempt leases comply with all of the requirements of state law in order to be exempt. Staff was also asked to determine whether the Commission must continue to regulate the space rent ceilings for those spaces, in the event one or more of them become no longer subject to long-term leases.

f. Commission Action

On motion of Chairman Marcus, seconded by Commissioner Noren, the Commission approved the annual registration filings for Bells Trailer Village (40 spaces), Idle Wheel Estates (152 spaces), Royal Palms Estates (131 spaces), and Leisureville (0 spaces). (3-0, YES: Marcus, Gering, Noren).

D. Review Manufactured Home Park Annual Inspection Reports

Prior to considering applications for annual permissive adjustments, park owners are required to pass park inspections conducted by the City. This year the inspections were conducted April 21, 2014, by Paul Siegel, Chief Building Official. All ten (10) categories of items were inspected in Bell's Trailer Village, Casa del Sol, Idle Wheel Estates, and Royal Palm Estates.

E. Review CPI Data and Available Annual Permissive Adjustments

Staff provided the Commission with data showing the Consumer Price Index for All Urban Consumers in the West Urban Area, including all items and not seasonally adjusted, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, with the base period of 1982-84 = 100. The data revealed that the 12 month period ending February, adjusted by the 75% multiplier would produce a 0.97% permissive adjustment for all applications filed by March 1, 2014. (1.2869% increase in CPI x 75% = 0.97% increase to rent ceiling.)

F. Approve Annual Permissive Adjustments to Space Rent Ceilings for:

The Commission discussed the three (3) applications received for Annual Permissive Adjustments to the Space Rent Ceilings.

The Commission approved a **0.97%** increase to the space rent ceiling at Bells Trailer Village, Idle Wheel Estates, and Royal Palms Estates, on motion of Chairperson Marcus, seconded by Commissioner Gering. (3-0, YES: Marcus, Gering, Noren).

G. Set next meeting

Chairperson Bill Marcus announced that the next meeting of the Commission will be at a date and time to be announced.

ADJOURNMENT. The MHFPC adjourned at 7:45 p.m.

Andrew P. Pugno

Andrew P. Pugno
MHFPC Attorney

LAW OFFICES OF ANDREW P. PUGNO

andrew@pugnolaw.com

June 29, 2015

E. Mahlon Whittle
Whittle & Associates Property Mgmt., Inc.
409 Lincoln Avenue
Woodland CA 95695

Re: Notice of Approved Annual Permissive Adjustment
Bell's Trailer Village

Dear Mr. Whittle:

The undersigned serves as staff counsel for the City of Woodland Manufactured Home Fair Practices Commission. The Commission approved an Annual Permissive Adjustment of the space rent ceiling for Bells Trailer Village on June 10, 2015.

Effective June 10, 2015, the space rent *ceiling* for Bells Trailer Village (which was last adjusted on June 24, 2014) is increased by **0.68%**. (See Woodland City Code, §16B.8(c)(3).) The 0.68% year-to-year adjustment represents a cumulative adjustment of **44.31%** above the space rent in effect on January 1, 1996.

The park may not increase its gross space rental income in excess of its adjusted space rent ceiling. The gross amount of any adjustment must be distributed to each individual space in the park based upon the same percentage increase in the gross space rents of all spaces in the park subject to the space rent ceiling. Thus, individual space rents may increase by the same percentage increase as the increase allowed for the gross space rents in the park. (See Woodland City Code, §16B.9(f).)

Subject to state law requirements of minimum notice to park residents and any other applicable law, actual rent increases charged to residents under the adjusted space rent ceiling may go into effect July 1, 2015.

If you have any questions, please contact me at (916) 608-3065.

Very truly yours,
LAW OFFICES OF ANDREW P. PUGNO

Andrew P. Pugno

Andrew P. Pugno
Attorney at Law

cc: Ana Gonzalez, Woodland City Clerk

Tel (916) 608-3065
Fax (916) 608-3066
www.pugnolaw.com

8261 Greenback Lane
Suite 200
Fair Oaks, CA 95628

LAW OFFICES OF ANDREW P. PUGNO

andrew@pugnolaw.com

June 29, 2015

Waterhouse Management Corp.
Attn: Shari Jennings
500 Giuseppe Court, Suite 2
Roseville, CA 95678-6305

Re: Notice of Approved Annual Permissive Adjustment
Idle Wheel Estates

Dear Ms. Jennings:

The undersigned serves as staff counsel for the City of Woodland Manufactured Home Fair Practices Commission. The Commission approved an Annual Permissive Adjustment of the space rent ceiling for Idle Wheel Estates on June 10, 2015.

Effective June 10, 2015, the space rent *ceiling* for Idle Wheel Estates (which was last adjusted on June 24, 2014) is increased by **0.68%**. (See Woodland City Code, §16B.8(c)(3).) The 0.68% year-to-year adjustment represents a cumulative adjustment of **41.42%** above the space rent in effect on January 1, 1996.

Each park may not increase its gross space rental income in excess of its adjusted space rent ceiling. The gross amount of any adjustment must be distributed to each individual space in the park based upon the same percentage increase in the gross space rents of all spaces in the park subject to the space rent ceiling. Thus, individual space rents may increase by the same percentage increase as the increase allowed for the gross space rents in the park. (See Woodland City Code, §16B.9(f).)

Subject to state law requirements of minimum notice to park residents and any other applicable law, actual rent increases charged to residents under the adjusted space rent ceiling may go into effect July 1, 2015.

If you have any questions, please contact me at (916) 608-3065.

Very truly yours,
LAW OFFICES OF ANDREW P. PUGNO

Andrew P. Pugno

Andrew P. Pugno
Attorney at Law

cc: Ana Gonzalez, Woodland City Clerk

Tel (916) 608-3065
Fax (916) 608-3066
www.pugnolaw.com

8261 Greenback Lane
Suite 200
Fair Oaks, CA 95628

Legislation Text

5.

File #: 16-020, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Final Acceptance and Notice of Completion for Community Senior Center Generator Project, CIP 13-07

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Community Senior Center Generator Project, CIP 13-07 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact

Clara Olmedo, Associate Engineer - (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact

This project was funded by $175,000 of the General Fund as authorized in the FY 13/14 Capital Budget and $45,000 in additional funding from facility fund appropriations. This resulted in a total project budget of $220,000. Of that total, $167,780 was construction and the remainder was the costs of design, construction management and inspection.

Background

The Community and Senior Center building was originally designed and constructed with provisions for an emergency generator, and was also originally planned for use as an emergency operations center. The proposed emergency generator would provide crucial backup power for everyday intended use, as well as vital power should it be used as an emergency evacuation or operations center.

The contractor began installation of the generator in October 2014 and completed work in April 2015.

The project cost breakdown is as follows:

Design/Project Management	$22,714.10
Construction	$167,780.00
Change Orders	($3,326.00)
Total Construction	164,454.00
Construction Mgmt/Inspection	$8,619.46

Total Project Costs	$195,787.56
Total Project Budget	$220,000

Conclusion

Staff recommends City Council approve Resolution No. _____, accepting the Community Senior Center Generator Project, CIP 13-07 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Clara Olmedo, Associate Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR THE COMMUNITY SENIOR CENTER GENERATOR PROJECT

WHEREAS, the City of Woodland funded the project in the amount of $220,000 General Funds and Facility Funds allocated in the Capital Budget for the project, referred to as the Community Senior Center Generator Project, CIP 13-07 (the "Project"); and

WHEREAS, the City Council approved plans and specifications and authorize bid advertisement in June 17, 2014; and

WHEREAS, the City Council awarded the construction contract in the amount totaling $167,870 to Cabar Electric for the Community Senior Center Generator Project in September 2, 2014; and

WHEREAS, the construction of the Project began October 2014 and was completed April 2015; and

WHEREAS, the Yolo-Solano Air Quality Management District has completed initial start-up inspection and has issued a Permit to Operate.

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

<u>Section 1</u>. The City Council hereby accepts the Community Senior Center Generator Project, CIP 13-07 as complete.

<u>Section 2</u>. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Community Senior Center Generator Project, CIP 13-07.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

File #: 16-044, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Final Acceptance and Notice of Completion for the Safe Routes to School Improvement Project, CIP 13-06

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Safe Routes to School Improvement Project, CIP 13-06 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact

Katie Wurzel, Principal Civil Engineer - (530) 661-5954, katie.wurzel@cityofwoodland.org

Fiscal Impact

This project was in the FY 13/14 Capital Budget for a total of $780,000, consisting of $450,000 State Safe Routes to School funding and $330,000 Road Development funding. Of the total project budget, $657,835.00 was construction and the remainder was the costs of design, construction management and inspection.

Background

The Safe Routes to School project installed driver speed feedback signs, striping and signing improvements, intersection improvements, crossing improvements and the traffic signal at the intersection of Gum Avenue and Matmor Road. These improvements were intended to raise awareness of drivers and raise visibility of children in and near school areas.

Construction began July 2013 and work was substantially completed January 2014. However, due to intermittent issues with the traffic signal at Gum/Matmor, the project was not deemed complete and ready for acceptance until June 2015.

The project cost breakdown is as follows:

Design/Project Management	$59,498.61
Construction	$587,841.87
Change Orders	$69,994.03
Total Construction	657,835.90
Construction Mgmt/Inspection	$55,607.65

Total Project Costs	$772,942.16
Total Project Budget	$780,000

Conclusion

Staff recommends that the City Council approve Resolution No. _____, accepting the Safe Routes to School Improvement Project, CIP 13-06 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Katie Wurzel, Principal Civil Engineer

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

Paul Navazio, City Manager

Attachment: Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENT PROJECT

WHEREAS, the City of Woodland funded the project in the amount of $780,000 in the Capital Budget for the project, referred to as the Safe Routes to School Improvement Project, CIP 13-06 (the "Project"); and

WHEREAS, the City Council approved plans and specifications and authorize bid advertisement in May 7, 2013; and

WHEREAS, the City Council awarded the construction contract in the amount totaling $587,841.87 to Cal Electro, Inc. for the Project June 4, 2013; and

WHEREAS, the construction of the Project began July 2013 and was completed June 2015.

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

Section 1. The City Council hereby accepts the Safe Routes to School Project, CIP 13-06 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Safe Routes to School Project, CIP 13-06.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Legislation Text

7.

File #: 16-050, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Final Acceptance and Notice of Completion for Water Transmission Main East, CIP #11-14 & Sports Park / Community Center Frontage, CIP #11-15

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Water Transmission Main East, CIP #11-14 & Sports Park / Community Center Frontage, CIP #11-15 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact

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

Fiscal Impact

The final construction cost for these projects (CIP #11-14 and #11-15) was $4,418,206.96. The total project budget as authorized in the Capital Budget is $6,282,927 for Water Transmission Main East (CIP #11-14) and $261,444 for the Sports Park / Community Center Frontage (CIP #11-15). The full amount CIP #11-15 has been expended and the City came in under budget for CIP #11-14. Other items that make up the total project budgets represents the amount allocated for design, land acquisition, construction contingency, and construction management/inspection.

The Water Transmission Main East Project (CIP #11-14) is funded as part of the financing plan for the local facilities component of the Surface Water Project, funded through State Revolving Funds. The underlying fund source for this project is Water Enterprise funding. The Sports Park / Community Center Frontage (CIP #11-15) is funded from a mix of development fees ($20,000 in SLIF Parks funding, $220,444 in Quimby funding, and $31,000 in parks development funding).

There was no impact to the General Fund.

Background

The landscaping and multi-use path on the south side of Sports Park Drive (CIP #11-15) was originally scheduled to be constructed in 2011 by Standard Pacific Homes with the development of the Parkside (Huntington Square) subdivision. However as portions of the Water Transmission Main East project (CIP #11-14) was identified to be located under the landscaping and multi-use path and as the Water Transmission Main East project was scheduled to be constructed after 2011, City staff decided to delay the construction of the landscaping and multi-use path and to bid the construction of both projects at the same time.

Discussion

The projects were advertised for bids on May 2, 2014 and on June 17, 2014, the City Council adopted Resolution No. 6240 which awarded the projects to T&S Construction Co., Inc. On July 9, 2014, the City executed a construction contract with T&S Construction Co., Inc. and provided them with the Notice to Proceed on August 19, 2014. Construction was substantially completed and ready for acceptance on July 1, 2015.

The project cost breakdown is as follows:

Design/Project Management	$638,755
ROW & Land Acquisition	$169,250
Construction	$4,310,776
Change Orders	$107,431
Total Construction	$4,418,207
Construction Management/Inspection	$520,515
Total Project Costs	$5,746,727
Total Project Budget	$6,282,927

<u>Conclusion</u>

Staff recommends that the City Council approve Resolution No. _____, accepting the Water Transmission Main East, CIP #11-14 & Sports Park / Community Center Frontage, CIP #11-15 construction contract as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Ken Hiatt, CDD Director

Paul Navazio, City Manager

Attachment: Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR WATER TRANSMISSION MAIN EAST PROJECT (CIP #11-14) AND SPORTS PARK / COMMUNITY CENTER FRONTAGE IMPROVEMENTS PROJECT (CIP 11-15)

WHEREAS, the City of Woodland funded the projects in the amount of $6,282,927 allocated in the Capital Budget for the Water Transmission Main East project, CIP #11-14 and in the amount of $220,444 allocated in the Development Fee Budget for the Sports Park / Community Center Frontage, CIP #11-15. referred to as (the “Projects”); and

WHEREAS, the City Council approved plans and specifications and authorize bid advertisement in June 17, 2014; and

WHEREAS, the City Council awarded the construction contract in the amount totaling $4,310,776.45 to T&S Construction Co., Inc. on June 17, 2014; and

WHEREAS, the City approved additive change orders totalling $107,430.51; and

WHEREAS, the construction of the Projects began in August 2014 and were completed in August 2015.

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

<u>Section 1</u>. The City Council hereby accepts the Water Transmission Main East, CIP #11-14 and Sports Park / Community Center Frontage Improvements, CIP #11-15 Projects as complete.

<u>Section 2</u>. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Water Transmission Main East, CIP #11-14 and Sports Park / Community Center Frontage Improvements, CIP #11-15 Projects.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

Legislation Text

8.

File #: 16-022, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015
SUBJECT: Increase the Fiscal Year 2015/2016 Tree Rebate Program Budget by $2,400

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an FY15/16 appropriation of $2,400 in support of the city's Tree Rebate Program.

Staff Contact

Johanna Currie - Senior Management Analyst - 530-661-5902
johanna.currie@cityofwoodland.org

Fiscal Impact

This action will provide an appropriation of $2,400 in support of the city's Tree Rebate Program. Funding will be provided by the available fund balance in the Tree Rebate Program fund.

Discussion

Tree Rebate expenditures were not budgeted for in FY 2015/16. Approximately $2,400 is expended each fiscal year for the Tree Rebate Program, but this amount can vary. Money for the program used to be collected by Tree Development Fees, but this fee is no longer being collected. Once the fund runs out of money, Tree Rebates will no longer be offered.

The City currently offers a one-time rebate of up to $75 per street address as long as specificed rebate conditions have been met (tree planted correctly, specific tree type, original receipt provided, etc.).

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing FY15/16 appropriation of $2,400 in support of the Tree Rebate Program.

Prepared by: Johanna Currie
Senior Management Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2015/2016 TREE REBATE PROGRAM BUDGET

WHEREAS, In June 2015, Council approved the FY 2015/2016 budget; and

WHEREAS, the Tree Rebate Program budget had insufficient appropriations to expend in FY 2015/2016; and

WHEREAS, the City of Woodland expects to have approximately $2,400 in Tree Rebate related expenses between now and the end of the fiscal year, staff now wishes to increase the Fiscal Year 2015/2016 Tree Rebate Program appropriations from $0 to $2,400; and

WHEREAS, the additional funding will be offset by the fund balance in the Tree Rebate Program Fund; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2015/16 Tree Rebate Program appropriation shall be increased by $2,400.

PASSED AND ADOPTED by the City Council this 18th day of August, 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

Legislation Text

9.

File #: 16-032, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Downtown Streetscape Project, CIP 08-58; Approve Amendment to Consultant Services Agreement

Recommendation for Action: Staff recommends City Council approve Resolution No. _____, amending the consultant services agreement with RAH Environmental, Inc. in the additional amount of $9,011.58 for a total agreement amount of $54,011.58 and authorize the City Manager to execute the amendment.

Staff Contact

Clara Olmedo, Associate Engineer - (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact

The Downtown Streetscape Improvement Project, CIP 08-58, is included in the FY 15/16 Capital Budget in the amount of $1,622,566. Funding includes $1,015,000 of Community Design Grant funds from the Sacramento Area Council of Governments (SACOG), $557,566 of Measure E funds, and $50,000 of remaining bond proceeds issued in 2007 under the former Redevelopment Agency.

The cost of the work associated with this contract and change order is within the previously approved project budget and sufficient contingency remains to cover this work. There is no impact to the General Fund.

Background

During construction of the new sidewalk as part of the Downtown Streetscape project, the contractor uncovered five gasoline underground storage tanks (USTs) near the corner of Fourth and Main streets. Yolo County Environmental Health Department (YCEHD) was called out to inspect and determined that the tanks would need to be properly removed by a licensed environmental company. Using quality based selection process and the County list of approved consultants, the City hired RAH Environmental, Inc. to properly remove the USTs. The original scope for $45,000 included removal of the tanks and removal of any associated fuel piping, and pumping of any wastewater in the tanks. The original scope was below the $50,000 threshold for the City Manager to award the contract. The original scope of work did not include some of the extra requirements that were brought forward by YCEHD. The additional work included soil testing and backfilling with sand. The cost for the additional work was $9,011.58.

Conclusion

Staff recommends City Council approve Resolution No. _____, amending the consultant services agreement with RAH Environmental, Inc. in the additional amount of $9,011.58 for a total agreement amount of $54,011.58 and authorize the City Manager to execute the amendment.

Prepared by: Clara Olmedo, Associate Engineer
Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment: Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AMENDMENT WITH RAH ENVIRONMENTAL, INC. FOR CONSULTANT SERVICES

WHEREAS, the City of Woodland entered into a construction agreement for the construction of the Downtown Streetscape project on March 17, 2015; and

WHEREAS, during the construction of the project that contractor uncovered underground storage tanks that were deemed necessary for removal by Yolo County Environmental Health Department (YCEHD); and

WHEREAS, the City entered into an agreement with RAH Environmental, Inc. for testing, removal and disposal of the tanks; and

WHEREAS, the original scope with RAH Environmental was exceeded to meet the requirements of YCEHD and thus incurred additional costs; and

WHEREAS, the City Council wishes to approve Amendment #1 to the Agreement dated June 8th, 2015 and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the amendment to the consultant services agreement with RAH Environmental, Inc. and authorizes the City Manager to execute the amendment in the amount of $9,011.58.

Section 2. An executed copy of the Agreement will be 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

Legislation Text

10.

File #: 16-035, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Approve Amendment #4 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #4 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

Staff Contact

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

Council Goal

This recommendation is consistent with the City's goal for Economic Development/Jobs which includes completing the Lowe Cache Creek Flood Study and Implementation Plan. The advocacy provided by the Ferguson Group is in support of securing federal funding for the project.

Fiscal Impact

The City Council has authorized the expenditure of up to $1.9 million to develop the lower Cache Creek Feasibility Study, #09-15. The cost of the advocacy services is considered part of the project budget. This will be the fifth year with the Ferguson Group at a cost of $40,000 per year. The project is being funded by the storm drain enterprise fund through a long-term loan from the sewer enterprise fund.

Background

In September of 2011, the City Council approved an agreement with the Ferguson Group to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek. The original agreement was for a 12 month period. Subsequently in July 2012, October 2013, and August 2014, the Council approved Amendments 1-3 to that contract whereby each extended the contract 12 months at an additional cost of $40,000. The current contract amendment expires August 31, 2015.

Discussion

Addressing the flood problem from Cache Creek is a complex process involving the City, County, State and Federal governments. The Ferguson Group helps the City maintain a presence in Washington D.C. to assist the City in developing and maintaining a relationship with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for a future Cached Creek flood mitigation project.

Progress has been made this past year on the Lower Cache Creek Feasibility Study (LCCFS). In December 2014, Congress approved and the president signed into law the fiscal year 2015 omnibus appropriations bill, which included $800,000 for the LCCFS. In addition, the president's fiscal year 2016 budget request earlier this year included $570,000 for the LCCFS. Final approval of the fiscal year 2016 request for the LCCFS awaits the disposition of the FY 2016 energy and water development appropriations bill, which is expected later this calendar year. The City of Woodland and the Ferguson Group will continue to advocate for additional federal funding for the project, ultimately seeking construction funding. In the meantime, work on defining the locally preferred project continues with the help of the City's consultant team and the Flood Control Advisory Committee.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #4 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

Prepared by: Lynn Johnson, Senior Management Analyst

Paul Navazio

Paul Navazio, City Manager

Attachment: 1) Resolution authorizing Amendment #4 to Professional Services Agreement between the City of Woodland and the Ferguson Group
2) Contract Amendment #4

RESOLUTION NO._______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #4 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVCIES FOR FLOOD MITIGATION

WHEREAS, the City Council approved an agreement with the Ferguson Group in September of 2011 to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek; and

WHEREAS, said agreement was amended in July 2012 to add an additional 12 months to the term of the contract at a cost of $40,000 for the year; and

WHERAS, said agreement was amended again in October 2013 to add an additional 12 months to the term of the contract at a cost of $40,000 for the year; and

WHERAS, said agreement was amended again in August 2014 to add an additional 12 months to the term of the contract at a cost of $40,000 for the year; and

WHEREAS, the current contract amendment will expire on August 31, 2015; and

WHEREAS, the City desires the consultant to continue in necessary advocacy efforts with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for a future Cache Creek flood mitigation project; and

WHEREAS, the Ferguson Group has agreed to extend their contract through this amendment for an additional 12 months at a cost not to exceed $40,000; and

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

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

Section 1. The City Council hereby authorizes the City Manager to execute the amendment with the Ferguson Group subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change, and

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

PASSED AND ADOPTED this 18th day of August 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

ARTICLE 1. PARTIES AND DATE

This Fourth Amendment to the Professional Services Agreement ("Second Amendment") dated as of September 1, 2015 is entered into by and between the City of Woodland ("City") and The Ferguson Group, a limited Liability Company ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated September 6th, 2011 ("Agreement"), whereby Consultant agreed to provide services described in Exhibit A of the original agreement.

2.2 City and Consultant now desire to amend the Agreement to :

include additional compensation,

extend the term of the Agreement to include the period from September 1, 2015 to August 31, 2016 in accordance with the Consultant's proposal dated August 8, 2011 attached to the original agreement. The total additional compensation for the Fourth Amendment shall not exceed ($40,000.00).

ARTICLE 3. TERMS

3.1 **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.2 **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.3 **Counterparts.** This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

City Of Woodland

By: ______________________________
Paul Navazio
City Manager
City of Woodland

Date:_________________

The Ferguson Group, LLC

By: ______________________________
W. Rodger Gwinn
President
The Ferguson Group, LLC

Date:___________________

ATTEST:

____
Ana B. Gonzalez, City Clerk

THE FERGUSON GROUP LLC

1130 Conneticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

August 10, 2015

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

Dear Paul:

The Ferguson Group, LLC (TFG) is very pleased to submit a request for extension of the agreement that we have had in place for the last four years. We seek no change in the rate of compensation ($40,000 annually, billed in monthly installments of approximately $3,333.00) and agree to perform tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland the TFG.

Over the last year, a great deal of progress continues to be made on the Lower Cache Creek Feasibility Study (LCCFS). In December 2014, Congress approved and the president signed into law the fiscal year 2015 omnibus appropriations bill, which included $800,000 for the LCCFS. We were pleased to have worked with the City and the City's congressional delegation to secure inclusion of this funding in the president's budget request and, as stated above, inclusion of the full request in the final fiscal year 2015 appropriations bill. In addition, the president's fiscal year 2016 budget request released earlier this year included $570,000 for the LCCFS. At the request of the City of Woodland's congressional delegation, the House and Senate versions of the energy and water development appropriations bills included the full $570,000 for the LCCFS. Final approval of the fiscal year 2016 request for the LCCFS awaits the disposition of the FY 2016 energy and water development appropriations bill, which is expected later this calendar year.

Credit for these successes goes to the City's congressional delegation, which has been consistent and vigilant in support of the LCCFS. Credit also goes to the City for its persistent and effective advocacy on behalf of the LCCFS. The City and congressional delegation's advocacy has resulted in the project being elevated to a top priority for the Corps of Engineers. During this past contract period, TFG and representatives of the City held more than two dozen meetings over two separate Washington visits to advocate for the LCCFS. We, at TFG, are very pleased to have had an opportunity to play a role in the City's success in advancing the LCCFS.

Within the amount of compensation provided under the 2013-2014 agreement, TFG has also assisted the City of Woodland on several other fronts. Specifically, TFG reviewed and provided comments on the City's 2015 Community Oriented Policing Services (COPS) grant application, consulted with the City on funding opportunities associated with the relocation of railroad lines, and is currently consulting with the City on its priorities associated with the transportation reauthorization process.

We greatly appreciate the opportunity to work with the City of Woodland, and we look forward to continuing to help you to accelerate work on, and secure federal support for, the LCCFS, and other City of Woodland priority initiatives. If you require anything more from TFG as you consider our request for an extension of our current agreement, please let me know.

Sincerely,

W. Roger Gwinn
President and CEO

File #: 16-052, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Approval of Subrecipient Agreement with Yolo Wayfarer Center for 2013 Continuum of Care Grant

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2013 Continuum of Care (CoC) Program grant in the amount of $23,339 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact

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

Fiscal Impact

The Department of Housing and Urban Development (HUD) will provide a portion of the grant, $1,500, for administration in order to defray the City's costs in administering the grant.

Background

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

Discussion

In 2014 (CoC program year 2013) the City applied for four separate CoC grants including a Reallocation Project to Serve Chronically Homeless (individuals and families). HUD notified the City late last year of a conditional grant award and requested technical submittals. In April HUD transmitted the attached grant scope of work for signature by the City Manager. The subrecipient agreement has been delayed since the Yolo Wayfarer Center was not able to obtain a project site until last month and is in the process of obtaining a second project site. The grant funds will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. The recipients of the assistance will receive supportive services.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2013 Continuum of Care (CoC) Program grant in the amount of $23,339 and authorizes the Finance Officer to amend the budget as necessary.

Public Contact

Posting of the City Council agenda.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments:
1. Resolution No. _____
2. Subrecipient Agreement
3. HUD Grant Agreement/Scope of Work for Program Year 2013 Reallocation Project to Serve Chronically Homeless

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR CONTINUUMM OF CARE PROGRAM GRANT (2013 REALLOCATION PSH GRANT FOR CHORNICALLY HOMELESS INDIVIDUALS AND FAMILIES)

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute a subrecipient agreement in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amounts of $23,339 (Permanent Supportive Housing for Chronically Homeless Individuals and Families) and any other documents necessary to implement this program;

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

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

PASSED AND ADOPTED on this 18th day of August, 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

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM (Permanent Supportive Housing, Reallocation Grant)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2015 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

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

B. SUBRECIPIENT proposes to provide the following scope of services for the Continuum of Care Program components: Singles and Families Permanent Supportive Housing. The program will provide permanent supportive housing for singles and families. The clients of the program will be provided with supportive services. The subrecipient's mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Executive Director.

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

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

E. On or about February 12, 2015, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2103 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

F. WOODLAND and SUBRECIPIENT (jointly, the "Parties") desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of

Homeless Assistance Funds in consideration for SUBRECIPIENT's provision of certain services to WOODLAND and the community.

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

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

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

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

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

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

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

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

"SUBRECIPIENT's Representative" means Ms. Lisa Baker, Executive Director of the Yolo Wayfarer Center.

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Three Thousand, Three Hundred Thirty-Nine Dollars ($23,339) (less administrative costs of $1,500 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing services for individuals and families as identified in Attachment A—Scope of Services.

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

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

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

A. The sum of Twenty-Three Thousand, Three Hundred Thirty-Nine Dollars ($23,339) (less administrative costs of $1,500 retained by City) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

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

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

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

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

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

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2015 and shall terminate on January 31, 2016 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Insurance and Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Terminate this Agreement.

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

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

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

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

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street
Woodland, CA 95776
FAX No. (530) 661-5813

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Executive Director

EXHIBIT A—SCOPE OF SERVICES

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

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

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

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

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

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

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

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

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Executive Director of SUBRECIPIENT.

Section 4. Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with a Permanent Supportive Housing program for singles and families in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Twenty-Three Thousand, Three

Hundred Thirty-Nine Dollars ($23,339), WOODLAND shall retain a total of One Thousand Five Hundred Dollars ($1,500) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program for singles and families following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Permanent Supportive Housing Program shall not exceed the total grant amount of Twenty-Three Thousand, Three Hundred Thirty-Nine Dollars ($23,339) less City administrative costs of ($1,500) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

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

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

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

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

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

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

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

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

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

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

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

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

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

i. Abide by the terms of the statement; and

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

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

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

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

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

A. SUBRECIPIENT has made false certification under Section 26.1;

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing for singles and families shall be performed within the term of this Agreement commencing on February 1, 2015 and terminating on January 31, 2016.

EXHIBIT E—OPERATING BUDGET

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

	SHP Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	12,876		
2 Supportive Services*	5,000		
3. Operations**	3,963		
4. HMIS ***	-0-		
5. SHP Request (subtotal lines 1 thru 4)	21,839		
6. Administration	1,500		
7. Total SHP Request (total lines 5 and 6)	23,339		

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
600 Harrison Street
3rd Floor
San Francisco, CA 94107

Tax ID No.: 94-6000459
Grant Number: CA1250L9T211300
DUNS No.: 095878880

FY 2013 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Woodland (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2013 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
   a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
   b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
   c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
   d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
   e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
   f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);
11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Maria Cremer

(Signature)

Maria Cremer, Director

(Typed Name and Title)

MAR - 3 2015

(Date)

RECIPIENT

City of Woodland

(Name of Organization)

By:

(Signature of Authorized Official)

Paul Navazio, City Manager

(Typed Name and Title of Authorized Official)

2.19.15

(Date)

Tax ID Number: 94-6000459
Grant Number: CA1250L9T211300
DUNS Number: 095878880

EXHIBIT 1

SCOPE OF WORK for FY2013 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2013 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $23339 for project number CA1250L9T211300. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$ 0
b. Acquisition	$ 0
c. New construction	$ 0
d. Rehabilitation	$ 0
e. Leasing	$ 12876
f. Rental assistance	$ 0
i. Tenant-based rental assistance	$
ii. Project-based rental assistance	$
iii. Sponsor-based rental assistance	$
g. Supportive services	$ 5000
h. Operating costs	$ 3963
i. HMIS	$ 0
j. Administration	$ 1500

4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

5. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

Legislation Text

12.

File #: 16-060, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Approve Construction Contract Change Order for Kentucky Avenue Sewer Rehabilitation Project, CIP #15-13; and Approve reallocation of $65,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Resolution No. _____, to approve a construction contract change order in the amount of $111,163 with McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project; and
2) Approve the reallocation of $65,000 of additional Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13.

Staff Contact

Ed Wisniewski, Associate Civil Engineer - (530) 661-5975; ed.wisniewski@cityofwoodland.org

Fiscal Impact

The construction contract for the Kentucky Avenue Sewer Rehabilitation Project (CIP 15-13) was awarded to McGuire & Hester on March 17, 2015 with a total contract amount of $498,560. A 10% construction contingency in the amount of $49,856 was also authorized for the project. To date, two change orders totaling $13,440.51 have been executed bringing McGuire & Hester's current adjusted contract amount to $512,000.51. The project is funded with Sewer Enterprise Funds in the amount of $610,000.

The proposed change order is for $111,163, which exceeds the approved construction contingency. Factoring in soft costs, the adjusted project cost is $675,000. Staff is requesting an additional $65,000 of available Sewer Enterprise Funds be reallocated from Annual Sewer Repair and Replacement, CIP 08-21, to Kentucky Avenue Sewer Rehabilitation, CIP 15-13 to cover the additional project cost.

There are no impacts to the City's General Fund.

Background

The sewer line along Kentucky Avenue is a major sewer trunk line. Segments of the pipeline were constructed with cast iron pipe. This material is subject to hydrogen sulfide corrosion in sanitary sewer applications. The pipeline was installed in 1965 and the cast iron sections have reached the end of their useful life. The project involves rehabilitating three segments of cast iron pipe utilizing slip-line and cured-in-place-pipe (CIPP) lining construction methods. Slip-lining is a process by which new PVC pipe is pushed into the old damaged pipe and grout is injected into annular space between the old pipe and the new. In CIPP lining, a flexible, resin-saturated felt tube is pulled into the existing pipe, expanded with air or water pressure, and steam is used to cure the resin and form a tight-fitting, jointless and corrosion-resistant replacement pipe. The original construction contract required slip-lining at two locations and CIPP lining at a 3rd location. The CIPP section was completed on August 1, 2015.

At the two locations to be slip-lined (under Interstate 5 and crossing Kentucky Avenue), a heavy build-up of mineralized deposits was discovered upon excavation of the slip-line insertion pits. The build-up was present in the CCTV videos reviewed at the time of project design, but was assumed to be grease, which is a more common occurrence in sewer pipelines. Until the pipeline was exposed for closer inspection, there was no way to tell that the build-up was in fact a hardened encrustation. Several attempts were made to remove the encrustation using high-pressure jetting and a chain flail, but these conventional cleaning methods proved to be ineffective in removing the build-up. Staff worked with the contractor to research alternative heavy cleaning technologies to remove the hardened material, but a reliable, cost-effective solution could not be found. The encrustation has reduced the inside diameter of the pipe to a point where slip-lining the pipe is not feasible.

The proposed remedy is to abandon the slip-lining method and rehabilitate the pipe line by CIPP lining. The CIPP will result in a slightly irregular pipe shape due to the encrustation, but will not compromise the structural integrity of the pipe or significantly reduce the pipe capacity. The CIPP is a structural pipe and functions the same as any other standalone pipe.

Discussion

On August 4, 2015, McGuire & Hester presented the City with a change order to remove the remainder of the slip-line work from the construction contract and add in the work to rehabilitate the pipeline by CIPP lining. Included in the change order is the cost of the Vylon (slip-line) pipe which had already been ordered and delivered to the site before the issue of the build-up was discovered. The cost of the pipe is $85,000. The pipe was special ordered in 3-foot segments making restocking a cost prohibitive option. Staff has identified an upcoming rehabilitation project for the East Beamer Street trunk sewer as a suitable application of the Vylon pipe. The Beamer trunk main is a reinforced concrete pipe (RCP), which is experiencing erosion, so sliplining will not be an issue along the Beamer Trunk sewer.

Also included in the change order is the removal of a concrete cap that was discovered during pit excavation at the east end of Paddock Place. Approximately 9 lf of existing 27” VCP sewer was encased with concrete to form the connection to the 30” cast iron pipe that goes under I-5. Since this issue was encountered before the build-up was discovered, the top half the concrete cap needed to be removed in order to proceed with the slip-lining as planned. The concrete encasement was not shown on any record drawings and could not be known without excavating the pit.
Two delay claims are included in the change order for time spent researching potential cleaning methods (July 15-August 7, 15 working days) and for idle equipment on site (August 10-September 1, 15 working days). These were determined to be compensable delays caused by unforeseen conditions. The cost to CIPP line the two pipe segments is $217,500. $238,215 is to be credited back to the project for the deletion of the remaining slip-line work from the contract.

The table below is an itemized summary of the change order:

PCO#	Description	Quantity	Units	Unit Price	Cost
PCO-03	Remove Concrete Cap at SMH911	1	LS	$13,128.20	$13,128.20
PCO-04	Delay Claim for Pipe Cleaning Research	15	Days	$1,500.00	$22,500.00
PCO-05	Delay Claim for Idle Equipment	15	Days	$750.00	$11,250.00
PCO-06	Vylon Pipe (Material and Off-load)	1	LS	$85,000.00	$85,000.00
PCO-07	CIPP Segments 1 & 2	1	LS	$217,500.00	$217,500.00
PCO-08	Remove Remaining Slipline Work From Contract (Credit)	1	LS	($238,215.00)	($238,215.00)
Net Change					**$111,163.20**

Conclusion

Staff recommends that the City Council:

1) Adopt Resolution No. _____, to approve a construction contract change order in the amount of $111,163 with McGuire and Hester for CIP 15-13, Kentucky Avenue Sewer Rehabilitation Project; and
2) Approve the reallocation of $65,000 of additional Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13.

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio

Paul Navazio, City Manager

Attachments: Attachment A - Resolution
Attachment B - Contract Change Order #3

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT CHANGE ORDER WITH MCGUIRE AND HESTER IN THE AMOUNT OF $111,163 FOR THE KENTUCKY AVENUE SEWER REHABILITATION PROJECT, CIP 15-13

WHEREAS, the City Council awarded the construction contract to McGuire and Hester on March 17, 2015 with a total contract amount of $498,560, and approved a 10% construction contingency in the amount of $49,856; and

WHEREAS, an unforeseen existing site condition related to an excess build-up of mineralized deposits within the existing cast iron pipes have made the original plan of slip-lining the pipeline impractical; and

WHEREAS, the City Council wishes to approve the reallocation of $65,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13 to cover the additional project cost; and

WHEREAS, the City Council wishes to approve a Construction Contract Change Order with McGuire and Hester, and authorize its execution through adoption of this Resolution.

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

Section 1. The City Council hereby approves the Construction Contract Change Order with McGuire and Hester in the amount of $111,163. The City Manager is hereby authorized and directed to execute the change order, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby authorizes the reallocation of $65,000 of Sewer Enterprise Funds from Annual Sewer Repair and Replacement, CIP 08-21 to Kentucky Avenue Sewer Rehabilitation, CIP 15-13.

Section 3. A copy of the Contract Change Order 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 18th day of August, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

City of Woodland

Community Development Department • 300 First Street • Woodland, CA 95695 • (530) 661-5820

CONTRACT CHANGE ORDER No. 03

Change Requested by: ☐ Engineer ☒ Contractor

PROJECT

Kentucky Avenue Sewer Rehabilitation Project, CIP 15-13

TO:

McGuire and Hester

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Additional Work in accordance with Part IV "General Conditions", Sections B-3 "Changes in the Work" and B-4 "Procedures and Allowable Costs on Changes" of the contract documents:

As the contractor was preparing to slipline the existing cast iron segments of pipe crossing I-5 and Kentucky Avenue, an excess buildup of mineralized deposits was discovered. Until the pipe was excavated and exposed, there was no way to determine that the buildup was not cleanable by conventional cleaning methods. The build-up is extensive enough to prohibit the planned rehabilitation by slip lining a new pipe thru the existing carrier pipe. This change order proposes the use of a Cured in Place Pipe (CIPP) liner as a suitable alternative given the existing conditions of the pipe and also includes delays, purchase of slipline (Vylon) pipe, and credit for slipline work removed from contract.

All Work and Materials as follows:

FD #/Bid Item/Cost Proposal	Description	Quantity	Units	Unit Price	Cost
PCO-03	Remove Concrete Cap at SMH911	1	LS	$13,128.20	$13,128.20
PCO-04	Delay Claim for Pipe Cleaning Research	15	Days	$1,500.00	$22,500.00
PCO-05	Delay Claim for Idle Equipment	15	Days	$750.00	11,250.00
PCO-05	Vylon Pipe (Material and Off-load)	1	LS	$85,000.00	$85,000.00
PCO-06	CIPP Segments 1 & 2	1	LS	$217,500.00	$217,500.00
PCO-07	Remove Remaining Slipline Work From Contract (Credit)	1	LS	($238,215.00)	($238,215.00)
Net Change					**$ 111,163.00**

Original Contract Amount:	**$498,560.00**
Previous Change Orders 00 To 02:	**$13,440.51**
Current Contract Amount:	**$512,000.51**
Change Order No. 03:	**$111,163.20**
Adjusted Contract Amount:	**$623,163.71**
Total Time Of Completion Per Contract:	**120 DAYS**
Adjustment To Time Of Completion:	**46 DAYS**
New Total Time Of Completion Per Contract:	**166 DAYS**

Estimated Cost: ☐ Decrease ☒ Increase $111,163.20

Submitted By

Signature	Print Name & Title	Date
	Ed Wisniewski, Associate Civil Engineer	

Recommended By

Signature	Print Name & Title	Date
	Tim Busch, Principal Utilities Civil Engineer	

Recommended By

Signature	Print Name & Title	Date
	Brent Meyer, City Engineer	

Approved By

Signature	Print Name & Title	Date
	Paul Navazio, City Manager	

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the City from all claims, demands, costs, and liabilities, in contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

Contractor Acceptance By

Signature	Print Name & Title	Date
	Jeff Hoebel, Area Manager	

Since 1926

July 21, 2015

To: **City of Woodland**
Community Development Department
300 First Street
Woodland, CA 95695

Attention: **Ed Wisniewski**

Reference: **City of Woodland – Kentucky Avenue Sewer Rehab Project – CIP 15-13**

Subject: Change Order – #003 - Remove Concrete Cap Encasing VCP at MH #911 - Field Directive #3
M&H Job #3799

Mr. Wisniewski,

Attached are Daily Extra Work Reports that pertain to the removal of the concrete cap which encased the existing VCP pipe downstream of SMH 911. As you are aware, the concrete cap was not shown on the plans.

Please issue a contract change order for this work at your soonest convenience.

The total cost for change order #003 is $13,128.20

If you have any questions please feel free to call.

Sincerely,

MCGUIRE AND HESTER

Jerry Hasty

Jerry Hasty
Project Engineer

1016 NORTH MARKET BLVD. SUITE #20 • SACRAMENTO • CA • 95834 • Phone (916) 372-8910 • Fax (916) 372-8916
Contractor's License No. 95879

City of Woodland

Community Development Department • 300 First Street • Woodland, CA 95695 • (530) 661-5820

Field Directive No. 03

Kentucky Avenue Sewer Rehabilitation Project, CIP 15-13

To: Jerry Hasty, McGuire & Hester

From: Ed Wisniewski, Associate Civil Engineer

Date: July 7, 2015

Re: Concrete Cap at SMH911

You are hereby directed to perform the work as described below. Your contract amount and time will be adjusted in accordance with the terms of Part IV "General Conditions," Section B-3 "Changes In The Work," of the contract documents. A Construction Contract Change Order will be issued in as expeditious manner as possible subsequent to this Field Directive.

Remove the existing concrete cap encasing the 4-foot segment of VCP downstream of SMH911 (within the insertion pit located at the end of Paddock Place). Remove only the amount of concrete required to perform the slipline rehabilitation.

The additional work shall be paid to Contractor at Force Account.

Reviewed By: ______________________

Ed Wisniewski, Association Civil Engineer

cc Bill Starck

n:\pubshare\projects\15-13, kentucky avenue sewer rehab\construction\change orders\03 concrete cap\fd-03 concrete cap\fd-01.docx

DAILY EXTRA WORK REPORT

City Of Woodland
Contractor Job: 3799 - Woodland - Kentucky Ave. Sewer Rehab
Work Performed By: McGuire and Hester
Description of Work: 7/7/15 - Delay Due To Discovery Of Concrete Cap At MH #911

Change Order	**003**
Billing Number	**3.0**
Report Date	7/08/2015
Perform Date	7/07/2015

Labor Charges

	Labor ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01	5276	EW Nelson	1.00			68.870			68.87
L02	6728	E Ramirez	1.00			48.760			48.76
L03	6931	J Reynoso	1.00			52.210			52.21
L04	7552	DL Stickney	1.00			67.390			67.39

Equipment Charges

	Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	02282	Ford F-350 Utility Pickup	1.00		26.950			26.95
E02	02179	Ford F350 2008 Utility	1.00		26.950			26.95
E03	06027	Kobelco 250 Excavator (55k)	1.00		121.810			121.81
E04	05020	Compressor P185 I-R	1.00		21.000			21.00
E05	80271	20x8x4 Shoring Box	1.00		17.210			17.21
E06	80270	20x6x4 Shoring Box	1.00		17.210			17.21

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01	1-505768	7/13/2015	1MISC / Rental Backhoe	1.000 LS	252.74	252.74

Labor Charges

RT Labor		237.23
SC	12.00%	28.47
OT Labor		0.00
Subtotal Labor		265.70
Subsistence		0.00
Other Expenses		0.00
MU	33.00%	87.68
Labor Total		**353.38**

Equipment Charges

Subtotal		231.13
MU	15.00%	34.66
Equipment Total		**265.79**

Material Charges

Subtotal		252.74
MU	15.00%	37.91
Material Total		**290.65**

Subcontract Charges

Activity Total **909.82**

McGuire and Hester

Job Contact: Jerry Hasty (510) 593-0987

Accepted:
Customer: *Date:*
Contractor: *Date:*

Bill Total **+** **909.82**

Page 1

NTS Universal/Special Bill Form

www.ewbills.com

✓

EXTRA WORK REPORT

McGUIRE HESTER CONSTRUCTION COMPANY

* Field Directive #3

M&H JOB NO: 3799	
EXTRA WORK ORDER NO: 9850090	
TO: City of Woodland	DATE OF REPORT: 7/8/15
PROJECT: Kentucky Ave. Sewer Rehab	DATE PERFORMED: 7/7/15

DESCRIPTION OF WORK: Delay Due to discovery of 5' wide x 9' Long x 3.5' thick concrete encasement @ SMH 911. over Existing VCP Pipe.

SUMMARY OF LABOR AND EQUIPMENT

EMPL #	EMPLOYEE NAME	EQ #	EQ DESCRIPTION	TRADE	HOURS
5276	Eric Nelson	02282	Utility Truck	Foreman	1
6728	Eric Ramirez			Labor	1
6931	Jose Reynoso	02179	Utility Truck	Lead Man	1
7552	Dave Stickney	06027	250 Excavator	Operator	1
		R0720	420 Backhoe		1
		05020	Compressor		1
		80271	8'x20' Shield		1
		80270	6'x20' Shield		1

SUMMARY OF MATERIAL & SPECIALTY FORCES

McGuire & Hester Representative

7-8-15

Work Authorized by / Date

9009 RAILROAD AVENUE • OAKLAND, CA 94603 • PH 510 632 7676 • FX 510 562 5210

Contractors License No 95879

Pioneer Machinery, Inc.
120 Pioneer Avenue
Woodland, CA 95776
(530) 662-1042
(530) 662-1358 FAX

PIONEER
MACHINERY

[illegible]	
RENTAL INVOICE	
Rent Date	7/6/2015 9:00 AM
Return Date	7/10/2015 4:00 PM
Invoice Date	7/13/2015
Payment Due	8/12/2015
Delivery Date	*7/6/2015 9:00 AM
Pickup Date	7/13/2015 9:00 AM
Order Terms	Net 30
PO #	
Job #	

Ship To:

Customer Information
McGuire Hester
9009 Railroad Avenue
Oakland, CA 94603

Ship VIA	Customer Drivers License	Home Phone #	Cell Phone #
		(916) 372-8910	(916) 893-1795

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name
171			James G Willis	PAW

Description	Qty Out	Qty In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Backhoe 420E	1.00	1.00	$308.00	$968.00	$2640.00	$968.00		$968.00
Item ID: 190			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
Serial: PRA00190								
A 12% Discount off the Original Rate Applied			$350.00	$1100.00	$3000.00			
Fuel Charge: 0.000 @ $6.00								$0.00
** Meter Charge: Out: 2063.90 - In: 2078.80 - Used: 14.90				0.00 Units [illegible] $0.00				$0.00
EIN: MF3U38								
Bucket 420/430/308 Class 24"	1.00	1.00	$52.80	$1[illegible].60	$259.60	$0.00	✓	$0.00
Item ID: PMI-23			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
A 12% Discount off the Original Rate Applied			$60.00	$120.00	$295.00			
Fork Attachment/ Backhoe 420/430	1.00	1.00	[illegible]	$190.08	$380.16	$190.08		$190.08
Item ID: 9858			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
Serial: A29858								
A 12% Discount off the Original Rate Applied			$72.00	$216.00	$432.00			
Bucket 420/430/308 Class 12"	1.00	1.00	$52.80	$105.60	$259.60	$105.60		$105.60
Item ID: PMI-59			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
Serial: 166698								
A 12% Discount off the Original Rate Applied			$60.00	$120.00	$295.00			

Delivery Notes:
7/6- CUSTOMER WILL CALLED W/ FORKS

CUSTOMER COPY

RECEIVED
JUL 20 2015
MCGUIRE AND HESTER

Backhoe = $1,263.68 / 5 days = $252.74 per day

Order Terms:
Terms: Net 30 Days.

Customer Signature

HOURS:
Monday - Friday 7:00am - 5:00pm
Saturday ON CALL
Sundays ON CALL

Rental Charges	$1263.68
Sub-Total	$1,263.68
Tax	$0.00
Order Total	$1263.68
Amount Paid	$0.00
Amount Due	$1,263.68

X ______________________
Customer Signature

Revision: 5 Revised By: PAW Closed By PAW Printed: Monday, July 13, 2015 12:34 PM Page 1 of 1

DAILY EXTRA WORK REPORT

City Of Woodland
Contractor Job: 3799 - Woodland - Kentucky Ave. Sewer Rehab
Work Performed By: McGuire and Hester
Description of Work: 7/8/15 - Remove Concrete Cap Encasing VCP At MH #911

Change Order	**003**
Billing Number	**4.0**
Report Date	7/08/2015
Perform Date	7/08/2015

Labor Charges

	Labor ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01	5276	EW Nelson	8.00			68.870			550.96
L02	6728	E Ramirez	8.00			48.760			390.08
L03	6931	J Reynoso	8.00			52.210			417.68
L04	7552	DL Stickney	8.00			67.390			539.12

Equipment Charges

	Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	02282	Ford F-350 Utility Pickup	8.00		26.950			215.60
E02	02179	Ford F350 2008 Utility	8.00		26.950			215.60
E03	06027	Kobelco 250 Excavator (55k)	8.00		121.810			974.48
E04	05020	Compressor P185 I-R	8.00		21.000			168.00
E05	80271	20x8x4 Shoring Box	8.00		17.210			137.68
E06	80270	20x6x4 Shoring Box	8.00		17.210			137.68

Material/Specialist Work/Lump Sum or Unit Price Payment

	Number	Date	Vendor Name and Description	Units	Unit Price	Extended
M01	1-505768	7/13/2015	1MISC / Rental Backhoe	1.000 LS	252.74	252.74
M02	1-505805	7/13/2015	1MISC / Rental Backhoe Breaker	1.000 LS	910.00	910.00
M03	75999	7/08/2015	Syar Concrete LLC / Concrete To Stop Leaks Around Encasement	1.000 LS	1,021.88	1,021.88

Labor Charges

RT Labor		1,897.84
SC	12.00%	227.74
OT Labor		0.00
Subtotal Labor		2,125.58
Subsistence		0.00
Other Expenses		0.00
MU	33.00%	701.44
Labor Total		**2,827.02**

Equipment Charges

Subtotal		1,849.04
MU	15.00%	277.35
Equipment Total		**2,126.39**

Material Charges

Subtotal		2,184.62
MU	15.00%	327.69
Material Total		**2,512.31**

Subcontract Charges

Activity Total **7,465.72**

McGuire and Hester

Job Contact: Jerry Hasty (510) 593-0987

Accepted:

Customer: *Date:*

Contractor: *Date:*

Bill Total **+** **7,465.72**

Page 1

NTS Universal/Special Bill Form

www.ewbills.com

EXTRA WORK REPORT

McGUIRE HESTER CONSTRUCTION COMPANY

* Field Directive #3

TO: City of Woodland = CIP 15-13	M&H JOB NO: 3799
PROJECT: Kentucky Ave Sewer Rehab	EXTRA WORK ORDER NO: 9851006
	DATE OF REPORT: 7/8/15
	DATE PERFORMED: 7/8/15

DESCRIPTION OF WORK: Remove concrete cap/encasement (only what is necessary) @ East end of SMH 911 (At end of Paddock Place) around/over Existing VCP pipe. Plug sewer line upstream of SMH 911 Due to crack in VCP

SUMMARY OF LABOR AND EQUIPMENT

EMPL #	EMPLOYEE NAME	EQ #	EQ DESCRIPTION	TRADE	HOURS
5276	Eric Nelson	02282	Utility Truck	Foreman	8
6728	Eric Ramirez			Labor	8
6931	Jose Reynoso	02179	Utility Truck	Lead man	8
7552	Dave Stickney	06027	250 Excavator	Operator	8
		B0720	420 Backhoe		8
		R1404	Breaker for Backhoe		8
		05020	Compressor		8
		80271	8'x20' Shield		8
		80270	10'x20' Shield		8

SUMMARY OF MATERIAL & SPECIALTY FORCES

High Early Concrete – 8 cyds.
Leak Stop – 2 pales

McGuire & Hester Representative

Work Authorized by / Date 7-8-15

9009 RAILROAD AVENUE • OAKLAND, CA 94603 • PH 510 632 7676 • FX 510 562 5210
Contractors License No 95879

(s3B

SYAR CONCRETE LLC
(s3B PO BOX 2700 (s0B
(s3B NAPA, CA 94558 (s0B
(s3B (877) 792-7649 (s0B

INVOICE (s0B
75999

(s3B
DATE (s0B
07/08/2015

(s3B
Sold To:
MC GUIRE & HESTER
9009 RAILROAD AVENUE
OAKLAND CA 94603

Ship To: (s0B
KENTUCKY AVE REHAB - WOODLA
1326 PADDOCK PL WOODLAND
Woodland CA 95776

(s3B
Page 1

Customer Code	Project Code	Purchase Order	Job Number	Order (s0B
MCGUIREHES	4059		KENTUCKY REHAB	56

(s3B

Date	Ticket #	Qty	Product Code	Product Description	Unit of Measure	Unit Price	Extended Price (s0B
07/08	89032733	8.00	RP075NR5W	CONCRETE	cy	107.50	860.00
07/08	89032733	8.00	113063	SYAR SET 50	/y	9.00	72.00
07/08	89032733	1.00	157015	ENVIRON CHARGE	ea	12.00	12.00

(s3

TOTAL YARDS	TAXABLE AMOUNT	8.250 TAX	NON-TAXABLE (s0B
8.00	944.00	77.88	0.00 (s3B

(s0B

TOTAL DUE
$1,021.88

(s3B

DISCOUNT AMOUNT	TAX ON DISCOUNT	IF PAID BY	YOU MAY DEDUCT (s0B
8.00	0.66	08/10/2015	8.66

(s3B

TERMS: Discount Amount stated on this invoice is allowed if payment is made by the 10th day of the month following purchase. Discounts taken after that date will not be honored. Any invoice not paid in full by the last day of the month following purchase will be considered past due and subject to a service charge computed at the periodic rate of 1.50% per month (18% per annum). (s0B

(s3B

WHEN YOU NEED A LOAD, WE HIT THE ROAD! (s0B

Pioneer Machinery, Inc.
120 Pioneer Avenue
Woodland, CA 95776
(530) 662-1042
(530) 662-1356 FAX

PIONEER
MACHINERY

[illegible]	
RENTAL INVOICE	
Rent Date	7/6/2015 9:00 AM
Return Date	7/10/2015 4:00 PM
Invoice Date	7/13/2015
Payment Due	8/12/2015
Delivery Date	*7/6/2015 9:00 AM
Pickup Date	7/13/2015 9:00 AM
Order Terms	Net 30
PO #	
Job #	

Ship To:

Customer Information
McGuire Hester
9009 Railroad Avenue
Oakland, CA 94603

Ship VIA	Customer Drivers License	Home Phone #	Cell Phone #
		(916) 372-8910	(916) 893-1795

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name
171			James G Willis	PAW

Description	Qty Out	Qty In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Backhoe 420E	1.00	1.00	$308.00	$968.00	$2640.00	$968.00		$968.00
Item ID: 190			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
Serial: PRA00190								
A 12% Discount off the Original Rate Applied			$350.00	$1100.00	$3000.00			
Fuel Charge: 0.000 @ $6.00								$0.00
** Meter Charge: Out: 2063.90 - In: 2078.80 - Used: 14.90				0.00 Units Billed @ $0.00				$0.00
EIN: MF3U38								
Bucket 420/430/308 Class 24"	1.00	1.00	$52.80	$1[illegible].60	$259.60	$0.00	✓	$0.00
Item ID: PMI-23			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
A 12% Discount off the Original Rate Applied			$60.00	$120.00	$295.00			
Fork Attachment/ Backhoe 420/430	1.00	1.00	[illegible]	$190.08	$380.16	$190.08		$190.08
Item ID: 9856			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
Serial: A29858								
A 12% Discount off the Original Rate Applied			$72.00	$216.00	$432.00			
Bucket 420/430/308 Class 12"	1.00	1.00	$52.80	$105.60	$259.60	$105.60		$105.60
Item ID: PMI-59			<<-- Rental -->>					
Rent Date: 7/6/2015 9:00 AM				Return Date: 7/10/2015 4:00 PM				
Serial: 166696								
A 12% Discount off the Original Rate Applied			$60.00	$120.00	$295.00			

CUSTOMER COPY

Delivery Notes:
7/6- CUSTOMER WILL CALLED W/ FORKS

RECEIVED
JUL 20 2015
MCGUIRE AND HESTER

Backhoe = $1,263.68 / 5 days = $252.74 per day

Order Terms:
Terms: Net 30 Days.

Customer Signature

HOURS
Monday - Friday 7:00am - 5:00pm
Saturday ON CALL
Sundays ON CALL

X ______________________
Customer Signature

Rental Charges	$1263.68
Sub-Total	$1,263.68
Tax	$0.00
Order Total	$1263.68
Amount Paid	$0.00
Amount Due	$1,263.68

Revision: 5 Rewsed By: PAW Closed By PAW Printed: Monday, July 13, 2015 12:34 PM Page 1 of 1

Pioneer Machinery, Inc.
120 Pioneer Avenue
Woodland, CA 95776
(530) 662-1042
(530) 662-1358 FAX

PIONEER MACHINERY

1-505805	
RENTAL INVOICE	
Rent Date:	7/8/2015 7:00 AM
Return Date:	7/9/2015 4:00 PM
Invoice Date:	7/13/2015
Payment Due:	8/12/2015
Delivery Date:	*7/8/2015 7:00 AM
Pickup Date:	*7/10/2015 7:00 AM
Order Terms:	Net 30
PO #:	
Job #:	

Ship To:

Customer Information

McGuire Hester
9009 Railroad Avenue
Oakland, CA 94603

Ship VIA	Customer Drivers License	Home Phone #	Cell Phone #
		(916) 372-8910	(916) 893-1795

Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name
171			James G Willis	PAW

Description	Qty Out	Qty In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Breaker Hydraulic 420/430/308	1.00	1.00	$440.00	$1496.00	$3960.00	$880.00		$880.00
Item ID: 1A11			<<-- Rental -->>					
Rent Date: 7/8/2015 7:00 AM				Return Date: 7/9/2015 4:00 PM				
Serial: 11A11								
A 12% Discount off the Original Rate Applied			$500.00	$1700.00	$4500.00			
POINT WEAR	1.00					$30.00		$30.00
Item ID: MISC / MISC			<<-- Sale -->>					
Notes: ** POINT OUT @ 22.5" ** PIONT IN @ 22.5"								

CUSTOMER COPY

Delivery Notes:
7/8- CUSTOMER WILL CALLED FROM YARD

Pickup Notes:
7/10- CUSTOMER RETURNED TO YARD

Order Notes:
CUSTOMER ASKED FOR US TO INSTALL HAMMER ON THEIR RENTAL BACKHOE, THEY ROADED MACHINE TO SHOP THIS MORNING AND WE HAD OUR GUYS COME IN EARLY TO ACCOMMODATE THE INSTALL

Makeup 6 Hours
R 6104 3799
@ 7-9-15

RECEIVED
JUL 20 2015
MCGUIRE AND HESTER

Lisa 7-21-15

Order Terms:
Terms: Net 30 Days.

Customer Signature

HOURS:
Monday - Friday 7:00am - 5:00pm
Saturday ON CALL
Sundays ON CALL

X

Customer Signature

Rental Charges:	$880.00
Merchandise Sales:	$30.00
Sub Total:	$910.00
Tax:	$0.00
Order Total:	$910.00
Amount Paid:	$0.00
Amount Due:	$910.00

DAILY EXTRA WORK REPORT

City Of Woodland

Contractor Job: 3799 - Woodland - Kentucky Ave. Sewer Rehab

Work Performed By: McGuire and Hester

Description of Work: 7/9/15 - Remove Concrete Cap Encasing VCP At MH #911

Change Order	**003**
Billing Number	**5.0**
Report Date	7/10/2015
Perform Date	7/09/2015

Labor Charges

	Labor ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01	5276	EW Nelson	2.00			68.870			137.74
L02	6728	E Ramirez	2.00			48.760			97.52
L03	6931	J Reynoso	2.00			52.210			104.42

Equipment Charges

	Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	02282	Ford F-350 Utility Pickup	2.00		26.950			53.90
E02	05020	Compressor P185 I-R	2.00		21.000			42.00
E03	06027	Kobelco 250 Excavator (55k)	2.00		121.810			243.62
E04	80270	20x6x4 Shoring Box	2.00		17.210			34.42
E05	80271	20x8x4 Shoring Box	2.00		17.210			34.42
E06	02179	Ford F350 2008 Utility	2.00		26.950			53.90

Labor Charges

RT Labor		339.68
SC	12.00%	40.76
OT Labor		0.00
Subtotal Labor		380.44
Subsistence		0.00
Other Expenses		0.00
MU	33.00%	125.54
Labor Total		**505.98**

Equipment Charges

Subtotal		462.26
MU	15.00%	69.34
Equipment Total		**531.60**

Material Charges

Subcontract Charges

Activity Total **1,037.58**

McGuire and Hester

Job Contact: Jerry Hasty (510) 593-0987

Accepted:

Customer: *Date:*

Contractor: *Date:*

Bill Total + **1,037.58**

Page 1

NTS Universal/Special Bill Form

www.ewbills.com

√

EXTRA WORK REPORT

McGUIRE HESTER CONSTRUCTION COMPANY

M&H JOB NO: 3799	
EXTRA WORK ORDER NO:	
TO: City of WoodLand	DATE OF REPORT: 7-10-15
PROJECT: Kentucky ave Sewer	DATE PERFORMED: 7-9-15

DESCRIPTION OF WORK: Demo of existing Concrete on Clay Pipe

SUMMARY OF LABOR AND EQUIPMENT

EMPL #	EMPLOYEE NAME	EQ #	EQ DESCRIPTION	TRADE	HOURS
5276	Eric Nelson			Foreman	2
6728	Erick Ramirez			LaBor	2
6931	Jose RoyNoso			LaBor	2
		2282	1 Ton Truck		2
		05020	Air compressor		2
		06027	250 Excavator		2
		80270	6X20 Shield		2
		80271	8X20 shield		2
		2179	1 Ton Truck		2

SUMMARY OF MATERIAL & SPECIALTY FORCES

McGuire & Hester Representative

7-13-15
Work Authorized by / Date

9009 RAILROAD AVENUE • OAKLAND, CA 94603 • PH 510 632 7676 • FX 510 562 5210

Contractors License No 95879

DAILY EXTRA WORK REPORT

City Of Woodland

Contractor Job: 3799 - Woodland - Kentucky Ave. Sewer Rehab
Work Performed By: McGuire and Hester
Description of Work: Remove Concrete Encasing VCP At MH #911

Change Order	**003**
Billing Number	**6.0**
Report Date	7/10/2015
Perform Date	7/10/2015

Labor Charges

	Labor ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01	5276	EW Nelson	6.00			68.870			413.22
L02	6931	J Reynoso	6.00			52.210			313.26
L03	6728	E Ramirez	6.00			48.760			292.56
L04	5895	T PASLEY	6.00			67.390			404.34

Equipment Charges

	Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01	02282	Ford F-350 Utility Pickup	6.00		26.950			161.70
E02	05020	Compressor P185 I-R	6.00		21.000			126.00
E03	06027	Kobelco 250 Excavator (55k)	6.00		121.810			730.86
E04	80270	20x6x4 Shoring Box	6.00		17.210			103.26
E05	80271	20x8x4 Shoring Box	6.00		17.210			103.26
E06	02179	Ford F350 2008 Utility	6.00		26.950			161.70

Labor Charges

RT Labor		1,423.38
SC	12.00%	170.81
OT Labor		0.00
Subtotal Labor		1,594.19
Subsistence		0.00
Other Expenses		0.00
MU	33.00%	526.08
Labor Total		**2,120.27**

Equipment Charges

Subtotal		1,386.78
MU	15.00%	208.03
Equipment Total		**1,594.81**

Material Charges

Subcontract Charges

Activity Total **3,715.08**

McGuire and Hester

Job Contact: Jerry Hasty (510) 593-0987

Accepted:

Customer: *Date:*

Contractor: *Date:*

Bill Total + **3,715.08**

Page 1

EXTRA WORK REPORT

McGUIRE HESTER CONSTRUCTION COMPANY

M&H JOB NO: 3799	
EXTRA WORK ORDER NO:	
TO: City of Woodland	DATE OF REPORT: 7-10-15
PROJECT: Kentucky ave. Sewer	DATE PERFORMED: 7-10-15

DESCRIPTION OF WORK: Demo existing concrete encasement around Pipe

SUMMARY OF LABOR AND EQUIPMENT

EMPL #	EMPLOYEE NAME	EQ #	EQ DESCRIPTION	TRADE	HOURS
5276	Eric Nelson			Foreman	6
6931	Jose Reynoso			Labor	6
6728	Erick Ramirez			Labor	6
5895	Tim Pasley			Operator	6
		2282	1 Ton Truck		6
		05020	Air compressor		6
		06027	250 Excavator		6
		80270	6x20 Shield		6
		80271	8x20 Shield		6
		2179	1 Ton Truck		6

SUMMARY OF MATERIAL & SPECIALTY FORCES

McGuire & Hester Representative

7-13-15
Work Authorized by / Date

McGUIRE HESTER Since 1926

June 16, 2015

To: **City of Woodland**
Community Development Department
300 First Street
Woodland, CA 95695

Attention: **Ed Wisniewski**

Reference: **City of Woodland – Kentucky Avenue Sewer Rehab Project – CIP 15-13**

Subject: Notice of Delay – Removal of Tuberculation within 30" Cast Iron and Ductile Iron Carrier Pipes
M&H Job #3799

Mr. Wisniewski,

As you are aware, McGuire and Hester is sending this Notice of Delay due to the inability to remove the heavy Tuberculation within the 30" carrier pipes. Sliplining will not be possible if the existing carrier pipes cannot be cleaned or reestablished to their original interior dimension. Removal of Tuberculation will require the use of "Heavy Cleaning Methods" which is not included or covered in the project plans and specifications. Per the City of Woodlands response within Addendum 1, question and answer #8 states, "Heavy cleaning measures that require the use of mechanical or robotic devices to reshape the pipe to circular are not anticipated for this contract." Furthermore, the below listed items associated to this delay will also be impacted.

1) Ability to Grout Annular Space at Location #1 and #2
   - Due to the max allowable grouting pressure of 10 psi, Pacific International Grout cannot guarantee that grouting the entire section of annular space will be possible at both locations. This was brought up by Rob Halley with Pacific International Grout during the pre-construction meeting.
   - Pacific Int. Grout stated that the minimum size grout tube that should be used during the grouting process is 1". In order for the 1" grout tube to fit in the annular space, the walls of the carrier pipe should be 100% free of any material.

2) Sag in Pipe at Location #2 (Under Kentucky Ave)
   - City of Woodland to determine if they want to proceed with sliplining this section of pipe. There may be complications during the mandrelling and sliplining process due to the sag in line.

3) CCTV/Cleaning at Location #3 Prior to CIPP Install
   - City of Woodland to provide direction to M&H regarding CCTV/Cleaning at location #3 prior to CIPP install. By doing this, it would provide valuable information regarding the current condition of the pipe, amount of effort required to clean the pipe, and identify the type of material in the pipe prior to mobilization.

1016 NORTH MARKET BLVD. SUITE #20 • SACRAMENTO • CA • 95834 • Phone (916) 372-8910 • Fax (916) 372-8916
Contractor's License No. 95879

7/16/2015

Below is a breakdown of daily compensable cost impacts associated to these delays. Effective start date for these delays is 7/15/15:

P.E. Labor -	$490.81
Mark Up 33% -	$161.97
Labor Total -	**$652.78**

Crew Truck -	$215.60
Shield 4"x6'x20' -	$ 93.20
Shield 4"x8'x20' -	$ 93.20
Shield 4"x6'x16' -	$ 40.50
Shield 4"x8'x16' -	$ 40.50
Street Plate 8x20 -	$ 8.00
Street Plate 8x16 -	$ 8.00
Street Plate 8x16 -	$ 8.00
Street Plate 8x16 -	$ 8.00
Street Plate 8x12 -	$ 8.82
Street Plate 8x12 -	$ 8.82
Street Plate 8x12 -	$ 8.82
Porta Potty -	$ 14.65
Fence Rental -	$ 17.00
Sub Total -	$753.11
Mark Up 15% -	$ 85.97
Equipment Total -	**$839.08**

Daily Total for L&E - $1,492.86

Equip. Remobilizations - $ 500.00 each

M&H looks forward to resolving the above stated issues collectively with the City of Woodland to mitigate any impacts in a timely manner. If you have any questions please feel free to contact me at 510-593-0987.

Sincerely,

MCGUIRE AND HESTER

Jerry Hasty

Jerry Hasty
Project Engineer

PCO - 005: Delay #2
($750/day from Aug. 9 thru Sept. 1, 15 days)

Specific Exclusions:

- Procurement of right-of-way agreement with Reliable Trucking, including any impact cost, etc....
- Further cleaning or removal of existing Tuberculation within the existing utilities.
- Weekend Work.
- Design, engineering and testing.
- Handling, removal or disposal of sub-surface obstructions or debris (e.g. plastic, conduits, pipes, tanks, etc.).
- Archeologist costs or fees.

Special Conditions:

- Price based on the award of a change order containing all of the items of work listed above.
- All other work not specifically included shall be considered excluded from this proposal.
- 1 each - Move-in is included in this proposal. It is anticipated that both locations will be completed during the 1mobilization in a sequence to be determined.
- This proposal is valid for thirty (30) days from receipt.
- Standard daytime shift hours are included.
- Project schedule to be reasonable and mutually agreeable to both parties to allow M&H the ability to perform its work within a reasonable and efficient manner.
- **Any and all delay cost impacts to date and ongoing associated with startup of this change order will continue to be the responsibility of the City of Woodland.**
    - **The daily delay rate is $1,500.00.**
    - **$22,500.00 in delay cost has accumulated to date thru Friday, August 7, 2015.**
    - **An additional $11,250.00 in delay cost will be accrued with an anticipated start date of September 1, 2015. Actual cost will be submitted for payment once a confirmed start date has been established.**
- **The City of Woodland shall pay, in an additional change order for the shipped 27" Vylon Slip Line in the amount of $85,000.00. Any and all additional cost to protect, load and/or relocate the pipeline shall be paid for by the City of Woodland.**
- The inclusions, exclusions, qualifications and special conditions in this proposal shall be made a part of any subsequent contract and shall supersede any previous written and, or verbal agreements.

Please do not hesitate in calling me if you have any questions.

Sincerely,

MCGUIRE AND HESTER

Hugo Gutierrez
Project Manager

PROGRESS PAYMENT VOUCHER

Setup & Contract Analysis

Note: Shaded areas indicate input fields

Job No	3799	**Owner Name**	City of Woodland - Community Dev. Dept.
M&H P.M.	Jerry Hasty	**Address**	300 First Street
Contract No.	CIP 15-13	**City/State/Zip**	Woodland, Ca. 95202
		Field contact	Ed Wisniewski Ph # 530-661-5975
		A/R contact	Ph #
Date	07/27/15	**Fax #**	

Job Name Kentucky Avenue Sewer Rehabilitation CIP 15-13

Re-negotiate unit cost on changes over 25%

Analysis

Bid Item	Description	Unit	Qty	Unit Cost	Contract Amount	M&H Est. Qty @ Complete	M&H Est. Revenue @ Complete	Work Over/(Under) Contract	% Var	
Original Contract										**SEE MORE DIRECTIONS BELOW.**
1	Mobilization	LS	1	40,000.00	40,000.00	1	40,000.00			
2	CCTV Inspection and Cleaning	LS	1	8,000.00	8,000.00	1	8,000.00			
3	Dewatering	LS	1	10,000.00	10,000.00	1	10,000.00			
4	Traffic Control and Implementation	LS	1	20,000.00	20,000.00	1	20,000.00			
	INTERSTATE 5 CROSSING									
5	27" Sliplined into 30" Cast Iron	LF	370	330.00	122,100.00	7	2,310.00	(119,790)	-98%	* Deduct of Bid Item due to redesign. Minus potholing.
6	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00	0.20	1,800.00	(7,200)	-80%	** Deduct as there no longer need to complete 100%. 20% for saddle work.
7	Grout Annular Space and Bulk Heads	CY	36	280.00	10,080.00			(10,080)	-100%	*** Not required due to redesign.
8	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
9	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
10	Re-set Chain Link Fence	LF	20	100.00	2,000.00	20	2,000.00			
11	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)		*** Deduct of 25% of MH install to restore.
	KENTUCKY AVE CROSSING									
12	27" Sliplined into 30" Cast Iron	LF	188	330.00	62,040.00	7	2,310.00	(59,730)	-96%	**** Deduct of Bid Item due to redesign. Minus Potholing.
13	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00			(9,000)	-100%	***** Complete deduct.
14	Grout Annular Space and Bulk Heads	CY	18	280.00	5,040.00			(5,040)	-100%	****** Complete deduct.
15	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
16	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
17	Embankment Protection and Reshaping	LS	1	3,600.00	3,600.00	1	3,600.00			
18	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)	-75%	****** Deduct of 25% of MH install to restore.
	PIONEER AVENUE CROSSING									
19	CIPP Liner in Within 27" Cast Iron Pipe	LF	160	420.00	67,200.00	160	67,200.00			
20	Temp. Sewer Bypass Pumping System	LS	1	30,000.00	30,000.00	1	30,000.00			

Original Contract	**$498,560.00**	Projected Contract Revenue at Completion	$260,345.00
		Delta from Original Contract	($238,215.00)

M & H Extra Work and Approved Owner Change Orders

M&H #	Description	* Addl. Days	Owner CO #	Status	Amount
1	Remove Oak Tree at end of Paddock Place		01	Approved	5,670.00
2	Compensable Railroad Right-Of-Way Delay	30	02	Approved	7,770.50
3	**Remove Concrete Cap at SMH 911**			**Approved**	**13,128.20**
4	**Delay thru 8/7/2015 $1,500 a day**	**30**		**Approved**	**22,500.00**
5	**Delay Cost 8/10 -9/1 - Anticipated CIPP St**	**15**		**Approved**	**11,250.00**
6	**Vylon Pipe Buy only. No Relocation Cost**	1		Approved	85,000.00
7	CIPP Location #01 & #2 - Proposal			Approved	217,500.00

Total Addl. Days 76.0 **$362,818.70** **Appvd. CO's** **$362,818.70**

Recognized Pending CO Amount in Contract

Calculation of Liquidated Damages (update this monthly)

Contract days are based on	C		
Contract start date	5/4/2015		
* Contract days allowed	90.0	Daily L.D. cost	$ 2,000
C.O. days allowed	76.0	L.D. by "W"or"C"	C
* Holiday days allowed		Est. completion	09/01/31
Weather Days Allowed		Calculated L.D.'s	
Allowed finish date	10/17/15		

Owner imposed penalties	
Potential L.D.'s	
Proj. Revenue at Compl.	**$623,163.70**
Req. CO Amt. Outstanding	

PCO - 006: Vylon Pipe (Material and Off-load)

Specific Exclusions:

- Procurement of right-of-way agreement with Reliable Trucking, including any impact cost, etc....
- Further cleaning or removal of existing Tuberculation within the existing utilities.
- Weekend Work.
- Design, engineering and testing.
- Handling, removal or disposal of sub-surface obstructions or debris (e.g. plastic, conduits, pipes, tanks, etc.).
- Archeologist costs or fees.

Special Conditions:

- Price based on the award of a change order containing all of the items of work listed above.
- All other work not specifically included shall be considered excluded from this proposal.
- 1 each - Move-in is included in this proposal. It is anticipated that both locations will be completed during the 1mobilization in a sequence to be determined.
- This proposal is valid for thirty (30) days from receipt.
- Standard daytime shift hours are included.
- Project schedule to be reasonable and mutually agreeable to both parties to allow M&H the ability to perform its work within a reasonable and efficient manner.
- **Any and all delay cost impacts to date and ongoing associated with startup of this change order will continue to be the responsibility of the City of Woodland.**
    - **The daily delay rate is $1,500.00.**
    - **$22,500.00 in delay cost has accumulated to date thru Friday, August 7, 2015.**
    - **An additional $11,250.00 in delay cost will be accrued with an anticipated start date of September 1, 2015.** **Actual cost will be submitted for payment once a confirmed start date has been established.**
- **The City of Woodland shall pay, in an additional change order for the shipped 27" Vylon Slip Line in the amount of $85,000.00. Any and all additional cost to protect, load and/or relocate the pipeline shall be paid for by the City of Woodland.**
- The inclusions, exclusions, qualifications and special conditions in this proposal shall be made a part of any subsequent contract and shall supersede any previous written and, or verbal agreements.

Please do not hesitate in calling me if you have any questions.

Sincerely,

MCGUIRE AND HESTER

Hugo Gutierrez
Project Manager

PROGRESS PAYMENT VOUCHER
Setup & Contract Analysis

Note: Shaded areas indicate input fields

Job No	3799	Owner Name	City of Woodland - Community Dev. Dept.		
M&H P.M.	Jerry Hasty	Address	300 First Street		
Contract No.	CIP 15-13	City/State/Zip	Woodland	Ca.	95202
		Field contact	Ed Wisniewski	Ph #	530-661-5975
		A/R contact		Ph #	
Date	07/27/15	Fax #			

Job Name: Kentucky Avenue Sewer Rehabilitation CIP 15-13

Re-negotiate unit cost on changes over: 25%

Bid Item	Description	Unit	Qty	Unit Cost	Contract Amount	Analysis: M&H Est. Qty @ Complete	M&H Est. Revenue @ Complete	Work Over/(Under) Contract	% Var	
Original Contract										SEE MORE DIRECTIONS BELOW.
1	Mobilization	LS	1	40,000.00	40,000.00	1	40,000.00			
2	CCTV Inspection and Cleaning	LS	1	8,000.00	8,000.00	1	8,000.00			
3	Dewatering	LS	1	10,000.00	10,000.00	1	10,000.00			
4	Traffic Control and Implementation	LS	1	20,000.00	20,000.00	1	20,000.00			
	INTERSTATE 5 CROSSING									
5	27" Sliplined into 30" Cast Iron	LF	370	330.00	122,100.00	7	2,310.00	(119,790)	-98%	* Deduct of Bid Item due to redesign. Minus potholing.
6	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00	0.20	1,800.00	(7,200)	-80%	** Deduct as there no longer need to complete 100%. 20% for saddle work.
7	Grout Annular Space and Bulk Heads	CY	36	280.00	10,080.00			(10,080)	-100%	*** Not required due to redesign.
8	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
9	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
10	Re-set Chain Link Fence	LF	20	100.00	2,000.00	20	2,000.00			
11	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)		*** Deduct of 25% of MH install to restore.
	KENTUCKY AVE CROSSING									
12	27" Sliplined into 30" Cast Iron	LF	188	330.00	62,040.00	7	2,310.00	(59,730)	-96%	**** Deduct of Bid Item due to redesign. Minus Potholing.
13	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00			(9,000)	-100%	***** Complete deduct.
14	Grout Annular Space and Bulk Heads	CY	18	280.00	5,040.00			(5,040)	-100%	****** Complete deduct.
15	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
16	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
17	Embankment Protection and Reshaping	LS	1	3,600.00	3,600.00	1	3,600.00			
18	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)	-75%	****** Deduct of 25% of MH install to restore.
	PIONEER AVENUE CROSSING									
19	CIPP Liner in Within 27" Cast Iron Pipe	LF	160	420.00	67,200.00	160	67,200.00			
20	Temp. Sewer Bypass Pumping System	LS	1	30,000.00	30,000.00	1	30,000.00			
				Original Contract	$498,560.00	Projected Contract Revenue at Completion	$260,345.00	($238,215.00)	Delta from Original Contract	

M & H Extra Work and Approved Owner Change Orders

M&H #	Description	* Addl. Days	Owner CO #	Status	Amount
1	Remove Oak Tree at end of Paddock Place		01	Approved	5,670.00
2	Compensable Railroad Right-Of-Way Delay	30	02	Approved	7,770.50
3	**Remove Concrete Cap at SMH 911**			**Approved**	**13,128.20**
4	**Delay thru 8/7/2015 $1,500 a day**	**30**		**Approved**	**22,500.00**
5	**Delay Cost 8/10 -9/1 - Anticipated CIPP St**	**15**		**Approved**	**11,250.00**
6	**Vylon Pipe Buy only. No Relocation Cost**	1		Approved	85,000.00
7	CIPP Location #01 & #2 - Proposal			Approved	217,500.00
	Total Addl. Days	76.0			$362,818.70

Appvd. CO's	$362,818.70
Recognized Pending CO Amount in Contract	

Calculation of Liquidated Damages (update this monthly)

Contract days are based on	C		
Contract start date	5/4/2015		
* Contract days allowed	90.0	Daily L.D. cost	$ 2,000
C.O. days allowed	76.0	L.D. by "W"or"C"	C
* Holiday days allowed		Est. completion	09/01/31
Weather Days Allowed		Calculated L.D.'s	
Allowed finish date	10/17/15		

Owner imposed penalties	
Potential L.D.'s	
Proj. Revenue at Compl.	$623,163.70
Req. CO Amt. Outstanding	

PRIME CONDUIT INC.

ORIGINAL INVOICE

Remit To:
PRIME CONDUIT INC.
P.O. BOX 504763
SAINT LOUIS MO
63150-4763
(405)670-2266

Upc Vendor No.	Invoice Date	Reference No.	Invoice No.
000000	07/06/2015	2239972	93747082
Selling Agent	**Entered Date**	**Purchase Ord.**	**Page No.**
297-0001	04/22/2015	P3799-01	1

Invoice To: 113435	Ship To: 141570	Sold To: 113435
MCGUIRE AND HESTER 9009 RAILROAD AVE OAKLAND CA 94603	MCGUIRE & HESTER PADDOCK PLACE & STABLE CT WOODLAND CA 95695	MCGUIRE AND HESTER 9009 RAILROAD AVE OAKLAND CA 94603

Shipping Point	VIA	Date Shipped	Inco Terms
Oklahoma City, OK 73135	UNITED VISION LOGISTICS	07/06/2015	ZPC

CATALOG NUMBER AND DESCRIPTION

Upc Item Number	Quantity Ordered	Quantity Backorder	Quantity Shipped	Qty U/M	Unit Price	Price U/M	Discount	Amount
0010 33527SL-003 27" X 3 FT VYLON SLIPLINER								
00000	576		288	FT	114.45	E	0.0000	32961.60 USD
0030 GL-45 Glycerin based P-joint Lub (VSL-45-5)								
034481	2	288-	2	EA	0.00		0.0000	0.00 USD

RECEIVED
JUL 10 2015
MCGUIRE AND HESTER

MERCHANDISE TOTAL	**32,961.60 USD**
TAXES	**2,719.33**
FREIGHT CHARGES	**4,404.00**
INVOICE TOTAL	**40,084.93 USD**

CASH DISCOUNT 0.00 **IF PAID BY 08/05/2015**

INVOICE NOTES :
Pro Number : SILVER SAGE #108

TERMS OF PAYMENT: Up to 08/05/2015 without deduction
INCO TERMS: ZPC

Prime Conduit Inc. reserves the right to round up to the nearest package quantity

Please refer to terms and conditions of sale at:
http://www.primeconduit.com/ContactUs.php

PRIME CONDUIT INC.

ORIGINAL INVOICE

Remit To:
PRIME CONDUIT INC.
P.O. BOX 504763
SAINT LOUIS MO
63150-4763
(405)670-2266

Upc Vendor No.	**Invoice Date**	**Reference No.**	**Invoice No.**
000000	07/06/2015	2239972	93747010
Selling Agent	**Entered Date**	**Purchase Ord.**	**Page No.**
297-0001	04/22/2015	P3799-01	1

Invoice To: 113435	**Ship To: 141570**	**Sold To: 113435**
MCGUIRE AND HESTER	MCGUIRE & HESTER	MCGUIRE AND HESTER
9009 RAILROAD AVE	PADDOCK PLACE & STABLE CT	9009 RAILROAD AVE
OAKLAND CA 94603	WOODLAND CA 95695	OAKLAND CA 94603

Shipping Point	**VIA**	**Date Shipped**	**Inco Terms**
Oklahoma City, OK 73135	UNITED VISION LOGISTICS	07/06/2015	ZPC

CATALOG NUMBER AND DESCRIPTION

Upc Item Number	**Quantity Ordered**	**Quantity Backorder**	**Quantity Shipped**	**Qty U/M**	**Unit Price**	**Price U/M**	**Discount**	**Amount**
0010 33527SL-003 27" X 3 FT VYLON SLIPLINER								
00000	576	288	288	FT	114.45	E	0.0000	32961.60 USD
0020 33527PP-001 27" VYLON SLIPLINER PUSH PLATE								
18568	2		2	EA	93.00	E	0.0000	186.00 USD

RECEIVED
JUL 10 2015
MCGUIRE AND HESTER

MERCHANDISE TOTAL	**33,147.60 USD**
TAXES	**2,734.68**
FREIGHT CHARGES	**4,420.00**
INVOICE TOTAL	**40,302.28 USD**

CASH DISCOUNT **0.00** **IF PAID BY 08/05/2015**

INVOICE NOTES :
Pro Number : BT EXP 492483

TERMS OF PAYMENT: Up to 08/05/2015 without deduction
INCO TERMS: ZPC

Prime Conduit Inc. reserves the right to
round up to the nearest package quantity

Please refer to terms and conditions of sale at:
http://www.primeconduit.com/ContactUs.php

M^c^GUIRE HESTER

Since 1926

August 4, 2015

City of Woodland
Community Development Department
300 First Street
Woodland, CA 95695

Attention: **Ed Wisniewski**

Reference: **City of Woodland – Kentucky Avenue Sewer Rehab Project – CIP 15-13**

Subject: 30" CIPP Installation at Locations #1 & #2- (SMH 911 - SMH 910) & (SMH 909 - SMH 2067).
M&H Job #3799

Mr. Wisniewski,

As direct by the City of Woodland, at the projects weekly progress meeting dated August 4, 2015, below is a detailed cost breakdown for installation of a 30" CIPP liner within the existing 30" Cast Iron and Ductile Iron utilities at location #1, (SMH 911 to SMH 910), and location #2, (SMH 909 to SMH 2067).

Specific Inclusions: Installation of CIPP from SMH 911 to SMH 910 – Location #1 Hwy 5 Crossing:

- Installation of bypass pumps and equipment at SMH 912 to SMH 909.
- Bypass System Includes the following;
  - Anticipated 1.5 million gallon per day.
  - Approximately 1,200 Linear Feet of 8" Victaulic Aluminum pipe.
  - (2 each) DV-150 ISA (Sound attenuated) pumping units.
    - System includes one (1) primary pump and one (1) back-up pump.
  - Individual suction hose connected to primary and backup pumps, and common discharge through aluminum pipe.
- Re-establish the carrier pipeline @ SMH 911 with a 30" C905 Pipe Encased with a Concrete Cap/Plug.
- Setting and removing a block plug at the downstream end of SMH 912.
- Traffic Control.
- Monitoring of bypass system.
- Pre-Clean/CCTV inspect pipe prior to installing the 30" CIPP.
  - ***** Pipeline Tuberculation will remain as it exists**.
- Install 360 LF of CIPP.
- Post-Clean/CCTV inspect pipe after CIPP installation.
- Clean and remove all bypass equipment and materials.

Specific Inclusions: Installation of CIPP from SMH 909 to SMH 2067 – Location #2 Kentucky Avenue:

- Installation of bypass pumps and equipment at SMH 912 to SMH 902.
- Bypass System Includes the following;
  - Anticipated 1.5 million gallon per day.
  - Approximately 1,200 Linear Feet of 8" Victaulic Aluminum pipe.
  - (2 each) DV-150 ISA (Sound attenuated) pumping units.

- System includes one (1) primary pump and one (1) back-up pump.
  - Individual suction hose connected to primary and backup pumps, and common discharge through aluminum pipe.
- Setting and removing a block plug at the downstream end of SMH 910.
- Traffic Control.
- Monitoring of bypass system.
- Pre-Clean/CCTV inspect pipe prior to installing the 30" CIPP.
  - ***** Pipeline Tuberculation will remain as it exists.**
- Install 360 LF of CIPP.
- Post-Clean/CCTV inspect pipe after CIPP installation.
- Clean and remove all bypass equipment and materials.

<u> Location #2 – Kentucky Avenue;</u>**

- Right Away access agreement and/or permit with Reliable Trucking shall be procured by the City of Woodland.
- Installation of the bypass system will require removal and replacement of Reliable Trucking's concrete driveway, (approximately 2' wide x 1' deep x 50' long), to allow temporary access for the 8" bypass systems utility discharge line.
- Demolition and Replacement of the concrete drive way is included in our proposal.
  - Construction of Driveway includes the following.
    - 12" Concrete Section by 24" wide by 50' long, approximately 5 CY.
    - ½" Rebar Dowels at 12" on-center.
    - #4 Rebar Matting at 12" on-center.
    - Standard 3,000 PSI Concrete Mix. No Lamp Black or other additives included.
    - Standard broom Finish.
    - Concrete will be poured back on a Friday to limit access and allow for curing.
    - M&H requires - 1 Friday Shift and 2 Weekend Cure Days, to complete the driveway.

Total Cost to complete location #1 & #2: $217,500.00.

<u>FINAL UNIT ITEM QUANTITIES DUE TO CHANGES: (See attached the Projected Final Billing, Pending a Sept 1 Start).</u>

Original Contract

SEE MORE DIRECTIONS BELOW.

1	Mobilization	LS	1	40,000.00	40,000.00	1	40,000.00			
2	CCTV Inspection and Cleaning	LS	1	8,000.00	8,000.00	1	8,000.00			
3	Dewatering	LS	1	10,000.00	10,000.00	1	10,000.00			
4	Traffic Control and Implementation	LS	1	20,000.00	20,000.00	1	20,000.00			
	<u>INTERSTATE 5 CROSSING</u>									
5	27" Sliplined into 30" Cast Iron	LF	370	330.00	122,100.00	7	2,310.00	(119,790)	-98%	* Deduct of Bid Item due to redesign. Minus potholing.
6	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00	0.20	1,800.00	(7,200)	-80%	** Deduct as there no longer need to complete 100%. 20% for saddle work.
7	Grout Annular Space and Bulk Heads	CY	36	280.00	10,080.00			(10,080)	-100%	*** Not required due to redesign.
8	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
9	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
10	Re-set Chain Link Fence	LF	20	100.00	2,000.00	20	2,000.00			
11	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)		*** Deduct of 25% of MH install to restore.
	<u>KENTUCKY AVE CROSSING</u>									
12	27" Sliplined into 30" Cast Iron	LF	188	330.00	62,040.00	7	2,310.00	(59,730)	-96%	**** Deduct of Bid Item due to redesign. Minus Potholing.
13	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00			(9,000)	-100%	***** Complete deduct.
14	Grout Annular Space and Bulk Heads	CY	18	280.00	5,040.00			(5,040)	-100%	****** Complete deduct.
15	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
16	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
17	Embankment Protection and Reshaping	LS	1	3,600.00	3,600.00	1	3,600.00			
18	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)	-75%	****** Deduct of 25% of MH install to restore.
	<u>PIONEER AVENUE CROSSING</u>									
19	CIPP Liner in Within 27" Cast Iron Pipe	LF	160	420.00	67,200.00	160	67,200.00			
20	Temp. Sewer Bypass Pumping System	LS	1	30,000.00	30,000.00	1	30,000.00			

Specific Exclusions:

- Procurement of right-of-way agreement with Reliable Trucking, including any impact cost, etc....
- Further cleaning or removal of existing Tuberculation within the existing utilities.
- Weekend Work.
- Design, engineering and testing.
- Handling, removal or disposal of sub-surface obstructions or debris (e.g. plastic, conduits, pipes, tanks, etc.).
- Archeologist costs or fees.

Special Conditions:

- Price based on the award of a change order containing all of the items of work listed above.
- All other work not specifically included shall be considered excluded from this proposal.
- 1 each - Move-in is included in this proposal. It is anticipated that both locations will be completed during the 1mobilization in a sequence to be determined.
- This proposal is valid for thirty (30) days from receipt.
- Standard daytime shift hours are included.
- Project schedule to be reasonable and mutually agreeable to both parties to allow M&H the ability to perform its work within a reasonable and efficient manner.
- **Any and all delay cost impacts to date and ongoing associated with startup of this change order will continue to be the responsibility of the City of Woodland.**
    - **The daily delay rate is $1,500.00.**
    - **$22,500.00 in delay cost has accumulated to date thru Friday, August 7, 2015.**
    - **An additional $11,250.00 in delay cost will be accrued with an anticipated start date of September 1, 2015. Actual cost will be submitted for payment once a confirmed start date has been established.**
- **The City of Woodland shall pay, in an additional change order for the shipped 27" Vylon Slip Line in the amount of $85,000.00. Any and all additional cost to protect, load and/or relocate the pipeline shall be paid for by the City of Woodland.**
- The inclusions, exclusions, qualifications and special conditions in this proposal shall be made a part of any subsequent contract and shall supersede any previous written and, or verbal agreements.

Please do not hesitate in calling me if you have any questions.

Sincerely,

MCGUIRE AND HESTER

Hugo Gutierrez
Project Manager

PROGRESS PAYMENT VOUCHER

Setup & Contract Analysis

Note: Shaded areas indicate input fields

Job No	3799	**Owner Name**	City of Woodland - Community Dev. Dept.
M&H P.M.	Jerry Hasty	**Address**	300 First Street
Contract No.	CIP 15-13	**City/State/Zip**	Woodland, Ca. 95202
		Field contact	Ed Wisniewski — Ph # 530-661-5975
		A/R contact	Ph #
Date	07/27/15	**Fax #**	

Job Name Kentucky Avenue Sewer Rehabilitation CIP 15-13

Re-negotiate unit cost on changes over 25%

Bid Item	Description	Unit	Qty	Unit Cost	Contract Amount	Analysis: M&H Est. Qty @ Complete	M&H Est. Revenue @ Complete	Work Over/(Under) Contract	% Var	
Original Contract										**SEE MORE DIRECTIONS BELOW.**
1	Mobilization	LS	1	40,000.00	40,000.00	1	40,000.00			
2	CCTV Inspection and Cleaning	LS	1	8,000.00	8,000.00	1	8,000.00			
3	Dewatering	LS	1	10,000.00	10,000.00	1	10,000.00			
4	Traffic Control and Implementation	LS	1	20,000.00	20,000.00	1	20,000.00			
	INTERSTATE 5 CROSSING									
5	27" Sliplined into 30" Cast Iron	LF	370	330.00	122,100.00	7	2,310.00	(119,790)	-98%	* Deduct of Bid Item due to redesign. Minus potholing.
6	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00	0.20	1,800.00	(7,200)	-80%	** Deduct as there no longer need to complete 100%. 20% for saddle work.
7	Grout Annular Space and Bulk Heads	CY	36	280.00	10,080.00			(10,080)	-100%	*** Not required due to redesign.
8	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
9	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
10	Re-set Chain Link Fence	LF	20	100.00	2,000.00	20	2,000.00			
11	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)		*** Deduct of 25% of MH install to restore.
	KENTUCKY AVE CROSSING									
12	27" Sliplined into 30" Cast Iron	LF	188	330.00	62,040.00	7	2,310.00	(59,730)	-96%	**** Deduct of Bid Item due to redesign. Minus Potholing.
13	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00			(9,000)	-100%	***** Complete deduct.
14	Grout Annular Space and Bulk Heads	CY	18	280.00	5,040.00			(5,040)	-100%	****** Complete deduct.
15	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
16	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
17	Embankment Protection and Reshaping	LS	1	3,600.00	3,600.00	1	3,600.00			
18	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)	-75%	****** Deduct of 25% of MH install to restore.
	PIONEER AVENUE CROSSING									
19	CIPP Liner in Within 27" Cast Iron Pipe	LF	160	420.00	67,200.00	160	67,200.00			
20	Temp. Sewer Bypass Pumping System	LS	1	30,000.00	30,000.00	1	30,000.00			
				Original Contract	$498,560.00	Projected Contract Revenue at Completion	$260,345.00	($238,215.00)	Delta from Original Contract	

M & H Extra Work and Approved Owner Change Orders

M&H #	Description	* Addl. Days	Owner CO #	Status	Amount
1	Remove Oak Tree at end of Paddock Place		01	Approved	5,670.00
2	Compensable Railroad Right-Of-Way Delay	30	02	Approved	7,770.50
3	**Remove Concrete Cap at SMH 911**			**Approved**	**13,128.20**
4	**Delay thru 8/7/2015 $1,500 a day**	**30**		**Approved**	**22,500.00**
5	**Delay Cost 8/10 -9/1 - Anticipated CIPP St**	**15**		**Approved**	**11,250.00**
6	**Vylon Pipe Buy only. No Relocation Cost**	1		Approved	85,000.00
7	CIPP Location #01 & #2 - Proposal			Approved	217,500.00

Total Addl. Days 76.0 — **$362,818.70** — **Appvd. CO's** $362,818.70

Recognized Pending CO Amount in Contract

Calculation of Liquidated Damages (update this monthly)

Contract days are based on	C		
Contract start date	5/4/2015		
* Contract days allowed	90.0	Daily L.D. cost	$ 2,000
C.O. days allowed	76.0	L.D. by "W"or"C"	C
* Holiday days allowed		Est. completion	09/01/31
Weather Days Allowed		Calculated L.D.'s	
Allowed finish date	10/17/15		

Owner imposed penalties	
Potential L.D.'s	
Proj. Revenue at Compl.	$623,163.70
Req. CO Amt. Outstanding	

PROGRESS PAYMENT VOUCHER
Setup & Contract Analysis

PCO - 008: Credit for Slipline Work Removed from Contract

Note: Shaded areas indicate input fields

Job No	3799	Owner Name	City of Woodland - Community Dev. Dept.	
M&H P.M.	Jerry Hasty	Address	300 First Street	
Contract No.	CIP 15-13	City/State/Zip	Woodland	Ca. 95202
		Field contact	Ed Wisniewski	Ph # 530-661-5975
		A/R contact		Ph #
Date	07/27/15	Fax #		

Job Name: Kentucky Avenue Sewer Rehabilitation CIP 15-13

Re-negotiate unit cost on changes over 25%

Bid Item	Description	Unit	Qty	Unit Cost	Contract Amount	Analysis: M&H Est. Qty @ Complete	M&H Est. Revenue @ Complete	Work Over/(Under) Contract	% Var	
	Original Contract									SEE MORE DIRECTIONS BELOW.
1	Mobilization	LS	1	40,000.00	40,000.00	1	40,000.00			
2	CCTV Inspection and Cleaning	LS	1	8,000.00	8,000.00	1	8,000.00			
3	Dewatering	LS	1	10,000.00	10,000.00	1	10,000.00			
4	Traffic Control and Implementation	LS	1	20,000.00	20,000.00	1	20,000.00			
	INTERSTATE 5 CROSSING									
5	27" Sliplined into 30" Cast Iron	LF	370	330.00	122,100.00	7	2,310.00	(119,790)	-98%	* Deduct of Bid Item due to redesign. Minus potholing.
6	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00	0.20	1,800.00	(7,200)	-80%	** Deduct as there no longer need to complete 100%. 20% for saddle work.
7	Grout Annular Space and Bulk Heads	CY	36	280.00	10,080.00			(10,080)	-100%	*** Not required due to redesign.
8	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
9	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
10	Re-set Chain Link Fence	LF	20	100.00	2,000.00	20	2,000.00			
11	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)		*** Deduct of 25% of MH install to restore.
	KENTUCKY AVE CROSSING									
12	27" Sliplined into 30" Cast Iron	LF	188	330.00	62,040.00	7	2,310.00	(59,730)	-96%	**** Deduct of Bid Item due to redesign. Minus Potholing.
13	Form Saddle for Carrier Pipe	EA	1	9,000.00	9,000.00			(9,000)	-100%	***** Complete deduct.
14	Grout Annular Space and Bulk Heads	CY	18	280.00	5,040.00			(5,040)	-100%	****** Complete deduct.
15	Pipline Access Pit	LS	1	30,000.00	30,000.00	1	30,000.00			
16	Revegitation	LS	1	2,000.00	2,000.00	1	2,000.00			
17	Embankment Protection and Reshaping	LS	1	3,600.00	3,600.00	1	3,600.00			
18	Remove and Reset Manhole	EA	1	18,250.00	18,250.00	0.25	4,562.50	(13,688)	-75%	****** Deduct of 25% of MH install to restore.
	PIONEER AVENUE CROSSING									
19	CIPP Liner in Within 27" Cast Iron Pipe	LF	160	420.00	67,200.00	160	67,200.00			
20	Temp. Sewer Bypass Pumping System	LS	1	30,000.00	30,000.00	1	30,000.00			
				Original Contract	$498,560.00	Projected Contract Revenue at Completion	$260,345.00	($238,215.00)	Delta from Original Contract	

M & H Extra Work and Approved Owner Change Orders

M&H #	Description	* Addl. Days	Owner CO #	Status	Amount
1	Remove Oak Tree at end of Paddock Place		01	Approved	5,670.00
2	Compensable Railroad Right-Of-Way Delay	30	02	Approved	7,770.50
3	**Remove Concrete Cap at SMH 911**			**Approved**	**13,128.20**
4	**Delay thru 8/7/2015 $1,500 a day**	**30**		**Approved**	**22,500.00**
5	**Delay Cost 8/10 -9/1 - Anticipated CIPP St**	**15**		**Approved**	**11,250.00**
6	**Vylon Pipe Buy only. No Relocation Cost**	1		Approved	85,000.00
7	CIPP Location #01 & #2 - Proposal			Approved	217,500.00
	Total Addl. Days	76.0			$362,818.70

Appvd. CO's	$362,818.70
Recognized Pending CO Amount in Contract	
Owner imposed penalties	
Potential L.D.'s	
Proj. Revenue at Compl.	$623,163.70
Req. CO Amt. Outstanding	

Calculation of Liquidated Damages (update this monthly)

Contract days are based on	C		
Contract start date	5/4/2015		
* Contract days allowed	90.0	Daily L.D. cost	$ 2,000
C.O. days allowed	76.0	L.D. by "W"or"C"	C
* Holiday days allowed		Est. completion	09/01/31
Weather Days Allowed		Calculated L.D.'s	
Allowed finish date	10/17/15		

File #: 16-056, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement

Recommendation for Action: Staff recommends that the City Council:

1. Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; and
2. Approve Resolution No. _____, authorizing the City Manager to execute a 5-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

Staff Contact

J Kimura, Senior Application Analyst - (530) 661-7977, j.kimura@cityofwoodland.org

Fiscal Impact

The recommendation would authorize the City Manager to extend the existing Maintenance and Support Level agreement with Tyler Technologies for a 5-year term, in an amount not to exceed $120,000 per year. Funding for this is provided in the budget through existing appropriations within the Information Technology budget.

Background

This is a support services contract with Tyler Technologies, Inc. for a Maintenance and Support Level Agreement as described in the original contract, executed on September 1, 2009.

Tyler Technologies, Inc., is the vendor for the City's Enterprise Resource Planning (ERP) software. This is an enterprise system to manage core functions of our City government such as Finance, Utility Billing, Permitting, Business Licensing, and Payroll.

The Maintenance and Support Level Agreement describes in detail the expectations of support and software updates. Our agreement also includes annual analysis of our Application and Database environment. This analysis performs recommended tasks, including backup recovery verification and establishes a stable base from which further system support can be provided.

Our Agreement also includes Registration to the Annual User Conference.

Conclusion

Staff recommends the City Council direct staff to:

1. Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; and
2. Approve Resolution No. _____, authorizing the City Manager to execute a 5-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

Prepared by: J Kimura, Senior Application Analyst

Paul Navazio

Paul Navazio, City Manager

Attachments: Tyler Technologies, Inc., Resolution, and Tyler Technologies, Inc., Original Contract

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING EXTENDING AN EXISTING AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR MAINTENANCE AND SUPPORT LEVEL

WHEREAS, the City of Woodland wishes to extend an existing agreement an additional five years with Tyler Technologies, Inc., for Maintenance and Support Level ("Agreement"); and

WHEREAS, this agreement will be valid until June 30, 2020; and

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

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

<u>Section 1</u>. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

City of Woodland – Tyler Technologies Agreement

This agreement ("Agreement") is made this ____ day of ____, 2009 ("Effective Date") by and between Tyler Technologies, Inc. with offices at 1100 Oakesdale Avenue SW, Renton, Washington 98057 ("Tyler") and the City of Woodland with offices at 300 First Street, Woodland, California 95695 ("City").

WHEREAS, the City desires the services of Tyler in conjunction with the purchase and implementation of Tyler EDEN software product, along with associated consulting and professional services; and

WHEREAS, Tyler has presented a proposal for such services to the City, dated July 11, 2008 (incorporated by reference as Exhibit 6) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section A – General Terms and Conditions

1. **Scope of Work**. Tyler shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit 5. This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. **Independent Contractor**. Tyler enters into this Agreement as an independent contractor and not as an employee of the City. Tyler shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Tyler are employees, agents, contractors or subcontractors of Tyler and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Tyler by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

   Tyler agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

3. **Time of Performance**. The services of Tyler are to commence upon execution of this Agreement by, and receipt of written notice to proceed from City, and shall be undertaken and completed in a prompt and timely manner.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Agreement for an additional period not to exceed the lesser of one year or the original term of this Agreement, provided the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section A, Article 4, "Compensation".

4. **Compensation**.
   - **a.** Tyler shall be paid in accordance with the Fee and Payment Schedule, attached hereto and incorporated herein by this reference as Exhibit 4, for Tyler's contracted fees, but in no event shall total compensation exceed Seven Hundred Twenty Five Thousand, Eight Hundred Seventy Dollars($725,870), for and based on the scope of services outlined in the Statement of Work attached to this Agreement, and further provided that (i) Client fully and timely performs all its responsibilities set forth in the Statement of Work and any Project Plan mutually developed there under, (ii) all assumptions set forth in the Data Conversion Process are realized; and (iii) in the event the City requires additional products or services not included in the Investment Summary, the not-to-exceed figure shall not apply. Notwithstanding the foregoing, if force majeure or catastrophic events occur beyond the reasonable control of Tyler and without fault or negligence of Tyler, the parties agree to negotiate in good faith additional fees (including but not limited to travel expenses) to be paid to Tyler.

   - **b.** Travel will be billed in accordance with Tyler's then current "Business Travel Policy" attached hereto as Exhibit 3. Notwithstanding the foregoing, Tyler shall apply the terms of Tyler's current Business Policy throughout the duration of City's implementation, with the exception of the mileage rates and per diem, which shall follow the standard market fluctuation. The federal daily per diem rate for Yolo County will apply to reimbursement of meals. In the event the City negotiates a special rate with a local hotel, City shall notify Tyler and Tyler will make best efforts to utilize the preferred accommodations.

   - **c.** City shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received City's notice of termination. Payment for products, services, and expenses in dispute will be determined in accordance with the dispute resolution process.

5. **Termination**.
   - **a.** Termination for Convenience. This Agreement may be terminated, without cause, at any time by the City upon thirty (30) days' written notice. In the event of termination for convenience, Tyler shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work delivered, notwithstanding Tyler copyright or trademark information as specified in Section A, Article 30 "Ownership" hereunder.
   - **b.** Termination for Cause. In the event of Tyler's failure to perform under this Agreement, City shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, City will have the right to terminate this Agreement. Upon such termination, City shall pay

Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received City's notice of termination. Payment for products, services, and expenses in dispute will be determined in accordance with the dispute resolution process.

c. The obligations of this Agreement relating to Tyler's obligations to defend and indemnify the City shall survive any termination of this Agreement.

d. Notwithstanding any provisions of this Agreement, Tyler shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Tyler, and the City may withhold any disputed payments due to Tyler until such time as the exact amount of damages, if any, due the City from Tyler is determined.

6. Changes. The City may, from time to time, request changes in the scope of the services of Tyler to be performed hereunder. Such changes, including any increase or decrease in the amount of Tyler's compensation and/or changes in the schedule must be authorized in advance by the City, in writing. Mutually agreed changes shall be incorporated in written amendments to this Agreement, or the attached Scope of Work. Notwithstanding the foregoing, City shall pay Tyler for all products and services delivered prior to notice of said change in accordance with the agreed upon payment schedule as set forth in Exhibit 4.

7. Extensions of Time. Either Party may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall, if granted, be authorized in advance by the non-requesting party in writing and shall be incorporated in written amendments to this Agreement or the attached Scope of Work. In the event either party cancels services less than two (2) weeks in advance, the requestor is liable to the non-requesting party for all non-refundable expenses incurred on the requestor’s behalf, provided that the non-requesting party provides a detailed invoiceof such expenses within thirty (30) days of the cancellation of such services.

8. Compliance with Local Law. Tyler shall comply with all applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing the services authorized by this Agreement. All products and services supplied or furnished by Tyler shall comply with all federal and state mandates.

9. Warranty. Tyler agrees and represents that it is qualified to properly provide the services set forth in Section C in a manner which is consistent with the generally accepted standards of Tyler's profession. Tyler further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

10. Subcontracting. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City, which may be withheld in City’s sole and absolute discretion. Tyler shall be fully responsible to the City for the negligent acts and omissions of persons directly employed by Tyler, and of Tyler’s contractors and subcontractors, and of persons directly employed by them.

11. Assignability. Neither party may assign an award or the mutually negotiated contract without the prior written consent of the other party, except that Tyler may, without the prior express written consent of the City, assign the award or the mutually negotiated contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

12. **Interest in Agreement**. Tyler covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

    Tyler shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Tyler's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Tyler also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Tyler in writing that Tyler's duties under this agreement warrant greater disclosure by Tyler than was originally contemplated. Tyler shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. **Confidential Materials**. All of the materials prepared or assembled by Tyler pursuant to performance of this Agreement are confidential and Tyler agrees they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. **Liability of Tyler-Negligence**. Tyler shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Tyler's profession and shall be liable for the acts, omissions, negligence or willful misconduct of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome.

15. **Indemnification.** Tyler shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with the acts, omissions, negligence or willful misconduct on the part of Tyler and its negligent failure to comply with any of its obligations contained in the Agreement Documents, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

16. **Tyler to Provide Insurance**.
    - **a.** Tyler shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified below. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with

insurers with a current A.M. Best's rating of no less than A:VII.

b. Prior to execution of this agreement and prior to commencement of any work, Tyler shall furnish the City with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Tyler's insurer shall, subject to the approval of the City, provide complete, certified copies of all required certificates affecting the coverage required by this Section. Tyler agrees to furnish one copy of Tyler's General Liability policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Tyler.

c. In the case of the professional liability insurance required by this Section, Tyler's insurer must provide a complete, certified copy of the certificate.

d. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Tyler are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Tyler under the Agreement.

f. Tyler and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Tyler and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Tyler or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

g. ***Worker's Compensation and Employer's Liability Insurance***

i. Worker's Compensation - Insurance to protect Tyler, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts ("Acts"). Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. Tyler shall execute a certificate in compliance with Labor Code Section 1861 according to the City's direction.

ii. Claims Against City - If an injury occurs to any employee of Tyler for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due Tyler under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Tyler, or, if Tyler has already been paid all compensation due under this Agreement, Tyler shall reimburse the City for the amount so paid within forty five(45) days of a demand by the City for such reimbursement.

h. ***Comprehensive General and Automobile Liability Insurance***

i. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars ($1,000,000.00) per occurrence.

ii. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

iii. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds under Tyler's General Liability policy in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of Tyler; premises owned, occupied or used by Tyler; or automobiles owned, leased, hired or borrowed by Tyler. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

iv. Any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Tyler's insurance and shall not contribute with it. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

v. Provision or endorsement stating that Tyler's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Tyler under the Agreement, including, without limitation, that set forth in Section A, Article 15 "Indemnification".

i. ***Professional Liability***

i. Tyler and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. The limits of such professional liability insurance coverage shall not be less than one million dollars ($1,000,000.00) per claim.

17. Taxes. The fees set forth in Exhibit 4 – Fee and Payment Schedule do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by City to Tyler. In the event City possesses a valid direct-pay permit, City will forward such permit to Tyler on the Effective Date of this Agreement, in accordance with the relevant General Terms and Conditions. In such event, City shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, City shall provide Tyler with City's tax-exempt certificate.

18. **<u>Services Warranty</u>.** Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler shall re-perform the services, to the City's satisfaction, at no additional cost to City,

19. **<u>Force Majeure.</u>** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Force majeure shall not be allowed unless:
    - **a.** Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
    - **b.** Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.
    - **c.** Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task subject to Section 5 of this Agreement. This paragraph shall not relieve City of its responsibility to pay for services and goods provided to City and expenses incurred on behalf of City prior to the effective date of termination.
    - **d.** In no event shall strikes, slowdowns, or labor disputes with respect to Tyler or any subsidiary, affiliate, or subcontractor be deemed force majeure events.

20. **Disclaimer**. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

21. **Dispute Resolution**. Should a dispute arise with respect to this Agreement, the aggrieved party will notify the other party immediately in writing. If Tyler and City cannot resolve a dispute within thirty (30) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply:
    - **a.** Each party shall appoint one (1) person to act as an impartial representative. The appointed individual shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, City's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
    - **b.** The Dispute Resolution Group shall convene, either in person or via telephonic or other electronic transmission, no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period

referenced above and shall meet for a minimum of a two (2) hour session, unless otherwise mutually agreed. Any resolution shall be in writing and signed by both parties. Such resolution shall constitute a binding amendment to the Agreement.

c. Nothing in this Section shall prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein, or resolve the dispute through other alternative means.

22. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and City. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby acknowledge that this Agreement was entered into in Woodland, California and that any action to interpret or enforce this Agreement shall be brought in Yolo County Superior Court or in the Eastern District of California.

24. Entire Agreement. This Agreement represents the entire agreement of City and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. City hereby acknowledges that in entering into this Agreement it relied solely on information explicitly set forth in this Agreement, including information in the Agreement Documents attached or incorporated by reference. This Agreement supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

25. Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. Modification. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

27. Approval of Governing Body. City represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon the City.

28. Notices. All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

a. Actually received,

b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,

c. Upon receipt by sender of proof of email delivery, or
d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
e. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
370 U.S. Route 1
Falmouth, ME 04105
Attention: Contracts Manager

Client:

City of Woodland
300 First Street
Woodland, California 95695
Attn: Technology Services Manager

29. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality shall not apply to information that:

a. At the time of the disclosure is in the public domain;
b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
d. A party receives from a third party who has a right to disclose it to that party; or
e. Is subject to a request made under the Freedom of Information Act or California Public Records Act, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

30. Ownership.

- **a.** Tyler shall retain ownership (including all copyright) of all products and materials generated for the City, including but not limited to software products, reports, charts, displays, schedules, exhibits and other documentation, as Tyler incorporates all client-specific technology into general releases for the benefit of all Tyler clients. Tyler will continue to retain all rights, title and interests in and to all of the Tyler products and other materials created by Tyler. Tyler software products, according to U.S. Copyright Law, cannot be classified as "work for hire". Tyler will not assign any of its rights, title and interest in and to all of the Tyler products and other materials created by Tyler. Tyler will not assign any of its rights, title and interest in and to all of the Tyler products and other materials created by Tyler. City may not use any of Tyler's proprietary and copyrighted material without the express written permission of Tyler, at Tyler's sole discretion.
- **b.** Notwithstanding the foregoing, upon termination of this Agreement, the City shall be entitled to City-generated data, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed prior to termination.

31. Shipping. Delivery shall be F.O.B. the City facility to which any product has been shipped. Tyler shall all risk of loss or damage to items while in transit.

32. Miscellaneous Provisions.

- **a.** Tyler shall designate a project manager who at all times shall represent Tyler before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Tyler, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.
- **b.** Tyler shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged in the delivery of services.
- **c.** Tyler shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.
- **d.** Tyler shall maintain and make available for onsite inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts exceeding five dollars ($5) with respect to any work under this Agreement. Such inspections may be made during regular office hours with one week advanced notice for 3 years from contract execution.

Section B Software License

1. **License Grant**.

a) Upon the effective date of this Agreement, Tyler hereby grants to City a non-exclusive, non-transferable, royalty-free, revocable license to use Tyler software products and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for City's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler only if City fails to comply with the terms and conditions of this Agreement, including without limitation, City's failure to timely pay the Application Software License Fees in full. Upon City's payment in full for Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

b) Subject to City's license to use such products, Tyler shall retain ownership of Tyler Software Products and user manuals.

c) Tyler Software Products are not licensed to perform functions or processing for entities that were not disclosed to Tyler prior to the effective date of this Agreement, provided that all departments and division of the City shall be deemed to be part of the City, and not separate entities.

d) The right to transfer Tyler Software Products to a replacement hardware system is included in this Agreement. City shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. The City will make best efforts to inform Tyler of the planned move.

e) City acknowledges and agrees that Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. City shall use best efforts to keep Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of Tyler Software Products or user manuals by any party.

f) Tyler Software Products may not be modified. City shall not perform decompilation, disassembly, translation or other reverse engineering on Tyler Software Products. If City modifies Tyler Software Products, Tyler's obligations to provide maintenance services on and warranty Tyler Software Products shall be void.

g) City may make copies of Tyler Software Products for archive purposes only. City will repeat any and all proprietary notices on any copy of Tyler Software Products. City may make copies of Tyler user manuals for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of Tyler Software Products. At City's request, Tyler will add City as a beneficiary to such escrow agreement. City shall pay the annual beneficiary fee directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

2. **License Fees**. City agrees to pay Tyler, and Tyler agrees to accept from City as payment in full for the license granted herein, the Application Software License Fees set forth in Exhibit 4 – Fee and Payment Schedule

3. **Verification of Tyler Software Products**.

City will select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler pursuant to this Agreement:

a) Within sixty (60) days after Tyler Software Products have been installed on City's hardware, Tyler will verify Tyler Software Products by demonstrating to City that Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration shall constitute verification that Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of Tyler Software Products in Tyler's written proposal to City (Exhibit 6); or

b) Within sixty (60) days after Tyler Software Products have been installed on City's hardware, City may use its own process to verify that Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which shall constitute verification that Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of Tyler Software Products in Tyler's written proposal to City (Exhibit 6).

c) Verification as described herein shall be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler shall correct the cause thereof. In the event Tyler cannot correct the cause thereof, City may invoke its rights to terminate this Agreement and/or require a refund from Tyler pursuant to this Agreement.

d) Tyler shall promptly correct any functions of Tyler Software Products that failed verification.

4. **Limited Warranty**.

a) For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler user guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, Tyler’s Proposal shall control for twelve (12) months from the Effective Date. Thereafter, the then-current Tyler user guides will control, provided that any change in the Tyler Software Product does not substantially remove previous functionality. In the event previous functionality is modified or removed, Tyler will provide an alternate mean to accomplish said process. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process.

b) For as long as a current Maintenance Agreement is in place, Tyler warrants that Tyler Software Products will substantially conform to the then-current Tyler user manuals and the functional descriptions of Tyler Software Products in Tyler’s written proposal to City (Exhibit 6, incorporated by reference), if applicable. In the event of conflict between the user manuals and Exhibit 6, Tyler’s Proposal shall control for twelve (12) months from the Effective Date. Thereafter, the then-current Tyler user guides will control, If Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect. Should Tyler be unable to cure the defect or provide a replacement product, City shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the effective date of this Agreement, and/or to invoke its rights under the Termination clause of this Agreement contained in Section A, Article 5.

5. **Intellectual Property Infringement Indemnification**.

a) Tyler's Obligations. Tyler shall defend and indemnify City against any claim by an unaffiliated third party that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing..

b) City's Obligations. Tyler obligations in this section are contingent on the City performing all of the following in connection with any claim as described herein:

i. Promptly notifies Tyler in writing of any such claim;

ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and

iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

i. City's use of a previous version of a Tyler Software Product and the claim would have been avoided had City used the current version of the Tyler Software Product;

ii. City's combining the Tyler Software Product with devices or products not provided by Tyler;

iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;

iv. Corrections, modifications, alterations or enhancements that City made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a sole cause of the infringement;

v. Use of the Tyler Software Product by any person or entity other than City or City's employees; or

vi. City's willful infringement, including City's continued use of the infringing Tyler Software Product after City becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder, provided that Tyler has supplied City, at no charge, with a non-infringing replacement product of at least equivalent functionality.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by City is enjoined, Tyler shall take one of the following actions, at its election:

(a) Procure for City the right to continue using the infringing Tyler Software Products;

(b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or

(c) Invoke its rights under the Termination clause of this Agreement contained in Section A, Article 5.

ii. The foregoing states Tyler's entire liability and City's sole and exclusive remedy with respect to the subject matter hereof.

6. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of Tyler Software Products. Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the Application Software License Fees set forth in Exhibit 4 - Fee and Payment Schedule. Such Application Software License Fees reflect and are set in reliance upon this limitation of liability.

Section C - Professional Services

1. **Services**. Tyler shall provide the services set forth in this Section C – Professional Services and as more specifically defined in Exhibit 5, "Statement of Work". City shall be liable to Tyler for the services actually provided to City, subject to any cap or "not to exceed" amount specified herein. In no event shall the total compensation due under this section C.1 exceed ten percent (10%) of the amount set forth in section A.4 without City's prior written approval.

2. **Professional Services Fees**.

a) Verification in accordance with Exhibit 2 – Verification Test shall be billable to City at the rate for Training & Installation services set forth in Exhibit 1 – Investment Summary.

b) Unless another schedule of payment is set forth in this Agreement or is agreed upon by City and Tyler, payment is due within thirty (30) calendar days of invoice receipt.

c) Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy attached as Exhibit 3, based on Tyler's usual and customary practices Notwithstanding the foregoing, Tyler shall apply the terms of Tyler's current Business Policy throughout the duration of City's implementation, with the exception of the mileage rates and per diem, which shall follow the standard market fluctuation. Copies of receipts shall be provided upon request at no charge unless all receipts for the duration of the Implementation are required.. Should all receipts for non per diem expenses be requested, an administrative fee of Twenty-Five Dollars ($25) per week shall be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

3. **Additional Services**. Services utilized in excess of those set forth in Exhibit 4 – Fee and Payment Schedule and additional related services not set forth in Exhibit 4 – Fee and Payment Schedule shall be billed at Tyler's then current rates. Notwithstanding the foregoing, Tyler's daily service fees for training, consulting and conversion shall be held in place for twelve (12) months following the Effective Date. Tyler shall not perform, nor be compensated for, additional services pursuant to this paragraph without written authorization from City's Representative.

4. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the service fees set forth in Exhibit 4 – Fee and Payment Schedule. Such fees reflect and are set in reliance upon this limitation of liability.

5. **Cancellation**. In the event City cancels services less than two (2) weeks in advance, City is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on City's behalf.

In the event Tyler cancels services less than two (2) weeks in advance, Tyler is liable to City for (i) all non-refundable expenses incurred by City associated with the services in question.

Section D - Maintenance

1. **Scope**. City agrees to purchase and Tyler agrees to provide maintenance services for Tyler Software Products in accordance with the following terms and conditions, and the Maintenace and Support Level Agreement, attached hereto as Exhibit 5.

2. **Term**. Maintenance services shall be provided from the first day of training and shall remain in force for a one (1) year term. Upon expiration of the maintenance services, City may renew the maintenance services for subsequent one (1) year periods at the lesser of: (i) the actual increase imposed by Tyler on other clients; or (ii) 5% per year for Years two (2) through five (5) of this Agreement, unless terminated in writing by Client at least forty-five (45) days prior to the end of the then-current term.

3. **Payment**.

a) **Additional Charges**. Any maintenance services performed by Tyler for City which are not covered, as set forth in Article 5 of Section D, hereunder, including materials and expenses, shall be billed to City at Two Hundred Fifty Dollars ($250) per hour, In the event the City requires additional services as defined herein, the City shall provide seventy-two (72) hour advanced notice.

b) Tyler reserves the right to suspend maintenance services if City fails to pay undisputed Application Software Maintenance Fees within ninety (90) calendar days of the due date. Tyler will reinstate maintenance services upon City's payment of the overdue Application Software Maintenance Fees.

4. **Maintenance Services Terms and Conditions**.

a) For as long as maintenance services are provided, Tyler shall, in a professional, good and workmanlike manner, perform its obligations set forth in this Agreement in order to conform Tyler Software Products to the applicable warranty under this Agreement. If City modifies Tyler Software Products, Tyler's obligations to provide maintenance services on and warrant Tyler Software Products shall be void.

b) Tyler shall provide telephone support on Tyler Software Products. Tyler personnel will accept telephone calls during the hours of 5 AM PST and 6 PM PST, Monday through Friday, excluding holidays.

c) Tyler shall continuously maintain a master set of Tyler Software Products on appropriate media, a hardcopy printout of source code to Tyler Software Products, and Tyler user manuals.

d) Tyler shall maintain personnel appropriately trained to be familiar with Tyler Software Products in order to provide maintenance services.

e) Tyler shall provide City with all releases Tyler makes to Tyler Software Products. City acknowledges and agrees that a new release of Tyler Software Products is for implementation in Tyler Software Products as they exist without City customization or modification.

f) City acknowledges and agrees that Tyler reserves the right to cease supporting a prior release of Tyler Software Products six (6) months after shipping a new release of Tyler Software Products.

5. **Limitations and Exclusions**. Application Software Maintenance Fees do not include installation or implementation of Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, or support outside Tyler's normal business hours.

6. **City Responsibilities**.

a) City shall provide, at no charge to Tyler access to Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) City shall maintain for the duration of the term of receiving maintenance services a VPN connection through Citrix or Microsoft Terminal Services. Tyler, at its option, shall use the connection to assist with problem diagnosis and resolution.

7. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the Application Software Maintenance Fees paid to Tyler during the

twelve (12) months prior to the claim. Such Application Software Maintenance Fees reflect and are set in reliance upon this limitation of liability.

Section E - Third Party Products

1. **License or Sell Third Party Products**. For the price set forth in Exhibit 4 – Fee and Payment Schedule, Tyler agrees to license or sell and deliver to City, and City agrees to accept from Tyler the Third Party Products set forth in Exhibit 4 – Fee and Payment Schedule ("Third Party Products").

2. **License of Third Party Software Products**.

a) Upon City's payment in full of the Third Party Product Fees, Tyler shall grant to City and City shall accept from Tyler a non-exclusive, non-transferable, non-assignable license to use the Third Party Software Products and related documentation for City's internal business purposes, subject to the terms and conditions set forth herein.

b) The developer of the Third Party Software Products (each a "Developer", collectively "Developers") shall retain ownership of the Third Party Software Products.

c) The right to transfer the Third Party Software Products to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to City. Client shall provide advance written notice to Tyler of any such transfer.

d) City acknowledges and agrees that the Third Party Software Products and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. City shall use best efforts to keep the Third Party Software Products and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the Third Party Software Products and related documentation by any party.

e) City shall not perform decompilation, disassembly, translation or other reverse engineering on the Third Party Software Products.

f) City may make copies of the Third Party Software Products for archive purposes only. City will repeat any and all proprietary notices on any copy of the Third Party Software Products. City may make copies of the documentation accompanying the Third Party Software Products for internal use only.

3. **Delivery**. Unless otherwise indicated in Exhibit 4 – Fee and Payment Schedule, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to City.

4. **Installation and Acceptance**. Unless otherwise noted in Exhibit 4 – Fee and Payment Schedule, Tyler Software Product installation fee includes installation of the Third Party Products. Verification of Tyler Software Products in accordance with Article 3 of Section A shall constitute City's acceptance of the Third Party Products. Such acceptance shall be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. **Site Requirements**. City shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. **Warranties**.

a) Tyler warrants that it is authorized by each Developer to grant licenses or sublicenses to the Third Party Products, and that all such licenses or sublicenses granted to City under this Agreement have been authorized by the respective Developersb) Tyler warrants that each Third Party Product shall be new and unused, and if City fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, City's title or license to each Third Party Product shall be free and clear of all liens and encumbrances arising through Tyler, any Developer, or any third party.

c) City acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and shall pass through to City any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products. Tyler shall provide City with copies of all warranties or guarantees provided with any Third Party Product upon installation of the Third Party Product.

7. **Maintenance**.

a) In the event City elects not to purchase through Tyler maintenance services on the Third Party Products, or such maintenance services are unavailable, City may repair and maintain the Third Party Products and purchase enhancements as necessary after acceptance as set forth in Article 4 of Section E.b) In the event City elects to purchase through Tyler maintenance services on the Third Party Products, Tyler will facilitate resolution of a defect in a Third Party Product with the Developer provided that City may invoke its rights under the Termination clause of this Agreement contained in Section A, Article 5.

c) In the event the Developer charges a fee for future Third Party Software Product release(s), City shall be required to pay such fee.

8. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler’s liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the Third Party Product Fees set forth in Exhibit 4 – Fee and Payment Schedule. Such prices are set in reliance upon this limitation of liability.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc. **City of Woodland, California**

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

Attest:

Name: ____________________________

Title: _____________________________

Date: _____________________________

Approved as to Form:

Name: ____________________________

Best Best & Krieger LLP

City Attorney

EXHIBIT 1: INVESTMENT SUMMARY

Products and Services	Base Application License Fee	Discount / Contract License Fee	Third Party Product Fees	Training & Installation Hours	Data Conversion Hours	Professional Service Fees	Estimated Travel Expenses	Ti
TYLER (EDEN) SOFTWARE PRODUCTS								
EDEN - Financial Applications								
General Ledger / Accounts Payable / Purchasing	$ 23,600.00	$ 20,060.00		112.0	56.0	$ 25,200.00	$ 4,900.00	$
Advanced Budgeting	$ 10,000.00	$ 8,500.00		32.0	8.0	$ 6,000.00	$ 1,700.00	$
Requisitioning	$ 5,000.00	$ 4,250.00		16.0	-	$ 2,400.00	$ 850.00	$
Project Accounting	$ 15,400.00	$ 13,090.00		64.0	72.0	$ 20,400.00	$ 2,700.00	$
Inventory Control	$ 14,500.00	$ 12,325.00		32.0	48.0	$ 12,000.00	$ 1,350.00	$
Fixed Assets	$ 9,100.00	$ 7,735.00		32.0	32.0	$ 9,600.00	$ 1,350.00	$
Accounts Receivable	$ 9,100.00	$ 7,735.00		32.0	32.0	$ 9,600.00	$ 1,350.00	$
Cash Receipting Interface	$ 4,800.00	$ 4,080.00		40.0	-	$ 6,000.00	$ 1,600.00	$
Executive Dashboard - PORTALS	$ 9,900.00	$ 8,415.00		24.0		$ 3,600.00	$ 1,400.00	$
GASB 34 Reporter	$ 9,700.00	$ 8,245.00		40.0		$ 6,000.00	$ 2,100.00	$
Web-Extensions - Accounts Payable	$ 4,100.00	$ 3,485.00						$
Web-Extensions - Accounts Receivable	$ 5,000.00	$ 4,250.00						$
EDEN - Personnel Applications								
Human Resources	$ 8,800.00	$ 7,480.00		32.0	32.0	$ 9,600.00	$ 1,350.00	$
Payroll	$ 21,300.00	$ 18,105.00		168.0	72.0	$ 36,000.00	$ 7,350.00	$
Position Budgeting	$ 3,700.00	$ 3,145.00		16.0		$ 2,400.00	$ 500.00	$
Web-Extensions - Human Resources	$ 8,000.00	$ 6,800.00						$
EDEN - Citizen Services Applications								
Parcel Manager					32.0	$ 4,800.00		$
Permits & Inspections	$ 18,000.00	$ 15,300.00		128.0	40.0	$ 25,200.00	$ 5,750.00	$
Utility Billing	$ 22,800.00	$ 19,380.00		160.0	80.0	$ 36,000.00	$ 7,100.00	$
Licensing	$ 10,000.00	$ 8,500.00		64.0	40.0	$ 15,600.00	$ 2,700.00	$
Customer Requests	$ 8,000.00	$ 6,800.00		64.0		$ 9,600.00	$ 2,700.00	$
Web-Extensions - Customer Requests	$ 4,100.00	$ 3,485.00						$
Web-Extensions - Permits & Inspections	$ 6,800.00	$ 5,780.00						$
Web-Extensions - Utility Billing	$ 6,800.00	$ 5,780.00						$
Web-Extensions - Licensing	$ 4,100.00	$ 3,485.00						$
Utility Billing - Hand-Held Interface	$ 2,300.00	$ 1,955.00						$
OTHER TYLER (EDEN) SOFTWARE PRODUCTS								
Report Views (SQL) Data Dictionaries	$ 5,000.00	$ 4,250.00						$
California State Package	$ 5,000.00	$ 4,250.00						$
Tyler Standard Forms	$ 16,800.00	$ 14,280.00						$
Tyler Output Processor	$ 8,200.00	$ 6,970.00		16.0		$ 2,400.00		$
Tyler Content Manager LE	$ 10,000.00	$ 8,500.00		16.0		$ 2,400.00		$

EXHIBIT 1: INVESTMENT SUMMARY (continued)

Products and Services	Base Application License Fee	Discount / Contract License Fee	Third Party Product Fees	Training & Installation Hours	Data Conversion Hours	Professional Service Fees	Estimated Travel Expenses	To Time Fee
OTHER EDEN PROFESSIONAL SERVICES								
System Administration		-		24.0		$ 3,600.00		$
Web Install & Setup		-		8.0		$ 1,200.00		$
Web E-Commerce Setup		-		8.0		$ 1,200.00		$
Cashiering Setup including VeriSign		-		8.0		$ 1,200.00		$
Premier Project Mgmt. Planning Services (Flat Fee)		-				$ 17,000.00	$ 3,550.00	$
Chart of Accounts Consultation		-		40.0		$ 6,000.00	$ 1,600.00	$
On-Sight Data Review		-			64.0	$ 9,600.00	$ 2,700.00	$
Senior Mgmt. / End-User Training		-		80.0		$ 12,000.00	$ 3,550.00	$
Business Process Consultation (Off-Site)		-		160.0		$ 24,000.00	$ -	$
Permits & Inspections Data Conversion		-			24.0	$ 3,600.00		$
Operating System and Database Support (OSDBA)		-						
EDEN Support Plus		-						
Sub-Total Tyler (EDEN)	**$ 289,900.00**	**$ 246,415.00**		**1,416**	**632**	**$ 324,200.00**	**$ 58,150.00**	**$**
THIRD PARTY PRODUCTS								
EDEN Integrated Cashiering IMAGING Included (5 Cashiering Stations)			$ 38,250.00	32.0		$ 4,800.00	$ 1,700.00	$
Cashiering Hardware (5 Stations)			$ 12,675.00					$
Crystal Reports (site License)			$ 14,280.00					$
Crystal Beginner Classes				32.0		$ 4,800.00	$ 1,350.00	$
Crystal Reports - Intermediate Class Financials				32.0		$ 4,800.00	$ 1,350.00	$
Crystal Reports - Intermediate Class Personnel				32.0		$ 4,800.00	$ 1,350.00	$
Crystal Reports - Intermediate Class Citizen Services				32.0		$ 4,800.00	$ 1,350.00	$
Crystal Reports Software Assurance								
MapObjects Runtime			$ 800.00					$
Sub-Total Third Party		**$ -**	**$ 66,005.00**	**160**		**$ 24,000.00**	**$ 7,100.00**	**$**
Totals	**$ 289,900.00**	**$ 246,415.00**	**$ 66,005.00**	**1,576.00**	**632.00**	**$ 348,200.00**	**$ 65,250.00**	**$**

Exhibit 2 – Verification Test

The Verification Test will be conducted after Tyler Software Products are installed and before they are implemented. The Verification Test is performed using Tyler sample database. Such database contains general information applicable to all Tyler clients. As such, the Verification Test will not demonstrate City-specific functionally. Rather, the Verification Test will confirm that Tyler Software Products are installed and performing baseline functions.

Client: City of Woodland, California

Contact:

Date:

Financial Products

1. View general ledger accounts form (Initial) _________
2. View budget documents
3. View accounts payable vendor form
4. Find purchase orders in purchase order inquiry
5. View inventory item form
6. View fixed assets form
7. View projects form
8. View accounts receivable customers form

Customer Information System Products

1. View fee schedule with rate tables (Initial) _________
2. View utility billing account form
3. View utility billing customer form
4. View parcels form
5. View license form
6. View permits form

Personnel Products

1. View employee form (Initial) _________
2. View position form
3. View deduction codes
4. View pay type codes
5. View shift calendars

Exhibit 3 – Business Travel Policy

Airfare

All airfare will be booked Economy Class, with best efforts to make reservations 2 – 4 weeks in advance for best pricing. All air tickets will be booked "non refundable" to minimize ticket costs. If change fees or other additional charges are incurred as a result of City rescheduling, cancellations, or other factors that impact the planned dates for a trip, the City will be billed for those charges.

Airport Parking

City is billed for the cost of on-airport long term parking costs incurred while staff is traveling to City site.

Mileage

Federal Government Rate

Tyler employee mileage to the airport, train terminal, etc. for the client trip will be billed at the IRS designated reimbursement rate per mile. Actual mileage for the employee travel to the site will be billed at the IRS rate if not traveling by air, rail, etc.

Airport Shuttle

If Tyler employee uses the service of an airport shuttle, this amount will not exceed the standard rate for airport parking (as noted above) plus mileage to and from the airport.

Car Rental

Tyler has negotiated rates with national automobile rental companies to minimize car rental fees. Actual cost of car rental, taxes, refueling costs etc. will be billed to the City.

Hotel/Motel

Tyler employees will stay at medium-class hotels/motels (less than 4 stars) when available. 4 or 5 Star hotels/motels may be selected if, during promotional times, prices can be negotiated at rates similar to 3 star facilities.

Meals

Federal daily per diem rate for City location will apply. Per diem will include travel time to and from the Client location.

Miscellaneous

All direct expenses not included above will be billed to the City. This includes but is not limited to such items as internet connectivity (if not included free in the cost of hotel) and any other incidentals such as copies, supplies, road tolls, local parking fees, etc. directly related to time spent on site.

Exhibit 4: Fee and Payment Schedule

Payment schedule based upon a total investment summary of *$ 725,870.00* and support payments of

$ 94,598 (includes Tyler/ EDEN and 3rd party support)

<u>Year 1 – Fiscal Year 2009/ 2010</u>

- Payment Due: $ 154,000 upon contract execution
- Support Due: $ 0 – Tyler/ EDEN support waived ($80,772) for one year from contract execution.
- All 3rd party support due = $13,826 upon contract execution

<u>Year 2 – Fiscal Year 2011</u>

- Payment Due: $ 154,000 one year from contract execution
- Support Due: $ 84,810 one year from contract execution
- 3rd party support = $13,826* one year from contract execution

<u>Year 3 – Fiscal Year 2012</u>

- Payment Due: $ 154,000 two years from contract execution
- Support Due: $ 89,051 two years from contract execution
- 3rd party support = $13,826*two years from contract execution

<u>Year 4 – Fiscal Year 2013</u>

- Payment Due $ 154,000 three years from contract execution
- Support Due: $ 93,504 three years from contract execution
- 3rd party support = $13,826* three years from contract execution

<u>Year 5 – Fiscal Year 2014</u>

- Payment Due $ 154,000 four years from contract execution
- Support Due: $ 98,179 four years from contract execution
- 3rd party support = $13,826* four years from contract execution

* Client shall be liable to Tyler for actual Third Party Support increases in Years 2 through 5. Tyler has no control over the maintenance increases charged by 3rd party providers. Although no increases have been shown, the increases by the 3rd party provider will be passed on and billed to Client.

Support Services

Tyler knows that satisfied clients—more than any other single factor—determine a company's ongoing success. We also recognize that support is a key component of customer satisfaction. That's why we provide our clients with support in a variety of ways. We want to ensure they maximize their use of EDEN, receiving the best return on their investment.

Some companies contract out application support to a less-knowledgeable third party. In contrast, Tyler offers a complete solution, with all EDEN Customer Support Services provided by in-house expertise. Our mission is to become the industry leader in providing timely response and call closure to clients and on-site trainers, resulting in a high-level of client satisfaction.

The EDEN support solution includes the following services, described in detail in the sections that follow:

EDEN Help Desk	Included with Annual Support
Software Development and Updates	Included with Annual Support
OSDBA Help Desk	Optional
Customer Care	Included with Annual Support
Disaster Recovery	Optional
Consulting Group	Optional
Web Page Customer Tools/Information Access	Included with Annual Support
Local Group Training	Optional
Local User Groups	Included with Annual Support
Annual Users Conference	Optional

EDEN Help Desk

Customer Support averages a less than 1 hour response time on all priority 1 calls and a less than 3 hour response time on the remaining calls, unless received at the end of the day; those calls are returned the next morning.

Focused by Application

EDEN Customer Support is divided into application-specific teams, plus a separate team for OSDBA (Operating System / Database Administration) contract clients. Application-specific teams allow a technician to focus on a group of applications and therefore offer more detailed support to our clients.

Call Tracking and Priorities

Tyler records all client contacts in a Customer Response Management (CRM) system. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, problem description, support recommendations, client feedback, FERs (Fix or Enhancement Requests) to Development, and resolution.

A priority is assigned to each call logged:

#	Description	Average response time
1	Critical Issue – system is down	<1 Hour
2	Severe issue, but there is a work around	<2 Hours
3	Important issue – not severe	<4 Hours
4	Lowest priority issues	1 Business Day

For system applications, standard phone support coverage is from 5:00 AM to 6:00 PM (Pacific Standard Time) Monday through Friday. OSDBA Support is available from 5:00 AM to 6:00 PM (PST) Monday through Friday. The client can also contract with Tyler for support service outside of standard hours.

Call Escalation Process

Each day, Senior Technicians, Team Leaders, and Senior Analysts review open calls in their focus area to monitor progress.

Calls still open are reviewed periodically and escalated as required. The priority of a given call may be modified as Tyler becomes more informed about the circumstances surrounding an issue. For example, a lower priority call may become Priority 1 if research discovers a more critical issue or a previously unknown deadline or penalty.

Remote Diagnostic Tool

Should Tyler need to access a client’s server to diagnose a problem, GoToAssist is used to share the client’s desktop via the Internet. EDEN Support can temporarily assume control of the client’s desktop to show them how to use a program or how to find information in a report. In addition, the client can show the EDEN Help Desk how they are using EDEN and what they are experiencing. GoToAssist also supports the transfers of files, if necessary. EDEN Support also utilizes VPN connections working with SQL tools directly against database servers in the event of data issues.

Web / E-mail Support

Support is available from the EDEN Client Support section of www.tylertech.com. Using our website, a client can enter new support issues, manage existing issues and contact Support personnel. EDEN offers the alternative of email support; however, because response time may be longer, Tyler recommends that clients use e-mail for non-urgent support issues only.

OSDBA Help Desk

The EDEN OSDBA (Operating System / Database Administration) Department is configured as a separately billable service to Tyler clients on a contract basis.

If the client opts for this service, a one-day analysis performed remotely by an OSDBA technician is included. This analysis performs recommended EDEN and RDBMS (Relational Database Management System) tasks, including consistency checking, space evaluations, data space recovery, hard disk re-configuration, backup recovery verification, and system table updates. This establishes a stable base from which further system support can be provided.

The primary areas of provided services include:

Operating System Support

Basic OS System Administration

Cleaning up file systems

Printer installation & configuration assistance

Cash Station (POS) installation & configuration assistance

System backup configuration assistance

System recovery assistance

System transfer services

RDBMS Database Software Support

RDBMS (Relational Database Management System) Administration assistance

RDBMS software upgrade installation assistance

Data recovery assistance

Connectivity software installation & configuration assistance

RDBMS tuning assistance

EDEN Software Support

Maintenance Release/Upgrade installation assistance

Additional OSDBA Services

Some of these services are available at no charge or for a minimal fee with your OSDBA contract:

EDEN Server System Maintenance

Remote System Administrator Training

Server Transfer Service every two years
See the Product Brief for Consulting Group for more details.

Customer Care

Customer Care is a hands-on role dedicated to maximizing the customer satisfaction of Tyler Clients using the EDEN software solution. The customer care team is chartered with the responsibility of staying in touch with the client base and understanding the generic and specific customer satisfaction issues. This will include organizing and making recommendations to EDEN Management regarding product improvements, and recommending business process or delivery practices improvement. The team will identify and provide services/methods that will enhance the product knowledge and use of the Product by the installed base so that our Clients maximize their product leverage with minimal intervention required by Support or Training departments. This team also provides the focal point for organizing local/regional user groups and will facilitate the inter-agency communication of EDEN clients.

Web Page Customer Tools / Information Access

Like most Web sites, www.tylertech.com is designed to provide information to clients, employees, and prospects.

One aspect that stands apart is a section called Customer Tools within EDEN Client Support. This section provides valuable information of specific interest to the client base. For example, clients can:

Research server requirements and hardware installation instructions

Review and register to attend regional Group Training Seminars, the Annual User Conference, or regional User Group Meetings

Download information about EDEN Releases, Online Manuals, Trouble Saving Tips, and Crystal Report templates

Log issues with the Support Department

Register for e-mail notification of support issues

Attend scheduled electronic meetings for training and product demonstrations

Local Group Training

The Consulting Group offers clients cost-effective group classes, scheduled at regular intervals, available at regional locations throughout the United States. These training classes can:

Be a refresher on procedures run just once a year

Describe how to implement an advanced function

Provide instruction on using new functionality
Tyler mails course descriptions with suggested target audiences to all current users. Clients can also refer to the EDEN Client Support section of www.tylertech.com. Examples of classes:

EDEN 4.x - Improvements and Enhancements
Fixed Assets
Monthly Reconciliation
Budget Preparation
Personnel - Salary and Benefit Projections
System Administration
W-2 / 1099 Processing

ORANGE\SKLEINBERG\57153.7

Legislation Text

14.

File #: 16-043, Version: 2

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: IT Storage Area Network (SAN) Replacement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a replacement storage area network (SAN) device though a Purchase Order with DSA Technologies, Inc. in the amount not to exceed $100,000.

Staff Contact

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

Fiscal Impact

City staff has obtained a completive quote for a Nimble Storage Area Network (SAN) device for $99,444.35. Funding has been allocated from the technology services fund in the 15/16 budget. As is a standard, there will be annual support cost for this capital component. There is three years of maintenance and support included in the above cost. The yearly cost is comparable to the SAN devices being replaced.

Background

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

A SAN is designed to provide large amount of data storage with instant access for data retrieval, and is configured with redundancy so the device will continue to perform in the event of partial hardware failure. This new SAN is designed to work in unison with our existing Nimble SAN which will allow real time data replication between the two devices to ensure greater protection against complete hardware failure. The SAN has been configured to support the City's planned technology investments and provide flexibility and options for our continued virtualization expansion.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a replacement storage area network (SAN) device though a Purchase Order with DSA Technologies, Inc. in the amount not to exceed $100,000.

Prepared by: Scott Sawin, IT Manager

Paul Navazio, City Manager

Attachment: Nimble Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF A REPLACEMENT STORAGE AREA NETWORK (SAN) DEVICE THOUGH A PURCHASE ORDER WITH DSA TECHNOLOGY, INC.

WHEREAS, the City of Woodland wishes to enter into a purchase agreement with DSA Technologies, Inc in an amount not to exceed $100,000; and

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

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

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

300 First Street
Woodland, CA 95695

Legislation Text

15.

File #: 16-068, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Adopt Resolution to Approve and implement a three (3) year agreement with the Woodland Mid Management Professional Association (MMPA).

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to implement a three (3) year agreement (July 1, 2015 to June 30, 2018) with the Mid Management Professional Association (MMPA) as described herein.

Staff Contact

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

Fiscal Impact

The current Memorandum of Understanding between the City and the Mid Management Professional Association (MMPA) expired on June 30, 2015. The total cost of the expired employment agreement (FY2014/15) was estimated at $5.875 million. The terms of the new three-year agreement are expected to result in an increase in costs of $709,000 over the term of the agreement, or an average annual increase of 3.69%. This reflects cost-of-living adjustments, health insurance premiums and retirement contributions. The contract is also expected to result in additional off-setting savings related to modifications to provisions related to retiree medical benefits for MMPA members. The costs of this agreement are covered within the appropriations provided for in the adopted FY2015/16 budget as well as the city's financial forecast through the term of the agreement.

Background

The City began negotiating with MMPA (MMPA) in April 2015. The City was able to reach an agreement with this group in July 2015. This was presented to the MMPA membership, was voted on and approved in August 2015. Tonight's City Council action would formally ratify the terms of the new three (3) year agreement with MMPA.

Discussion

The City entered into negotiations to continue seeking structural changes in how health insurance and protection from future pension cost increases. The City understood the need to provide some COLA's to this group as well. The City articulated the need to achieve these goals and provide some control over long-term costs of personnel benefits. The major terms of the contract are as follows:

Cost-of-Living Adjustments (COLA's):
Effective January 1, 2016 2%
Effective July 1, 2016 1%
Effective July 1, 2017 2% - contingent upon the City's CalPERS Pension Employer rate.
If the rate exceeds 33% but is less than 34%, the COLA is reduced to 1%; if the CalPERS Pension Employer rate exceeds 34% the COLA is reduced to 0%

Health Insurance Premiums:
Effective January 1, 2016
- City pays 85% of third highest PERS plan

Effective January 1, 2017
- The City pays up to 85% of the third highest CalPERS premium; future premium increases capped at 12%

Effective January 1, 2018
- The City's maximum contribution shall be the flat dollar amount the of the 2017 City's contribution, plus 5%.

Retirement Medical
- Retirees who become eligible for Medicare must enroll in Medicare or lose City benefits as allowed by PEHMCA.
- Parties agree to meet and confer to impasse and imposition on restructuring the retiree medical program.

Holiday Pay
- Employee must be in paid status the day before and after an holiday

Vacation Cash Out
- Employee is not eligible for vacation cash out until they have three (3) years of service and can cash out up to 40 hours. Employees with more than five (5) years of service may cash out up to 80 hours of vacation.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to implement a three (3) year agreement (July 1, 2015 through June 30, 2018) with the MMPA.

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio

Paul Navazio, City Manager

Attachment: Mid Management Professional Association Resolution

MEMORANDUM OF UNDERSTANDING

between the

City of Woodland

and the

Mid-Management Association

July 1, 2015 to June 30, 2018

RESOLUTION NO.

MEMORANDUM OF UNDERSTANDING
CONCERNING MID-MANAGEMENT UNIT EMPLOYEES
OF THE CITY OF WOODLAND

The City of Woodland and the City of Woodland Mid-Management Association, representing employees employed by the City of Woodland in the classifications designated herein in Article I, Section I under the title "Application," by and through their authorized representatives hereby ratify as and for a memorandum of understand the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Mid-Management Unit Employees" including the exhibits appended hereto, and recommend that the Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and thereafter the attached Resolution shall be used merely for purposes of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall be the primary source in all cases.

DATED: August 18, 2015

__________________________	__________________________
Representative of the City of Woodland Mid-Management Association	Representative of the City of Woodland

RESOLUTION NO.

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

Table of Contents

ARTICLE I 5

GENERAL PROVISIONS 5

1.1 Application 5
1.2 Term and Compensation Study....................7

ARTICLE II....................7

COMPENSATION....................7

2.1 Salary....................7
2.2 Uniforms....................7
2.3 Longevity Pay....................8
2.4 Promotional Pay....................8
2.5 Out of Class Work 8
2.6 Administrative Leave....................8
2.7 Bilingual Pay 9
2.8 Jury Duty 9
2.9 Library Sunday Hours....................9
2.10 Deferred Compensation 10

ARTICLE III 10

EDUCATION INCENTIVE....................10

3.1 Professional Growth Incentive....................10

ARTICLE IV 10

MEDICAL AND RELATED BENEFITS....................10

4.1 Medical Insurance....................10
4.2 Medical Insurance Upon Retirement 12
4.3 Dental Insurance 14
4.4 Long Term Disability Insurance 14
4.5 Vision Insurance 14
4.6 Life Insurance 14
4.7 Flexible Spending Account....................14
4.8 Reopener on Medical Insurance Upon Retirement 14

ARTICLE V 15

LEAVES....................15

5.1 Holidays....................15
5.2 Vacation Leave 15

5.3 Sick Leave 16
5.4 Catastrophic Illness or Injury 16
ARTICLE VI 16
RETIREMENT 16
6.1 Retirement 16
ARTICLE VII 17
WORKING CONDITIONS 17
7.1 Work Hours 17
7.2 Contracting Out 17
7.3 Introduction of New Technology 18
7.4 Association Leave 18
7.5 Other Working Conditions Not Set Forth Herein 18
ARTICLE VIII. 18
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN 18
8.1 Other Compensable Items not set Forth Herein 18

ARTICLE I

GENERAL PROVISIONS

1.1 Application

1.1.1 This Resolution applies to employees in the following classifications and ranges:

Classification	Range
Accountant I	116
Accountant II	120
Assistant Engineer	125
Assistant Planner	118
Associate Civil Engineer	131
Associate Engineer	127
Associate Planner	124
Building Inspection Services Manager	132
Chief Building Official	140
Chief Plant Operator	132
Chief Project Engineer	145
Chief Water System Operator	132
Child Librarian II	118
City Engineer	145
Community Services Program Manager	125
Construction Project Manager	129
Crime Intelligence Analyst	117
Deputy Director of Community Development	147
Deputy Public Works Director O/M	144
Economic Development Manager	136
Environmental Resources Analyst	127
Finance Officer	141
Fleet & Facilities Manager	131
Information Technology Manager	138
Infrastructure O & M Superintendent	132

Junior Engineer	121
Junior Planner	113
Laboratory & Environmental Compliance Manager	129
Laboratory Supervisor	127
Librarian I	114
Librarian II	118
Librarian III	122
Management Analyst I	120
Management Analyst II	125
Office Manager	115
Park Planner	132
Park Superintendent	132
Planning Manager	140
Police Records Manager	120
Principal Civil Engineer	141
Principal Planner	136
Principal Utilities Civil Engineer	141
Purchasing Manager	123
Recreation Superintendent	131
Redevelopment & Housing Analyst I	120
Redevelopment & Housing Analyst II	124
Redevelopment Manager	136
Senior Accountant	125
Senior Application Analyst	132
Senior Associate Civil Engineer	134
Senior Center Manager	120
Senior Civil Engineer	138
Senior Construction Project Manager	131
Senior Management Analyst	131
Senior Planner	132
Senior Systems Analyst	132

Sports Manager	125
Transportation Engineer	134
Wastewater Systems Administrator	141
Water Pollution Control Facility Superintendent	141

1.2 Term and Compensation Study

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from the first full pay period after Association ratification and adoption of the agreement by the City Council on its regular agenda consistent with the Brown Act through June 30, 2018

1.2.2 The City and the Association will meet to discuss the need to conduct an analysis of benchmark city selection and a compensation study prior to the start of negotiations.

ARTICLE II
COMPENSATION

2.1 Salary

2.1.1

Salary schedules for unit classifications shall be increased by as follows:

Effective upon ratification there will not be a salary increase and the classification rates is as stated in Exhibit A

Effective January 1, 2016 each step of each classification range in this unit shall be increased by two percent (2 %) as described in Exhibit B to this MOU.

Effective July 1, 2016 each step of each classification range in this unit shall be increased by one percent (1 %) as described in Exhibit C to this MOU.

Effective July 1, 2017 each step of each classification range in this unit shall be increased by two percent (2%) as described in Exhibit D1 to this MOU contingent on the following conditions precedent: If the City's CalPERS Pension Employer rate exceeds 33% but is less than 34% the July 1, 2017 Cola of 2% shall be reduced to a maximum of 1%. (Exhibit D2) If the CalPERS Pension Employer rate exceeds 34% the July 1, 2017 2% salary increase shall not be conferred (Exhibit D3).

2.2 Uniforms

2.2.1 Represented employees required by their Department Director to wear a uniform shall, at the Departments Director's discretion, be provided with the uniform and corresponding laundry service for the uniform. Employees required by their Department Director to wear safety boots shall be entitled to up to a maximum of $100.00 per fiscal year to purchase a replacement pair upon written evidence of purchase of acceptable safety boot determined by the Department.

2.3 Longevity Pay

2.3.1 The City shall pay longevity pay according to the following schedule on the last pay day before Christmas each year:

Length of Service	Amount
10 years	$300 per year
15 years	$350 per year
20 years	$400 per year

2.4 Promotional Pay

2.4.1 The City agrees that all promotions within the unit shall result in a minimum five percent (5%) increase in pay for the affected employee.

2.5 Out of Class Work

2.5.1 Assignment to perform work of a higher level classification Employees assigned by their supervisors to perform the essential duties of a higher level classification shall receive an additional five percent (5%) of base pay as out of class compensation. In the case of assignment, the minimum period of time to be eligible for out of class work pay must be twenty-four (24) consecutive work hours (3 days). Payment shall continue for the term of the assignment to the higher level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.5.2 <u>Assignment as Acting Department Head</u> In the case of assignment as an acting department head, the minimum period of time to be eligible for acting pay must be twenty-four (24) consecutive work hours (3 days). The compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher level classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.5.3 <u>Assignment of duties beyond the scope of employee's classification</u>: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay. In the case of assignment, the minimum period of time to be eligible for out of class work pay must be twenty-four (24) consecutive work hours (3 days).

2.5.4 No simultaneous opt out pay: Employees may not receive more than one out of class pay under this provision at a time.

2.6 Administrative Leave

2.6.1 Each represented employee shall receive an annual bank of ninety-six (96) hours administrative leave on July 1 of each year. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City.

Administrative leave shall be subject to the same rules for usage and accounting as vacation leave with the following exceptions:

2.6.2 Each employee may, at his/her request, have up to forty (40) unused hours of the bank paid directly to him/her at their hourly rate of pay in effect at the time of the request.

2.6.3 No employee may carry over any balance past June 30 each year.

2.6.4 It is recognized that in some instances unit employees may be required to work extraordinarily long hours on special projects or unique circumstances. Should such an extraordinary occasion arise, the Department Director may recommend to the City Manager that the employee be granted additional Administrative Leave in addition to the 96 hours already provided subject to the following provisions:

2.6.4.1 Additional Administrative Leave hours granted cannot exceed 24 hours in any Fiscal Year.

2.6.4.2 Additional Administrative Leave hours must be approved by the Personnel Officer and specifically authorized by the City Manager.

2.6.4.3 Additional Administrative Leave shall not be construed to constitute overtime compensation nor be applied on an hour for hour basis.

2.6.5 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Administrative Leave credited to them on July 1. For example, an employee working 25% of the year would owe the City 60 hours of Administrative Leave. If more than 20 hours of Administrative Leave had already been taken in time off or cash, at the time of termination, the employee would be responsible for payment of the balance of the hours due in either vacation leave or in cash. Cash payment would be made at the current rate of pay.

2.7 Bilingual Pay

2.7.1 Designated bilingual employees shall receive additional compensation above their regular salary at a rate of One Hundred and Fifty Dollars ($150) per month.

2.8 Jury Duty

2.8.1 Employees shall be entitled to receive full pay in addition to any compensation received for serving as a member of a jury. This does not include Grand Jury duty.

2.9 Library Sunday Hours

2.9.1 Tenured Librarians shall not be required to work on Sundays more frequently than one Sunday in four.

2.9.2 If the Librarian scheduled to work on a Sunday is unable to work (illness or approved absence), then no other Librarian shall be required to change his/her schedule to cover that absence unless (1) approved by the Library Services Director and (2) the Librarian is agreeable to work that Sunday.

2.10 Deferred Compensation

The City of Woodland will match an individual's deferred compensation contribution up to two percent (2%) of the individual's base salary as reflected in Exhibit A, B, C and D. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers three deferred compensation providers from which employees may select. Individual employees will be responsible to ensure their contribution and the City's matching contribution meet Internal Revenue Code Section 457 deferred compensation program requirements. In addition, as their salary is adjusted, individual employees will be responsible to make periodic changes to the amounts of compensation deferred.

ARTICLE III
EDUCATION INCENTIVE

3.1 Professional Growth Incentive

3.1.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training, attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), security software, and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be $625.00.

3.1.2 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Professional Reimbursement they have spent. For example, an employee working 25% of the year would be entitled to a Professional Reimbursement not to exceed, $156.25. If employee received a reimbursement of greater than $156.25, at the time of termination, the employee would be responsible for payment of the difference. This will be taken out of the employee's final check. If there is not enough funds to cover this amount, the City will invoice the employee for the difference.

ARTICLE IV
MEDICAL AND RELATED BENEFITS

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

4.1.2 For all benefited Employees, the City provides a <u>three tier</u> medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.3 Employees who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $405 per month.

4.1.4 Effective January 1, 2016, the City shall pay an amount equal to 85% of the third highest CalPERS plan available in the CalPERS regional area that Woodland is assigned, excluding PERSCare. Additionally, the City's total contribution toward health premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year. Based on the known rates for January 1, 2016 the maximum City contribution shall be:
Employee only: $765.62
Employee plus one: $1,531.24
Employee plus family: $1,990.62

The City contributions towards medical are prorated based on FTE.

4.1.5 Effective January 1, 2017, the City shall pay an amount equal to 80% of the third highest CalPERS plan available in the CalPERS regional area that Woodland is assigned, excluding PERSCare. Additionally, the City's total contribution toward health premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year. City contributions towards medical are prorated based on FTE.

4.1.6 City Flat Dollar Contribution

Effective January 1, 2018, the City's maximum contribution shall be based on a flat dollar instead of a formula based amount. Effective January 1, 2018, the maximum amount that the City shall contribute towards medical shall be the flat dollar amount the City is paying towards medical plus an additional flat dollar amount that represents the value of a five percent a (5%).

For **illustrative purposes**, the City assumed a 10% increase in premium of the third highest effective January 2016.

The flat dollar contribution in 2017:

Employee Only	$ 792.64
Employee Plus One	$1,585.28
Employee Plus Family	$2,060.87

City’s Contribution for 2018:

	2017 Estimated Contribution	Plus 5%	City Flat Dollar Contribution for 2018
Employee Only	$762.64	$39.63	$832.27
Employee plus One	$1,585.28	$79.26	$1,664.54
Employee plus Family	$2,060.87	$103.04	$2,163.91

4.2 Medical Insurance Upon Retirement

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

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

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

4.2.2.2 Retirees who are eligible for Medicare must enroll in Medicare or lose City Benefits as allowed by PEMCHA.

4.2.2.3 The parties agree that upon written notification by the City to the Association, the City and the Association agree to meet and confer through the impasse process to negotiate the City’s contribution related to Medicare eligible retirees.

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

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

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

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

4.2.3 Employees who were **hired *on or after* July 1, 2006**, and have ten (10) or more years of service with the City of Woodland who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions will receive medical insurance benefits in retirement as follows:

4.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the Public Employees' Medical and Hospital Care Act (PEMCHA) Medical Benefit.

4.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

4.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

4.2.3.2.2 Contributions: The City shall contribute $50 per month to the employee's RHSP account; likewise, the employee shall contribute $50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of $50 per month for each month served in the employee's initial probation.

4.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

4.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account. If accrued sick leave balance falls below 500 hours, the employee will once again accrued 8 hours of sick leave, until the sick leave accrued balance exceeds 500, then sick leave will be changed to 4 hours per month with the value of 4 hours of salary being contributed to the employee's RHSP.

4.2.3.2.5 Employees hired prior to July 1, 2006, were provided, on a one-time, irrevocable basis, the opportunity to opt out of the City's retiree medical plan (paragraph 4.2.2). Employees who selected this option shall continue to participate in the City's retiree health savings plan under the terms set forth above in paragraph 4.2.3. For these employees, the City' contribution is $250 per month and the employee's contribution is $50 per month. At the employee's option, any portion of this $250 City contribution may be paid into an approved deferred compensation plan.

4.3 Dental Insurance

4.3.1 The City shall maintain in effect the Dental Insurance Program for the term of this agreement.

4.4 Long Term Disability Insurance

4.4.1 The City shall continue to provide a long term disability insurance plan for all represented employees with benefits equivalent to that provided by the current plan.

4.5 Vision Insurance

4.5.1 The City shall continue to provide employees covered by this Resolution with vision insurance benefits equivalent to that provided in the current plan.

4.6 Life Insurance

4.6.1 The City shall maintain in effect life insurance for represented employees in the amount of Fifty Thousand Dollars ($50,000.00).

4.7 Flexible Spending Account

4.7.1 The City will maintain in effect a Section 125 program of the Internal Revenue Code. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

4.8 Reopener on Medical Insurance Upon Retirement

4.8.1 The parties agree to meet and discuss for the purpose of discussing options for reducing the City's costs associated with funding of the current retiree medical benefits, with the shared goal of ensuring that full funding of retiree medical benefits are sustainable within the City's long term financial plan. Any changes shall be by mutual agreement.

ARTICLE V
LEAVES

5.1 Holidays

5.1.1 City holidays to be observed by represented employees shall be:

January 1st
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve – ½ day (observed last work day before Christmas)
December 25th (Christmas Day)

5.1.2 In addition, each represented employee shall have 16 hours added to his/her vacation leave total as of July 1 each year.

An employee must work or be paid for all or part of both the employee's regularly scheduled work day before and after a holiday to be eligible for that holiday.

5.1.3 Represented employees in permanent part-time positions shall receive pay for City holidays on a pro-rata regardless of whether they are scheduled to work holiday or not. The pro-rata holiday benefit to be received shall be equal to the employee's average daily work hours, regardless of the time they would have otherwise been scheduled to work.

5.2 Vacation Leave

5.2.1 The vacation leave earning rate for each employee shall be as follows:

Years of Service	Vacation Earned Per Month
0 through 3 years	7.0 hours
4 through 5 years	9.0 hours
6 through 10 years	11.3 hours
11 through 15 years	13.3 hours
16 through 20 years	15.3 hours
Over 20 years	16.6 hours

5.2.2 Employees with less than ten (10) years of service with the City may carry an unused balance of vacation leave of no more than thirty-four (34) days (272 hours) past January 1 of each year. Employees with ten (10) years of service or more may carry an unused balance of vacation leave of no more than forty-four (44) days (352 hours) past January 1 of each year.

Employees must use all remaining furlough hours by June 30, 2015 or the furlough hours will be forfeited.

5.2.3 No employee may buy out more than eighty (80) hours of vacation per calendar year. Employees may cash out accrued vacation leave once they have three or more years of service. Each calendar year an employee may, at employee's request, cash out up to eighty (80) accrued hours of vacation based on the chart below.

Years of Service	Annual Maximum Vacation Leave Cash out
0 to 3 years	0 hours
3 to 5 years	40 hours
5 + years	80 hours

Vacation leave hours are paid directly to employee at their regular hourly rate of pay at the time of the request in lieu of time off providing the employee is taking at least a cumulative total of 40 hours of vacation leave per calendar year. Payment will be made at the straight time rate.

5.3 Sick Leave

5.3.1 Represented full-time employees shall accrue sick leave at the rate of one (1) day per month.

5.4 Catastrophic Illness or Injury

5.4.1 Represented employees may donate portions of their Vacation or Administrative Leave accumulations to the Catastrophic leave bank to benefit employees who have suffered catastrophic illness or injury. Employees receiving donations of time from the bank must first exhaust all available vacation, compensatory time and sick leave.

ARTICLE VI
RETIREMENT

6.1 Retirement

6.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

6.1.2 Permanent Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

- Tier 1: Employees hired by the City of Woodland on or before December 4, 2012 or who are legacy/classic members as defined by CalPERS are eligible for the 2.7% @ 55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.
- Tier 2: Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the city of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2% @ 60

CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

- Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2% @ 62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

6.1.3 PERS Employee Contribution towards Employee's Share of Retirement cost.

- Tier 1 employees shall continue to pay the full 8% of pensionable salary of the employee share towards the 2.7%@55 CalPERS retirement pension program.
- Tier 2 employees shall continue to pay the full 7% of pensionable salary of the employee share towards the 2%@60 CalPERS retirement pension program.
- Tier 3 (PEPRA) employees shall continue to pay 50% of the normal cost as determined by CalPERS towards the 2%@62 CalPERS retirement pension program.

6.1.4 Employee Cost Sharing towards Employers Cost of CalPERS Retirement Pension Program

6.1.4.1 Pursuant to Public Employees Retirement Law § 20516 employees in Tier 1 & Tier 2 will continue to pay 8% of pensionable compensation towards the employers share of CalPERS retirement in additional to the contribution towards the employee share of retirement as described in the section above. Employees in Tier 3 (PEPRA) will pay an additional 5% of pensionable compensation towards the employer's share of CalPERS in addition to the 50% of normal cost as determined by CalPERS for Tier 3 (PEPRA) employees. The City adopted a resolution pursuant to IRS Code §4.14(h)(2) to allow this payment on a pre-tax basis.

6.1.5 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 20862.8. This benefit provides a monthly allowance to certain eligible survivors of an employee who dies prior to retirement.

6.1.6 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8.

ARTICLE VII
WORKING CONDITIONS

7.1 Work Hours

7.1.1 Work hours for represented employees shall be those agreed to between the employee and his/her Department Director.

7.2 Contracting Out

7.2.1 City shall notify the Association of any formal consideration made by the City Council for the contracting of services presently performed by represented employees. Whenever the City contemplates contracting such services, the City shall endeavor to have the new contractor give first consideration for employment opportunities to represented employees who would be displaced from their job as a result of the contract.

7.2.2 The City retains the right to decide to contract out prior to beginning negotiations. However, the City shall negotiate the effect of contracting out with the Association prior to taking any further action to contract out.

7.3 Introduction of New Technology

7.3.1 The City agrees to confer with representatives of Association on the impacts of the City's decision to introduce of new technology into work performed by classes represented by the Association.

7.4 Association Leave

7.4.1 Each month, elected officers of the Association shall be entitled to take leave with pay from work in order to perform Association business, but such leave shall be limited to an aggregate total of eight (8) hours per calendar month. Each employee taking such leave shall arrange a convenient time approved in advance by his/her immediate supervisor. Unused time shall not accumulate for use in future months, without prior written approval by the City's Personnel Officer.

7.4.2 Association employees authorized by the Association president shall be entitled to use work time in order to prepare and distribute an Association Newsletter. Such time off shall be taken only with advance approval by the employee's immediate supervisor and the maximum time off allowed in the aggregate, shall be (10) hours per month. Unused time shall not accumulate for use in future months without prior written approval by the City's Personnel Officer.

7.5 Other Working Conditions Not Set Forth Herein

7.5.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on December 7, 2011, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

ARTICLE VIII.
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

8.1 Other Compensable Items not set Forth Herein

8.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on Exhibit A , unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

Exhibit A					
Effective January 1, 2014 (Current July 1, 2015)					
Salary Range	STEPS				
	A	B	C	D	E
110	$3,812.21	$4,002.82	$4,202.96	$4,413.11	$4,633.77
111	$3,907.52	$4,102.90	$4,308.04	$4,523.44	$4,749.61
112	$4,005.20	$4,205.46	$4,415.73	$4,636.52	$4,868.35
113	$4,105.34	$4,310.61	$4,526.14	$4,752.44	$4,990.07
114	$4,207.97	$4,418.37	$4,639.29	$4,871.25	$5,114.81
115	$4,313.16	$4,528.82	$4,755.26	$4,993.02	$5,242.67
116	$4,421.00	$4,642.05	$4,874.15	$5,117.86	$5,373.75
117	$4,531.52	$4,758.10	$4,996.00	$5,245.80	$5,508.09
118	$4,644.80	$4,877.04	$5,120.89	$5,376.94	$5,645.78
119	$4,760.93	$4,998.98	$5,248.93	$5,511.37	$5,786.94
120	$4,879.96	$5,123.96	$5,380.16	$5,649.16	$5,931.62
121	$5,001.95	$5,252.05	$5,514.65	$5,790.38	$6,079.90
122	$5,127.00	$5,383.35	$5,652.52	$5,935.14	$6,231.90
123	$5,255.17	$5,517.93	$5,793.82	$6,083.52	$6,387.69
124	$5,386.56	$5,655.89	$5,938.68	$6,235.62	$6,547.40
125	$5,521.21	$5,797.27	$6,087.13	$6,391.49	$6,711.07
126	$5,659.25	$5,942.21	$6,239.32	$6,551.29	$6,878.85
127	$5,800.73	$6,090.77	$6,395.30	$6,715.07	$7,050.82
128	$5,945.74	$6,243.03	$6,555.18	$6,882.94	$7,227.08
129	$6,094.39	$6,399.11	$6,719.06	$7,055.02	$7,407.77
130	$6,246.75	$6,559.09	$6,887.04	$7,231.39	$7,592.96
131	$6,402.92	$6,723.07	$7,059.22	$7,412.18	$7,782.79
132	$6,562.99	$6,891.14	$7,235.70	$7,597.48	$7,977.36
133	$6,727.06	$7,063.41	$7,416.58	$7,787.41	$8,176.78
134	$6,895.25	$7,240.01	$7,602.01	$7,982.11	$8,381.22
135	$7,067.62	$7,421.00	$7,792.05	$8,181.65	$8,590.74
136	$7,244.31	$7,606.53	$7,986.85	$8,386.19	$8,805.50
137	$7,425.42	$7,796.69	$8,186.53	$8,595.85	$9,025.64
138	$7,611.06	$7,991.61	$8,391.19	$8,810.75	$9,251.29
139	$7,801.33	$8,191.40	$8,600.97	$9,031.01	$9,482.57
140	$7,996.37	$8,396.19	$8,816.00	$9,256.80	$9,719.64
141	$8,196.28	$8,606.09	$9,036.40	$9,488.22	$9,962.63
142	$8,401.18	$8,821.24	$9,262.30	$9,725.42	$10,211.69
143	$8,611.21	$9,041.77	$9,493.86	$9,968.55	$10,466.98
144	$8,826.49	$9,267.81	$9,731.21	$10,217.77	$10,728.65
145	$9,047.16	$9,499.52	$9,974.49	$10,473.22	$10,996.88
146	$9,273.33	$9,737.00	$10,223.85	$10,735.04	$11,271.79
147	$9,505.17	$9,980.43	$10,479.45	$11,003.42	$11,553.59

Exhibit B					
Effective January 1, 2016 (2% COLA)					
Salary Range	STEPS				
	A	B	C	D	E
110	$3,888.45	$4,082.88	$4,287.02	$4,501.37	$4,726.44
111	$3,985.67	$4,184.95	$4,394.20	$4,613.91	$4,844.61
112	$4,085.30	$4,289.57	$4,504.05	$4,729.25	$4,965.71
113	$4,187.45	$4,396.82	$4,616.66	$4,847.49	$5,089.87
114	$4,292.13	$4,506.74	$4,732.07	$4,968.68	$5,217.11
115	$4,399.42	$4,619.39	$4,850.36	$5,092.88	$5,347.53
116	$4,509.42	$4,734.89	$4,971.64	$5,220.22	$5,481.23
117	$4,622.15	$4,853.26	$5,095.92	$5,350.72	$5,618.25
118	$4,737.70	$4,974.58	$5,223.31	$5,484.48	$5,758.70
119	$4,856.15	$5,098.96	$5,353.90	$5,621.60	$5,902.68
120	$4,977.56	$5,226.44	$5,487.76	$5,762.15	$6,050.25
121	$5,101.99	$5,357.09	$5,624.94	$5,906.19	$6,201.50
122	$5,229.54	$5,491.02	$5,765.57	$6,053.85	$6,356.54
123	$5,360.27	$5,628.29	$5,909.70	$6,205.19	$6,515.45
124	$5,494.29	$5,769.01	$6,057.46	$6,360.33	$6,678.35
125	$5,631.63	$5,913.22	$6,208.88	$6,519.32	$6,845.29
126	$5,772.44	$6,061.06	$6,364.11	$6,682.32	$7,016.43
127	$5,916.74	$6,212.58	$6,523.21	$6,849.37	$7,191.84
128	$6,064.65	$6,367.89	$6,686.28	$7,020.60	$7,371.63
129	$6,216.28	$6,527.09	$6,853.45	$7,196.12	$7,555.92
130	$6,371.69	$6,690.27	$7,024.78	$7,376.02	$7,744.82
131	$6,530.98	$6,857.53	$7,200.40	$7,560.42	$7,938.45
132	$6,694.25	$7,028.96	$7,380.41	$7,749.43	$8,136.90
133	$6,861.60	$7,204.68	$7,564.92	$7,943.16	$8,340.32
134	$7,033.16	$7,384.81	$7,754.05	$8,141.76	$8,548.84
135	$7,208.97	$7,569.42	$7,947.89	$8,345.29	$8,762.55
136	$7,389.20	$7,758.66	$8,146.59	$8,553.92	$8,981.61
137	$7,573.93	$7,952.62	$8,350.26	$8,767.77	$9,206.16
138	$7,763.28	$8,151.45	$8,559.02	$8,986.97	$9,436.32
139	$7,957.36	$8,355.22	$8,772.99	$9,211.63	$9,672.22
140	$8,156.30	$8,564.11	$8,992.32	$9,441.93	$9,914.03
141	$8,360.21	$8,778.22	$9,217.13	$9,677.98	$10,161.88
142	$8,569.20	$8,997.66	$9,447.55	$9,919.92	$10,415.92
143	$8,783.43	$9,222.61	$9,683.74	$10,167.92	$10,676.32
144	$9,003.02	$9,453.17	$9,925.83	$10,422.12	$10,943.23
145	$9,228.10	$9,689.51	$10,173.98	$10,682.68	$11,216.82
146	$9,458.80	$9,931.74	$10,428.32	$10,949.74	$11,497.23
147	$9,695.27	$10,180.04	$10,689.04	$11,223.49	$11,784.67

Exhibit C					
Effective July 1, 2016 (1% COLA)					
Salary Range	**STEPS**				
	A	**B**	**C**	**D**	**E**
110	$3,927.34	$4,123.71	$4,329.89	$4,546.39	$4,773.70
111	$4,025.53	$4,226.80	$4,438.14	$4,660.05	$4,893.05
112	$4,126.16	$4,332.46	$4,549.09	$4,776.54	$5,015.37
113	$4,229.32	$4,440.79	$4,662.83	$4,895.97	$5,140.77
114	$4,335.05	$4,551.80	$4,779.39	$5,018.36	$5,269.28
115	$4,443.42	$4,665.59	$4,898.87	$5,143.81	$5,401.00
116	$4,554.51	$4,782.24	$5,021.35	$5,272.42	$5,536.04
117	$4,668.37	$4,901.79	$5,146.88	$5,404.22	$5,674.44
118	$4,785.07	$5,024.33	$5,275.54	$5,539.32	$5,816.29
119	$4,904.71	$5,149.95	$5,407.44	$5,677.82	$5,961.71
120	$5,027.33	$5,278.70	$5,542.64	$5,819.77	$6,110.76
121	$5,153.01	$5,410.66	$5,681.19	$5,965.25	$6,263.51
122	$5,281.84	$5,545.93	$5,823.22	$6,114.38	$6,420.10
123	$5,413.88	$5,684.57	$5,968.80	$6,267.24	$6,580.60
124	$5,549.23	$5,826.70	$6,118.03	$6,423.93	$6,745.13
125	$5,687.95	$5,972.35	$6,270.97	$6,584.51	$6,913.74
126	$5,830.16	$6,121.67	$6,427.75	$6,749.14	$7,086.60
127	$5,975.91	$6,274.71	$6,588.44	$6,917.87	$7,263.76
128	$6,125.30	$6,431.57	$6,753.14	$7,090.80	$7,445.34
129	$6,278.44	$6,592.36	$6,921.98	$7,268.08	$7,631.48
130	$6,435.40	$6,757.17	$7,095.03	$7,449.78	$7,822.27
131	$6,596.29	$6,926.10	$7,272.41	$7,636.03	$8,017.83
132	$6,761.19	$7,099.25	$7,454.21	$7,826.93	$8,218.27
133	$6,930.22	$7,276.73	$7,640.56	$8,022.59	$8,423.72
134	$7,103.49	$7,458.66	$7,831.59	$8,223.17	$8,634.33
135	$7,281.06	$7,645.12	$8,027.37	$8,428.74	$8,850.18
136	$7,463.09	$7,836.24	$8,228.05	$8,639.46	$9,071.43
137	$7,649.67	$8,032.15	$8,433.76	$8,855.45	$9,298.22
138	$7,840.91	$8,232.96	$8,644.61	$9,076.84	$9,530.68
139	$8,036.93	$8,438.78	$8,860.72	$9,303.75	$9,768.94
140	$8,237.86	$8,649.75	$9,082.24	$9,536.35	$10,013.17
141	$8,443.81	$8,866.00	$9,309.30	$9,774.76	$10,263.50
142	$8,654.90	$9,087.64	$9,542.02	$10,019.12	$10,520.08
143	$8,871.27	$9,314.83	$9,780.57	$10,269.60	$10,783.08
144	$9,093.05	$9,547.70	$10,025.09	$10,526.34	$11,052.66
145	$9,320.38	$9,786.40	$10,275.72	$10,789.51	$11,328.99
146	$9,553.38	$10,031.05	$10,532.61	$11,059.24	$11,612.20
147	$9,792.23	$10,281.84	$10,795.93	$11,335.73	$11,902.51

Exhibit D1					
Effective July 1, 2017 (2% COLA, assuming CalPERS Employer Rates do not exceed 33%)					
Salary Range	STEPS				
	A	B	C	D	E
110	$4,005.89	$4,206.18	$4,416.49	$4,637.31	$4,869.18
111	$4,106.04	$4,311.34	$4,526.91	$4,753.25	$4,990.91
112	$4,208.68	$4,419.11	$4,640.07	$4,872.07	$5,115.68
113	$4,313.91	$4,529.60	$4,756.08	$4,993.89	$5,243.58
114	$4,421.75	$4,642.84	$4,874.98	$5,118.73	$5,374.67
115	$4,532.29	$4,758.90	$4,996.85	$5,246.69	$5,509.02
116	$4,645.60	$4,877.88	$5,121.78	$5,377.87	$5,646.76
117	$4,761.74	$4,999.83	$5,249.82	$5,512.31	$5,787.92
118	$4,880.77	$5,124.81	$5,381.05	$5,650.11	$5,932.61
119	$5,002.80	$5,252.94	$5,515.59	$5,791.37	$6,080.94
120	$5,127.88	$5,384.28	$5,653.49	$5,936.16	$6,232.97
121	$5,256.07	$5,518.87	$5,794.82	$6,084.56	$6,388.78
122	$5,387.47	$5,656.85	$5,939.69	$6,236.67	$6,548.51
123	$5,522.15	$5,798.26	$6,088.17	$6,392.58	$6,712.21
124	$5,660.22	$5,943.23	$6,240.39	$6,552.41	$6,880.03
125	$5,801.71	$6,091.80	$6,396.38	$6,716.20	$7,052.01
126	$5,946.76	$6,244.10	$6,556.31	$6,884.12	$7,228.33
127	$6,095.43	$6,400.20	$6,720.21	$7,056.22	$7,409.03
128	$6,247.81	$6,560.20	$6,888.21	$7,232.62	$7,594.25
129	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11
130	$6,564.11	$6,892.32	$7,236.93	$7,598.78	$7,978.72
131	$6,728.21	$7,064.62	$7,417.86	$7,788.75	$8,178.19
132	$6,896.42	$7,241.24	$7,603.30	$7,983.46	$8,382.64
133	$7,068.82	$7,422.26	$7,793.38	$8,183.04	$8,592.20
134	$7,245.56	$7,607.83	$7,988.23	$8,387.64	$8,807.02
135	$7,426.68	$7,798.02	$8,187.92	$8,597.31	$9,027.18
136	$7,612.35	$7,992.97	$8,392.62	$8,812.25	$9,252.86
137	$7,802.66	$8,192.79	$8,602.43	$9,032.56	$9,484.18
138	$7,997.73	$8,397.62	$8,817.50	$9,258.37	$9,721.29
139	$8,197.67	$8,607.55	$9,037.93	$9,489.83	$9,964.32
140	$8,402.62	$8,822.75	$9,263.89	$9,727.08	$10,213.43
141	$8,612.68	$9,043.32	$9,495.48	$9,970.26	$10,468.77
142	$8,827.99	$9,269.39	$9,732.86	$10,219.51	$10,730.48
143	$9,048.69	$9,501.13	$9,976.19	$10,474.99	$10,998.74
144	$9,274.91	$9,738.66	$10,225.59	$10,736.87	$11,273.71
145	$9,506.79	$9,982.13	$10,481.24	$11,005.30	$11,555.56
146	$9,744.45	$10,231.67	$10,743.26	$11,280.42	$11,844.44
147	$9,988.07	$10,487.47	$11,011.85	$11,562.44	$12,140.56

Exhibit D2					
Effective July 1, 2017 (1% COLA, assuming CalPERS Employer Rates between 33% and 34%)					
Salary Range	**STEPS**				
	A	**B**	**C**	**D**	**E**
110	$3,966.61	$4,164.94	$4,373.19	$4,591.85	$4,821.44
111	$4,065.78	$4,269.07	$4,482.53	$4,706.65	$4,941.98
112	$4,167.42	$4,375.79	$4,594.58	$4,824.31	$5,065.52
113	$4,271.61	$4,485.20	$4,709.45	$4,944.93	$5,192.17
114	$4,378.40	$4,597.32	$4,827.19	$5,068.55	$5,321.97
115	$4,487.85	$4,712.24	$4,947.86	$5,195.25	$5,455.01
116	$4,600.06	$4,830.06	$5,071.57	$5,325.14	$5,591.40
117	$4,715.06	$4,950.81	$5,198.35	$5,458.27	$5,731.18
118	$4,832.92	$5,074.57	$5,328.30	$5,594.71	$5,874.45
119	$4,953.76	$5,201.45	$5,461.52	$5,734.59	$6,021.32
120	$5,077.61	$5,331.49	$5,598.06	$5,877.97	$6,171.86
121	$5,204.54	$5,464.77	$5,738.00	$6,024.90	$6,326.15
122	$5,334.65	$5,601.39	$5,881.46	$6,175.53	$6,484.30
123	$5,468.01	$5,741.42	$6,028.49	$6,329.91	$6,646.41
124	$5,604.73	$5,884.96	$6,179.21	$6,488.17	$6,812.58
125	$5,744.83	$6,032.07	$6,333.68	$6,650.36	$6,982.88
126	$5,888.46	$6,182.88	$6,492.03	$6,816.63	$7,157.46
127	$6,035.67	$6,337.45	$6,654.33	$6,987.04	$7,336.40
128	$6,186.55	$6,495.88	$6,820.68	$7,161.71	$7,519.80
129	$6,341.22	$6,658.29	$6,991.20	$7,340.76	$7,707.80
130	$6,499.76	$6,824.74	$7,165.98	$7,524.28	$7,900.49
131	$6,662.25	$6,995.36	$7,345.13	$7,712.39	$8,098.01
132	$6,828.80	$7,170.24	$7,528.76	$7,905.19	$8,300.45
133	$6,999.52	$7,349.50	$7,716.97	$8,102.82	$8,507.96
134	$7,174.52	$7,533.25	$7,909.91	$8,305.41	$8,720.68
135	$7,353.87	$7,721.57	$8,107.64	$8,513.03	$8,938.68
136	$7,537.72	$7,914.60	$8,310.34	$8,725.85	$9,162.14
137	$7,726.16	$8,112.47	$8,518.10	$8,944.00	$9,391.20
138	$7,919.32	$8,315.29	$8,731.05	$9,167.61	$9,625.99
139	$8,117.30	$8,523.16	$8,949.32	$9,396.79	$9,866.63
140	$8,320.24	$8,736.25	$9,173.06	$9,631.72	$10,113.30
141	$8,528.25	$8,954.66	$9,402.39	$9,872.51	$10,366.14
142	$8,741.44	$9,178.52	$9,637.44	$10,119.31	$10,625.28
143	$8,959.98	$9,407.98	$9,878.38	$10,372.30	$10,890.91
144	$9,183.98	$9,643.18	$10,125.34	$10,631.61	$11,163.19
145	$9,413.59	$9,884.27	$10,378.48	$10,897.40	$11,442.28
146	$9,648.92	$10,131.36	$10,637.93	$11,169.83	$11,728.32
147	$9,890.15	$10,384.66	$10,903.89	$11,449.08	$12,021.54

Exhibit D3					
Effective July 1, 2017 (0% COLA, assuming CalPERS Employer Rates greater than 34%)					
Salary Range	**STEPS**				
	A	**B**	**C**	**D**	**E**
110	$3,927.34	$4,123.71	$4,329.89	$4,546.39	$4,773.70
111	$4,025.53	$4,226.80	$4,438.14	$4,660.05	$4,893.05
112	$4,126.16	$4,332.46	$4,549.09	$4,776.54	$5,015.37
113	$4,229.32	$4,440.79	$4,662.83	$4,895.97	$5,140.77
114	$4,335.05	$4,551.80	$4,779.39	$5,018.36	$5,269.28
115	$4,443.42	$4,665.59	$4,898.87	$5,143.81	$5,401.00
116	$4,554.51	$4,782.24	$5,021.35	$5,272.42	$5,536.04
117	$4,668.37	$4,901.79	$5,146.88	$5,404.22	$5,674.44
118	$4,785.07	$5,024.33	$5,275.54	$5,539.32	$5,816.29
119	$4,904.71	$5,149.95	$5,407.44	$5,677.82	$5,961.71
120	$5,027.33	$5,278.70	$5,542.64	$5,819.77	$6,110.76
121	$5,153.01	$5,410.66	$5,681.19	$5,965.25	$6,263.51
122	$5,281.84	$5,545.93	$5,823.22	$6,114.38	$6,420.10
123	$5,413.88	$5,684.57	$5,968.80	$6,267.24	$6,580.60
124	$5,549.23	$5,826.70	$6,118.03	$6,423.93	$6,745.13
125	$5,687.95	$5,972.35	$6,270.97	$6,584.51	$6,913.74
126	$5,830.16	$6,121.67	$6,427.75	$6,749.14	$7,086.60
127	$5,975.91	$6,274.71	$6,588.44	$6,917.87	$7,263.76
128	$6,125.30	$6,431.57	$6,753.14	$7,090.80	$7,445.34
129	$6,278.44	$6,592.36	$6,921.98	$7,268.08	$7,631.48
130	$6,435.40	$6,757.17	$7,095.03	$7,449.78	$7,822.27
131	$6,596.29	$6,926.10	$7,272.41	$7,636.03	$8,017.83
132	$6,761.19	$7,099.25	$7,454.21	$7,826.93	$8,218.27
133	$6,930.22	$7,276.73	$7,640.56	$8,022.59	$8,423.72
134	$7,103.49	$7,458.66	$7,831.59	$8,223.17	$8,634.33
135	$7,281.06	$7,645.12	$8,027.37	$8,428.74	$8,850.18
136	$7,463.09	$7,836.24	$8,228.05	$8,639.46	$9,071.43
137	$7,649.67	$8,032.15	$8,433.76	$8,855.45	$9,298.22
138	$7,840.91	$8,232.96	$8,644.61	$9,076.84	$9,530.68
139	$8,036.93	$8,438.78	$8,860.72	$9,303.75	$9,768.94
140	$8,237.86	$8,649.75	$9,082.24	$9,536.35	$10,013.17
141	$8,443.81	$8,866.00	$9,309.30	$9,774.76	$10,263.50
142	$8,654.90	$9,087.64	$9,542.02	$10,019.12	$10,520.08
143	$8,871.27	$9,314.83	$9,780.57	$10,269.60	$10,783.08
144	$9,093.05	$9,547.70	$10,025.09	$10,526.34	$11,052.66
145	$9,320.38	$9,786.40	$10,275.72	$10,789.51	$11,328.99
146	$9,553.38	$10,031.05	$10,532.61	$11,059.24	$11,612.20
147	$9,792.23	$10,281.84	$10,795.93	$11,335.73	$11,902.51

File #: 16-071, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Approve Resolution Urging State to Address Critical Funding Needs for State and Local Transportation Infrastructure - Extraordinary Legislative Session

Recommendation for Action: Staff recommends that the Council adopt Resolution No. _____, urging the Governor and Legislature to provide new sustainable funding for state and local transportation infrastructure.

Staff Contact
Paul Navazio, City Manager paul.navazio@cityofwoodland.org

Fiscal Impact
The transportation funding package under consideration would provide an estimated $3 billion per year for state and local road maintenance, to be divided roughly equally between state and local (city and county) agencies. It is estimated that the City of Woodland would receive roughly $2.6 million per year, for up to ten years, to address roadway maintenance needs.

Background
Earlier this year, the City Council authorized a “support” position on SB16 (Beall) that proposed to establish a temporary funding mechanism to support state and local transportation restructure funding for a five-year period. This legislative initiative was considered as part of the overall package of budget proposals, but was not included in the final, adopted State budget.

However, Governor Brown continues to identify funding in support of state and local transportation infrastructure as a priority and has called an extraordinary session of the legislature to specifically address this critical need. It is in the context of this extraordinary legislative session that a coalition of advocates - including the League of California Cities - has requested that cities adopt resolutions in support of efforts to identify a sustainable funding stream for state and local highways, streets and roads.

Discussion
There is ample evidence that lack of transportation funding over the past twenty years has led to an increasingly large backlog of maintenance needs both on the state highways system and on local streets and roads. Transportation funding has not grown with the cost of road maintenance, and the problem will only continue to grow worse without immediate action. There are two reports that highlight the need for this focus:

State Highway System - According to the 2013 State Highway Operation and Protection Program (SHOPP), the total need for the rehabilitation and operation of the SHS for the next ten years is $82 billion, or an average annual cost of $8.2 billion. This cost estimate includes funding for project development, right-of-way acquisition, and capital construction. Projected state funding available for the SHOPP is $2 billion a year, which covers roughly 25 percent of the estimated need. Over 10 years this sums up to a $59 billion shortfall in revenues necessary for proper maintenance of the SHS, including more than $31 billion in roadway preservation and $12 billion in bridge preservation and maintenance.

Local Streets and Roads - California's cities and counties own and maintain more than 143,000 centerline miles of local streets and roads. This road network incorporates over 80 percent of the state's total publicly maintained centerline miles, and is valued at over $188 billion. The total funding shortfall for the local system is $78.3 billion over the next 10 years. This includes $56.1 billion for pavements, and $22.2 billion for bridges and essential components.

The City of Woodland maintains over 413 lane miles of roadways with a replacement value in excess of $400 million. It has been demonstrated that funding on the order of $4.0 million per year would be necessary to maintain the desired standard of a 70 PCI (pavement condition index). Currently, funding for roadway maintenance is typically under $1 million per year, and is provided largely through the voter-approved (Measure E) half-cent sales tax and declining gas tax revenues. Development of an enhanced, stable funding source for roadway maintenance is an established priority of the City Council as well as a priority for the League of California Cities.

The League of California Cities, along with a broad coalition of local government agencies, has adopted a set of specific principles and priorities to help guide development of a comprehensive transportation funding program:

1. Make a significant investment in transportation funding infrastructure.
2. Focus on maintaining and rehabilitating the current system
3. Provide for an equal split between state and local projects
4. Raise revenues across a broad range of options
5. Invest a portion of diesel tax and/or cap-and-trade revenues to high-priority goods-movement projects
6. Strong accountability requirements to protect taxpayer's investment
7. Provide for consistent annual funding levels.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, urging the Governor and Legislature to provide new sustainable funding for state and local transportation infrastructure.

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the City of Woodland has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the results show that the City of Woodland's local streets have a citywide average pavement index of 70, placing them in the low-end of the "good" category; and

WHEREAS, it is estimated that annual funding levels of over $4.0 million would be needed to maintain the current pavement condition index; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional $1.7 billion just to maintain a status quo pavement condition, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional $3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

WHEREAS, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by $11 billion in five years and $21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, in addition to the local system, the state highway system needs an additional $5.7 billion annually to address the state's deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least $7.3 billion annually in new money going directly to cities and counties; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WOODLAND strongly urges the Governor and Legislature to identity a sufficient and stable funding source for local streets and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, that the CITY OF WOODLAND strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

1. **Make a significant investment in transportation infrastructure.** Any package should seek to raise at least $6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.

2. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.

4. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.

5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects**. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

7. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a $900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

PASSED AND ADOPTED by the City Council this 18th day of August, 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

City of Woodland

Legislation Text

17.

File #: 16-062, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Third 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 Third Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.

Staff Contact

Wendy Ross, Economic Development Manager-530 661-5921, wendy.ross@cityofwoodland.org

Council Goal

economic base with a range of employment opportunities by supporting growth of existing businesses, and providing expanded opportunities for new businesses through targeted infrastructure investments and leveraging existing community and regional assets.

Quality of Life - Maintain and enhance Woodland's quality of life by ensuring the highest level of public safety, promoting a wide range of parks and recreational facilities and activities, and provision of exceptional public services, consistent with community expectations.

Fiscal Impact

An expansion of sales/consumption areas at Velocity Island Park will allow adult spectators to enjoy a range of food and beverage options offering a modest fiscal impact (increase in revenues) to the City through a modest increase in sales tax. This amendment will also provide an opportunity to increase transient occupancy taxes (TOT) and sales tax caused by more hotel night visits and patronage of restaurants/bars.

Background

- On February 5, 2013, the City Council authorized the City Manager to execute a Ground Lease Agreement and Addendum with Love Ride Inc. for the use of approximately 15 acres of City owned land referred to as Dubach Stormwater Detention Facility (Assessor Parcel Numbers 027-340-002 & 027-270-078). The Ground Lease Agreement and Addendum were executed on April 8, 2013.
- Velocity Island Park opened for business in July 2014. The industry is relatively new in the US

and California. Based on the risk, staff consulted with YCPARMIA. YCPARMIA recommended, and the City Attorney concurred, that the City should require general liability insurance in the amount of $5,000,000.

- On March 3, 2015, at the request of the Tenant, the City Council adopted Resolution No. 6394 authorizing the City Manager to execute the First Amendment to the Ground Lease Agreement with Love Ride Inc. for Velocity Island Park allowing the Tenant to reduce occurrence insurance from Five Million Dollars ($5,000,000) to occurrence version general liability insurance, or an equivalent form, with a combined single life limit of not less than Three Million Dollars ($3,000,000) per occurrence; and authorized the City Manager, in consultation with the City Attorney, to make confirming and clarifying changes to the First Amendment provided that the insurance requirement is not lowered.
- On June 16, 2015, the City Council adopted Resolution 6459 and approved (in concurrence with YCPARMIA and the City Attorney) the Second Amendment to the Lease Agreement, which permitted the following:
    - Sale of beer and wine on-site at restaurant area; and
    - Required Tenant to maintain occurrence version liquor liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies, and;
    - The installation of a skateboard park within the leased land as recommended by the Planning Commission. YCPARMIA further advised that the waiver signed by Velocity Island users specifically incorporate use of the skateboard park and that a prohibition be included on having simultaneous use of the skate park by bicycle riders and skateboard users. The City Attorney redrafted the waiver for Love Ride's review, and the skatepark prohibition has been incorporated into the Second Amendment to the Lease.

Discussion

General Information

Love Ride, Inc. continues to operate Velocity Island Park under a temporary Certificate of Occupancy, and all health and safety requirements were satisfied prior to its opening in July 2014. City staff continues to work with Love Ride, Inc. in the hopes that Love Ride will soon secure its Certificate of Occupancy.

Consistent with the terms of the lease, Love Ride, Inc. increased its monthly rental payment to the City to $250 in May 2015 (after 2 years of $200 per month) and additionally continues to maintain the site at a savings to the City of approximately $8,000 per year. Velocity Island Park held one special event in 2014 and 2 special events in 2015 thus far. Each event has generated an additional $300 to the City. The most recent event, the Monster Energy Triple Crown, generated additional TOT and sales tax to the City for the period of June 1, 2015 through June 9, 2015. The three day event hosted between 800 and 1,200 people each day with no reported issues or concerns regarding alcohol sales.

The current request seeks to extend alcohol sales and consumption to include the beach and island areas of the park in addition to the patio dining area adjacent to the Black Pearl Grill as previously approved by the City Council on June 16, 2015.

Project Proposal/Discussion

Beer and Wine Sales. The applicant is requesting a modification of the Conditional Use Permit to expand beer and wine sales at the wakeboard park to include the beach and island areas in addition to the patio/dining area, adjacent to the existing Black Pearl Grill. The added sales/consumption areas will allow adult spectators to enjoy a range of food and beverage options while viewing wakeboard riders from the beach and island areas. The expanded areas also allow for flexibility in the sales of beer and wine for special events, weddings, fundraisers, etc., which may take place along the beach area or on the island; which was specifically designed for such events. The project applicant finds that the expansion of alcohol sales beyond the patio area, as currently permitted, is an important factor in the overall enjoyment of the facility by visitors and spectators and in the success of the business.

The wakeboard park and Black Pearl Grill currently operates seven days a week, May through October, from approximately Noon to Dusk. Operating hours are permitted to 10 PM upon approval by the Community Development Director (Conditions of Approval #24 and #25). Winter season operations of the Black Pearl Grill will vary, but do not extend past park operating hours.

Safety precautions as outlined in the applicant's justification statement include ID checks at the time of sale, wristband requirements for adults purchasing alcohol to verify that ID's have been checked and rider wristband removal at the time of purchase to ensure no one is riding under the influence of alcohol. Additionally, park employees will constantly monitor the park facilities and, during larger events, private security will be retained to help monitor under aged drinking and crowd control. Condition of Approval #24, pertaining to alcohol sales at the park is proposed to be modified as follows (language removed shown in strikethrough, amended language shown in double underline):

> **Amended COA #24:** Beer and wine sales and consumption shall be allowed ~~at the park's grill/snack shack only and consumption of beer and wine shall take place only within the designated patio dining area at the park~~ within the fenced/leased portion of the wakeboard park, including the beach, island and café/grill patio area. ~~The designated patio/dining area shall be identified through signage to the satisfaction of the City and shall clearly denote areas where beer/wine may be (and may not be) consumed.~~ Beer and wine sales shall occur ~~between the hours of 12:00pm and 7:30pm~~ during wakeboard park and/or café/grill operating hours up to 10 PM.
>
> Appropriate safety precautions shall be adhered to including, but not limited to, ID checks to ensure minors are not served alcohol (beer/wine) and rider wristbands shall be cut upon ordering beer or wine from the café/grill, after which time, a new wristband shall not be issued. Applicant shall comply with all provisions and requirements of the Department of Alcoholic Beverage Control including obtaining a Type 41 Beer and Wine permit prior to sales. Applicant shall also comply with the requirements for on-sale liquor establishments not within the Central Business District Zone (Zoning Ordinance Section 25-21-70 (c)(2)). Sales of alcohol/beer or wine outside of these provisions may only occur through the issuance of a Special Events Permit (see Condition #24 above).
>
> If issues pertaining to the sale/consumption of alcohol should arise, either through reported incidence or upon inspection/monitoring by the City, the City shall have the ability to require additional security/safety measures pertaining to the sale/consumption of alcohol or may, at its discretion, restrict the areas where alcohol may be sold or consumed.
>
> **Amended COA #25:** Wakeboard park operating hours shall be submitted to the Community Development Director for review and approval.

Special Events. The proposed cable wakeboard park operates up to seven days per week and serves up to 100 persons per day with more attendance for special events (tournaments) during the year. For larger events, a separate review is required from the City's Special Events Committee and the applicant is required to obtain a Special Event Permit. The Special Event Permit addresses special event parking, shuttle service, traffic control, noise control, sale of alcohol, security measures and advance notification to adjacent residences.

The Special Event Permit process shall remain a required component of any special event anticipated to exceed normal operational attendance; however, to accommodate smaller scale events or events that may take place after normal operating hours, such as small fundraisers or weddings, staff recommends Community Development Director discretion in modifying or waiving Condition #23, based upon a determination that the special event will not create significant traffic, noise, safety or security concerns, or other potential nuisance to surrounding property owners or within the public rights-of-way, as follows:

> **Amended COA #23:** Applicant shall obtain a Special Event Permit prior to holding any special event or tournament. Applicant shall submit the request for such an event a minimum of 30 days prior to the scheduled event to the City's Special Event Committee. The Special Event Permit shall address special event parking, shuttle service, traffic control, noise control, sale of alcohol, security measures and advance notification to adjacent residences. <u>This condition, in part or whole, may be waived or modified by the Community Development Director based upon a determination that the special event or tournament shall not create significant traffic, noise, safety or security concerns, or other potential nuisance to surrounding property owners or within public rights-of-way.</u>

<u>Public Contact</u>

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within 300 feet of the project site.
- Copies of the August 6, 2015 Planning Commission staff report are available for review upon request.

<u>Conclusion</u>

Staff recommends that the City Council approve 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.

Prepared by: Wendy Ross, Economic Development Manager

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution authorizing the City Manager to Execute the Third Amendment to the Ground Lease Agreement

Attachment B - Third Amendment to the Ground Lease Agreement

Attachment C - Planning Commission Resolution PC15-08 and Conditions of Approval

RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO GROUND LEASE AGREEMENT WITH LOVE RIDE, INC.

WHEREAS, the City and Love Ride, Inc. entered into a Ground Lease Agreement ("**Lease**") and First Addendum on April 8, 2013, for a portion of City Property located at 755 North East Street in the City of Woodland, as described more fully in the Ground Lease, for purposes of developing and operating a cable tow recreational water park facility known as Velocity Island Park; and

WHEREAS, Love Ride, Inc. has successfully maintained and operated Velocity Island Park for recreational purposes with no major health and safety issues or concerns for approximately two years; and

WHEREAS, the City and Love Ride, Inc. entered into a First Amendment to the Lease in March 2015 to reduce Love Ride's required insurance; and

WHEREAS, the City and Love Ride, Inc., entered into a Second Amendment to the Lease on June 16, 2015, allowing beer and wine sales at The Black Pearl Grill located within the Velocity Island Wakeboard Park, which requires a Type 41 On-Sale Beer and Wine license from the California Department of Alcohol Beverage Control; and

WHEREAS, the Second Amendment to the Ground Lease approved the construction of an approximately 75 foot by 100 foot skateboard park adjacent to the sandy beach area located near the northeast corner of the site just south of the parking lot; and

WHEREAS, Love Ride, Inc. presented its three proposed changes for a Third Amendment to the Planning Commission on August 6, 2015, and the Planning Commission amended the Conditions of Approval for Love Ride's conditional use permit but provided that such changes would not go into effect until the Lease is amended and executed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby determines that the Third Amendment to the Lease Agreement is exempt from further CEQA review under CEQA Regulations 15061(b)(3), 15301, and 15303, and authorizes the City Manager to execute the Third Amendment to the Ground Lease Agreement with Love Ride Inc. for Velocity Island Park (Exhibit A), to extend the beer and wine sales at The Black Pearl Grill located within the defined areas of Velocity Island Wakeboard Park, to expand the hours of operation to 10 pm; and allow the Community Development Director to determine the significance of a Special Event and requirements for such an event.

PASSED AND ADOPTED by the City Council of the City of Woodland this 18th day of August, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Tom Stallard, Mayor

ATTEST:	APPROVED AS TO FORM:
Ana B. Gonzalez City Clerk	Kara K. Ueda City Attorney

Exhibit A, Third Amendment

CITY OF WOODLAND
THIRD AMENDMENT TO GROUND LEASE AGREEMENT
(Velocity Island Park)

This Third Amendment to Ground Lease Agreement ("**Second Amendment**") is made as of August 18, 2015, by and between the CITY OF WOODLAND, a California municipal corporation ("**City**") and LOVE RIDE INC., a Delaware corporation d/b/a Velocity Island Park ("**Tenant**"). City and Tenant are sometimes collectively referred to herein as the "**parties**."

RECITALS

A. City and Tenant entered into a Ground Lease Agreement ("**Lease**") and an Addendum to the Lease as of April 8, 2013, for a portion of City Property generally located at 755 North East Street in the City of Woodland, and more specifically identified as Yolo County Assessor's Parcel Numbers 027-340-002 and 027-270-078, as described more fully in the Lease and which is referred to as the Leased Land; and

B. The City and Tenant amended the Lease ("**First Amendment**") on or around March 3, 2015, to reduce the general liability insurance required from Five Million Dollars to Three Million Dollars ($3,000,0000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies; and

C. The First Amendment also added Section 6.9 to the Ground Lease, requiring that Tenant provide certain audits, safety reports, testing reports, OSHA complaints, and other records relating to its use of the Leased Land to City within specified time periods; and

D. The Second Amendment also amended Section 2 to the Ground Lease, permitting the Tenant to include an on-sie restaurant and a skateboard park; and

E. The Second Amendment replace Section 2.3 of the Ground Lease requiring the tenant to Comply with City's Conditions and CEQA Mitigation Measures; and

F. The Second Amendment added Section 12.1.4 of the Ground Lease which required the Tenant to maintain occurrence version liquor liability insurance or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies; and

G. The Second Amendment amended Sections 1 and 25 of the Conditions of Approval of the Planning Conditions as approved on June 16, 2015.

H. Tenant has successfully maintained and operated a cable park at the Leased Land, known as "Velocity Island Park," for recreational purposes with no reported health and safety issues or concerns for approximately two years; and

I. Tenant has committed to addressing the outstanding issues, permit requirements, and Conditions of Approval per the Lease as required.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Tenant hereby agree as follows:

1. Amendment to Exhibit "A" Conditions of Approval. Conditions of approval numbers 23, 24 and 25 of the Planning Comission Conditions of Approval, as set forth in Exhibit B of the Lease, are hereby amended and renumbered to read as follows:

23. "Applicant shall obtain a Special Event Permit prior to holding any special event or tournament. Applicant shall submit the request for such an event a minimum of 30 days prior to the scheduled event to the City's Special Event Committee. The Special Event Permit shall address special event parking, shuttle service, traffic control, noise control, sale of alcohol, security measures and advance notification to adjacent residences. This condition, in part or whole, may be waived or modified by the Community Development Director based upon a determination that the special event or tournament shall not create significant traffic, noise, safety or security concerns, or other potential nuisance to surrounding property owners or within public rights-of-way.

24. Beer and wine sales and consumption shall be allowed within the fenced/leased portion of the wakeboard park, including the beach, island and café/grill patio area. Beer and wine sales shall occur during wakeboard park and/or café/grill operating hours up to 10 PM.

Appropriate safety precautions shall be adhered to including, but not limited to, ID checks to ensure minors are not served alcohol (beer/wine) and rider wristbands shall be cut upon ordering beer or wine from the café/grill, after which time, a new wristband shall not be issued. Applicant shall comply with all provisions and requirements of the Department of Alcoholic Beverage Control including obtaining a Type 41 Beer and Wine permit prior to sales. Applicant shall also comply with the requirements for on-sale liquor establishments not within the Central Business District Zone (Zoning Ordinance Section 25-21-70 (c)(2)). Sales of alcohol/beer or wine outside of these provisions may only occur through the issuance of a Special Events Permit (see Condition #24 above).

If issues pertaining to the sale/consumption of alcohol should arise, either through reported incidence or upon inspection/monitoring by the City, the City shall have the ability to require additional security/safety measures pertaining to the sale/consumption of alcohol or may, at its discretion, restrict the areas where alcohol may be sold or consumed.

25. Wakeboard park operating hours shall be submitted to the Community Development Director for review and approval."

2. General Provisions.

A. Authority to Enter Third Amendment. Each party represents to the other that the person executing this Third Amendment has the requisite power and authority to execute this

Third Amendment and to bind each respective party.

B. Execution in Counterparts. This Third Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

C. No Other Changes to Agreement. Except as expressly amended by this Third Amendment, all terms and conditions set forth in the Lease, the Addendum, the First Amendment, and Second Amendment shall remain in full force and effect.

D. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, this Second Amendment is executed by the Parties as of the date set forth below (the "Effective Date").

[Signatures on following page]

LANDLORD:
CITY OF WOODLAND,
a California municipal corporation

By:________________________________
Paul Navazio
City Manager

Date:______________________________

Attest:

By:________________________________
Ana B. Gonzalez
City Clerk

TENANT:
LOVE RIDE INC.,
a Delaware corporation

By: ________________________________
Name: _________________________
Title: __________________________

Date:_________________________________

RESOLUTION NO. PC 15-08

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND APPROVING A MODIFICATION TO THE VELOCITY ISLAND WAKEBOARD PARK CONDITIONAL USE PERMIT TO EXTEND ON-SITE BEER AND WINE SALES AT THE WAKEBOARD PARK TO INCLUDE THE BEACH AND ISLAND AREAS IN ADDITION TO THE PATIO/DINING AREA OF THE EXISTING BLACK PEARL GRILL. THE WAKEBOARD PARK IS LOCATED AT 755 N EAST STREET WITHIN THE OPEN SPACE ZONE.

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on August 6, 2015 to review and consider a request from the project applicant, Velocity Island Wakeboard Park, for amendments to the Velocity Island Wakeboard Park Conditional Use Permit (CUP) to extend on-site beer and wine sales at the wakeboard park to include the beach and island areas in addition to the patio/dining area of the existing Black Pearl Grill restaurant located within the park; and

WHEREAS, Velocity Island 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; and

WHEREAS, the Velocity Island Wakeboard Park Conditional Use Permit (CUP) was approved by the Planning Commission on September 20, 2012, and on April 8, 2013, the City of Woodland entered into a Ground Lease Agreement with the project applicant (Love Ride, Inc., d/b/a Velocity Island Park) to allow for the construction and operation of a cable tow recreational water park facility on city owned property, consistent with the Conditions of Approval of the CUP; and

WHEREAS, the Velocity Island Wakeboard Park Conditional Use Permit was modified by the Planning Commission on May 21, 2015 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; and on June 16, 2015, the City Council approved the Second Amendment to the Ground Lease with Velocity Island (Love Ride, Inc.) to amend the project's conditions of approval consistent with the approved CUP modification; and

WHEREAS, the Velocity Island Park CUP Conditions of Approval must be modified to allow for the extension of on-site sale of beer and wine; and

WHEREAS, as part of the approval process, the Ground Lease Agreement between Velocity Island Park and the City of Woodland will need to be amended to modify the terms under which the park will operate; and

WHEREAS, the proposed project amendments conform to the City of Woodland General Plan and Zoning Ordinance in that the uses are conditionally permitted in the Open Space Zone, are consistent with the zoning and general plan and appropriate conditions have been made part of the approval (as provided for in **Exhibit A**); and

WHEREAS, the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Code, and satisfies all minimum physical standards required under the City's Zoning Code for similar type uses; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed project is exempt from CEQA review per Section 15061 (b)(3), which applies minor modifications to an existing facility that are limited in scope and will not result in significant traffic, noise, air quality, or water quality impacts. Further, the project qualifies for a CEQA Class 1 (CEQA Guidelines, §15301) categorical exemption. A Class 1 exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby:

1. Approves the Conditional Use Permit (CUP) Modification subject to the modified conditions of approval included in **Exhibit A**, extending on-site beer and wine sales/consumption at the wakeboard park to include the beach and island areas in addition to the existing Black Pearl Grill patio/dining area located within the park, located at 755 N East Street in the Open Space (O-S) Zone.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 6th day of August, 2015, by the following vote:

AYES: Wells, Holt, Harris, Lizarraga, Lopez, Murphy, Ortega-Lampkin
NOES:
ABSTAIN:
ABSENT:

Kirby Wells, Chairperson

ATTEST:

Cindy Norris

Cindy Norris, Principal Planner

EXHIBIT A

Conditions of Approval

PLANNING – Conditional Use Permit

1. The project is as described in the staff report prepared for the September 20, 2012 Planning Commission meeting, ~~and~~ as amended in the May 21, 2015 staff report to include on-site beer and wine sales at the park's café/grill and to allow the construction of a skateboard park as an ancillary use located within the wakeboard park's leased area, and as further amended in the August 6, 2015 staff report to extend on-site beer and wine sales/consumption at the wakeboard park to include the beach and island areas. The project shall be constructed as depicted on the Conceptual Site Plan, Landscape Plans, and building elevations dated 5/27/2011, and with the amended "Proposed Site Plan with Skate Park" dated 5/7/2015, except as modified in these conditions of approval and with any changes necessary to meet city codes and specifications. Applicant shall obtain all necessary building and or grading permits as required by the City of Woodland Building Department prior to construction of the skateboard park feature.
2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
3. Final Plan Set: Prior to the issuance of building permits, the applicant shall include a Final plan set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).
4. The Applicant shall comply with the approved CEQA Mitigation Monitoring and Reporting Plan. Upon request, applicant shall provide a written report detailing compliance with MMRP to the Community Development Department for review.
5. The Conditional Use Permit must be exercised within **one year** of issuance, or it shall be null and void by act of law (Section 25-27-70).
6. At any time, upon request by the City, applicant shall provide a written report detailing compliance with Conditional Use Permit and Special Event Permits to the Community Development Department for review.
7. Applicant shall provide the Community Development Department with a check for the sum of **$2,151.50** made out to Yolo County to record the environmental document with Yolo County.
8. Applicant to provide written verification that proper screening will block the visibility of roof mounted mechanical or utility equipment from the public.

9. Applicant shall comply with the State of California's new Water Efficient Landscape Ordinance AB 1881. The landscape architect shall document and attest to the compliance with the new State ordinance on the final landscape plans.
10. For landscaping on private property, a minimum of 15-gallon (or larger) trees is required. Landscaping on private property can also use shrubs from 1-gallon containers. All landscape stock shall be inspected by the project landscape architect prior to installation. No root bound plants shall be used, only healthy, well-formed, and vigorous plant material shall be used. Landscape architect to provide written verification as to plant health.
11. Enter into a landscape Maintenance Agreement with the City. The Agreement shall be recorded prior to issuance of a building permit to assure continuing maintenance of the landscaping.
12. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site. Parking and security lights shall not be taller than 20 feet above grade.
13. Applicant shall modify proposed landscape plan to use three (3) tree species in the parking lot as recommended by the City Arborist - Horn beam (Carpinas betulus), Purple Robe(Robinia X ambiguia 'Idahoensis', and Chinese Pistache "Keith Davey". City Arborist may select an evergreen tree as a substitute for one of the three tree species.
14. Applicant shall modify proposed landscape plans by replacing two thirds of the proposed Valley Oaks on the south and east perimeter to include two (2) additional varieties as recommended by the City Arborist - Little leaf Linden (Tillia cordatta) and Frontier Elm (Ulmus X 'Frontier'). City Arborist may select an evergreen tree as a substitute for one of the two tree species.
15. Prior to City issuing any building permit applicant shall have a Tree Protection Plan prepared by a licensed Arborist and submitted for review by the Community Development Department. This Plan shall identify trees to be retained and specific measures to be taken to protect the trees during construction and the long-range care and preservation of the trees.
16. Landscape Plan shall indicate a 3-inches of top dressing (bark) be used in all planter beds.
17. The applicant shall be required to provide replacement trees for all healthy trees removed from the site. The replacement requirement is two trees for every 6 inches of trees removed measured at diameter breast height (DBH). The replacement trees are in addition to those trees required as part of project approval per the City's Landscaping Ordinance and Community Design Standards. Replacement trees may be planted on site or applicant can pay into the City's tree fund at $215 per replacement tree.
18. Photometric data shall be provided, and indicate that the parking area will be equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area. The parking area shall be illuminated from dusk until the termination of business every operating day. Photometric data must also confirm the absent of "Hot Spots" or areas of ten (10) foot-candle of illumination per square foot or more.
19. The bathroom building shall use earth tone integral color CMU split face block. An earth tone color shall also be used for the standing seam metal roof. Applicant shall submit colors

to be used on the building(s) for review and approved by the Community Development Department.

20. Applicant shall construct a trash enclosure matching the bathroom design and materials. Trash enclosures are required to be covered (roof). The roof of the trash enclosure to match roof of bathroom.

21. Operations buildings on site shall use at least two earth tone colors. Applicant shall submit colors to be used on the building(s) for review and approval by the Community Development Department.

22. Should parking become a problem in the opinion of the City, the applicant shall provide additional parking and any necessary shuttle service to the site in order to ensure public safety to the satisfaction of the Community Development Department. Any off-site parking shall be reviewed and approved by the Community Development Department and may require the applicant to obtain a Condition Use Permit for the off-site parking site.

23. Applicant shall obtain a Special Event Permit prior to holding any special event or tournament. Applicant shall submit the request for such an event a minimum of 30 days prior to the scheduled event to the City's Special Event Committee. The Special Event Permit shall address special event parking, shuttle service, traffic control, noise control, sale of alcohol, security measures and advance notification to adjacent residences. This condition, in part or whole, may be waived or modified by the Community Development Director based upon a determination that the special event or tournament shall not create significant traffic, noise, safety or security concerns, or other potential nuisance to surrounding property owners or within public right-of-ways.

24. Beer and wine sales and consumption shall be allowed ~~at the park's grill/snack shack only and consumption of beer and wine shall take place only within the designated patio dining area at the park~~ within the fenced/leased portion of the wakeboard park, including the beach, island and café/grill patio area. ~~The designated patio/dining area shall be identified through signage to the satisfaction of the City and shall clearly denote areas where beer/wine may be (and may not be) consumed.~~ Beer and wine sales shall occur ~~between the hours of 12:00pm and 7:30pm~~ during wakeboard park and/or café/grill operating hours up to 10 PM.

    Appropriate safety precautions shall be adhered to including, but not limited to, ID checks to ensure minors are not served alcohol (beer/wine) and rider wristbands shall be cut upon ordering beer or wine from the café/grill, after which time, a new wristband shall not be issued. Applicant shall comply with all provisions and requirements of the Department of Alcoholic Beverage Control including obtaining a Type 41 Beer and Wine permit prior to sales. Applicant shall also comply with the requirements for on-sale liquor establishments not within the Central Business District Zone (Zoning Ordinance Section 25-21-70 (c)(2)). Sales of alcohol/beer or wine outside of these provisions may only occur through the issuance of a Special Events Permit (see Condition #24 above).

    If issues pertaining to the sale/consumption of alcohol should arise, either through reported incidence or upon inspection/monitoring by the City, the City shall have the ability to require additional security/safety measures pertaining to the sale/consumption of alcohol or may, at its discretion, restrict the areas where alcohol may be sold or consumed.

25. Wakeboard park operating hours shall be submitted to the Community Development Director for review and approval.

26. Applicant to submit for review a geotechnical soils report with construction documents.

27. The use of temporary signs and attention getting devices (flags, sails, inflatable balloons, streamers, sponsor signs, etc.) shall require the applicant to submit plans for review and possible approval, a minimum of 30 days prior to use.

28. Applicant shall implement all of the safety measures outlined in their cable wakeboard park proposal. Applicant shall provide upon request at any time an incident report, tracking safety issues and accidents at the park to the Community Development Department for review.

29. The City shall require the applicant to implement additional safety measure at the park at any time should the City deem additional safety measure necessary.

30. Applicant shall provide a quality assurance report, at any time upon request from the City, to verify that the water quality of the lake is safe for human occupancy and water sports use.

31. Park operators shall provide proof of sufficient insurance for the operation of the park to the satisfaction of the City and YCPARMIA.

DEVELOPMENT ENGINEERING

FEES

1. Project shall pay all applicable development impact fees in effect at the time of building permit. Fees shall be based on the building s.f. of the bathroom and operations building and any other buildings added to the approved site plan, as well as, meter fees for surface water and Storm drain fees shall be based on the paved area of the parking lot. Fees shall be based on the service category.

2. Project shall pay plan check and inspection fees on public improvements and on civil improvements constructed on City property.

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

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

REQUIRED SUBMITTALS:

1. Applicant shall prepare improvement plans for all work within the public right-of-way and civil improvement plans on City property and submit to the Development Engineering with an encroachment permit application for review and approval. The submittal shall include an engineer's estimate of cost for the public improvements and a plan check fee in the amount of 3% of the engineer's cost estimate. Prior to building permit issuance, applicant shall obtain permit and post security for the full cost of the public improvements and improvements on City land. This submittal is separate from the building permit submittal.

   Prior to issuance of the encroachment permit the balance of plan check and inspection fees (total plan check and inspection fees less the deposit) based on the final cost estimate shall be paid in full based on the City's fee schedule these fees are (based on the construction cost of the improvements: 12% of the first $50,000, plus 10% of the next $50,000, plus 9% of the next $100,000, plus 8% of the next $100,000, plus 7% of the amount over $300,000.

2. Unless otherwise determined by the City Engineer, construction of public improvements will require that the applicant enter into an improvement agreement, and provide bonds and insurance.

3. Prior to start of work applicant shall obtain a Caltrans encroachment permit for all work within the right of way of East Street/SR 113. (Caltrans will also need to approve design of the sewer and water connections).

4. Prior to start of work applicant shall obtain a Railroad permit for work within the Railroad Right of Way.

SITE PLAN AND REQUIRED PUBLIC IMPROVEMENTS:

1. The following public improvements are required as a condition of development of this site, and shall be completed under the encroachment permit prior to certificate of occupancy providing the above conditions (required submittals) are met prior to building permit issuance. The Encroachment permit shall apply to the sidewalk, driveway, all utility connections, and all civil improvements (on and off site), and any traffic control or traffic impacts on the public street.

2. The applicant shall install utility connections to City of Woodland Standards and Specifications. This may include but is not limited to installation of new meter boxes, backflow prevention, cleanouts and/or laterals in a location approved by the City.

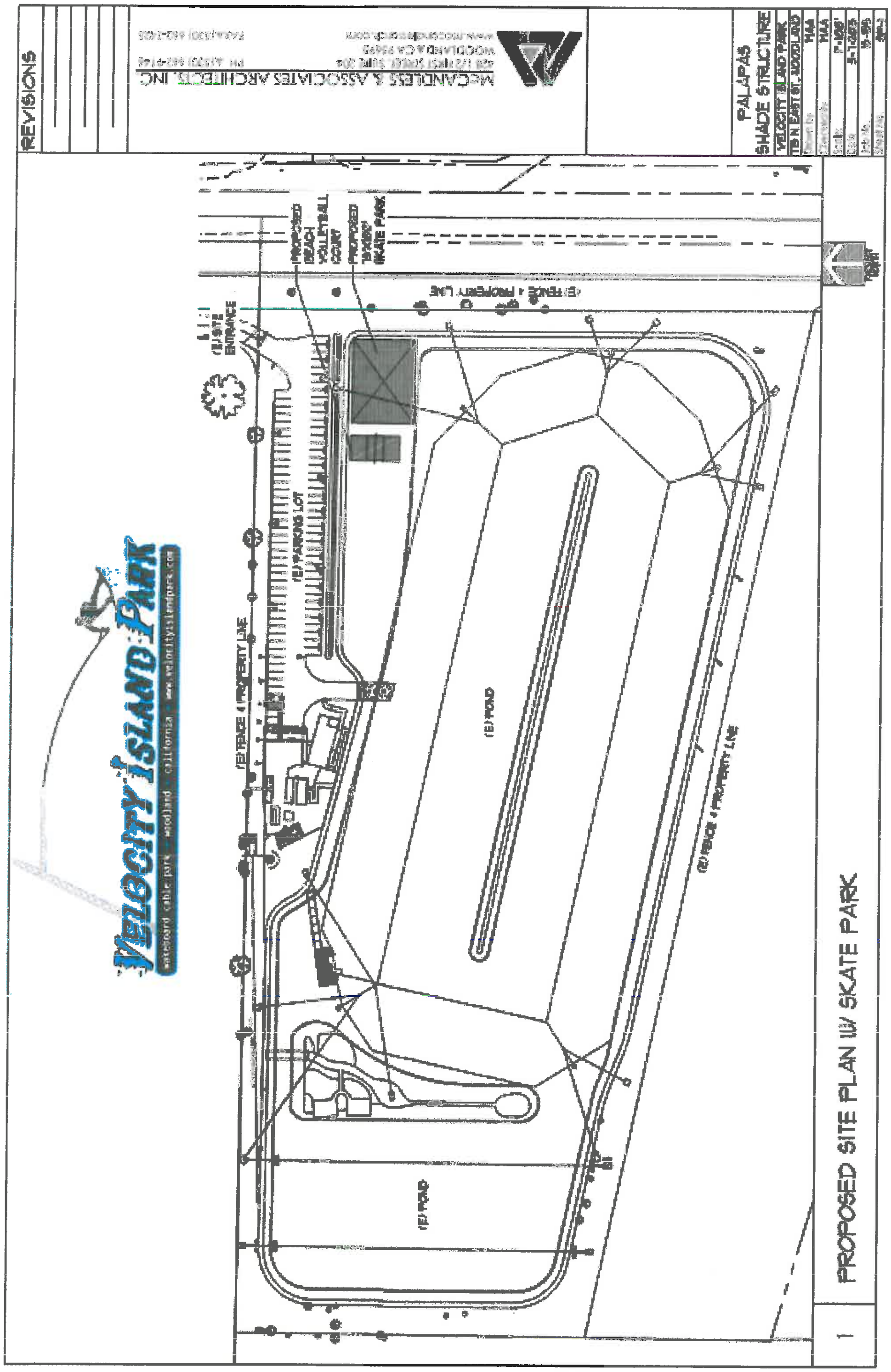
3. Backflow protection devices are required on the commercial and landscape irrigation water services for the project. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy.

4. Project shall incorporate mitigations for construction traffic as detailed in the environmental document.

5. The project is subject to the City's Storm Water Ordinance and must comply with the City of Woodland Technical Guidance Manual for Storm water Quality Control Measures. Site shall meet General Site Design Control Measures, Site Specific Control Measures, and Treatment Control Measures. The applicant may pay a Storm Water Quality in lieu fee if unable to meet treatment requirements. Site specific control measures will include entering into a maintenance agreement with the City.
6. The site may irrigate landscaping either from potable water or from the onsite well but there shall be no connection between the two systems. A separate landscape irrigation service with meter and backflow will be required for an irrigation connection to the potable water connection.
7. Should ground dewatering be necessary for construction, applicant shall obtain a groundwater discharge permit from the State.
8. The Project is within the flood plain. Development shall comply with all applicable FEMA standards and regulations and all City requirements for development within a flood plain. Consult with the building officials.
9. Overhead power lines shall not run through the middle of the project, electrical facilities shall be undergrounded, unless if necessary due to flood requirements, may be routed around the edge of the project subject to the approval of the building official and City Engineer.
10. Improvement plans need to be revised to include the adjacent parcel access road.
11. The project shall widen the paved access road to 20 feet in width.
12. Project shall Relocate street light in the eye of the button hook at the intersection of SR 113 and site access road; or replace it with a breakaway pole.
13. Access Road and parking lot design sections shall be based on a design by a licensed Geotechnical Engineer. The access road shall be designed to handle a minimum of a 20 ton vehicle in a 10 year storm.
14. Applicant shall provide City Departments with access codes or keys for after hours emergency and storm drain maintenance.
15. Sewer Force main shall be owned and maintained by the applicant up to the point of connection to the City's gravity system.
16. Project improvements shall include repair and/or replacement of all access roadway lights.

EXHIBIT B

Site Plan with Skate Park



File #: 16-053, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Legacy Tree Grove Update

Recommendation for Action: Informational report only.

Staff Contact

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

Fiscal Impact

The cost of the first phase of the Legacy Tree Grove project, consisting of trees, irrigation system, and mulch, is included in the existing energy program budget.

Discussion

Concurrent with the City's solar project, City staff members have been advancing plans for a Legacy Tree Grove that will compensate for the removal of trees from the parking lot at the Community and Senior Center when the solar arrays are constructed there.

The idea of a Legacy Tree Grove was first proposed at City Council and City Council Sustainability Committee meetings by community member Christine Shewmaker. City staff identified the area surrounding the west and south sides of the dog park at the Community and Senior Center as a potential location for a grove, with sufficient margins to account for right-of-way needs for future traffic infrastructure. Dr. Shewmaker has been joined in championing and furthering the concept by Woodland Tree Foundation (WTF) Board member Mark Aulman and landscape designer Jerry Stacionis. WTF Board members have also provided input into the concept. City Council members previously endorsed the tree grove concept, and the plan described in this report has been presented to and received the support of the WTF Board and the City Council Sustainability Committee. Staff briefed the Parks and Recreation Commission on the plan at the commission's July meeting.

A total of 98 trees are planned to be removed as part of the solar project: 42 from the south Community and Senior Center parking lot, 8 from the dog park (to be replaced within the dog park), 29 from the back parking lot of the police station, and 19 from the parking lot on the northwest corner of College and Court Streets. The majority of these are ornamental species, including flowering pear, many of which are showing signs of disease. Note that because the dog park trees are not directly in the project footprint, their removal will not occur until late in project implementation after other measures to add shade to the dog park have been implemented.

It is envisioned that the grove will:

- Compensate for the removal of all trees from the parking lot at the Community and Senior Center and additional trees removed as part of the project
- Promote the reduction of carbon dioxide (CO_2) emissions consistent with the City's Climate Action Plan by increasing carbon sequestration, tree canopy, and shade
- Provide an opportunity for memorializing or honoring individuals or groups
- Provide an opportunity for community involvement
- Be a showcase to educate the public about the benefits of trees, including CO_2 reduction and air quality improvements, runoff retention, soil stabilization, and wildlife habitat
- Help educate the public about species of trees that are well adapted to local conditions
- Provide an attractive, accessible location for contemplation and relaxation

Of the preliminary design concepts developed by Jerry Stacionis, reviewers favored the attached design, which would accommodate 56 trees if planted as shown. The intent is to develop the grove in phases, as funding and community interest develop over time. The first phase, in August/September, will entail marking out the locations for the trees and supporting irrigation system, making final decisions regarding tree species, and ordering trees. During fall, the City will install the irrigation system and work with community volunteers, similar to an Arbor Day event, to plant the trees in the configuration shown in the design and to apply mulch.

The plantings will consist of a mixture of canopy trees for shade and understory trees for screening. Uniformity of species will be used in sections, as shown, to enhance aesthetics. The south section could accommodate larger canopied trees. The intent is to highlight tree species that are well adapted to local climate conditions and soils, including appropriate native species.

The funding for the first phase will be provided through the special budget allocated in Fiscal Year 14 for continuing energy-related projects, including the solar project.

The following species being considered for the planting:

Larger Trees
Trident maple (*Acer buergeranum*)
Red maple (*Acer rubrum*)
Hornbeam (*Carpinas betulus*)
English hawthorn (*Crataegus laevigata*)
Austrian black pine (*Pinus nigra*)
Japanese black pine (*Pinus Thumbergii*)
Chinese pistache "Keith Davey" (*Pistacia chinensis'Keith Davey'*)
California plane tree (*Platanus recemosa*)
Blue oak (*Quercus douglasii*)
Holly oak (*Quercus ilex*)
Valley oak (*Quercus lobata*)
Streetspire oak (*Quercus robur x alba*)
Columnar English white oak (*Quercus robur 'Fastigiata'*)
Red oak (*Quercus rubra*)

Cork oak (*Quercus suber*)
Live oak (*Quercus wislizeni* or *Quercus agrifolia*)
Little leaf linden (*Tillia cordatta*)
Frontier elm (*Ulmus x 'Frontier'*) or Accolade elm (*Ulmus x 'Accolade'*)

<u>Smaller Trees</u>
Thornless cockspur hawthorn (*Crataegus crus-galli 'Inermis'*)
English hawthorn (*Crataegus laevigata*)
Crape-myrtle (*Lagerstroemia indica*)
Donald Wyman crabapple (*Malus 'Donald Wyman'*)
Lollipop crabapple (*Malus 'Lollizam'*)

Potential future elements for subsequent phases include a finished pathway, benches, memorial plaques, informational signage explaining the relationship of the grove to Climate Action Plan goals and the solar project, and interpretive materials describing the attributes of the trees. City Environmental Services program funds can be used to develop the interpretive materials. The project proponents will seek additional funding for the other elements, including contributions from those wishing to memorialize or honor others with individual trees, benches, bricks, or other features.

Prepared by: Roberta Childers, Environmental Resource Analyst

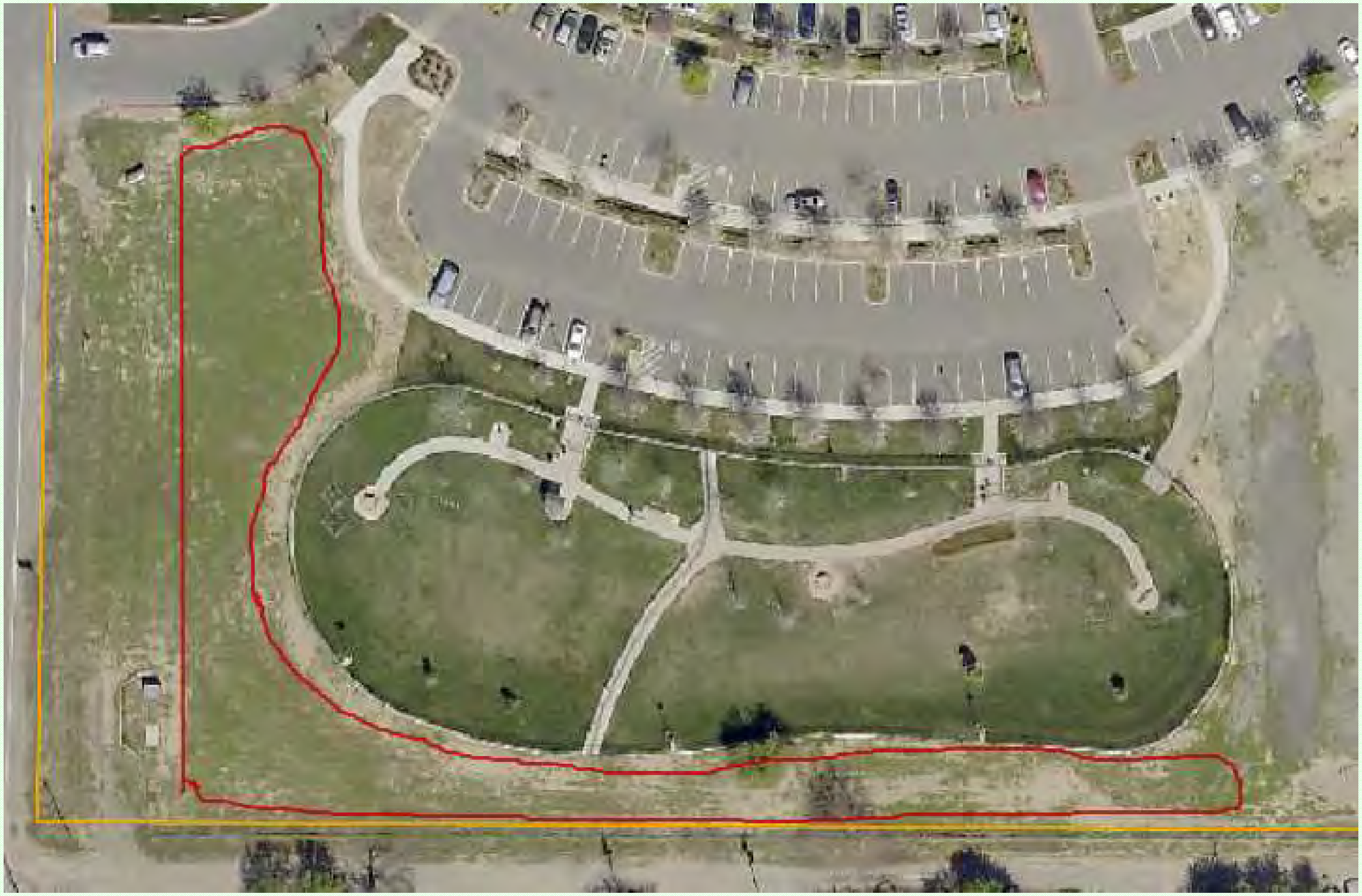
Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

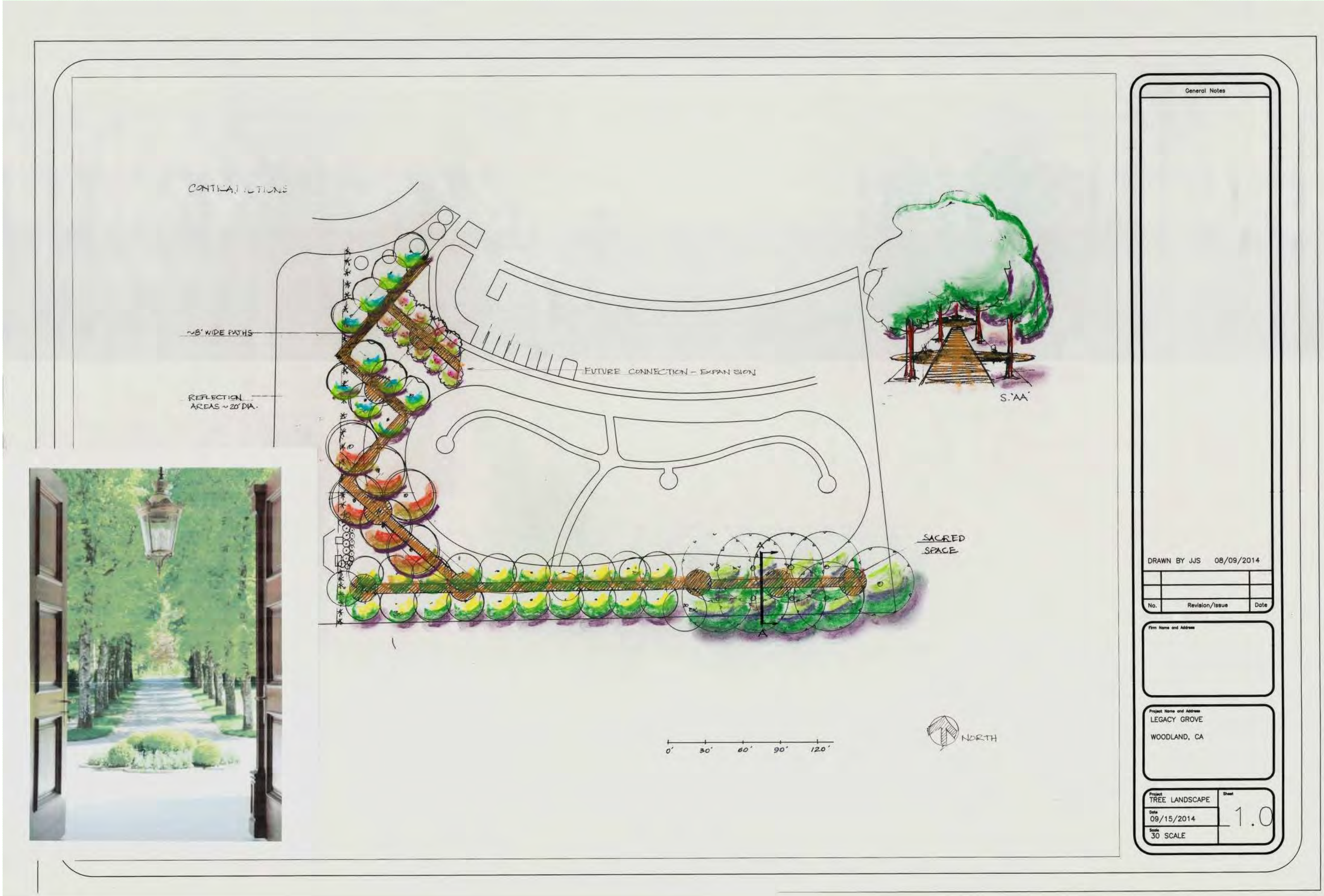
Attachments: Illustrations

Legacy Grove - ROW Restrictions

Legacy Grove – Available Area



Legacy Grove Proposal



File #: 16-049, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Receive Fiscal Year 2014-15 Report on the City's Affordable Housing Loan Porfolio

Recommendation for Action: Staff recommends that the City Council receive the Fiscal Year 2014-15 report on the City's affordable housing loan portfolio.

Staff Contact

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

Fiscal Impact

There is no impact to the General Fund.

Background

The City's affordable housing loan portfolio dates from the late 1980s, but most of the loans were made in the period of 2006 - 2013. The current value of the portfolio is more than $26,000,000 not including accrued interest and covers loans held by the Successor Agency to the Woodland Redevelopment Agency. Repayment of City housing loans is deferred with a few exceptions. The City's portfolio consists of nearly 170 loans. The attached inventory details the City's portfolio. Street addresses and parcel numbers have been removed from the owner occupied loans in order to not identify individual borrowers.

The City's work as an affordable housing lender are consistent with the provisions of the City's adopted 2013 - 2021 Housing Element which was found to be in compliance with State housing element law by the California Department of Housing and Community Development in 2013. More specifically, the Housing Element contains a number of implementation programs for the financing of affordable housing projects and programs. A recent example of the City's work in providing additional housing opportunities for lower-income households includes its financial support for the Mutual Housing at Spring Lake affordable housing project. This new construction project was completed this year and includes 61 units for lower-income households. The City participated in the project by providing a $350,000 pre-development loan and $910,000 permanent loan for the project. A third loan for the project, in the amount $163,250, was approved also and will be funded this fall. The City is in the process of re-starting its first time homebuyer program and it is estimated that the available funds will assist eight to ten lower-income households purchase homes. In the 2011 - 2013 period the

City assisted ten lower-income households with first time homebuyer assistance loans.

Discussion

Management of the City's affordable housing loan portfolio includes the organization and maintenance of the physical files; maintaining an electronic database of loan agreements, promissory notes, deeds of trusts, and affordability agreements; preparing a spreadsheet system for tracking individual loans with key borrower information (property address, borrower name, assessor parcel number, source of funds for loan, principal amount of loan, start date of loan, loan term, interest rate, and City monitoring responsibilities); monitoring affordable housing properties (owner-occupied homes and rental projects); preparing payoff notices; reviewing loan subordination requests for compliance with City loan funding sources; and working with individual City borrowers who are experiencing financial difficulties that may put them at risk of defaulting on their principal loans.

The City's ongoing responsibilities for its affordable housing portfolio vary. For example, the City is a HOME funds lender for three multi-family projects: Sycamore Pointe (11 HOME units), Terracina at Spring Lake (85 HOME units), and Rochdale Grange (43 HOME units). Pursuant to Federal HOME requirements, the City monitors each project in January which involves inspecting a representative sample of the units, review of tenant files, and an overall inspection of the exterior facilities. For owner-occupied loans (first time homebuyers and rehabilitations), the City contacts the property owners on an annual basis and requires them to certify continued owner-occupancy and provide proof of homeowner insurance coverage. Currently, the City monitors about 90 owner-occupied properties. In some instances, borrowers have received more than one loan from the City.

Public Contact

Posting of the City Council agenda.

Conclusion

Staff recommends that the City Council receive the Fiscal Year 2014-15 report on the City's affordable housing loan portfolio.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachment: Affordable Housing Loan Portfolio

CITY OF WOODLAND

2015 Housing Loan Portfolio

(1998 HOME FTHB Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Abele Street		HOME	39,259.00	23-May-02	30 yrs	3% simple	Deferred payment.
2	West Lincoln Avenue		HOME	38,305.00	2-Oct-01	30 yrs	3% simple	Deferred payment.
3	Princeton Place		HOME	40,000.00	23-Sep-01	30 yrs	3% simple	Deferred payment.
4	Squaw Valley Drive		HOME	40,000.00	30-Jul-02	30 yrs	3% simple	Deferred payment.
5	Thomas Street		HOME	39,000.00	28-Jan-02	30 yrs	3% simple	Deferred payment.
6	Van Buren Place		HOME	40,000.00	17-Jun-02	30 yrs	3% simple	Deferred payment.
7	Woodland Avenue		HOME	29,070.00	6-Feb-02	30 yrs	3% simple	Deferred payment.

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May City staff verifies payment of property taxes through the Yolo County Assessor's website.

CITY OF WOODLAND
2015 Housing Loan Portfolio
(Owner-Occupied Rehabilitations)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	1319 Betty Court	066-123-016	CDBG	35,000.00	15-Apr-98	See note	3% simple	Deferred payment.
2	840 Bourn Drive #43	066-297-001	CDBG	5,312.00	20-Jul-05	15 yrs	3% simple	Deferred payment.
3	6 North Cleveland Street	005-601-008	CDBG	29,300.00	22-Jan-08	30 yrs	3% simple	Deferred payment.
4	1609 Coloma Way	039-193-015	CDBG	42,906.00	22-Jan-08	30 yrs	3% simple	Deferred payment.
5	122 Coral Drive	064-091-017	CDBG	47,380.00	2-Sep-09	30 yrs	3% simple	Deferred payment.
6	160 Fourth Street	005-161-025	CDBG	36,000.00	5-Sep-01	?	3% simple	?
7	117 Frost Drive	005-411-010	CDBG	46,627.00	27-Mar-08	30 yrs	3% simple	Deferred payment.
8	622 Harvard Court	039-471-008	CDBG	10,750.00	18-Aug-10	15 yrs	3% simple	Deferred payment.
9	108 Inyo Place	064-201-011	CDBG	57,774.00	24-Feb-06	15 yrs	3% simple	Deferred payment.
10	239 Schuerle Street	064-154-001	CDBG	40,708.00	3-Aug-10	30 yrs	3% simple	Deferred payment.
11	950 Sixth Street	006-542-028	CDBG	72,549.00	23-Jan-09	30 yrs	3% simple	Deferred payment.

Ongoing City Responsibilities
Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May City staff verifies payment of property taxes through the Yolo County Assessor's website.

Note
Repayment deferred until sale or death, whichever occurs first.

CITY OF WOODLAND
2015 Housing Loan Portfolio
(Greenwood RDA Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Hecke Drive		RDA Tax Increment	47,900.00	9-May-03	45 years	None*	Deferred payment.
2	Hecke Drive		RDA Tax Increment	50,900.00	21-May-03	45 years	None*	Deferred payment.
3	Hecke Drive		RDA Tax Increment	67,400.00	9-Jun-03	45 years	None*	Deferred payment.
4	Hecke Drive		RDA Tax Increment	68,500.00	20-May-03	45 years	None*	Deferred payment.
5	Hershey Drive		RDA Tax Increment	50,900.00	25-Mar-03	45 years	None*	Deferred payment.
6	Hershey Drive		RDA Tax Increment	47,900.00	18-Apr-03	45 years	None*	Deferred payment.

*If during the 45-year term of the promissory note, the property is sold to a non-eligible household or maker then deferred contingent interest is paid. The deferred contigent interest is calculated at the lower of the highest rate then allowed by law or two percent (2%) over the prime interest rate announced by Wells Fargo Bak, N.A. (or any successor financial institution).

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May City staff verifies payment of property taxes through the Yolo County Assessor's website.

CITY OF WOODLAND

2015 Housing Loan Portfolio

(Inclusionary Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Boyle Place		BEGIN	30,000.00	16Oct08	30 yrs	3% simple	Deferred payment.
2	Boyle Place		BMPP	29,543.00	16Oct08	30 yrs	None	Deferred payment.
3	Boyle Place		CalHome	35,000.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
4	Boyle Place		BMPP	62,543.00	29-Sep-08	30 yrs	None	Deferred payment.
5	Boyle Place		HOME	75,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
6	Boyle Place		BEGIN	30,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
7	Boyle Place		CDBG	12,863.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
8	Briscoe Court		BMPP	118,955.79	20-Mar-07	30 yrs	None	Deferred payment.
9	California Street		HOME	9,000.00	4-Jun-13	30 yrs	3% simple	Deferred payment.
10	Campos Avenue		CalHome	35,000.00	16-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
11	Campos Avenue		BMPP	37,171.00	16-Oct-08	30 yrs	None	Deferred payment.
12	Campos Avenue		BEGIN	30,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
13	Campos Avenue		HOME	45,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
14	Campos Avenue		CalHome	35,000.00	10-Jun-08	30 yrs	SNA	Shared net appreciation, defer pay.
15	Campos Avenue		HOME	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
16	Campos Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
17	Campos Avenue		BMPP	40,171.00	10-Jun-08	30 yrs	None	Deferred payment.
18	Campos Avenue		BMPP	128,955.79	20-Mar-07	30 yrs	None	Deferred payment.
19	Campos Avenue		CalHome	35,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
20	Campos Avenue		BMPP	45,822.00	31-Jan-08	30 yrs	None	Deferred payment.
21	Campos Avenue		CDBG	20,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
22	Campos Avenue		BMPP	108,955.79	20-Mar-07	30 yrs	None	Deferred payment.
23	Campos Avenue		RDA TI	45,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
24	Campos Avenue		BEGIN	30,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
25	Cook Court		HOME	75,000.00	12-Mar-09	30 yrs	3% simple	Deferred payment.
26	Cook Court		BMPP	96,042.00	12-Mar-09	30 yrs	None	Deferred payment.
27	Hawkins Court		BMPP	57,042.00	24-Sep-08	30 yrs	None	Deferred payment.
28	Hawkins Court		HOME	70,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
29	Hoffman Street		HOME	75,000.00	30-Apr-12	30 yrs	3% simple	Deferred payment.
30	Holland Way		CalHome	35,000.00	21-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.
31	Holland Way		BMPP	69,832.00	21-Nov-07	30 yrs	None	Deferred payment.
32	Holland Way		CDBG	25,000.00	26-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.

CITY OF WOODLAND
2015 Housing Loan Portfolio
(Inclusionary Units)

33	Holland Way		BMPP	118,955.79	20-Mar-07	30 yrs	None	Deferred payment.
34	Jones Street		HOME	25,682.00	10-Aug-11	30 yrs	3% simple	Deferred payment.
35	Liberty Lane		BEGIN	30,000.00	30-Oct-06	30 yrs	3% simple	Deferred payment.
36	Liberty Lane		BMPP	109,536.00	10-Jul-06	30 yrs	None	Deferred payment.
37	Liberty Lane		BEGIN	30,000.00	12-Jul-06	30 yrs	3% simple	Deferred payment.
38	Liberty Lane		BMPP	109,536.00	12-Jul-06	30 yrs	None	Deferred payment.
39	Liberty Lane		BEGIN	30,000.00	7-Jul-06	30 yrs	3% simple	Deferred payment.
40	Liberty Lane		BMPP	103,036.00	7-Jul-06	30 yrs	None	Deferred payment.
41	Liberty Lane		BEGIN	30,000.00	7-Nov-06	30 yrs	3% simple	Deferred payment.
42	Liberty Lane		BMPP	103,036.00	7-Nov-06	30 yrs	None	Deferred payment.
43	Mack Way		CalHome	27,917.00	24-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
44	Mack Way		BMPP	25,543.00	24-Sep-08	30 yrs	None	Deferred payment.
45	Mack Way		HOME	60,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
46	Mack Way		BEGIN	30,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
47	Mack Way		BMPP	87,413.00	2-Jul-08	30 yrs	None	Deferred payment.
48	Mack Way		CalHome	35,000.00	12-Aug-08	30 yrs	SNA	Shared net appreciation, defer pay.
49	Mack Way		HOME	55,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
50	Mack Way		BMPP	82,413.00	12-Aug-08	30 yrs	None	Deferred payment.
51	Mack Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
52	Mack Way		CalHome	35,000.00	25-Nov-08	30 yrs	SNA	Shared net appreciation, defer pay.
53	Mack Way		HOME	54,625.00	25-Nov-08	30 yrs	3% simple	Deferred payment.
54	Mack Way		BEGIN	30,000.00	25-Nov-08	30 yrs	3% simple	Deferred payment.
55	Mack Way		BMPP	29,543.00	25-Nov-08	30 yrs	None	Deferred payment.
56	Mack Way		HOME	15,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
57	Mack Way		BEGIN	30,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
58	Mack Way		BMPP	6,182.00	5-Mar-09	30 yrs	None	Deferred payment.
59	Mezger Drive		HOME	63,000.00	13-Jun-13	30 yrs	3% simple	Deferred payment.
60	Mezger Drive		HOME	75,000.00	12-Jun-13	30 yrs	3% simple	Deferred payment.
61	Mezger Drive		HOME	15,000.00	10-Jul-13	30 yrs	3% simple	Deferred payment.
62	Miekle Avenue		HOME	70,000.00	13-Jun-07	30 yrs	3% simple	Deferred payment.
63	Miekle Avenue		BMPP	89,508.00	13-Jun-07	30 yrs	None	Deferred payment.
64	Miekle Avenue		HOME	50,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
65	Miekle Avenue		BMPP	74,518.00	7-Aug-07	30 yrs	None	Deferred payment.
66	Miekle Avenue		CalHome	35,000.00	28-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.

CITY OF WOODLAND

2015 Housing Loan Portfolio

(Inclusionary Units)

67	Miekle Avenue		BMPP	9,171.00	28-Oct-08	30 yrs	None	Deferred payment.
68	Miekle Avenue		HOME	25,000.00	28-Oct-08	30 yrs	3% simple	Deferred payment.
69	Miller Court		BMPP	86,196.00	23-Aug-07	30 yrs	None	Deferred payment.
70	Miller Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
71	Molly Avenue		HOME	69,760.82	29-Jul-13	30 yrs	3% simple	Deferred payment.
72	Neal Way		CalHome	35,000.00	17-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
73	Neal Way		HOME	27,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
74	Neal Way		BEGIN	30,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
75	Neal Way		BMPP	29,543.00	17-Sep-08	30 yrs	None	Deferred payment.
76	Neal Way		BEGIN	30,000.00	15-Sep-08	30 yrs	3% simple	Deferred payment.
77	Neal Way		BMPP	62,413.00	15-Sep-08	30 yrs	None	Deferred payment.
78	Neal Way		HOME	40,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
79	Neal Way		BMPP	77,413.00	12-Aug-08	30 yrs	None	Deferred payment.
80	Neal Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
81	Newton Drive		CalHome	8,000.00	10-Aug-11	30 yrs	SNA	Deferred payment.
82	Newton Drive		HOME	22,000.00	10-Aug-11	30 yrs	3% simple	Deferred payment.
83	Nicolson Circle		BEGIN	30,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
84	Nicolson Circle		BMPP	33,171.00	21-Oct-08	30 yrs	None	Deferred payment.
85	Nicolson Circle		HOME	20,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
86	Ochoa Court		BMPP	96,196.00	23-Aug-07	30 yrs	None	Deferred payment.
87	Ochoa Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
88	Ortiz Avenue		HOME	70,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
89	Ortiz Avenue		BMPP	63,909.00	7-Aug-07	30 yrs	None	Deferred payment.
90	Ortiz Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
91	Ortiz Avenue		BMPP	46,645.00	10-Jun-08	30 yrs	None	Deferred payment.
92	Ortiz Avenue		BMPP	128,955.79	20-Mar-07	30 yrs	None	Deferred payment.
93	Ragen Street		CalHome	25,000.00	6-Jul-09	30 yrs	SNA	Shared net appreciation, defer pay.
94	Ragen Street		HOME	15,000.00	6-Jul-09	30 yrs	3% simple	Shared net appreciation, defer pay.
95	Rico Court		HOME	70,000.00	5-Dec-08	30 yrs	3% simple	Deferred payment.
96	Rico Court		BMPP	52,042.00	5-Dec-08	30 yrs	None	Deferred payment.
97	Rominger Street		HOME	74,741.00	29-Nov-12	30 yrs	3% simple	Deferred payment.
98	Rominger Street		HOME	71,500.00	12-Dec-11	30 yrs	3% simple	Deferred payment.
99	Savala Court		BMPP	46,042.00	11-Mar-09	30 yrs	None	Deferred payment.
100	Simpson Street		RDA TI	47,030.00	4-Jan-10	30 yrs	3% simple	Deferred payment.

CITY OF WOODLAND
2015 Housing Loan Portfolio
(Inclusionary Units)

101	Simpson Street		BMPP	12,010.00	4-Jan-10	30 yrs	None	Deferred payment.
102	Simpson Street		CalHome	26,700.00	16-Jun-09	30 yrs	SNA	Shared net appreciation, defer pay.
103	Simpson Street		HOME	40,000.00	15-Jun-09	30 yrs	3% simple	Deferred payment.
104	Simpson Street		CDBG	19,900.00	12-Jan-10	30 yrs	SNA	Shared net appreciation, defer pay.
105	Simpson Street		CalHome	35,000.00	12-Jan-10	30 yrs	SNA	Shared net appreciation, defer pay.
106	Simpson Street		BMPP	860.00	12-Jan-10	30 yrs	None	Deferred payment.
107	Stewart Circle		CalHome	15,000.00	1-Jun-10	30 yrs	SNA	Shared net appreciation, defer pay.
108	Stonehaven Loop		BMPP	112,042.00	12-Feb-08	30 yrs	None	Deferred payment.
109	Ulrich Place		CalHome	25,113.00	23-Jun-09	30 yrs	SNA	Shared net appreciation, defer pay.
110	Ulrich Place		RDA TI	27,970.00	23-Jun-09	30 yrs	3% simple	Deferred payment.
111	Ulrich Place		HOME	10,769.00	23-Jun-09	30 yrs	3% simple	Deferred payment.
112	Vaca Court		BMPP	142,042.00	21-Dec-07	30 yrs	None	Deferred payment.
113	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
114	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	None	Deferred payment.
115	Village Lane		BEGIN	30,000.00	21-May-07	30 yrs	3% simple	Deferred payment.
116	Village Lane		BMPP	108,335.00	21-May-07	30 yrs	None	Deferred payment.
117	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
118	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	None	Deferred payment.
119	Village Lane		HOME	60,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
120	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
121	Village Lane		BMPP	108,335.00	15-May-07	30 yrs	None	Deferred payment.
122	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
123	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	None	Deferred payment.
124	Village Lane		BEGIN	30,000.00	30-May-07	30 yrs	3% simple	Deferred payment.
125	Village Lane		BMPP	108,335.00	30-May-07	30 yrs	None	Deferred payment.
126	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
127	Village Lane		BMPP	118,135.00	15-May-07	30 yrs	None	Deferred payment.

Source of Funds Abbreviations

BEGIN = Building Equity and Growth in Neighborhoods

BMPP = Below Market Purchase Price

CDBG = Community Development Block Grant

RDA TI = Redevelopment Agency Tax Increment

CITY OF WOODLAND

2015 Housing Loan Portfolio

(Inclusionary Units)

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information.

In May City staff verifies payment of property taxes through the Yolo County Assessor's website.

CITY OF WOODLAND
2015 Housing Loan Portfolio
(Multi-Family Projects)

	Street Address	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St	066-092-069	Casa del Sol	RDA Tax Increment	150,000.00	27-Dec-00	20 yrs	5% simple	In repayment, balance approximately $86,000.
2	436 Main St	See below	Hotel Woodland	RDA Tax Increment	245,076.93	10-Jan-94	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
3	436 Main St	See below	Hotel Woodland	CDBG	400,000.00	11-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
4	436 Main St	See below	Hotel Woodland	CDBG	74,342.00	16-Sep-96	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
5	436 Main St	See below	Hotel Woodland	CDBG	50,000.00	18-Oct-95	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
6	436 Main St	See below	Hotel Woodland	CDBG	89,422.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
7	436 Main St	See below	Hotel Woodland	CDBG	42,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
8	436 Main St	See below	Hotel Woodland	CDBG	800,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
9	1313 E Gibson Rd	066-200-052	Leisureville	HOME & CDBG	1,227,381.00	7-Apr-95	30 yrs	3% simple	Deferred payment, residual receipts provision.
10	2170 Farmers Central Rd	042-010-062	Mutual Housing	Spring Lake Off-Site Affordable Hsng Fund	910,000.00	20-Dec-13	57 yrs	3% simple	Deferred payment, residual receipts provision, and maturity date December 23, 2070.
11	2090 Heritage Parkway	042-580-009	Rochdale Grange	HOME	4,000,000.00	25-Feb-10	55 yrs	3% simple	Deferred payment, residual receipts provision.
12	521 Pioneer Ave	027-860-027	Sycamore Pointe	HOME	885,000.00	1-May-99	32 yrs	3% simple	Deferred payment, maturity date 31Dec31.
13	1620 Miekle Ave	042-580-018	Terracina	HOME	4,189,000.00	12-Sep-06	55 yrs	3% simple	Deferred payment, residual receipts provision.
14	1620 Miekle Ave	042-580-018	Terracina	Land & cash from mkt rate developer.	1,732,000.00	20-Dec-07	55 yrs	None	No repayment and interest accrual as long as units affordable and other obligations meet.

Notes:

1. Hotel Woodland (436 Main St) APNs are 006-620-009, 010, 011, 012, 013, 014, 015, 016, and 017.

2. Loans for Items 6-8 are covered under one promissory note.

Ongoing City Responsibilities

1. Casa del Sol (709 East St) - Loan assisted borrower with demolition of Dana Motel site. Ongoing City responsibilities limited to servicing loan.

2 through 8. Hotel Woodland (436 Main St) - Review of annual audit for project and residual cash flow calculation.

9. Leisureville (1313 E. Gibson Rd) - Review of annual audit, residual receipts calculation, proposed annual budget, and semi-annual reports. Also, income verify new residents applying for CDBG-funded low-income loan share program.

10. Mutual Housing (2170 Farmers Central Rd) - Affordable housing monitoring addressed by covenants recorded by senior lenders (State of California and USDA) and California Tax Credit Allocation Committee. Staff reviews annual audit to determine whether a residual receipts payment to the City is triggered.

11 - 14. Affordable housing monitoring conducted on annual basis through unit inspections and unit file reviews. The results of the monitoring reported to California Department of Housing and Community Development (HOME program).

WOODLAND SUCCESSOR AGENCY
2015 Housing Loan Portfolio

	Street Address/Borrower	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St/Community Housing Opportunities Corporation	066-092-069	Casa del Sol	HELP (CalHFA)	1,000,000.00	18-Dec-01	8 yrs	3% simple	Deferred payment, due 17-Dec-09.
2	186 Muir St/Heritage Oaks, L.P.	064-271-011	Heritage Oaks	HELP (CalHFA)	1,550,000.00	1-Feb-05	19 yrs	3% simple	See Note, balance due 22-Aug-24.
3	35 West Clover St/Fair Plaza Senior Apartments, L.P.	064-242-006	Fair Plaza East	HELP (CalHFA), Redevelopment Tax increment	1,317,000.00	3-Apr-08	32 yrs	3.5% simple	Deferred payment, due 1-Apr-40.

Note

Property owner is making $100,000 annual payments.

Ongoing Successor Agency Responsibilities

For each loan the Successor Agency is required to submit semiannual status report to CalHFA on the status of the project. Borrowers for Heritage Oaks and Fair Plaza East required to submit annual report to the Successor Agency in order for staff to verify compliance with affordability covenants. Staff reviews annual audits of Casa del Sol and Fair Plaza East to determine whether residual receipts payments to the City are triggered.

File #: 16-008, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: First Reading of an Ordinance of the City Council of the City of Woodland, adding Section 25-21-23 to the Woodland Municipal Code regarding solar energy systems

Recommendation for Action: Staff recommends that the City Council waive first reading and read by title only an Ordinance adding Section 25-21-23 to the City of Woodland Municipal Code to create expedited, streamlined permitting procedures for small residential rooftop solar systems, as mandated by State Assembly Bill No. 2188 (September 21, 2014) codified in Section 658505.5 of the California Government Code.

Staff Contact

Paul Siegel, Chief Building Official - (530) 661-5819; paul.siegel@cityofwoodland.org

Fiscal Impact

There are no fiscal impacts associated with this action. Costs will be recovered through existing building permit fees. The City of Woodland has offered very low-cost, expedited solar photovoltaic (PV) permits for residential rooftop systems since 2008. The City of Woodland has some of the lowest solar fees in the State.

Background

State Government Code Section 65850.5 requires that, on or before September 30, 2015, every city must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems up to 10 KW electrical and 30 KW thermal maximum size. In addition, California Government Code Section 65850.59(g)(2) states that the expedited permitting process must substantially conform to the recommendations, including the checklist and standard plan, contained in the current version of the California Solar Permitting Guidebook adopted by the Governor’s Office of Planning and Research. The Guidebook provides that the review of solar plans be limited to only the review of health an safety requirements; require local Fire Department consultation; create a standard submittal checklist used to prepare and confirm system compliance with health and safety requirements; all permit applications and regulatory checklists are provided via the City web site; that solar system permits may be obtained electronically; solar systems and components must be certified and listed for the specific use; and that this ordinance is to be in effect no later than September 30, 2015. This ordinance affirms that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems.

Discussion

The recommended ordinance satisfies the mandate of AB 2188 and amended Section 658505.5 of the California Government Code. The ordinance codifies the requirements of Section 5850.5, such as accepting applications electrically (currently by email), directing the City's Building Official to develop a checklist of all requirements which small rooftop solar energy systems shall comply with to be eligible for expedited review, and authorizing the Building Official to
administratively approve such applications.

The City of Woodland already complies with many aspects of the streamlined permitting process for small residential rooftop solar energy systems required by this ordinance. Specifically, the City of Woodland currently uses pre-printed conditions for approval for permit issuance, and allows for the use of structural criteria that conforms to the California Solar Permitting Guidebook. The City also currently can accept and approve such applications (at the building
counter and/or electronically through email or fax).

Similarly, the City of Woodland has already coordinated Building and Fire review of permit applications, created plan check and inspections guidelines, and utilizes a consolidated inspection process for small residential rooftop systems, all in conformance with the California
Solar Permitting Guidebook recommendations.

The City of Woodland has supported solar energy by providing some of the lowest permitting fees in the State. In Fiscal Year 2015 the City issued 717 solar permits with an average fee of $120.00. Making permitting for residential rooftop solar systems faster and easier supports the City's goal of increasing residential renewable energy use in order to achieve an annual greenhouse gas reduction of 60,000 metric tons by 2020 as a result of local solar installations.

Conclusion

Staff recommends that the City Council waive first reading and read by title only an Ordinance adding Section 25-21-23 to the City of Woodland Municipal Code to create expedited, streamlined permitting procedures for small residential rooftop solar systems, as mandated by State Assembly Bill No. 2188 (September 21, 2014) codified in Section 658505.5 of the California Government Code.

Prepared by: Paul Siegel, Chief Building Official

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment: Attachment A - Ordinance

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, ADDING SECTION 25-21-23 TO THE WOODLAND MUNICIPAL CODE REGARDING SOLAR ENERGY SYSTEMS

WHEREAS, the City Council of the City of Woodland ("City") seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the City Council wishes to advance the use of solar energy by all of its residents; and

WHEREAS, the City developed its expedited, streamlined permitting process for small residential rooftop solar energy systems in consultation with the Woodland Fire Department; and

WHEREAS, the City's permitting process for small residential rooftop solar energy systems substantially conforms with the recommendations for expedited permitting, including the checklists and standard plans, contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research; and

WHEREAS, the documents required for an application for expedited permitting of small residential rooftop solar energy systems shall be made available on the City's public website; and

WHEREAS, it is in the interest of the health, safety and welfare of the residents of the City to provide an expedited permitting process for small rooftop solar energy systems to assure the effective deployment of solar technology, in accordance with the requirements of AB 2188.

NOW, THEREFORE, the City Council of the City of Woodland does ordain as follows:

Section 1. Recitals. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

Section 2. Amendment. Section 25-21-23 is hereby added to the Woodland Municipal Code to read in full as follows:

Sec. 25-21-23. – Solar Energy Systems.

(a) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) "Building Official" means the City's Building Official.

(2) "Electronic Submittal" means the submission of materials via electronic mail.

(3) "Small residential rooftop solar energy system" means a solar energy system that meets all of the following:

(A) Is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;

(B) Conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City, and all state and City health and safety standards;

(C) Conforms to all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability;

(D) Is installed on a single or duplex family dwelling; and

(E) The panel or module array does not exceed the maximum legal building height as defined by the City.

(4) "Solar energy system" means a solar energy system as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(b) Applicability and Purpose. This Section applies to the permitting of all solar energy systems in the City. The purpose of this Section is to codify the review and permitting of solar energy systems in conformance with California Government Code § 65850.5, as it may be amended from time to time.

(c) Review Process. A building permit is required for the installation of any solar energy system. A minor conditional use permit may be required in some circumstances, as set forth in subsection (e) below.

(d) Application Review. The Zoning Administrator shall review applications for solar energy systems. Review shall be limited to whether the proposed system meets all health and safety requirements of the City, the State, and the Federal Government. The City requirements shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific adverse impact upon the public health or safety. However, if the Zoning Administrator, in consultation with the Building Official, makes a finding based on substantial evidence that the solar energy system could have a specific, adverse impact upon the public health or safety, the City may require the applicant to apply for a minor conditional use permit as provided in subsection (e). The City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

(e) Minor Conditional Use Permit.

(1) If a minor conditional use permit is required, the Zoning Administrator may deny an application for the minor conditional use permit if the Zoning Administrator makes written findings, based upon substantial evidence in the record, that the proposed installation would have a specific, adverse impact upon public health or safety; and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decision may be appealed to the Planning Commission as provided in Section 25-27-50.

(2) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

(3) “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation does not significantly increase the cost of the system or decrease its efficiency or specified performance in excess of the following:

(A) For solar domestic water heating systems or solar swimming pool heating systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars ($1,000); or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems: an amount not to exceed one thousand dollars ($1,000) over the system cost as originally specified and proposed; or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(f) Small Residential Rooftop Solar System Requirements. A solar energy system that qualifies as a small residential rooftop solar energy system shall be processed in accordance with this subsection.

(1) Approval Required. Applications for small residential rooftop solar energy systems shall require a building permit or minor conditional use permit as set forth in this section subject to the special review and submittal processes set forth in this subsection (f).

(2) Expedited Review Process. The Zoning Administrator shall, prior to September 30, 2015, adopt an administrative, nondiscretionary expedited review process for small residential rooftop solar energy systems, which shall include standard plan(s) and checklist(s). The checklist(s) shall set forth all requirements with which small residential rooftop solar energy systems must comply to be eligible for expedited review. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the

Governor's Office of Planning and Research; and may be amended as otherwise necessary or advisable.

(3) Applicant Obligations. Prior to submitting an application, the applicant shall:

(A) Verify, to the applicant's reasonable satisfaction, through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

(B) At the applicant's cost, verify to the applicant's reasonable satisfaction, using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

(4) Electronic Processing.

(A) All documents required for the submission of an expedited small residential rooftop solar energy system application shall be made available on a publicly accessible City website.

(B) Electronic submittal of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants. The City's website shall specify the permitted method of electronic document submission.

(C) An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

(5) Application Review.

(A) An application that City staff determines satisfies the information requirements contained in the City's checklist(s) for expedited small residential rooftop solar system processing, including complete supporting documents, shall be deemed complete.

(B) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

(C) The Zoning Administrator or designee shall review and process the application pursuant to subsection (d).

(D) Unless the Zoning Administrator determines a minor conditional use permit is warranted, the Building Official shall issue a building permit the same day for over-the-counter applications or within one to three business days for electronic applications after receipt of a complete application that meets the requirements of the approved checklist, standard plan and this section.

(6) Inspections.

(A) Only one inspection shall be required and performed by the Building Official or designee for small residential rooftop solar energy systems eligible for expedited review.

(B) The inspection shall be done in a timely manner.

(C) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this subsection.

Section 3. 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. The 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 4. Effective Date and Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard
Mayor

ATTEST:

____
Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda
City Attorney

Legislation Text

21.

File #: 16-072, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 18, 2015

SUBJECT: Adopt Resolution to amend the contract between the California Public Employees Retirement System and the City Council of the City of Woodland and Second Reading of an Ordinance to amend the PERS Contract.

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Resolution No. _____, amending the contract between the Board of Administration California Public Employees/Retirement System and the City Council of the City of Woodland; and
2) Adopt Ordinance No. _____, amending the PERS Contract

Staff Contact

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

Fiscal Impact

Currently all classic police members PERS Cost Share is at 4.887% consequently, there is no fiscal impact.

Report in Brief

The City and the all three of the Police Bargaining Units; Woodland Police Employees' Association, Woodland Police Supervisors' Association, and Woodland Police Mid Management Unit reached an agreement in July 2012 to amend the PERS Contract to increase the PERS Cost Share from 4.00% to 4.887%. Since this is a change in the employee contribution rates, it requires approval by the City Council and a secret ballot election by employees who are affected by the contract amendment. Due to PEPRA regulations, the proposed change to the section requires, intention to discontinue the current contribution and be replaced by the 4.88% Employees Sharing Additional Cost as provided by Section 220516 of the PERS Contract.

Discussion

All three bargaining units agreed to increase the PERS Cost Share from 4.000% to 4.887% in July 2012. All three bargaining units are currently contributing 4.887% as agreed. The purpose of this Resolution is to amend the contract to reflect the 4.887% Employee Cost Share.

Conclusion

Staff recommends that the City Council:

1) Adopt Resolution No. _____, amending the contract between the Board of Administration California Public Employees/Retirement System and the City Council of the City of Woodland; and
2) Adopt Ordinance No. _____, amending the PERS Contract

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio, City Manager

Attachment: Resolution to Amend the PERS Contract Amendment to the Contract Ordinance

RESOLUTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE
CITY COUNCIL
CITY OF WOODLAND

Whereas, the Public Employees' Retirement law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and ;

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed contract ; and;

Whereas, the following is a statement of the proposed change:

> To provide Section 20516 (Employees Sharing Additional Cost) 4.887% for classic local police members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Woodland does hereby give notice of intention to approve an amendment to the contract between said public agency and the board of Administration of the Public Employees' Retirement system, a copy of said amendment being attached hereto, as an Exhibit and by the reference made a part hereof.

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

____
Kara Ueda, City Attorney

____
Date adopted and approved

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Woodland

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 1, 1946, and witnessed August 5, 1946, and as amended effective January 1, 1956, June 1, 1960, April 1, 1963, August 1, 1964, November 1, 1968, July 1, 1973, October 4, 1973, May 1, 1974, January 1, 1977, February 1, 1979, September 1, 1979, January 1, 1980, October 1, 1980, July 1, 1991, July 31, 1992, January 1, 1993, June 6, 1993, July 5, 1996, June 30, 1997, July 23, 1998, December 4, 1998, March 21, 2001, June 26, 2001, December 1, 2003, April 1, 2005, May 17, 2005, March 1, 2006, June 1, 2006, September 1, 2010, June 1, 2012 and December 5, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective December 5, 2012, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to December 5, 2012 and age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after December 5, 2012; age 50 for local fire members and for those local police members entering membership in the police classification on or prior to June 1, 2012 and age 55 for local police members entering membership for the first time in the police classification after June 1, 2012.

2. Public Agency shall participate in the Public Employees' Retirement System from and after September 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. Local Police Officers (herein referred to as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. **PERSONS HIRED ON OR AFTER OCTOBER 4, 1973, WHO ARE EMPLOYED AS "SLEEPERS" IN THE FIRE DEPARTMENT.**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.

7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after December 1, 2003 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after December 1, 2003 and not entering membership for the first time in the miscellaneous classification after December 5, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after December 5, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member and for those local police members entering membership in the police classification on or prior to June 1, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

11. The percentage of final compensation to be provided for each year of credited current service as a local police member entering membership for the first time in the police classification after June 1, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

12. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

    c. Section 20965 (Credit for Unused Sick Leave).

    d. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.

    e. Section 20020.1 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972 and who elected to be local safety members within six months of January 1, 1977). Legislation repealed said Section effective January 1, 1985.

    f. Section 21325 (One-Time 3% to 15% Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1974). Legislation repealed said Section effective January 1, 2002.

    g. Section 21326 (One-Time 1% to 7% Increase For Local Miscellaneous Members Who Retired or Died Prior to July 1, 1974). Legislation repealed said Section effective January 1, 2002.

    h. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.

i. Section 20042 (One-Year Final Compensation) for local fire members, local police members entering membership on or prior to June 1, 2012 and for those local miscellaneous members entering membership on or prior to December 5, 2012.

j. Section 20903 (Two Years Additional Service Credit).

k. Section 21024 (Military Service Credit as Public Service).

l. Section 21574 (Fourth Level of 1959 Survivor Benefits).

m. Section 21583 (Additional Opportunity to Elect 1959 Survivor Benefits) for local police members only.

n. Section 21023.5 (Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service).

o. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21362.2 (3% @ 50 Full formula) and Section 21363.1 (3% @ 55 Full formula) for local police members.

From and after April 1, 2005 and until the effective date of this amendment to contract the police employees of Public Agency shall be assessed an additional 4% of their compensation for a total contribution rate of 13% pursuant to Government Code Section 20516.

Section 21362.2 (3% @ 50 Full formula) for local fire members.

From and after June 1, 2006 the fire employees of Public Agency shall be assessed an additional 4% of their compensation for a total contribution rate of 13% pursuant to Government Code Section 20516.

p. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local safety members only.

q. Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local police members entering membership for the first time in the police classification after June 1, 2012.

Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after December 5, 2012.

r. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 4.887% for classic local police members.

13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

15. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _______________, ____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_______________________________
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF WOODLAND

BY_______________________________
PRESIDING OFFICER

____
Witness Date

Attest:

____
Clerk

AMENDMENT CalPERS ID #3497730642
PERS-CON-702A

ORDINANCE ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF WOODLAND AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City Council of the City of Woodland does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of Woodland and the Board of Administration, California Public Employees' Retirement System is hereby authorized. A copy of said amendment being attached hereto, marked as an Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council of the City of Woodland is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Woodland.

Section 3.

This ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of thirty (30) days from the passage thereof, shall be published at least once in the Daily Democrat, a newspaper of general circulation, published and circulated in the City of Woodland, County of Yolo, and thenceforth and thereafter the same shall be in full force and effect.

This ordinance adopted and approved this 21 day of August, 2015 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Thomas Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara Ueda, City Attorney