City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, September 15, 2015 **6:00 PM** **Council Chambers**

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY/SUCCESSOR AGENCY SEPTEMBER 15, 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.

16-120 SUBJECT: Long Range Calendar

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

Attachments: Council Long Range Calendar

F. CONSENT CALENDAR

1. 16-101 SUBJECT: Public Works Quarterly Status Report for the period of June through August 2015

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

Attachments: June through Aug Qtr Report

2. 16-085 SUBJECT: Authorize the Sole-Source Purchase of Ultraviolet (UV) Lamps and the Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed one hundred thirty thousand dollars ($130,000).

Attachments: Sole Source UV lamps resolution 2015-16

3. 16-087 SUBJECT: Authorize the Sole-Source Purchase of Coagulants for the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract for the sole-source purchase of coagulants from Rosa Water Technology Associates with an amount not-to-exceed one hundred thirty-five thousand dollars ($135,000) for Fiscal Year 2015/16.

Attachments: sole source coagulants resolution 2015-16

4. 16-091 SUBJECT: Approval of Joint Use Agreement with PG&E for Subdivision 4986 Heidrick 2 & 3

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______, approving the PG&E Joint Use Agreement for Subdivision 4986 Heidrick Ranch Phase 2&3 and authorize the City Manager to sign on behalf of the City.

Attachments: A -Resolution

B - Joint Use Agreement

C - Location Map for the Joint Use

5. 16-092 SUBJECT: Adopt the Resolution Supporting the State's 811 Safe Digging Program

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, supporting the State's 811 Safe Digging Program and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

Attachments: 2015 Resolution in Support of 811 Safe Digging Program

6. 16-100 SUBJECT: Main Street Streetscape (Elm to Cleveland) Project, CIP 15-16; Approve Amendment to Consultant Services Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, amending the consultant services agreement with Associated Engineering Consultants, Inc. in the additional amount of $62,400, for a total agreement amount of $179,320; for the Main Street Streetscape (Elm to Cleveland) Project and authorize the City Manager to execute the amendment.

Attachments: A - Resolution

7. 16-104 SUBJECT: Approval to Execute Boiler and HVAC Services Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a Boiler and HVAC Services Agreement with EMCOR Services Mesa Energy Systems (EMCOR/Mesa) to perform preventative maintenance services at nine City-owned facilities in the amount of $26,163.00 per year for three years ($78,489.00 total).

Attachments: Contract Proposals

Woodland _ HVAC RFP Final (2) (BBK Rev 07.2015)-c1.docx

Resolution

8. 16-106 SUBJECT: Second Reading and Adoption of Ordinance No. 1592 amending Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service to establish incentives and encourage the use of recycled water

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1592, “An Ordinance of the City Council of the City of Woodland, California Amending Sections 23C-14-3 and 23C-14-19 of Article XIV of Chapter 23C of the Woodland Municipal Code to Establish Incentives and Encourage the Use of Recycled Water.”

Attachments: Ord_1592 Mandatory Use Recycled Water Ordinance

RecycledWaterOrd_Summary 2nd

9. 16-119 SUBJECT: Second Reading and Adoption of Camping and Prohibited Activities in City Parks Ordinances

Recommendation for Action: Staff recommends that the City Council consider the following actions:
1. Adopt Ordinance No. 1590, amending Sections 7-2, 7-3, and 7-4 of the Municipal Code related to camping on city property and private property; and
2. Adopt Ordinance No. 1591, amending Section 15-56 of the Municipal Code related to Prohibited Activities in City Parks

Attachments: Ord_1590 Amended Camping Ordinance

Ord_1591 WOODLAND _ Ordinance Amending Storage Activities in City Parks

10. 16-123 SUBJECT: Modifications to City Manager’s Employment Agreement

Recommendation for Action: City Council approval of modifications to the City Manager’s Employment Agreement as indicated.

Attachments: Woodland - Paul Navazio employment agreement Sept 2015

11. 16-107 SUBJECT: Resolution in Support of the Yolo Conflict Resolution Center Providing Mediation and Related Services to the Woodland Community

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, in support of the Yolo Conflict Resolution Center (YCRC) providing mediation and related services to Woodland residents and authorize City departments/staff to provide referrals for service to YCRC.

Attachments: City Council Resolution

YCRC Who We Are Document

12. 16-113 SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action: Staff recommends that the City Council appoint a new Nominating Committee at the October 6, 2015 regular City Council meeting for the 2016 Community Service Awards.

13. 16-112 SUBJECT: Increase the Fiscal Year 2015/16 Energy Projects Budget Appropriation by $985,000

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an adjustment of $985,000 to the FY 2015/16 appropriation for energy project expenses in Fund 365. This is an accounting adjustment only and does not represent any new City expenses.

Attachments: Reso - FY 2015-16 adjustment to Fund 365 budget

14. 16-114 SUBJECT: League of California Cities 2015 Annual Conference - Resolutions for Consideration

Recommendation for Action: Informational report on slate of resolutions to be considered by member cities at the annual business meeting of the League of California Cities, to be held on October 2, 2015.

15. 16-115 SUBJECT: Woodland Visitor Attraction District 2x2 Subcommittee Membership

Recommendation for Action: It is recommended that the City Council appoint Council Member Sean Denny to the Woodland Visitor Attraction District 2x2 replacing Mayor Stallard.

16. 16-117 SUBJECT: Investment Policy Update

Recommendation for Action: Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

Attachments: Investment Policy FY15-16

17. 16-118 SUBJECT: Increase the Fiscal Year 2014/15 Workforce Housing Grant Budget Appropriation by $137,775

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional appropriation of $137,775 to the FY 2014/15 Workforce Housing Grant Fund (Fund 325).

Attachments: RESOLUTION NO

G. SUCCESSOR AGENCY CONSENT CALENDAR

18. 16-088 SUBJECT: Consideration of approval of Recognized Obligation Payment Schedule for the period of January 2016 through June 2016, pursuant to Health and Safety Code Section 34177

Recommendation for Action: It is recommended that the Successor Agency adopt Resolution No. _____, approving and adopting the Recognized Obligation Payment Schedule ("ROPS") covering the period of January 1, 2016 through June 30, 2016.

Attachments: SA_RESOLUTIONROPS9.15.15

Woodland_ROPS_15-16B

19. 16-109 SUBJECT: Consideration of Resolution No. _____, approving a proposed administrative budget for the period of January 1, 2016 through June 30, 2016, pursuant to Health and Safety Code Section 34177 (j)

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

Attachments: SA_RESOLUTION admin budget9.15.15

Admin Budget FY15-16B

H. PUBLIC HEARINGS

20. 16-125 SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE - Spring Lake Specific Plan - Turn of the Century (PLNG15-00036) General Plan and Specific Plan Amendments and Development Agreement Amendments

This item will be opened and continued to the October 6, 2015 Council meeting.

I. REPORTS OF THE CITY MANAGER

21. 16-105 SUBJECT: Approve the 2014-15 Community Development Block

Grant Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation for Action: Staff recommends that the City Council approve the 2014-15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Attachments: CAPER

Public Notice

22. 16-122 SUBJECT: License Agreement with Democrat Investors - Outdoor Dining Patio in Heritage Plaza

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a License Agreement with Democrat Investors, LLC for outdoor dining in Heritage Plaza associated with the tenant space at 701 Main Street.

Attachments: RESOLUTION- Heritage Plaza License Agreement

Heritage Plaza Exhibit A

23. 16-121 SUBJECT: City Hall Annex - Woodland Opera House Re-Use

Recommendation for action: Staff recommends that the City Council:
1. Adopt Resolution No. _____, approving the first amendment to the Building Lease Agreement between the City of Woodland and the Woodland Opera House for the City Hall Annex (520 Court Street); and
2. Approve a budget adjustment allocating an additional $140,000 in Measure E funding toward building improvement costs in support of the Woodland Opera House's reuse of the City Hall Annex for theatre and dance educational programming.

Attachments: WOODLAND_ Resolution Approving First Amendment to City Hall Annex Buildi

WOODLAND_ First Amendment to Building Lease with WOH-City Hall Annex(fi

Executed Lease WOH at Annex

24. 16-111 SUBJECT: Carry-Over of FY2014/15 Unencumbered Appropriations

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2014/15 to 2015/16 totaling $654,798. These funds represent appropriations provided in the FY2014/15 budget for specific projects in support of departmental programs that were not completed last fiscal year. These funds are proposed to be re-appropriated for expenditure as amendments for the FY2015/16 budget.

Attachments: Budget Resolution

Exhibit A - Total Appropriations by Fund

Exhibit B-Detailed List of Carry-Over Recommendations

25. 16-116 SUBJECT: $2,842,900 City of Woodland Community Facilities District 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Bond Issuance Agreement; Authorizing the Issuance of Subordinate Special Tax Bonds; and Approving Certain Other Actions Related Thereto.

Attachments: Resolution Subordinate Special Tax Bonds 2015F

Bond Issuance Agreement - Cal West & Optimistic Partners

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority/Successor Agency Regular Meeting of the City of Woodland scheduled for September 15, 2015 was posted on September 11, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

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

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 16-120, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 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

OCTOBER 6th REGULAR MEETING REPORTS DUE 9/22

Minutes
City Council Minutes of September 1st and September 15th

Presentation
Planning Commission Workplan

Consent Calendar
Summary Vacation and Quitclaim of approx. 266 s.f. of Heritage Parkway

Public Hearing
Springlake Park N-3 – General Plan/Specific Plan Amendment, Purchase and Sale Agreement

Regular Calendar
Appoint Members to the Nominating Committee for CSA
Springlake Neighborhood Park N1 Purchase and Sale Agreement and Master Plan
Downtown Hotel Project – Exclusive Negotiating Agreement
Animal Services Contract - Renewal and Extension

OCTOBER 20th REGULAR MEETING REPORTS DUE 10/6

General Plan – Council Direction on Land Use Map and Preferred Scope of EIR
Recycled Water Project – Authorization to Bid, Recycled Water Contract and SRF Loan Documents

NOVEMBER 3RD REGULAR MEETING REPORTS DUE 10/20

Consideration of Amendments to Sign Ordinance
Digital Freeway Sign Proposal(s)

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
Update/Revision of Development Impact Fees
Zoning Ordinance Update – Medical Clinics (Referral)

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 9/10/15

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

1.

File #: 16-101, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Public Works Quarterly Status Report for the period of June through August 2015

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

Staff Contact

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

Fiscal Impact

None - for information only.

Background

This quarterly status report covers the period of June 2015 through August 2015. The Report presents a summary of Service Requests and Work Orders completed, and also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion

Staff recommends that Council receive the Report and advise if they have any questions.

Prepared by: Johanna Currie
Senior Management Analyst

Reviewed by: Gregor G. Meyer
Public Works Director

Paul Navazio, City Manager

Attachment

Public Works Department

Quarterly Status Report

June through August 2015

For the Months of June thru August 2015		
Division	**Service Requests**	**Work Orders**
Administration	954	-
Electrical	68	107
Environmental Services	876	-
Facilities	125	154
Fleet	-	381
Parks	35	89
Pretreatment	-	241
Sewer	60	445
Signs & Markings	8	128
Storm Drain	7	131
Streets	87	181
Urban Forestry	104	114
WPCF	-	60
Water	1,116	475
Grand Total	**3,440**	**2,506**

Service Requests – Every time a request for Public Works services is made by phone call, written request, emailed request, or an actual one-on-one request to a PW employee, a **'Service Request'** is generated. This builds a computerized record of all requests made.

Work Orders – A **'Work Order**' is created each time a work crew or individual is assigned a task as a result of either service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

Total for Calendar Year 2015 Through 8/31/15	
Service Requests	Work Orders
8,242	**6,508**

65 Working Days This Quarter = **53 Requests for Service per Day**

Environmental Services Division

The following were major projects this quarter:

- Solar project – Plan review process completed and construction activities initiated. Selected Legacy Tree Grove planting design and advanced planning for fall planting.
- Climate Action Plan – Coordinated with Woodland Step Up and Power Down on numerous outreach events and office open house.
- Water conservation – Drafted RFP for web-based water-use portal. Gave water conservation presentations to Kiwanis and Library Rose Club. Exceeded 25% goal for water-use reduction in each month.
- Staffing – Trained new Conservation Coordinator for energy and C&D recycling, conducted recruiting for Water Conservation Coordinator.

Fleet & Facilities Division

- Facilities Services: A project to upgrade security at City Hall is underway and is expected to be complete by mid-September. Once completed, the security solution will include limiting access by the public to the main front and back doors to City Hall; all other doors will remain locked during business hours. Card reader devices will be installed at the front and back main doors which will allow only staff with access cards in to the facility after hours. Card reader devices will also be installed at the entryways to CDD and Finance on the first floor as to limit general foot traffic from entering these areas. Additionally, panic buttons will be placed around key areas around City Hall in case there is ever a threatening situation where staff members need to "buzz" the Police immediately.
- Fleet Services: In the previous Quarterly Report, it was mentioned that two Heavy Equipment Mechanics resigned and accepted higher paying jobs at other agencies. Good news! Fleet Services completed the recruitment process for two new Heavy mechanics and the shop is now fully staffed. Both mechanics possess prior diesel engine experience and are motivated to be part of the team! We will be sending both mechanics to Fire Truck mechanic training this fiscal year to get certified in various systems of the apparatus. We anticipate a 3-6 month hands-on training period before both mechanics are proficient with the unique equipment we have in our fleet, but we should expect an improvement to our overall turnover rate on our heavy equipment.

Right of Way Division

- Electrical: School Signalized Crosswalk Upgrade – The original installation of the signalized crosswalk was part of the 2009 Safe Route to School Project. During this project a new type of in-pavement lighting system was used because of its ability to monitor the system through the internet.

  This new technology was helpful for maintenance issues and changing operations of the intersection remotely. However, during the first year we had numerous failures with the in-pavement lighting portion of the system. During that time we had the manufacturer install the newest revision of lights; however, they continued to fail after a few months of usage.

  The maintenance and engineering groups within the City continued to work with the manufacturer to remedy the problem. Unfortunately, the company was bought out and the new owners did not support the warranty of the product.

  Realizing the importance of these crossings, Council approved the funding to replace the remaining crosswalks locations this fiscal year. This project should be complete by July 2016.

- Electrical: SCADA Terminal Server – The Electrical group is in the process of updating the SCADA servers to a new virtual platform. This project is needed to keep the systems reliable for operations and State and Federal reporting requirements. This project is roughly 30% complete.

Electrical: Arc Flash Mitigation – We are currently working on 6 Well sites that require a fused disconnect be installed between the secondary side of the main breaker and the motor starter.

This work was recommended by an engineering company that performed our citywide arc flash analysis. The work is needed to ensure that the arc flash boundary remains within a category that is suitable to work in. We have completed 2 out of the 6 sites.

- Electrical: Facility Panel Maintenance – The Facility Engineering Associates (FEA) recommended that facility electrical maintenance is performed every three year. This maintenance is needed to ensure that the electrical equipment is functioning normally and the breakers are not overheating.

  Additionally, this maintenance will help mitigate the possibility of failures to circuitry and critical equipment. The Electrical group has completed maintenance on 2 out of 8 City facilities.

- Electrical: Main Distribution Panel Replacement at Brooks Pool – This equipment was installed during the original construction of the pool 40 plus years ago. Over the years it has sustained corrosion damage and severe rust. Moreover, without this vital piece of equipment, the pool will sustain significant downtime due to an unreliable power source.

  This equipment is needed to promote the City's ability to provide the General Public with a safe and reliable swimming environment. This project is roughly 20% complete.

- Sign & Markings: Retro-Reflectivity Program - Traffic signs provide important information to drivers at all times, both day and night. To be effective, their visibility must be maintained and regulated. The California Manual on Manual Traffic Control Devices (CAMUTCD) mandates that agencies establish and implement a method to maintain minimum levels of sign retro-reflectivity.

  To meet these standards, we are currently testing reflectivity of 50% of regulatory signs, 30% warning signs, and 20% of guide signs from each area of the City. This testing will provide the baseline for maintenance scheduling and budgetary needs. The project is roughly 20% complete.

- Sign & Markings: Overhead Sign Replacements - The Signs and Markings Group is in the process of replacing 8 selected intersection overhead street name signs. This project is necessary due to the loss of reflectivity value of the designated sign areas.

  Once this project is complete, the entire City's overhead sign inventory will meet the current CAMUTCD reflectivity standards. This project has been underway as of December 2013 and we have set a targeted completion date of mid-March 2016. We are roughly 25% complete with this project.

- Streets: 2017 Seal Project - In preparation for the 2017 seal project in zones 1 and 2, the Street group has continued routine maintenance in these areas. The Street group has crack sealed approximately one hundred percent of Zone 1 to date and performed minor skin paving at multiple locations.

We have surveyed this area and have identified areas that require base repair and additional skin paving. These projects are ninety-five percent complete and will be completed prior to Zone 1 being sealed. The group has also just started to crack seal in Zone 2 and identifying skin paving and base repair locations.

- Streets: Annual Sidewalk Trip Reduction Program – The Street group put together a sidewalk trip hazard repair project this past quarter. The areas targeted were Douglass Middle School and the surrounding areas, as well as the Beamer Park area.

  This project was contracted out to Precision Concrete Cutting due to their proprietary and patented cutting technology to repair trip hazards. The specifications of this project included repairing all hazards between ¼" and 2" high, and mapping all locations repaired. During this 29 day project, the City of Woodland was able to eliminate 1,494 trip hazards or approximately 53,784 square feet.

  By deciding to tackle the trip hazard issues within the City by saw cutting versus traditional removal and replacement methods, we saved approximately $463K; this is based on a $10.00 per square foot sidewalk replacement cost. The cost savings incurred, combined with the reduction in trip hazards, made this project a total success. This was the second year that we have put together this project and the results easily justify for it to continue.

Parks Division

- Urban Forestry: Maintenance
  West Coast Arborists (WCA) has completed tree trimming throughout the City. We will be coming back to Council with the renewed City of Sacramento contract that the City hopes they can piggy-back on to get the same pricing.

- There have been a large number of tree limb failures in the last few months. This is due in part to the drought, excessive heat, and the fact that the trees are not receiving nearly as much water as they would in a normal year.

  The lack of water makes already stressed trees brittle, thus anywhere there is a structural defect in these trees, the propensity for failure is increased. Unfortunately many of these defects aren't visible, making it difficult to predict when or if a limb will fail.

  The Urban Forestry Group (UFG) is doing all they can do to address these failures and prevent any potential structural issues. This issue may be exacerbated this winter if we receive the "El Nino" that is forecasted.

  In 2007 there were similar storms that moved through the area that kept the UFG crew busy with the cleanup for weeks. Hopefully, with the area pruning nearly on track to meet a seven year pruning cycle there will be less cleanup required than occurred in 2007.

- City staff and PG&E have determined that the heritage oak tree (#49) is a potential hazard to PG&E infrastructure and the homeowner's house at 712 Third Street.

  The tree has moved so much over time that it has compressed the sidewalk, rendering it virtually useless. The tree has about a 35 to 40 degree tilt over the house with the majority of the weight being on the home side. The tree shows sign of little root placement opposite of the lean (street side). The side walk is no longer ADA compliant, creating a liability for the City.

  This is a great example of the wrong tree planted in the wrong place; City staff has worked closely with PG&E staff to come up with the best long-term solution to ensure the hazard will be mitigated. As the City prefers to not remove trees whenever possible, staff has looked at many options available and removing the tree is the best, most economical option with a long-term solution. City staff plans on repairing the damaged sidewalk and replacing the tree with as many trees as possible to help mitigate the loss.

- The Urban Forestry Group made an offer to a successful candidate on 8/20/15 to fill the vacant Tree Trimmer II position, with the anticipation of having someone onboard by September.

- The Urban Forestry Group has been utilizing a college intern to assist with the closing out of work orders that weren't finished or duplicated. So far he has cleaned up 197 work orders and will now be working on cleaning out the back log of 193 redline work orders.

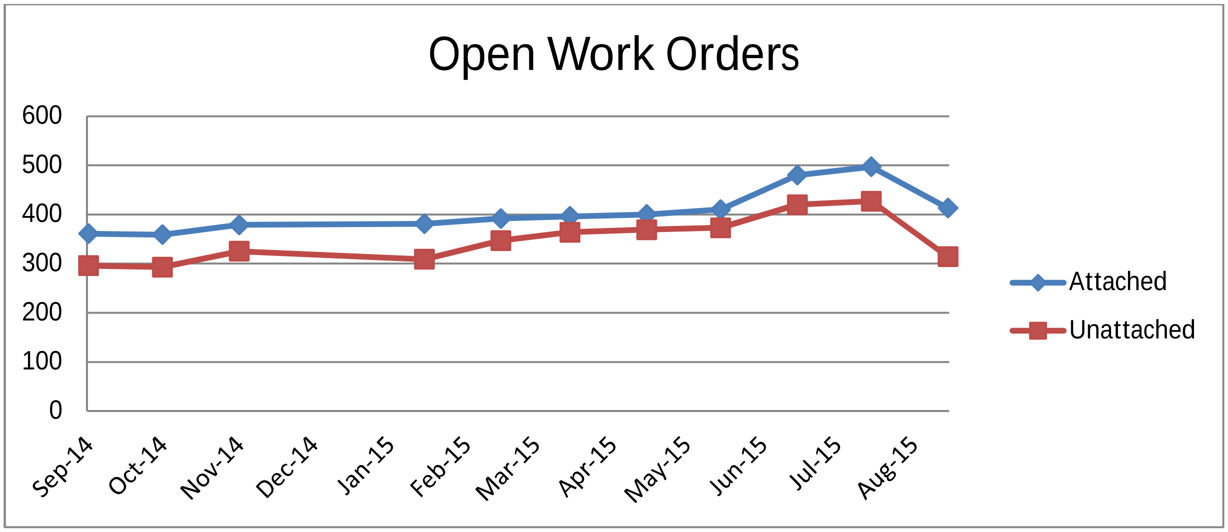
  These are work orders that are created in our maintenance management system (Cityworks) for the placement of our newly planted trees. This will greatly reduce the number of work orders that are cluttering up our system. Many of these work orders are cleaned out by our contractor when they are working on our scheduled area pruning, and this will also help address many of our backlogged work orders.

- Currently there are 413 attached and 314 unattached work orders that are open and waiting to be processed. This is a total of 727 pending tasks that are currently on the books waiting for staff time and equipment.

  Attached work orders are tasks that are generated by the public (e.g., hazards, requests for pruning and removals, tree evaluations and plantings, etc.).

  Unattached work orders are tasks that are internally created by Public Works staff (e.g., stump and tree removals, small tree care and insecticide treatments, etc.).

  Below is a graph depicting the volume of work orders over the last 12 months.



- General Fund Parks – Unfortunately we continue to experience a significant backlog of maintenance in our General Fund Parks (GFP) due to the fact that we only have one full-time employee responsible for maintenance at 18 parks. While we contract out our landscaping services, we are challenged in meeting ongoing safety inspections, equipment repairs, facility maintenance, and public service requests.

  In addition, our deferred maintenance backlog for Park facilities continues to grow. The following is a partial list of tasks or projects that need to be addressed:

  a. Resurfacing of basketball courts and tennis courts
  b. Updating restrooms and picnic areas to meet ADA standards
  c. Replacing all barbecue pits that have rusted out.
  d. Continuous painting of all picnic stations and restroom facilities/shops.
  e. Continuous maintenance of 15 playgrounds.
  f. Continuous maintenance of fencing/gates at all Parks
  g. Changing all old wood picnic tables and benches to current standards (concrete or steel) to reduce yearly maintenance.

- The new rope climber pyramid has been completed at Ferns Park and this is a great addition to the site. Thanks, again, to the Rotary Club of Woodland for their generous donation.

- Thanks to an Eagle Scout project at Ferns Park, one of our shade structures received much needed repairs. A majority of the work was donated by Tanner Lee (front and center), who was working on acquiring his Eagle Scout status. With the assistance of City staff, he replaced all of the 2x4's suffering from dry rot and painted the entire structure. This was a great collaboration with the Eagle Scouts, as well as performing a much needed facelift for this site. Thank you Tanner for all of your efforts.

<u>Utilities - Sewer and Storm Division</u>

The Collections Group, in conjunction with CDD, has been working on a variety of sewer rehabilitation projects throughout the City:

- A portion of the Kentucky sewer trunk under I-5 - Kentucky overpass project has been completed, but due to an unforeseen obstacle, the balance of the project has been rescheduled to early September. All work is expected to be complete by 9/12/15

- The relocation of the sewer main located in the easement at the Woodland Joint Unified School District yard is complete. The project added two new sewer manholes and 420' pipe, as well as abandoned the existing failing pipe that was previously located beneath large refrigeration units.

- Two deep sewer repairs located in the high traffic intersections of Gibson Rd. & West Street and Gibson & Matmor Road have been completed.

- The Dog Gone Alley sewer main relocation necessitated by the State Theater project has been successfully completed.

<u>Utilities - Water Production and Distribution Division</u>

- <u>Wells</u>
  Over this last quarter, our Water Production staff produced 1 BILLION gallons of water. Well #26 is now running 24 hours per day and is pumping into our new water transmission mainline.

- Crews successfully changed out an 8" control valve at Well #15 and made upgrades to the chlorine system at Wells #24 & #6. This work included a new tank, pump, and all chemical feed lines.

- <u>Distribution Division</u>
  Over this last quarter, Water Distribution has responded to 22 water main breaks, installed a new water service and backflow at Camarena Park, abandoned a large section of 2" BOW, and replaced 7 services on Beamer Ave with "Poly Pipe."

- <u>Preventive Maintenance (PM)</u>
  Crews are working diligently on fire hydrant maintenance. Our goal was set at 20% (or 500 fire hydrants) to be painted and exercised for 2015. During this last quarter, our PM staff was able to visit 189 fire hydrants, which brings are current total to 306 exercised and painted fire hydrants for the year.

- <u>Backflow/Cross Connection</u>
  Management is currently working on a comprehensive Citywide backflow/cross connection program which has been mandated by the State of California as a method to protect our public drinking water system. The City of Woodland has already been put on notice from the State for non-compliance, which makes the implementation of this program an even a higher priority for the Department.

  Staff is working on various implementation strategies to bring forth to a Council Sub-Committee for discussion.

<u>Wastewater Operations Division</u>

<u>Laboratory and Pretreatment:</u>

- Prepared and submitted a Mercury Pollution Prevention Plan to the Regional Board, in accordance with our NPDES permit.

- Collaborated with Nexgen Utility Management on the preparation of an update to our Salinity Minimization Plan. Submitted the updated plan to the Regional Board in accordance with our NPDES Permit.

- Prepared & submitted monthly, quarterly, & semi-annual reports to the Regional Board in accordance with out NPDES Permit.

- Developed a Performance Evaluation Assessment & Improvement Program (PEAIP) in accordance with the Year 2 requirements of the MS4 Permit.

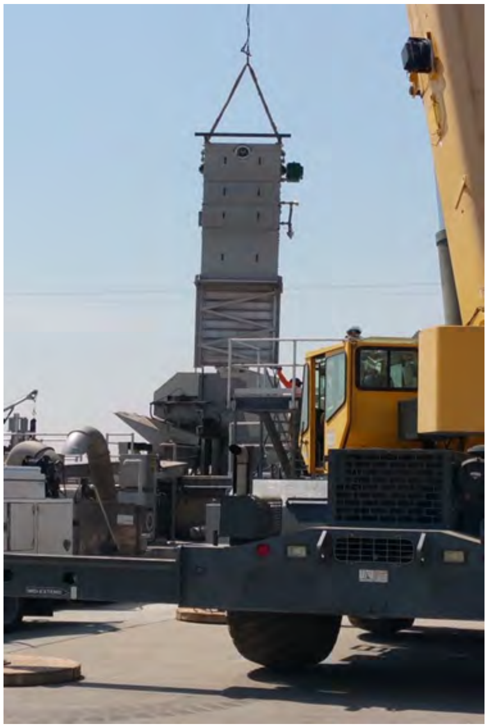
- Completed Groundwater Monitoring for Q3 2015 (Laboratory)

- Completed Local Limits Sampling for Q3 2015 (Pretreatment)

- Pretreatment staff recorded new radio spots for the Hometown Green program. The spots, which focused on keeping fats, oil & grease out of the sewers and on informing listeners that so-called "flushable" wipes cause clogged pipes, will air on KUIC radio (95.3 FM) throughout the year.

Water Pollution Control Facility:

- Bar Screens - Work has started on replacement of bar screens and the first new unit has been placed. The contractor (GSE) is currently completing the installation of the associated mechanical and electrical components. The second screen will be installed after the initial unit has proven its reliability.



Bar Screen Installation

- Aeration Project - The aeration project is ongoing and the contractor is currently working on the pipe and associated supports inside the blower building, and in and around the basin. The basin baffles finally arrived and have been installed. All should be ready for startup testing, which is currently scheduled for the 8th and 9th of September.

Legislation Text

2.

File #: 16-085, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Authorize the Sole-Source Purchase of Ultraviolet (UV) Lamps and the Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed one hundred thirty thousand dollars ($130,000).

Staff Contact

Tim Lloyd, Wastewater Systems Administrator, (530) 661-5899, tim.lloyd@cityofwoodland.org

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

There are no additional funds requested for this procurement. Council previously approved an amount of one hundred thirty thousand dollars ($130,000) for the purchase of UV lamps in the FY2015/16 Water Pollution Control Facility (WPCF) budget.

Background

UV lamps are a part of the wastewater disinfection system/treatment process at the WPCF. Disinfection is the final treatment procedure and inactivates any remaining pathogens prior to discharge of the final effluent. Given the importance of final disinfection in the treatment process, it is critical to maintain a functionally reliable disinfection system. In addition, this process is a required element of the City's National Pollutant Discharge Elimination System (NPDES) permit which is regulated by the Regional Water Quality Control Board (RWQCB).

There are multiple manufacturers of UV lamps; each producing lamps of differing qualities, i.e., UV intensity and duration of effective operation. The effectiveness of a given lamp can vary greatly from plant to plant dependent upon design and treatment processes. As such, the NPDES permit is conditioned to the type of lamp that was Title 22 bioassay tested, and the lamp type specifically approved by California Department of Health Services (CDPH) at the time of initial disinfection system installation.

Currently, the WPCF is using the Trojan brand UV disinfection system utilizing lamps approved and validated by Trojan Technologies and distributed by DC Frost Associates, Inc. This is the lamp/system that is currently specified in our NPDES permit. To change lamp manufacturers, a Title 22 bioassay test must be performed and the results approved by the CDPH. The testing process is expensive (approximately$45,000) and does not ensure CDPH approval.

Discussion

Due to the success we've experienced with lamps approved and validated by Trojan Technologies, and to maintain compliance with our NPDES permit, we wish to sole-source the purchase of the UV lamps from DC Frost Associates, Inc.

At the WPCF there are 10 banks of UV lights, each containing 168 lamps. This purchase is for 2- banks plus the required ancillary parts. These lamps are designed to provide a useful operating life of 12,000 hours. Our experience indicates they start losing intensity (their ability to disinfect) at about 10,000 hours. As such, they are replaced when their operating hours fall between 10,000 and 12,000 hours. Exceeding the 12,000 hours places the lamps outside of the manufacturer's recommended replacement time frame which, in turn, places the plant in violation of its NPDES permit.

Public Contract Code Section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for Public Works projects if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities, in order to establish uniform, complete and compatible system/specifications for City facilities. (See Public Contract Code § 3400(b)(2).) Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; see also *Los Angeles Dredging Co. v. City of Long Beach* (1930) 210 Cal. 348; *Los Angeles Gas & Electric Corp. v. City of Los Angeles* (1922) 188 Cal. 307, 319.)

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed one hundred thirty thousand dollars ($130,000).

Prepared by: Tim Lloyd, Wastewater Systems Administrator

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio

Paul Navazio, City Manager

Attachment

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE SOLE-SOURCE PURCHASE OF ULTRA VIOLET LAMPS FROM DC FROST ASSOCIATES, INC. WITH AN AMOUNT NOT-TO-EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000)

WHEREAS, approval is needed from the Woodland City Council to enter into a sole-source contract with DC Frost Associates, Inc. for the purchase of ultra violet (UV) lamps used in the disinfection/treatment of wastewater; and

WHEREAS, pursuant to Public Contract Code section 3400(c), the City may make findings designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce no advantage, including when there is only one contracting party who can complete the work {Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Gray don v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631}; and

WHEREAS, the UV system at the Water Pollution Control Facility (WPCF) was designed and manufactured by Trojan Technologies; and

WHEREAS, DC Frost Associates, Inc. is the authorized representative of Trojan Technologies for the State of California and provides UV lamps that are approved and validated by Trojan Technologies; and

WHEREAS, this product is necessary to comply with requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, this authorization shall be for FY 16 and is not-to-exceed one hundred thirty thousand dollars ($130,000); and

WHEREAS, funding for these lamps has been previously approved in the current FY 16 budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes a sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed one hundred thirty thousand dollars ($130,000) for the acquisition of the UV lamps required to properly and legally operate the City's wastewater treatment facility.

PASSED AND ADOPTED this 15th day of September, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____

Kara K. Ueda, City Attorney

ATTEST:____

Ana Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

Legislation Text

3.

File #: 16-087, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Authorize the Sole-Source Purchase of Coagulants for the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract for the sole-source purchase of coagulants from Rosa Water Technology Associates with an amount not-to-exceed one hundred thirty-five thousand dollars ($135,000) for Fiscal Year 2015/16.

Staff Contact

Tim Lloyd, Wastewater Systems Administrator, (530) 661-5899, tim.lloyd@cityofwoodland.org

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

Council previously approved an amount of one hundred thirty-five thousand dollars ($135,000) for the purchase of coagulants in the FY 16 Water Pollution Control Facility (WPCF) budget. No additional funds are being requested for this procurement.

Background

The use of coagulant chemicals as part of the wastewater treatment process at the WPCF is a required element of the City's National Pollutant Discharge Elimination System (NPDES) permit and is regulated by the Regional Water Quality Control Board. Coagulants act to increase the efficiency of the filtration system at the WPCF and are especially important in maintaining acceptable final effluent quality during treatment process upsets. Given their importance in the treatment process, it is critical to maintain a consistent and reliable source of coagulants.

There are dozens of coagulant manufacturers; each produces proprietary formulations of these chemicals. The effectiveness of a given product can vary greatly from plant to plant dependent upon influent constituents and plant treatment processes. At the WPCF, we have arrived at the use of products from Rosa Water Technology Associates through an extensive process of testing and monitoring. Changing manufacturers would require duplication of this work without any assurance of a successful outcome. In addition, changing products creates the very real risk of treatment process upsets and discharge violations.

Discussion

Due to the success we've experienced with their proprietary formulations, we wish to sole-source the purchase of coagulant from Rosa Water Technology Associates.

Public Contract Code Section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for Public Works projects if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities, in order to establish uniform, complete and compatible system/specifications for City facilities. (See Public Contract Code § 3400(b)(2).) Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631; see also Los Angeles Dredging Co. v. City of Long Beach (1930) 210 Cal. 348; Los Angeles Gas & Electric Corp. v. City of Los Angeles (1922) 188 Cal. 307, 319.)

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract for the sole-source purchase of coagulants from Rosa Water Technology Associates with an amount not-to-exceed one hundred thirty-five thousand dollars ($135,000) for FY 16.

Prepared by: Tim Lloyd, Wastewater Systems Administrator

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY 16 SOLE SOURCE CONTRACT WITH ROSA WATER TECHNOLOGY ASSOCIATES IN AN AMOUNT NOT-TO-EXCEED ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($135,000)

WHEREAS, approval is needed from the Woodland City Council to enter into a sole source contract with Rosa Water Technology Associates for the purchase of proprietary blend chemicals used in the treatment of wastewater; and

WHEREAS, Rosa Water Technology Associates has performed the relevant testing and developed a proprietary blend coagulant specific to the operational requirements of the City's wastewater treatment facility; and

WHEREAS, this product is necessary to comply with discharge requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, this contract shall be for FY 16 and is not to exceed one hundred thirty-five thousand dollars ($135,000); and

WHEREAS, funding for these chemicals has been previously approved in the current FY 16 budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute a sole source contract with Rosa Water Technology Associates in an amount not-to-exceed one hundred thirty-five thousand dollars ($135,000) for the purchase of chemicals required to properly and legally operate the City's wastewater treatment facility.

PASSED AND ADOPTED this 15th day of September 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

Legislation Text

4.

File #: 16-091, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Approval of Joint Use Agreement with PG&E for Subdivision 4986 Heidrick 2 & 3

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the PG&E Joint Use Agreement for Subdivision 4986 Heidrick Ranch Phase 2&3 and authorize the City Manager to sign on behalf of the City.

Staff Contact

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

Fiscal Impact

This project's processing costs were covered by fees. There is no impact to the General Fund.

Discussion

The Developer, Lennar Homes of California, is constructing certain improvements related to Subdivision 4986, Heidrick Ranch Phase 2 & 3; including completion of Farmers Central Road and bike path.

PG&E has certain rights of ways and easements for a transmission line easement dating back to 1951 that generally run along the alignment of Farmers Central Road. Because PG&E's easements predate the City's newly acquired right of way, PG&E has superior property rights. Typically these situations are handled by entering into an agreement that allows for both agencies to use the same land. This agreement was entered into when the City approved a Consent for Common Use agreement on July 7, 2015. However, after this approval, PG&E determined that 2 poles needed to be relocated outside of their existing easement and in City Right of Way. Because they have senior property rights, they are requiring that the City enter into a joint use agreement (instead of placing the poles under the standard franchise agreement) before moving the poles.

The Joint Use Agreement has more rights reserved for PG&E than the franchise agreement, but less than the Consent for Common Use Agreement. The City Attorney has reviewed and approved the agreement and determined that City Council action is necessary to approve it.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council Approving the PG&E Joint Use Agreement for Subdivision 4986 Heidrick Ranch Phase 2 & 3 and authorize the City Manager to sign on behalf of the City.

Prepared by: Bruce D. Pollard, Senior Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution Approving Joint Use Agreement
Attachment B - Joint Use Agreement
Attachment C - Location Map for the Joint Use

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A JOINT USE AGREEMENT BETWEEN CITY OF WOODLAND AND PACIFIC GAS AND ELECTRIC COMPANY

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

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

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

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

WHEREAS, the City Council wishes to approve this agreement known as the Joint Use Agreement through adoption of this resolution;

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

Section 1. The City Council approves the Joint Use Agreement between City of Woodland and PG&E.

Section 2. The City Council authorizes and directs the City Manager to execute the Agreement.

Section 3. A copy of the Joint Use 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

EXHIBIT A

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Auburn Land Rights
343 Sacramento St.
Auburn, CA 95603

Location: City/Uninc____________________
Recording Fee $________________________
Document Transfer Tax $ __________
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

AGREEMENT

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter called "Agreement", entered into this ______ day of______________, 20___, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "PG&E", and the City of Woodland, hereinafter called "Agency",

RECITALS

A. PG&E is the owner in possession of certain rights of way and easements, hereinafter referred to as "PG&E's easement", described as follows:

An easement for pole line transmission and distribution facilities, described in the deed from Mildred Merritt Parmelee, et al. to Pacific Gas and Electric Company dated March 28th, 1951 and recorded in Volume 343 of Official Records at page 460, Yolo County Records.

B. Agency has acquired certain rights of Way for road purposes by Offer of Irrevocable Dedication from Florence Patricia Phillips Parmelee, et al. and filed for record August 12th, 2003 in Book 2003 of Maps at pages 84 Yolo County Records, in the vicinity of the City of Woodland, County of Yolo, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to PG&E's easement.

C. PG&E's facilities installed pursuant to PG&E's easement will interfere with or obstruct the construction, reconstruction, and maintenance or use of said road purposes, and Agency desires to eliminate such interference.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. The location of PG&E's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "new location", described as follows:

> The parcel of land designated as "Area of Joint Use" on Exhibit "A-1" attached hereto and made a part hereof.

2. Agency acknowledges PG&E's title to PG&E's easement in said new location and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, in common with the public's use of Agency's right of way, said new location for all of the purposes for which PG&E's easement was

acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said Agency right of way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said new location, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said new location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's easement within the right of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the right of way if necessary to replace PG&E's easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of said road over, along and upon PG&E's easement in the new

location subject to PG&E's right and easement to use said new location for all of the purposes for which PG&E's easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's easement or the priority thereof over the title of Agency in said new location. Both Agency and PG&E shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

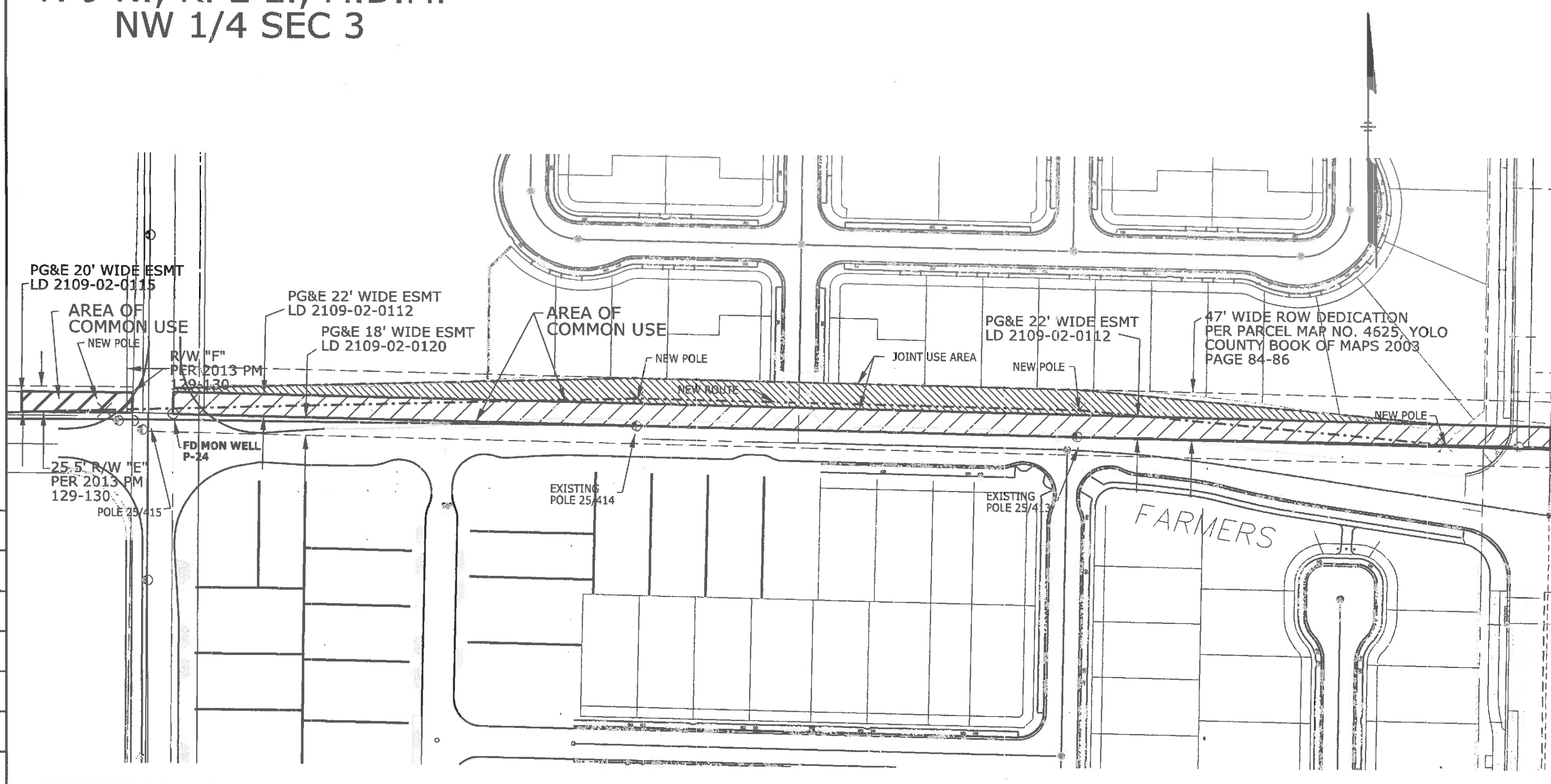
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

CITY OF WOODLAND	PACIFIC GAS AND ELECTRIC COMPANY, a California corporation
By________________________________	By ________________________________
Name______________________________	Wayne Toutges
Its ________________________________	Supervisor
	Land Surveying and Engineering Services
	North Valley

North Valley
Auburn Land Office
Electric Transmission
USGS location: T. 09N R 02E, MDM, NW ¼ Sec 3
PG&E Drawing Number(s): SA-293
PLAT NO.
LD of any affected documents: 2109-02-0112, 2109-02-0115,
LD of any Cross-referenced documents: 2109-02-0353
TYPE OF INTEREST: 3, 42
SBE Parcel Number: NA
(For Quitclaims, % being quitclaimed)
Order # or PM #: 31084381
JCN: 06-14-045
County: Yolo
Utility Notice Numbers:
Prepared By: S2P0
Checked By: JEN8
Revision Number: 2

T. 9 N., R. 2 E., M.D.M.
NW 1/4 SEC 3



NO.	DATE	DESCRIPTION	APVD.
1	3-18-15	ADDED PG&E ESMT AND COMMON USE AREA	
2	7-10-15	ADDED NEW POLE LOCATIONS	

REVISIONS

REFERENCE DWGS.

SCALES: 1 inch = 100'
1 centimeter =

APPROVED BY

AUTHORIZATION 31084381

BY D. DOYLE
DR B. SOULE
CH
O.K. D. MESSMAN
DATE 7/10/15

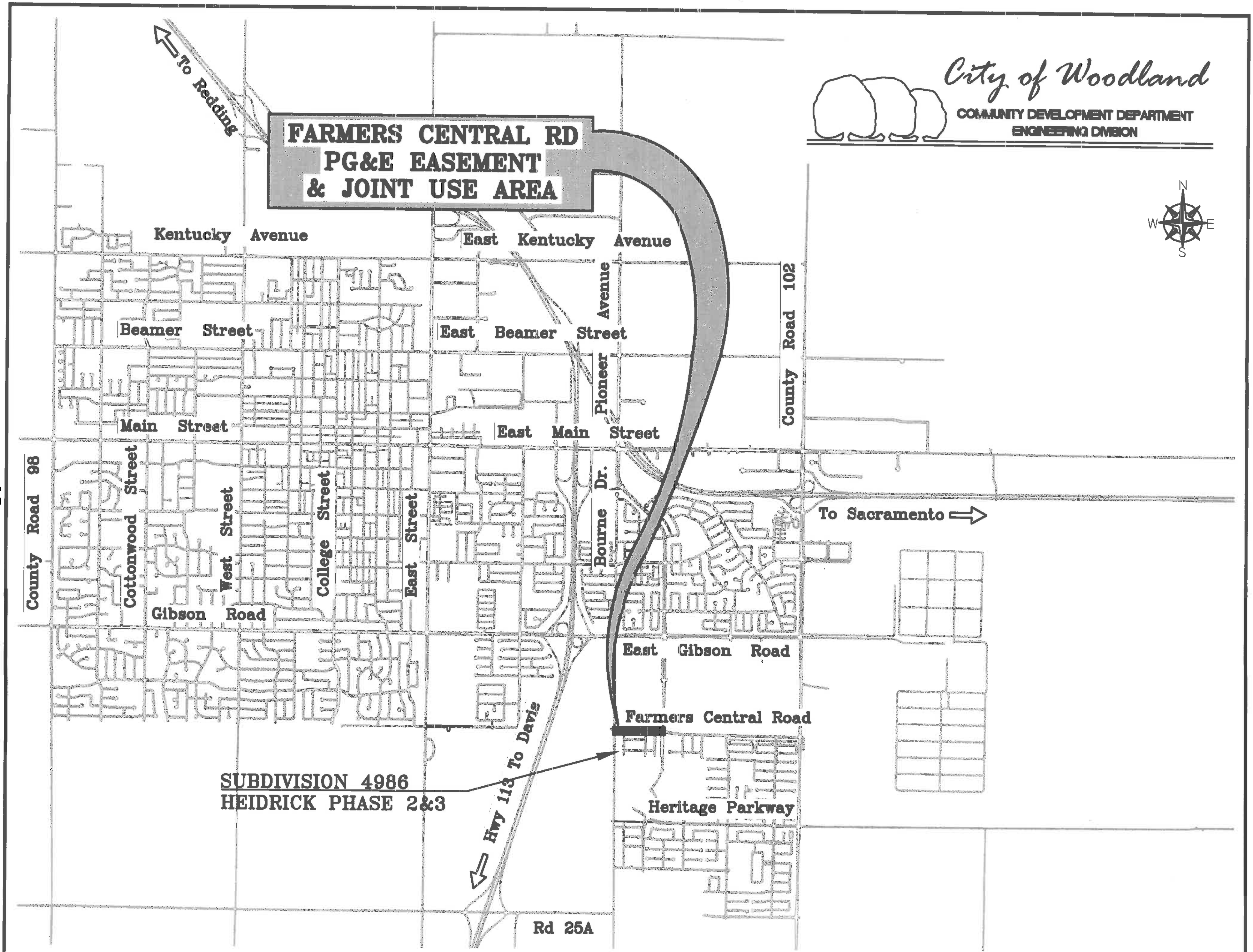
EXHIBIT "A-1"
MOU/JUA
NICOLAUS-PLAINFIELD 60KV
HEIDRICK RANCH PHASE 2
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

PG&E LAND ENGINEERING

JCN 06-14-045
AREA NORTH VALLEY
COUNTY YOLO
PROFILE
SHEET NO. 1 OF 1

DRAWING NUMBER	CHANGE
SA-293	2

CENTIMETERS 0 1 2 3 4 5 6 7 8 9 10
INCH 0 1 2 3 4 5


City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
FARMERS CENTRAL RD
PG&E EASEMENT
& JOINT USE AREA
To Redding
Kentucky Avenue
East Kentucky Avenue
Avenue
Beamer Street
East Beamer Street
Pioneer
Main Street
East Main Street
County Road 102
County Road 98
Cottonwood Street
West Street
College Street
East Street
Bourne Dr.
Gibson Road
East Gibson Road
To Sacramento
Farmers Central Road
SUBDIVISION 4986
HEIDRICK PHASE 2&3
Hwy 113 To Davis
Heritage Parkway
Rd 25A
N
W
E
S

Legislation Text

5.

File #: 16-092, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015
SUBJECT: Adopt the Resolution Supporting the State's 811 Safe Digging Program

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, supporting the State's 811 Safe Digging Program and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

Fiscal Impact

There are no additional fiscal impacts for the City.

Background

The City currently participates in the 811, 'Call Before You Dig' program by responding to all requests for Underground Service Alerts (USA's) generated by calls to the 811 call center. Our crews respond to the proposed dig site and mark sewer, storm, water, and electrical lines we have in the location.

Discussion

An underground utility line is damaged once every six minutes nationwide because someone decided to dig without first calling 811, according to data collected by Common Ground Alliance (CGA) (link is external) <http://www.commongroundalliance.com/>. The CGA, the association dedicated to protecting underground utility lines and the safety of people who dig near them, collects information from utility owners throughout the United States to measure the scope of damages nationwide.
Digging without knowing the approximate location of underground utilities can result in damage to gas, electric, communications, water and sewer lines, which can lead to service disruptions, serious injuries and costly repairs.

How the program works:

- **Call 811** from anywhere in the country a **few days** prior to digging and your call will automatically be routed to your local one call center. If you are interested in contacting the 811 center online, you can visit <http://call811.com/> and view the state map to see if your local one call center accepts online requests.
- You'll give the operator information about how to contact you, **where you are planning to dig** and what type of work you will be doing. Your quick conversation with the operator will last a few minutes.
- Utility companies and the City who have potential facilities in the area of your dig site will be notified about your intent to dig.
- Each affected utility company will **send a locator** to mark the approximate location of your

underground utility lines. This typically occurs within 2-3 working days. To access specific information about your state, visit our state map.

The question is often asked “do I really need to call?” The answer is **YES!** Don’t make a judgment call; make a phone call to 811. Homeowners often make risky assumptions about whether or not they should get their utility lines marked, but every digging job requires a call - even "small" projects like planting trees and shrubs.

The City not only participates in the program, but also encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects to protect our vital underground utilities.

Conclusion

Staff recommends that the City Council Adopt Resolution No. _____, supporting the State’s 811 Safe Digging Program and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

Prepared by: Greg Meyer
Public Works Director

Reviewed by: Paul Navazio
City Manager

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ENCOURAGING PARTICIPATION IN CALIFORNIA'S 811 SAFE DIGGING PROGRAM

WHEREAS, the 811 "Call Before You Dig" program is a vital public education and awareness program that will help keep Californians safe, and education is the key to promoting safe digging practices; and

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California's communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging; and

WHEREAS, undesired consequences, such as service interruption, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging or safely marking utility lines; and

WHEREAS, as California's economy continues to recover from the recession and the state's economic recovery stimulates new construction, new construction requires supporting infrastructure, and California's underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging; and

WHEREAS, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services;

WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties;

PASSED AND ADOPTED ÄóíÜÉ= áíó= çì åÅáäíÜáë=NR íÜ Ç~ó=çÑpÉéíÉã ÄÉêI=OMNRI=ÄóíÜÉ=
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ATTEST:

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APPROVED AS TO FORM:

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Legislation Text

6.

File #: 16-100, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Main Street Streetscape (Elm to Cleveland) Project, CIP 15-16; Approve Amendment to Consultant Services Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, amending the consultant services agreement with Associated Engineering Consultants, Inc. in the additional amount of $62,400, for a total agreement amount of $179,320; for the Main Street Streetscape (Elm to Cleveland) Project 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 Main Street Streetscape Improvement Project (Elm to Cleveland), CIP 15-16, was approved by City Council at the November 4th City Council meeting. The project was incorporated into the Capital Budget with a budget of $1,400,000 of bond proceeds issued in 2007 under the former Redevelopment Agency. During the March 17, 2015 City Council meeting, $298,419 in additional funding from Measure E was allocated to the project. This resulted in a total project budget of $1,698,419. Funding for this amendment will come from the construction contingency.

There is no impact to the General Fund.

Background

On January 6, 2015 City Council approved the consultant service agreement with Associated Engineering Consultants, Inc. for construction management and inspection services for the project. Construction services are paid for on an hourly basis for time spent working on the project. The original scope for the construction services contract included 60 days of work corresponding to the completion time identified in the construction contract.

When the City Council authorized the award of the additive alternates with the construction contract, 30 additional days were awarded to the construction contract to complete the additive work. As such, 30 additional days were also required for the construction management and inspection contract because the consultant is required to manage and inspect the entire project through completion.

The cost for the additional 30 contract days will not exceed $62,400 and staff does not anticipate that the entire amount will be required. Including this consultant amendment and all other project costs, the project is tracking to be right at, or slightly under, the approved budget.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, amending the consultant services agreement with Associated Engineering Consultants, Inc. in the additional amount of $62,400 for a total agreement amount of $179,320; for the Main Street Streetscape (Elm to Cleveland) Project 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 APPROVING AN AMENDMENT WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES

WHEREAS, Main Street Streetscape Improvement (Elm to Cleveland) Project, CIP 15-16 is fully funded by Bond Proceeds and Measure E; and

WHEREAS, the City desires to have the inspection and construction management available and performed by an experienced consultant that was selected by a qualifications based selection process; and

WHEREAS, the construction contract was extended by 30 working days resulting in a need for 30 additional days of construction management and inspection; and

WHEREAS, the City Council wishes to approve an amendment to the Agreement dated January 7, 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 consultant services amendment and authorizes and directs the City Manager to execute the amendment in the amount of $62,400.

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

7.

File #: 16-104, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015
SUBJECT: Approval to Execute Boiler and HVAC Services Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a Boiler and HVAC Services Agreement with EMCOR Services Mesa Energy Systems (EMCOR/Mesa) to perform preventative maintenance services at nine City-owned facilities in the amount of $26,163.00 per year for three years ($78,489.00 total).

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org

Council Goal

Maintain Quality of Life and Infrastructure - Ensure City facilities are adequately maintained while reducing overall costs.

Fiscal Impact

The total cost of this agreement will be $78,489.00 over the course of three years. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than $50,000 must be awarded by City Council. The City will save at least $32,296.80 a year from what it currently pays, which will be 100% General Fund savings.

Background

The City is currently under a month-to-month service agreement with Honeywell International and can terminate the agreement with a 14-day written notice. In August, Staff pursued a formal bid for boiler and HVAC services for the purposes of securing long-term pricing as well as surveying the market for industry best practices. Nine City facilities will be included in this services agreement: City Hall, Library, Municipal Services Center, Fire Stations #1, #2, #3, Police Station, Senior & Community Center, and the Water Pollution Control Facility.

Facilities Services received five responsive bids from prospective contractors, none of which were based out of Woodland. Proposals were evaluated based on the lowest bid as well as conformity to the Request for Proposal requirements. All proposals met the submittal requirements and the bid amounts were as follows:

Company	**Bid**
EMCOR/Mesa	$26,163.00
Intech Mechanical Company	$36,203.00
Trane U.S. Inc.	$47,593.00
Honeywell International	$57,625.73
Brower Mechanical Inc.	$140,548.00

EMCOR/Mesa was the lowest bidder among the proposals. The contract proposals are attached for reference. Facilities Services also sought out and received three favorable Reference Checks from EMCOR/Mesa's current customers that it has had a business relationship with for at least three years.

Discussion

EMCOR/Mesa is a licensed HVAC maintenance, service, building automation, and retrofit contracting company, headquartered in Irvine, California. EMCOR/Mesa has 12 offices made up of over 500 employees blanketing California, Nevada, and Arizona. It has 24 years of experience in the industry assisting customers in achieving optimal building energy performance, using improved maintenance, ongoing retrofit, and ongoing commissioning resulting in favorable ROI

Facilities Services will arrange the signing of the Service Agreement once Council approves the resolution. The contract period shall begin October 1st, 2015 and end September 30th, 2018. Both parties will have the option of extending the Service Agreement thereafter by mutual, written consent.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a Boiler and HVAC Services Agreement with EMCOR Services Mesa Energy Systems (EMCOR/Mesa) to perform preventative maintenance services at nine City-owned facilities in the amount of $26,163.00 per year for three years ($78,489.00 total).

Prepared by: Troy Thompson, Fleet & Facilities Manager
Reviewed by: Rob Sanders, Acting Public Works Director

Paul Navazio

Paul Navazio, City Manager

Attachments: Contract Proposals
Boiler and HVAC Services Agreement
Resolution

ATTACHMENT J

CONTRACT PROPOSAL
Proposal No. 11-15-101
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS FOR THE CITY OF WOODLAND

TO THE CITY OF WOODLAND,

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL ANNUAL AMOUNT (FROM SCHEDULE A):

TWENTY SIX THOUSAND ONE HUNDRED SIXTY THREE DOLLARS.
(Dollar Amount in Words)

$ 26,163.00
(Dollar Amount in Figures)

Proposer EMCOR Services / Mesa Energy Systems
(Company Name)

By ______________________ Date: August 28, 2015
(Signature)

Title Account Manager

State License Number and Classification: 611215 (B, C4, C10, C20 C36, C38)

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT ______________ SECRETARY ______________

(Corporate Seal)

ATTACHMENT J

CONTRACT PROPOSAL
Proposal No. 11-15-101
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF WOODLAND

TO THE CITY OF WOODLAND,

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL ANNUAL AMOUNT (FROM SCHEDULE A):

Thirty Six Thousand Two Hundred Three Dollars
(Dollar Amount in Words)

$ 36,203.00
(Dollar Amount in Figures)

Proposer Intech Mecanical Company, LLC
(Company Name)

By [signature] Date: 8/27/15.
(Signature)

Title President

State License Number and Classification: 998149 / C-4,C-10,C-36,C-34

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF ______

PRESIDENT Rick Chowdhury SECRETARY ______

(Corporate Seal)

ATTACHMENT J

CONTRACT PROPOSAL
Proposal No. 11-15-101
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF WOODLAND

TO THE CITY OF WOODLAND,

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL ANNUAL AMOUNT (FROM SCHEDULE A):

Forty Seven Thousand Five Hundred and Ninety Three Dollars
(Dollar Amount in Words)

$ 47,593
(Dollar Amount in Figures)

Proposer Trane U.S. Inc
(Company Name)

By ______________________ **Date:** 8/28/2015

(Signature)

Title Area Manager

State License Number and Classification: 561796 C20, B, C36 ,C10, C2, C38, C4, A

If a corporation, complete the following:__________

INCORPORATED UNDER LAWS OF THE STATE OF Delaware

~~PRESIDENT~~ ______________________ ~~SECRETARY~~ ______________________

(Corporate Seal)*

*(*As confirmed with the City of Woodland, we are enacting a 'Delegation of Authority' to local signing authority*)

ATTACHMENT J

CONTRACT PROPOSAL
Proposal No. 11-15-101
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF WOODLAND

TO THE CITY OF WOODLAND,

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL ANNUAL AMOUNT (FROM SCHEDULE A):

Fifty Seven Thousand, Six Hundred and Twenty Five Dollars and Seventy Three cents
(Dollar Amount in Words)

$ 57,625.73
(Dollar Amount in Figures)

Proposer Janey Kaster Honeywell TBT
(Company Name)

By Janey Kaster Date: 8-26-15
(Signature)

Title District General Manager

State License Number and Classification: 809777 B, C10, C20

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF CA

PRESIDENT______________________ SECRETARY______________________

(Corporate Seal)

ATTACHMENT J

CONTRACT PROPOSAL
Proposal No. 11-15-101
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS FOR THE CITY OF WOODLAND

TO THE CITY OF WOODLAND,

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL ANNUAL AMOUNT (FROM SCHEDULE A):

One Hundred and Forty Thousands Five Hundred Forty Eight Dollars.
(Dollar Amount in Words)

$ $140,548.00
(Dollar Amount in Figures)

Proposer Brower Mechanical Inc
(Company Name)

By [signature] Date: 8-28-2015
(Signature)

Title President

State License Number and Classification: 686451

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF California

PRESIDENT Jeff Brower SECRETARY Duane Knickerbocker

(Corporate Seal)

INVITATION
Request for Proposal No. 11-15-101

The City of Woodland is soliciting proposals from qualified firms to provide Boiler and HVAC services, supplies, and equipment on an annual basis for various City facilities.

There will be a **mandatory job walk** on Monday, August 10, 2015, at 9:00 a.m., beginning at the Municipal Service Center, 655 N Pioneer Avenue, Woodland, in the Front Conference Room. Contractors that do not attend the job walk will not be eligible to submit a price proposal. Attendants should expect the site visit to last between three to four hours.

Documents may be obtained as follows:

A. In person:
RFP documents may be obtained in person from the Public Works Department, located at 655 N Pioneer Avenue, Woodland, CA 95776.

B. To request delivery of documents:
Documents will be sent via US Mail only. Address all requests for delivery to Troy Thompson, City of Woodland, Fleet & Facilities Division, 655 N Pioneer Avenue, Woodland, CA 95776.

C. On Line:
RFP documents may be obtained from the City of Woodland website www.cityofwoodland.org > How Do I? > View > Bid Opportunities > Public Works Department Bid Opportunities

All technical questions regarding the boiler or HVAC specifications shall be in writing and are to be directed to troy.thompson@cityofwoodland.org.

All questions regarding the content or the process of the Request for Proposal shall be in writing and are to be directed to troy.thompson@cityofwoodland.org.

Sealed proposals must be received before 2:00 p.m. on Friday, August 28, 2015 at the Municipal Service Center Public Works Division, 655 N Pioneer Avenue, Woodland, CA 95776. All proposals must be delivered in a sealed envelope with the RFP number, due date/time, and the company name typed on the outside of the envelope.

Troy Thompson, Fleet and Facilities Manager   Date

REQUEST FOR PROPOSALS FOR
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF WOODLAND

I INTRODUCTION AND INSTRUCTIONS

A. INTRODUCTION

The City of Woodland (hereinafter referred to as "City") is soliciting proposals from qualified firms to provide Boiler and HVAC service on an annual basis for various City facilities.

Upon approval by the City Manager, a contract will be awarded, to be effective from the date of award through September 30, 2018.

The Agreement may be renewed at the expiration of its term, by agreement of both parties, for a period of three years, in one-year increments, at the end of each fiscal year (July 1–June 30); only after funding appropriations and program approvals have been granted by the City Council.

B. INSTRUCTIONS TO PROPOSERS

For the purpose of this RFP, the words "Proposer", "Bidder", and "Contractor" shall be used interchangeably and read to be the same. Failure to submit a mandatory requirement may result in the determination that the proposal is not eligible for further consideration.

It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein.

C. PROPOSER'S RESPONSIBILITY

The Bidder is required to carefully examine the sites of work, proposal forms, and all other contract documents for the work contemplated. The submission of a Bidder's Proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

D. DISQUALIFICATION AND/OR REJECTION OF PROPOSAL

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different name will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one proposal, as a bidder, will cause the rejection of all of the proposals submitted in which such Proposer is interested.

If there is a reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in awarding the Contract. Bidder's proposals, in which the prices are obviously unbalanced, may be rejected. If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactorily rated by a customer, his or her proposal may be rejected.

The request for references is for informational purposes only and Contractors that have not worked on Public Works projects should state, "Have Not Worked on Public Works Projects" and include other similar work.

A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid and the license expiration date is stated. Any bid not containing this information or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City [B&P 7028.15(e)].

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its proposal the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the proposal non-responsive.

Proposals may be rejected if they show any alterations of form, erasures, additions, conditions, or alternatives not requested, incompleteness or irregularities of any kind. The City retains the right to reject any and all proposals and to waive irregularities to the extent permitted by law.

E. CONFLICT OF INTEREST

Submission of the proposal certifies that no City employee, whose position in the City service enables him or her to influence any award of a contract hereunder, is employed by the Contractor or has any direct or indirect financial interest in any transaction resulting from this RFP.

F. PROPOSAL FORMAT

Responses to this RFP must follow the format specified herein. The proposal must be submitted on the forms provided. Failure to do so may render the proposal non-responsive to the specifications and will be rejected.

Although not a substitute for complete typed or written responses, additional material, such as trade documents, may be referenced in responses and may be included in a section titled "Additional Proposer Information." Unnecessarily elaborate proposals or artwork, expensive paper, or special binding are not required.

G. PROPOSAL SUBMITTAL

1. Submittals must be valid for a minimum period of 60 days from the proposal closing date.

2. Each Proposer must submit four (4) copies and one (1) original. The original must be clearly marked "ORIGINAL" and contain original signatures where required.

3. All submissions must be typewritten or written in blue or black ink. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent to the mistake. The person signing the Proposal must initial corrections.

4. If the Proposal is submitted by an individual, it shall be signed and his/her full name and address given. If it is submitted by a partnership, it shall be signed with the partnership name by one of the partners, and the names and addresses of each partner shall be given. If it is submitted by a corporation, it shall be signed by the president or a vice-president, plus the secretary or assistant secretary, attested by the corporate seal, the name of the state under the laws of which the corporation was incorporated, the names and titles of all officers of the corporation, and the corporation's address.

5. Proposals not received by the Fleet and Facilities Division by the time and date set forth in the Invitation shall be declared late and returned unopened to the Proposer. It shall be the sole responsibility of the Proposer for the timely delivery of the RFP. It may be mailed or delivered personally.

   All mail is routed through the City's internal mail system. If the proposal is mailed, please allow at least two extra working days for it to go through the City's mail system and arrive in the Fleet and Facilities Division on time.

6. Proposals shall be submitted in a sealed package that indicates the Proposer's company name, the RFP number, the date and time of the RFP closing on the outside of the envelope, and the words "SEALED RFP. DO NOT OPEN WITH REGULAR MAIL." If you choose to use UPS or FedEx, the RFP number **must** be listed on the outside carrier envelope.

7. All submissions must be received by the Fleet and Facilities Division before **2:00 p.m. on August 28, 2015**. All submissions must be directed to:

   City of Woodland
   Fleet and Facilities Division – Troy Thompson
   655 N Pioneer Avenue
   Woodland, CA 95776

H. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn prior to the closing time and date set forth in the RFP and Invitation, provided that a request in writing, executed by the Proposer or his or her duly authorized representative, is filed with the Fleet and Facilities Division prior to such time and date. The withdrawal of a proposal shall not in itself prejudice the right of a bidder to file a new proposal by the due date and time.

After the closing date and time, a proposal may not be withdrawn and will become the property of the City of Woodland.

I. INQUIRIES

Discrepancies in and omissions from the contract documents or questions as to their meaning shall, at once, be brought to the attention of the City. No oral agreement or conversation with any officers, employees, or agents of the City, either before or after execution of the contract, shall affect or modify any of the terms of obligations contained in any of the documents comprising said contract. Request for an interpretation shall be made in writing and delivered to the City at least five working days before the time set for the proposal closing date.

J. CHANGES OR ALTERNATIVES

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the attached Agreement for Routine Maintenance of Boilers and HVAC Systems. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, each Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein. Proposers shall not change any wording in this document. Any explanation or alternatives offered shall be submitted in a letter attached to the Proposer's submittal. Alternatives that do not substantially comply with the City's specifications will not be considered. Proposals offered that are subject to conditions or limitations may be rejected in the City's sole discretion.

K. ADDENDA

Any addenda issued during the time of this Request for Proposal shall be considered part of this solicitation and shall be made a part of the contract.

L. REQUIREMENTS SUBSEQUENT TO CONTRACT EXECUTION AND GENERAL TERMS AND CONDITIONS

The successful Contractor will be required to conform to the following:

1. The Contractor shall furnish all labor, materials, and equipment necessary to perform the specified work.

2. Failure of the Contractor to perform any service required by the Contract, as evidenced upon inspection by the Fleet & Facilities Manager, or his designee, shall result in the following procedural steps being taken:

    a) A telephone call shall be made to the Contractor directing that a correction of the deficiency be started within two (2) business days or as otherwise requested by the Fleet & Facilities Manager or his designee.
    b) In the event the work to rectify a performance issue is not so commenced, the City shall retain the right to either call in another service provider or perform the service using City resources and to deduct the costs for time and material charges, plus fifteen (15%) percent for overhead, from the Contractor's next regular billing.

3. Working Hours:

    All routine work specified in Part IV shall be performed during regular business hours, which varies with each facility, but is generally 8:00 a.m. to 5:00 p.m., Monday through Friday. Times for special or emergency service work shall be on the day and at the time selected by the Fleet & Facilities Manager or his designee.

4. Labor Code:

Bidders are hereby notified that pursuant to section 1770 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful bidder. Copies are on file with and available upon request from the City and are online at http://www.dir.ca.gov/dlsr/PWD/index.htm. The successful bidder shall post a copy thereof at each job site. It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any subcontractor under him, to comply with all Labor Code provisions, which include, but are not limited to the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its proposal.

5. Administrative Responsibilities:

The Fleet & Facilities Division is the Contract Administrator for the Contract. Direct contact for daily work shall be the Fleet & Facilities Manager or his designee. Requests or demands by other City employees shall be courteously listened to and referred to the Fleet & Facilities Manager or his designee for determination on how to respond.

a) No work shall be performed which is contrary to the contract level of service or frequency charts, without authorization by the Fleet & Facilities Manager or his designee.
b) The Contractor agrees that should work be performed outside the scope of the Contract, without a written amendment or authorization of the Fleet & Facilities Manager or his designee, such work shall be deemed to be gratuitous effort on the part of the Contractor and the Contractor shall have no claim against the City or this Contract for such work.

6. Extra Work and On-Call Services:

Contractors shall indicate on the price proposal page, the cost for performing emergency and extra services. The Fleet & Facilities Manager or his designee must approve all extra work and the associated costs in advance. Response time for emergency on-call services must be within four hours.

7. Reservation of Rights:

The City reserves the right to arrange for any or all items of extra service, except as provided in the Contract, to be performed by separate contract or purchase order by one or more other contractors, if it is in the best interest of the City to do so.

8. The City shall provide the following to the Contractor:

a) Electricity
b) Water

9. Level of Service:

The specifications describe the level of service required for the various facilities. All work shall be performed in a manner equal to the best quality of the trade. The Fleet & Facilities Manager, or his designee, shall be the judge as to the acceptability of all work performed. The work to be performed shall consist of the separate services listed, which by the nature of their work, differ in performance and in frequency.

II RFP EVALUATION CRITERIA

A. EVALUATION OF PROPOSALS

A City proposal review committee consisting of, but not limited to, the Fleet & Facilities Division will evaluate all proposals. The references will be checked and all documentation provided by the Proposer will be evaluated. Proposer must demonstrate in their submitted response that they have the available staff necessary to successfully provide the City with the required services. Proposer must also have experience in providing the types of goods and services requested in this RFP. Specific criteria in the evaluation process will include, but will not be limited to, the following:

1. Proposer's business approach to meet the City's needs and requirements.

2. Proposer's prior and similar experience.

3. The type and status of licenses held with the California Contractor's State License Board.

4. Proposer's valid registration with the Department of Industrial Relations.

5. Proposer's responses to questions.

6. Proposer's references.

7. Proposer's acceptance of the City's Terms and Conditions.

8. Compliance with all Prevailing Wage and Workers' Compensation requirements.

9. Proposer's City of Woodland Business License or willingness to obtain if awarded.

10. Acknowledgement of all affidavits, certifications, bonds, insurances, and compliance with all California laws pertaining to this service.

11. Completeness of proposal.

The top rated Proposers will be required to participate in an oral interview. Written notification will be sent to the top rated Proposers. Failure to appear at said interview may be grounds for rejection of proposal.

B. PRICE PROPOSAL

The City recognizes that price is only one of several criteria to be used in evaluating a product or service. Award of the contract shall be made to the lowest responsive and responsible bidder that best meets the City's specifications and needs, and represents the best value for the City. The City is not bound to accept the lowest proposed bid.
The City reserves the right to the following options:

1. The right to award in total or in part.
2. The right to reject all partial price proposals.
3. The right to reject any or all price proposals or make no award.
4. The right to issue subsequent requests for price proposals.
5. The right to waive any informality or irregularity in the price proposal process and any price proposals.
6. The right to add or delete facilities at any time during the agreement period.

C. METHOD OF AWARD

Upon approval by the City Manager, a contract will be awarded, to be effective from the date of award through September 30, 2018.

The Agreement may be renewed at the expiration of its term, by agreement of both parties, for a period of three years, in one-year increments, at the end of each fiscal year, only after funding appropriations and program approvals have been granted by the City Council of the City of Woodland. **III** **BOILER AND HVAC SERVICE REQUIREMENTS**

A. OVERVIEW

The successful Contractor shall perform the monthly, bi-monthly, quarterly, semi-annual, or annual Boiler and HVAC services listed in the specifications including, but not limited to, packaged rooftop units, split units, freezers, exhaust fans, evaporative coolers, boilers, and heat pumps. Units range in size from two (2) ton to one hundred forty (140) ton, with heat pumps, hot water VAV or DDC controls or natural gas furnaces.

Any staff assigned to perform work under this contract must have at least one year of previous experience in a like trade or be assigned to work closely with an experienced employee who has at least one year of previous experience in a like trade.

B. MINIMUM SERVICES

The specific services to be provided by the successful Contractor are described and listed herein. All materials, tools, equipment, labor, licenses, and permits required to perform said services are to be provided by the selected Contractor. Contractor will provide and perform said services in a professional manner and in keeping with the highest standards for appearance and perception of public and professional properties. Contractor acknowledges that in providing such services, they shall at all times comply with all laws and regulations affecting the Contractor, Contract Administrator, the owner, and the property.

The Contractor shall perform the necessary preventative maintenance as recommended by the manufacturer of the equipment and shall incorporate the listed checks and functions into the work schedule, as outlined in Section IV, Work Specifications, of this RFP. The Contractor shall provide a schedule of preventative maintenance visits.

The Contractor, at no cost to the City, shall provide job labor, travel labor, parts procurement labor (locating, ordering, expediting, and transporting), and travel/living expenses required to repair or remove and replace broken, worn, and/or doubtful components and/or parts.

The Contractor agrees to respond to emergencies within a maximum of four hours response time, 24 hours per day, seven days per week.

C. QUALITY CONTROL AND STANDARDS

1. Quality of Service

The intent of these specifications is that the Contractor will provide professional Boiler & HVAC maintenance services customarily provided in commercial buildings, whether such services are included in the specifications or are emergency services required by the City. The Fleet & Facilities Manager is the sole judge of said quality of service. These minimum specifications should therefore be referred to as a guide, rather than a limitation to the services required to effectively maintaining the buildings' HVAC systems. If the level of service at any time is considered to be unacceptable by the Fleet & Facilities Manager, then the Contractor will be required to rectify the unacceptable situation. Any additional cost resulting from actions taken to rectify the unacceptable situation shall be borne by the Contractor.

2. Quality Standards

The Contractor shall leave a service ticket at the site after each visit to service, inspect, or repair any system. The service ticket shall outline the maintenance performed, the parts/supplies used, and note any operational problems encountered, with recommended solutions. The City will pre-approve the format of the Contractors' proposed service ticket. Any costs associated with changes to the format of the repair ticket shall be borne by the Contractor.

The following performance standards shall be used to evaluate services:

a) Units are operating properly after service has been performed.
b) Cleanliness of area after service has been performed (i.e. tools removed, trash properly discarded, etc.)
c) Temperature controls are returned to the same settings as before service commenced, unless part of the service call involved an adjustment of the temperature.
d) All panel doors are closed and secured.
e) Service tickets are completely filled out and signed by an authorized representative of the Contract Administrator.
f) All parts and/or filters have been replaced, serviced, or cleaned as needed.

D. SERVICE REVIEW

1. Inspection

At the Fleet and Facilities Manager's discretion, quarterly inspections of the units may be required to be performed by the Contractor's Supervisor or designee and a thorough written report shall be submitted to the Fleet and Facilities Manager no later than five working days after the inspection. The Fleet and Facilities Manager or his designee will accompany the Supervisor to ensure and/or cause improvement to the Contractor's performance. The Fleet and Facilities Manager may call at any time for a random inspection. Contractor's Supervisor will be available for such inspection within 48 hours.

2. Inspection Remedy

If the services performed do not meet the specifications and requirements of the contract, the City shall have the right to require the Contractor to immediately perform the services defined in the specifications at no increase or additional cost in the total contractual amount. In the event the Contractor fails to perform the services promptly and correctly or does not take steps to ensure future performance of the service in accordance with contract specifications, the City shall have the right to either or both of the following:

a) Reduce the invoice amount to reflect the reduced value of services, or
b) Have the services performed by another Contractor in accordance with the contract and charge the original Contractor for all costs incurred by the City, plus fifteen percent (15%) for overhead.

The Fleet and Facilities Manager or his designee will notify the Contractor of failure in the performance of specified Boiler and HVAC services or the failure to correct previous failed performance issues. This notification will be in writing and will indicate the services not performed, the address of the facility, the date and time involved, and the amount to be deducted from the upcoming invoice payment.

E. WORK SCHEDULES

1. Frequency of Service and Hours of Operation

Basic Services for all areas are to be performed Monday through Friday between 8:00 a.m. and 5:00 p.m., unless otherwise directed by the Fleet and Facilities Manager or his designee.

Times for emergency or special service call-out work shall be on the day and at the time selected by the Fleet and Facilities Manager or his designee.

Upon award of the contract, the Contractor will establish a schedule with the City to conduct routine maintenance at each site that is agreeable to both parties. The City usually observes 11 holidays per year, barring any special circumstances. See Page 32 for a list of holidays.

Frequency of service and hours of operation may be changed at the discretion of the City.

F. FACILITIES AND LOCATIONS

The City reserves the right to add or delete sites at any time during the life of the contract or resulting extensions, with 30 calendar days written notice to the Contractor. Additions shall be charged at a rate similar to comparable facilities already in the contract. If there are no comparable facilities, the price shall be negotiated by the City and the Contractor. If the request for additional work begins during a billing cycle, the payment shall be pro-rated for the month in which the work commenced. Specifications are for service to the following facilities:

Building Name	Address
City Hall	300 First Street
Police Department	1000 Lincoln Avenue
Municipal Service Center (MSC)	655 N. Pioneer Avenue
Library	250 First Street
Community/Senior Center*	2001 East Street
Water Pollution Control Facility (WPCF)	42929 County Road 24
Fire Station 1	101 Court Street
Fire Station 2	1619 West Street
Fire Station 3	1550 Springlake Court

G. CONTRACTOR'S STAFF AND BACKUP STAFF REQUIREMENTS

1. Staffing levels shall be such as to accomplish the optimum level of service as set forth in these specifications.

2. Contractor must submit a list with at least two (2) emergency telephone numbers of management level supervisory personnel who will be on-call 24/7, other than the local branch office number or answering service, and who are authorized to dispatch technicians in the event of an emergency. The Contractor shall update the contact names and/or numbers as changes occur throughout the term of the Contract.

3. The Contractor may be called upon periodically to perform work not herein specified in this scope of work. Such work, when specifically authorized by the Fleet & Facilities Manager or his designee, will be classified as contract extras. Extras are to be invoiced separately from routine service and shall include appropriate backup documentation (i.e. hourly rates, list of materials, etc.).

H. STAFF DRESS CODE, IDENTIFICATION & CONDUCT

1. Dress Code

   Personnel Attire – All of Contractor's employees shall be required to wear appropriate attire that readily identifies the individual as an employee of the Contractor. Attire shall be clean, neat, and of a nature that befits the job description. The Fleet and Facilities Manager, or his designee, shall make the determination as to the appropriate attire, should this come into question.

2. Identification Badge

   Contractor's staff shall be required to wear a picture identification badge that identifies both the individual and Contractor. All badges as required by this Contract shall be approved by the Fleet & Facilities Manager, or his designee, and shall be provided by the Contractor at the Contractor's expense. Contractor accepts and understands that any employee who fails to meet this requirement may be asked to leave City property with no recourse toward compensation for time or material lost on the contract to the Contractor or to the Contractor's employee. It is expressly understood that the Contractor is responsible to ensure that all of his employees possess and carry valid photo identification at all times while performing their duties on City property.

   The identification name badge shall display the following:

   a) Employee's name
   b) Contractor's company name
   c) Current photograph of the employee (to be updated as necessary)

3. Conduct

   Contractor's employees shall be expected to afford all City employees, officials, and citizens the highest quality of courtesy in speech, action, and deed. The City, through the Fleet & Facilities Division, retains the right to demand immediate dismissal or removal from the premises of any Contractor employee considered to be in violation of the requirements of these specifications. The Contractor warrants that all persons employed by him/her have satisfactory past records indicating their ability to accept the kind of responsibilities anticipated in this type of work. No employee under the influence of alcohol or illegal drugs shall be allowed on the premises or in the buildings. The Contractor agrees to immediately remove any employee whose conduct or workmanship is unsatisfactory as determined by the Fleet and Facilities Manager or his designee.

At all times, Contractor shall maintain industry standard professionalism among his employees and shall ensure compliance with the rules and regulations included in this document.

4. Worker Activities Not Permitted By The City

Contractor's personnel shall not engage in any of the following:

a) Perform any service beyond their capabilities or training.
b) Enter secured areas or roof areas unescorted by City personnel.
c) Perform service at any City site or on any City equipment without notifying the Fleet & Facilities Manager, or his designee, of their presence at the site.

I. SAFETY

Contractor shall ensure that its contract administrators, supervisors, employees, and operation conform to all Federal, State, Municipal, Safety and Health Regulations (OSHA), and shall assume full responsibility for any violations and/or noncompliance with such regulations. Successful Contractor shall provide evidence of an inspection program to conform to Senate Bill 198, "Illness and Injury Prevention Program."

Senate Bill 198 requires that all California employers establish, implement, and maintain an Injury Prevention Program. This bill became law and enforcement began on July 1, 1991.

The following are the minimum elements of an Injury Prevention Program:

1. Identification of the person(s) responsible for the implementation of the program.

2. A system to identify and evaluate work-place hazards.

3. Methods and procedures for correcting unsafe or unhealthy conditions.

4. Occupational Health and Safety Training Programs.

5. A system of communication with employees on Occupational Health and Safety manners.

6. A system to ensure that employees comply with safe and healthful work practices.

7. Accident Investigation: a program to investigate all accidents.

8. Supervisor safety training.

Senate Bill 198 also requires Cal OSHA inspectors to verify the existence of this program. If the Contractor has an "Informal Safety Program," he will need to document the activities listed above. If he has a "Formal Safety Program," he should verify that the program covers each of the elements listed above.

J. ENVIRONMENTAL PROTECTION

1. Regulations

   Contractor agrees that wherever it is possible, materials used on the premises will be those certified as biodegradable and will return to a natural state/form within fifteen (15) days after entering the sewage system. Contractor shall abide by any and all Local, State and Federal environmental protection regulations existing or hereafter enacted during the term of the Agreement. All necessary Material Safety Data Sheets will be in English, (additional copies may be in other languages), shall be appropriately posted, and an English copy supplied to the City's Fleet & Facilities Manager.

2. Quality of Materials

   The City may require the Contractor to furnish data, and/or samples of chemicals that the Contractor is using or intends to use on the premises. The City, at its sole discretion, may prohibit use of any such chemical, and Contractor will be required to provide an alternate chemical that is acceptable to the City.

K. GENERAL REGULATIONS

1. Smoking, Alcohol, and Drugs

   a) No worker will be allowed to work under the influence of alcohol or illegal drugs. Violators will be subject to immediate dismissal.
   b) No smoking is permitted inside facilities or, if smoking outside on a break, within 20 feet of any entrance.

L. CARE OF WORK AREAS

Employees of the Contractor shall protect the City from damages from their work. City property damaged by, or as a result of, Contractor's employees shall be repaired at Contractor's expense. In the event of damage to City property, the Contractor's employee will notify their supervisor immediately and the Contractor will contact the Fleet & Facilities Manager or his designee as soon as possible, but no later than the next business day, with details of the incident.

IV WORK SPECIFICATIONS

A. REQUIRED BASIC SERVICES FOR HI-DELTA BOILERS

The Contractor shall furnish all materials, labor, and special skills required to supply, install and maintain the product(s) as set forth in these specifications and in keeping with the highest standards of quality and performance.

All plumbing repairs shall be charged on a time & material basis. The boilers serve VAV systems with pneumatic and DDC controls.

1. Once every three months:

    a. "Quick Check" and pump lubrication.

2. Once every six months:

    a. Inspect and clean heat exchanger when indicated.
    b. Check and clean all burners and orifices when needed.
    c. Check and clean pilot and igniters.
    d. Test fire boiler controls.
    e. Test fire igniter control circuit.
    f. Lubricate all pumps, including re-circulating pumps.
    g. Check relief valves and flow switch.
    h. Clean louver openings and/or replace air filter material.
    i. Check gas and air pressures.
    j. Provide written analysis of boiler condition & recommendations.
    k. Replace filters on Cuno Filtration System.

3. Once a year:

    a. Check anodes and replace if needed.
    b. Perform Nox test and provide written results.

B. REQUIRED BASIC SERVICES FOR HVAC EQUIPMENT

The scope of work consists of furnishing all materials, equipment, tools, labor and incidentals to service the HVAC equipment. The equipment currently consists of packaged units, split units, freezers, exhaust fans, evaporative coolers, and heat pumps. Units range in size from two (2) ton to one hundred (100) ton, with heat pumps, hot water VAV or DDC controls or natural gas furnaces.

1. Once a year:

a. Provide and replace all drive belts on HVAC units, air compressors, evaporative coolers, and exhaust fans. Mark size of drive belts on the equipment, to facilitate change-outs.

2. Frequency of routine service is outlined on Schedule A. Service to be performed will include, but is not limited to:

   a. Provide and replace air filters as needed, but not less than indicated on Schedule A. Change-out date shall be marked on all filters or on the AC unit.
   b. Check blowers, bearings, sheaves, bolts, compressors, and motors for any abnormalities. Add oil to compressor if needed.
   c. Lubricate all motors, bearings, and dampers. Check and adjust all belts. Replace as needed, but not less than once per year. All belts at the Public Safety Building shall be changed every six months.
   d. Check equipment for proper line voltage and amperage.
   e. Check and clean condensation drain pans and drain lines.
   f. Check electrical wiring and motor starters.
   g. Check and tighten electrical connections.
   h. Check high and low side refrigerant pressures.
   i. Check refrigerant system for proper charge and operation.
   j. Check refrigerant tubing for chafing, abnormal vibration, or broken supports.
   k. Check heat exchangers for any leaks and operating efficiency.
   l. Check contactors and relay for pitting, wear, or damage.
   m. Wash condenser coils as needed.
   n. Clean evaporator coils as needed.
   o. Check the performance of the heating system and controls, including thermostats.
   p. Check the performance of the air conditioning system and controls, including the thermostats.
   q. Check all low and line voltage controls for proper operation.
   r. Check for proper air flow.
   s. Check pump couplings for wear or damage.
   t. Check seal and pipe connections for leaks.
   u. Check system for excessive oil entrapment.
   v. Check actuators for pneumatic air leaks, broken supports, and proper operation.

C. REQUIRED BASIC SERVICES FOR EVAPORATIVE COOLERS

1. Inspect and service cooler pads. Replace as needed.

2. Inspect and service water pump & water flow delivery system.

3. Inspect and replace fan drive belt if needed.

4. Inspect and service pan for leaks and debris.

5. Inspect and lubricate pillow block bearings.

6. Check operation of air delivery system.

D. REQUIRED BASIC SERVICES FOR FREEZERS

1. Perform all preventative maintenance outlined above for HVAC systems.

2. Inspect door seals.

3. Clean evaporator.

E. UNIT SPECIFICATIONS/REPAIRS

The following chart outlines detailed information for the individual units to be maintained. Should the contractor find that any repairs are necessary, beyond what is listed in the sections above, he/she is to report such needed repairs to the Fleet & Facilities Manager, in writing, outlining what the problem is and what repairs are being recommended.

F. WARRANTIES

All parts shall possess a manufacturer's warranty to be honored by the Contractor and all labor completed shall be warranted for a minimum of 90 days. The Contractor, at no cost to the City, will replace parts that fail within the manufacturer's warranty period.

G. DESCRIPTION OF UNITS

See Schedule A

V. GENERAL PROVISIONS

A. SITE ADMINISTRATION

All Boilers and HVAC units listed in this RFP are under the supervision of the Fleet & Facilities Manager or his designee. The Contractor and his employees shall not take direction from any other City staff with regard to the repair or maintenance of these units.

B. EQUIPMENT AND SUPPLIES

All materials, tools, equipment, labor, licenses, and permits required to perform said services are to be provided by the selected Contractor.

C. CONTRACTOR'S LICENSE

Contractor shall possess a valid C-20, Heating, Ventilating and Air Conditioning, license, issued by the California State Contractor's License Board. Additional licenses held by the Contractor will be noted during the review process of the submitted proposals. Those licenses that will be considered a benefit to the City include, but are not limited to:

1. C-4 – Boiler, Hot Water Heating and Steam Fitting
2. C-7 – Low Voltage Systems
3. C-38 – Refrigeration
4. C-43 – Sheet Metal

D. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor, or any individual whose compensation for services is paid by the Contractor, an employee or agent of the City or authorizing the Contractor to create or assume any obligation or liability on behalf of the City.

Contractor represents that he is fully experienced and properly qualified to perform the class of work provided for in this contract and that he is properly licensed, equipped, organized, and financed to perform the work. Contractor shall maintain complete control over his employees and his subcontractors and shall pay all wages, salaries, and other amounts due such personnel in connection with their performance as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel. Contractor shall obtain permission from the Fleet & Facilities Manager prior to utilizing subcontractors at any City site or project.

E. DEFECTIVE MATERIAL

All defective materials or workmanship shall be repaired or otherwise made good by the Contractor, notwithstanding the fact that such material or workmanship may have been previously inspected by the City and accepted for payment. If the material or workmanship is found to be defective at any time before the final acceptance of the work, it shall be deemed rejected and the Contractor shall made good such defect, without additional compensation, in a manner satisfactory to the City. The City shall be the sole judge of determining whether any defective material or workmanship is the result of the materials and methods of the Contractor.

Rejected materials shall be immediately removed from the work site. Contractor shall promptly thereafter replace such rejected materials and shall repair and replace any contiguous work (including work of other contractors or the City) that becomes damaged in the course of the removal and replacement of the non-conforming material, all at Contractor's sole expense.

If Contractor fails or neglects to make ordered repairs of defective materials or workmanship or to remove materials from the work site within ten (10) days after receiving notice from the Fleet & Facilities Manager or his designee, the City may make the ordered repair or remove the rejected materials at the sole cost and expense of Contractor or may terminate Contractor's right to proceed under this Contract pursuant to provisions hereof.

The City reserves the right to inspect all parts or equipment that has been replaced by the Contractor, prior to said parts or equipment being removed from City property.

VI REQUIREMENTS

A. JOB WALK

There will be a **mandatory** meeting/job walk conducted prior to the closing date of this RFP. **Only** those firms who attend the job walk will be eligible to submit a price proposal. *The job walk will be the only inspection period allowed prior to the RFP closing date and time*. Contractors must examine the locations and confirm for themselves, if they desire, the condition of each unit, the physical location, and the surroundings of the proposed work, and judge for themselves the extent to which these factors will influence the performance of the contract work. The existing condition of each proposed work location is not intended, nor to be inferred, as a representation of satisfactory maintenance or performance, whether expressed or implied by the City or its employees. The Contractor shall not be relieved of liability under the Contract, nor shall the City be liable for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in the specifications and the actual condition revealed during the examination of the locations of the proposed work.

B. REQUIRED DOCUMENTATION

All Bidders' proposals shall be accompanied by cash, or by a cashier's check, certified check, or Bidder's Bond, made payable to the City of Woodland, for an amount equal to not less than ten percent (10%) of the total bid amount and no Bidder's proposal shall be considered, unless such proposal guarantee is enclosed therewith (PCC 20170-20171). If the Bidder elects to furnish a Bidder's Bond as his proposal guarantee, he shall use the City's form included herein and the attorney-in-fact for a corporate surety must be registered as such in at least one county in the State of California and file with the bond a certified and effective dated copy of the related Power of Attorney.

The successful and awarded Contractor must meet further requirements prior to the completion of the agreement and the commencement of work. Requirements will include:

1. Current City of Woodland business license.
2. Workers' Compensation insurance.
3. Comprehensive general and automobile liability insurance. (See Part VI, Section E).
4. Faithful Performance Bond at 100% of the total bid price.
5. Labor & Materials Bond at 100% of total contract amount.

C. BONDS – GENERAL REQUIREMENTS

The cost of all bonds, including premiums and incidentals shall be considered to be included in and distributed proportionately through the Contract items of work and no additional compensation will be allowed. In the event any Contract pay items are deleted, or reduced in quantity or value, no payment will be made to the Contractor for the cost of any portion of the bonds.

All bonds shall be submitted on the City's forms. Both the Bidder and the Surety shall sign each bond, with all signatures notarized and all acknowledgments attached thereto. <u>The attorney-in-fact for a corporate surety shall be registered as such in at least one county in the State of California and file with each bond an original, notarized, corporately sealed, and effective dated Power of Attorney. Certified copies of the Power of Attorney are acceptable, providing they are contemporaneously signed, notarized, and corporately sealed.</u>

The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient surety bonds for 100 percent each of the Contract price. The bonds shall be a Labor and Materials Payment Bond, which shall secure the payment of the claims of labor, mechanics, or material men for all work under the Contract pursuant to Section 3247 of the Civil Code; and a Faithful Performance Bond, which shall guarantee the faithful performance of all work.

D. RETURN OF PROPOSAL GUARANTEES

1. Except for the three lowest bids, the proposal guarantees (bid bonds) for the unsuccessful bidders will be returned after the contract is awarded by the City. Per Public Contract Code, "Upon award, the security of an unsuccessful bid shall be returned in a reasonable period of time, but in no event shall that security be held by the City beyond sixty (60) days from the time the award if made." (Public Contract Code and Ordinance No. 587).
2. The bid bonds from the three lowest bidders are returned when the Faithful Performance Bond and the Labor & Materials Bond from the awarded Contractor have been secured and approved as to form by the City Attorney; certificates of insurance have been secured and approved as to form by the City Attorney; and the contract has been fully executed.
3. The Labor & Materials Bond and Faithful Performance Bonds provided by the successful contractor are retained by the City. Copies of these bonds will be mailed to the successful contractor.

E. INSURANCE REQUIREMENTS

1. Liability Insurance

The Contractor shall maintain insurance adequate to protect him/her from claims under the Workers' Compensation Act and from claims for damages for personal injury, including death, and damage to property that may arise from operations under this contract. The successful Contractor will be required to provide certificates of such insurance and any other insurance required in this RFP. Insurance must be current throughout the duration of the contract and evidence of current status showing dates of coverage must be provided on an annual basis.

The cost of this insurance shall be included in the Price Proposal.

The Contractor shall name as additional insured, the City of Woodland, and shall furnish the City with a certificate of insurance evidencing a liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturer's and contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and contractors protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following provisions:

"Solely as respects to work done by or on behalf of the named insured for the City of Woodland, it is agreed that the City of Woodland, their officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Woodland, their officers, employees and agents; under any third party liability policy."

"It is further agreed that the other insurance provisions of the policy are amended to conform therewith".

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance hereunder shall be rated (A minus: VII – Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Bodily Injury . . .	$1,000,000.00 (each person)	$1,000,000.00 (each occurrence)	$2,000,000.00 (aggregate)
Property Damage . . .	$1,000,000.00 (each occurrence)	$2,000,000.00 (aggregate)	

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for comprehensive general liability.

Property damage insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its subcontractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Contract Agreement and any extension thereof, public liability and property damage insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000.00 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City, their officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

2. Worker's Compensation Insurance

The successful Contractor shall also furnish the City with a certificate evidencing Workers' Compensation Insurance with limits as established by the State of California.

The successful Contractor shall comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of the Contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than thirty (30) days before expiration or cancellation is effective.

F. PREVAILING WAGES

The successful Contractor shall be required to comply fully with Prevailing Wage guidelines. Contractors shall specify as part of their proposal, the current wages for all employees to be used as part of the Contract.

G. CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religions, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 14, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

VII GENERAL CONTRACT INFORMATION

A. EXECUTION OF CONTRACT

The Agreement shall be signed by the successful Bidder in duplicate counterpart and returned, together with the contract bonds and insurance certificate(s), within fourteen (14) calendar days after the date of the City's letter accompanying the agreement to the Contractor. No Contract shall be binding upon the City until it has been completely executed by the Contractor and the City.

In the event the successful Bidder to whom the contract is awarded defaults in executing the required Agreement or fails to submit the required Faithful Performance Bond, Labor and Materials Payment Bond, insurance certificate(s), or executed Agreement to the City within fourteen (14) calendar days after the date of the award of the contract, the proceeds of the Bidder's proposal guarantee accompanying the Bidder's proposal, be it cash, check, or bond, shall be forfeited to the City, subject to Section 20172 of the Public Contract Code, and his Bidder's proposal, acceptance thereof and the award of the contract may be considered null and void. If the contract is then awarded to the next responsible Bidder, the defaulted Bidder's proposal guarantee shall be used to cover the difference between the two Bidders and any surplus will be returned to the defaulted Bidder or surety (PCC 20174).

B. ASSIGNMENT

This contract may not be assigned without the prior written consent of the City.

C. CONTRACTOR INDEBTEDNESS

Indebtedness incurred by or on behalf of the Contractor for any cause in connection with this work must be paid by the Contractor. The City of Woodland (hereafter referred to collectively as the "City"), has no obligation for any indebtedness or claim other than payments under terms of the Contract, and the Contractor shall not represent that he or she has any authority to create such obligation on behalf of the City. The Contractor shall indemnify and hold harmless the City, their officers, employees and agents from any loss, demand, damages, claims, or actions arising from or in connection with said indebtedness.

D. CONFLICT OF INTEREST

Submission of a Proposal certifies that no City employee, whose position in the City service enables him or her to influence any award of a contract hereunder, is employed by the submitter or has any direct or indirect financial interest in any transaction resulting from this request for proposal.

E. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold the City, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its sub-contractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, their officers, officials, employees, volunteers, and agents.

F. TERMINATION

1. The City reserves the right to terminate the Contract for cause immediately or without cause after a 30-day written notice is delivered to the Contractor either personally, or by mail addressed as shown on the Contract Agreement.

2. In the event of such termination, the bonds required shall remain in effect for three (3) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

3. If the Contractor fails to meet the specifications of this Contract for any fifteen (15) consecutive or non-consecutive days, the City may, at its option, terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) working days after such notice is mailed. In the event the City terminates the Contract for cause, the Contractor shall perform no further service(s) under the Contract unless the notice of termination authorizes such further work.

4. This agreement may be terminated by the contractor for cause, upon written notice, not less than sixty (60) calendar days prior to the proposed termination date.

G. SUBCONTRACTING

The Contractor shall not subcontract or assign the performance of any of the services in the agreement without prior written approval of the Fleet & Facilities Manager.

Contractor shall be fully responsible to the City for acts and omissions of any of his subcontractors and their employees, as well as coordination of all work and services of same. When a portion of the work which has been subcontracted by Contractor is not performed in accordance with the RFP documents, or if a subcontractor commits any acts or omits any act which would constitute a breach of the contract, the subcontractor shall be replaced by the Contractor upon request of the City and shall not again be employed in conjunction with this contract.

Nothing contained in the contract or any subcontract awarded by the Contractor shall create any contractual relationship between any subcontractor and the City. Contractor shall have sole responsibility for promptly settling any disputes with the subcontractor.

5. INVOICES AND PAYMENT INFORMATION

1. Invoices

   Each month, between the first and tenth day of the month, the Contractor shall submit an invoice to the Fleet & Facilities Manager for the work performed during the previous month. Invoices must reference a Purchase Order number and the month for which the services are being billed. A copy of the service ticket shall be attached to each invoice, which outlines in detail what maintenance was performed and the facility at which the maintenance was performed. Correctness of invoices is incumbent upon the Contractor and is essential in order to provide payment within a timely manner.

2. Payment

   Upon approval by the Fleet & Facilities Manager, invoices will be submitted to the City’s Finance Department, Accounts Payable Division, for payment within approximately 30 calendar days.

3. Right to Withhold Payment

   The City may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect the City from loss as a result of defective work or services not remedied in accordance with provisions of the Contract documents.

I. CITY HOLIDAYS

City offices are closed for certain holidays during the year. Some holidays always fall on the same day every calendar year, while others are celebrated on days recognized as federal holidays and may fall on the weekend. Those holidays that fall on the weekend are substituted with another day. Typically, the City observes either the previous Friday or the Monday following a weekend holiday. Therefore, the calendar day that a particular holiday is observed by the City may change from year to year.

New Year's Day	January 1
Dr. Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	4th Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

VIII **AGREEMENT**

ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS FOR THE CITY OF WOODLAND

THIS AGREEMENT, made and entered into as of this _____ day of ______________, 20___, by and between the City of Woodland, hereinafter collectively called the "City", and _______________________________ hereinafter called the "Contractor".

That the City, and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS

The complete Contract includes all of the Contract Documents as set forth in full herein, to wit, the Agreement, any and all contract Change Orders issued after the execution of the Agreement, Addenda No(s). ________ issued prior to the opening of the proposals, the Request for Proposal in entirety, the Invitation Requesting Proposals, the Bidder's Proposal, the Non-Collusion Declaration, the Faithful Performance Bond, and the Labor and Materials Bond and all insurances, and the City's Terms and Conditions, all of which are essential parts of this Contract, and made a part of this Agreement.

2. SCOPE

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals to service the City's boilers and HVAC systems on a routine basis.

The City reserves the right to add or delete sites from this Agreement as the need arises.

3. CONTRACTOR'S COMPENSATION

a. The Contractor will be paid monthly for work performed satisfactorily under this Agreement. By the tenth of each month, the Contractor shall submit invoices, per site, to the Fleet & Facilities Manager, along with detailed reports of maintenance performed and hazards noted in the prior month. No payment shall be made until aforesaid reports have been submitted and approved.

b. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain work in addition to that set forth herein as Contractor's Scope of Work. Additional work may include, but is not limited to replacement of boilers, HVAC units, and/or any associated parts.

Compensation for all such Additional Work shall be calculated at a price based on the Contractor's written estimate (lump sum, time, and materials), as determined by the Fleet & Facilities Manager. The Contractor shall not perform any additional work without first obtaining express authorization from the City.

c. Notwithstanding the above requirement for prior authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City for approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the Fleet & Facilities Manager or his designee.

d. The City shall deduct from the Contractor's monthly progress payment, amounts sufficient to protect the City from loss due to:
   (1) Work required under the Agreement that is not performed, not performed to the standards set forth in the Request for Proposal, or is incomplete;
   (2) Work required under the Agreement which is not performed at or within the time(s) specified in the Request for Proposal, including but not limited to monthly and annual work schedules, or if not so specified, within seven (7) calendar days of Contractor's receiving notice to proceed from the Fleet & Facilities Manager or his designee;
   (3) Claims filed or reasonable evidence indicating probable filing of claims by laborers, material men, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

The Contractor may become liable for payment of non-performance penalties for failure to provide adequate communications; provide adequate work area safety; submit notifications or reports required by the Agreement; provide maintenance at the intervals and/or frequencies set forth therein; or perform work as directed by the City. For each of the categories set forth hereinabove, the penal sum of $100.00 per working day will be assessed for each working day the deficiencies remain uncorrected.

If non-performance penalties are to be assessed, the Contractor will be notified immediately by facsimile transmission, in writing, or by telephone.

The Contractor will not be assessed non-performance penalties for delay occasioned by the failure of the City.

5. DURATION OF AGREEMENT

a. Following approval by both parties, the Agreement will commence on ____________________, and shall terminate on August 30, 2018.

b. The Agreement may be renewed at the expiration of its term, by agreement of both parties, for a period of three years, in one-year increments, at the end of each fiscal year, only after funding appropriations and program approvals have been granted by the City Council of the City of Woodland.

c. In considering the option to extend the Agreement, as set forth in Subsection 5.b. above, the City shall determine the following:

That the Contractor's performance during the preceding twelve months has been satisfactory, and;

That any request for increase of Contractor's Compensation is based on verifiable increases in cost to the Contractor to provide services required under Contractor's Scope of Work or the current regional Consumer Price Index as published by the Bureau of Labor Statistics, whichever basis is agreed to by both parties.

6. TERMINATION OF AGREEMENT

1. The City reserves the right to terminate the Contract for cause immediately or without cause after a 30-day written notice is delivered to the Contractor either personally, or by mail addressed as shown on the Contract Agreement.

2. In the event of such termination, the bonds required shall remain in effect for the statutory period.

3. If the Contractor fails to meet the specifications of this Contract for any fifteen (15) consecutive or non-consecutive days, the City may, at its option, terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) working days after such notice is mailed. In the event the City terminates the Contract for cause, the Contractor shall perform no further service(s) under the Contract unless the notice of termination authorizes such further work.

4. This agreement may be terminated by the contractor for cause, upon written notice, not less than sixty (60) calendar days prior to the proposed termination date.

7. PREVAILING PARTY

Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees, and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this agreement. The provision is separate and several, and shall survive the merge of this provision into any judgment.

8. INDEMNIFICATION AGREEMENT & HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, defend and hold the City, their officers, officials, employees, volunteers, and agents harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its sub-contractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, their officers, officials, employees, volunteers, and agents.

9. INSURANCE

The Contractor shall maintain insurance adequate to protect him/her from claims under the Workers' Compensation Act and from claims for damages for personal injury, including death, and damage to property that may arise from operations under this contract. The Contractor will be required to provide certificates of such insurance and any other insurance required in this RFP. Insurance must be current throughout the duration of the contract and evidence of current status showing dates of coverage must be provided on an annual basis.

The Contractor shall name as additional insured, the City of Woodland, and shall furnish the City with a certificate of insurance evidencing a liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturer's and contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and contractors protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following provisions:

“Solely as respects to work done by or on behalf of the named insured for the City of Woodland, it is agreed that the City of Woodland, their officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Woodland, their officers, employees and agents; under any third party liability policy.”

“It is further agreed that the other insurance provisions of the policy are amended to conform therewith”.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance hereunder shall be rated (A minus: VII – Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City new evidence of insurance in the amounts established.
All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

Bodily Injury . . .	$1,000,000.00 (each person)	$1,000,000.00 (each occurrence)	$2,000,000.00 (aggregate)
Property Damage . . .	$1,000,000.00 (each occurrence)	$2,000,000.00 (aggregate)	

A combined single limit for Bodily Injury Liability and Property Damage Liability of $2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for comprehensive general liability.

Property damage insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its subcontractors or any person acting for the Contractor or under its control or direction.

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Contract Agreement and any extension thereof, public liability and property damage insurance coverage for owned and non-owned automotive equipment operated. Such coverage limits shall not be less than $1,000,000.00 combined single limit.

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City, the CSD, the RDA, their officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Workers' Compensation Insurance with limits as established by the State of California.

The Contractor shall comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of the Contract. The Agency, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than thirty (30) days before expiration or cancellation is effective.

10. <u>BONDS</u>

Pursuant to Section 3247 of the Civil Code, the Contractor hereby agrees to provide and maintain in full force and effect for the duration of this Agreement, two (2) good, and sufficient surety bonds, to wit:

a. A “Faithful Performance Bond” in the amount of one hundred percent (100%) of the contract price, which shall guarantee the faithful performance of all work, and;

b. A “Materials and Labor Bond” in the amount of one hundred percent (100%) of the contract price, which shall secure the payment of the claims of labor, mechanics or material men for all work performed hereunder.

Surety companies providing surety bonds hereunder shall be rated A- VII or better in the Best’s Insurance Rating Guide, and shall be legally admitted to the business of a surety provider by the State of California Department of Insurance.

11. SUBSTITUTION OF SECURITIES

Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

12. PERFORMANCE

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained.

13. ASSIGNMENT

Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. TIME OF ESSENCE

Except as otherwise specifically provided, time is of the essence of each provision of this Agreement that specifies a time within which performance is to occur. In the absence of any specified time for performance, performance shall be made within a reasonable time.

15. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City.

16. CONTRACTOR'S LICENSE

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Contractor will comply with all applicable licensing laws and regulations. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

17. CALIFORNIA LABOR CODE REQUIREMENTS

a. Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

18. NOTICES

All notices, requests, demands or other communications ("notice") under this Agreement by any party shall be in writing, shall be properly addressed as set forth below (or to such other address as any party may later designate), and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given; receipt is confirmed with the addressee by telephone if a notice is sent by telex, telecopier, facsimile or other telecommunication facility; or receipt of a notice is sent by courier or by registered or certified mail, return receipt requested, postage prepaid:

To Contractor:

[Name]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip Code]
[Name of contact person]
[Telephone number: ( ) _______]
[Fax number: ( ) _______]

With a copy to:

[Attorney for Contractor, if applicable]
[Street Address]
[Post Office Box, if applicable]
[City, State, Zip Code]
[Telephone number: ( ) _______]
[Fax number: ( ) _______]

To City:

City of Woodland
Public Works Department
Fleet & Facilities Division
655 N Pioneer Avenue
Woodland, CA 95776

Telephone number: 530-661-5956
Fax Number: 530-661-1464

With a copy to:

City of Woodland
City Attorney's Office, c/o City Managers Office
300 First Street
Woodland, CA 95695

Telephone number: 530-661-5800
Fax number: 530-661-5813

IN WITNESS WHEREOF, the City of Woodland has caused these presents to be subscribed by the City Manager and attested by the City Clerk, and the said Contractor has subscribed his name hereto as of the day and year first above written.

CITY OF WOODLAND

____
Name of Contractor

BY:________________________
City Manager

DATE:______________

BY:______________________________

TITLE:___________________________

BY:______________________________

TITLE:___________________________

ATTEST:

DATE:___________________________

____
City Clerk

LICENSE NO._____________________

CLASSIFICATION:_________________

EXPIRATION DATE:________________

FEDERAL I.D. NO.:________________

Approved as to Form this

______ day of ___________________

(CORPORATE SEAL)

____
City Attorney

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

a. In the event that the Contractor is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign and the corporate seal must be affixed thereto.

b. In the event that the Contractor is a partnership, all partners comprising the partnership must sign unless proof, in the form of a certified copy of a Certificate of Partnership acknowledging the signer to be a general partner has been submitted with the Contract Proposal, in which case a general partner may sign.

FAITHFUL PERFORMANCE BOND

Proposal No. 03/04-06
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF WOODLAND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Woodland (hereinafter referred to as "City") has awarded to ____________________, (hereinafter referred to as the "Contractor") _______________________ an agreement for ______________________________ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated ________________, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _______________, the undersigned Contractor and ____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of ___________________________ DOLLARS, ($____________), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of ______________, 20__).

(Corporate Seal)

____
Contractor/ Principal

By ______________________________

Title _____________________________

____

(Corporate Seal)

Surety

By ______________________________
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____________________________

The rate of premium on this bond is ____________ per thousand. The total amount of premium charges, $________________________________.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) ____

____

____

(Name and Address of Agent or Representative for service of process in California, if different from above) ____

____

____

(Telephone number of Surety and Agent or Representative for service of process in California ____

MATERIALS AND LABOR BOND

Proposal No. 03/04-06
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF MORENO VALLEY

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the City of Woodland (hereinafter referred to as the "City"), by action taken or a resolution passed ______________, 20____ has awarded to ________________ hereinafter designated as the "Principal," a contract for the work described as follows:

____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated __________________ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and __________________________ as Surety, are held and firmly bound unto the City in the penal sum of ______________Dollars ($___________) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the

Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of ______________, 20__.

(Corporate Seal)

____
Contractor/ Principal

By _______________________________

Title _______________________________

(Corporate Seal)

____
Surety

By _______________________________
Attorney-in-Fact

Title _______________________________

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

PART IX

PROPOSAL

DOCUMENTS

SUBMITTAL CHECKLIST – ATTACHMENT A

1. ☐ Submittal Checklist – Attachment A*
2. ☐ Contractor Information Sheet – Attachment B* (4 pages)
3. ☐ Additional Questions – Attachment C*
4. ☐ Contractor Reference Sheets – Attachment D* (5 pages)
5. ☐ Acceptance of the City of Woodland's Terms and Conditions - Attachment E*
6. ☐ Bidder's Bond – Attachment F (Pages 70-71)*
7. ☐ Non-Collusion Declaration – Attachment G (Page 72)*
8. ☐ Public Works Contractor Registration Certification – Attachment H (Page 73)*
9. ☐ Affirmation of Proposal Guarantee – Attachment I (Pages 74-75)*
10. ☐ Contract Proposal - Attachment J*
11. ☐ Acknowledge Workers' Compensation Insurance requirements (Pages 38-40)
12. ☐ Acknowledge State license requirement. (Page 23)
13. ☐ Acknowledge Prevailing Wage Laws. (Page 29)
14. ☐ Acknowledge Cal OSHA Safety Program requirements in California per Senate Bill SB198. (Pages 17-18)

14\. ☐ Acknowledge Insurance requirements. (Pages 27-29)

15\. ☐ Acknowledge Bond requirements. (Pages 26)

16\. ☐ Acknowledge Conflict of Interest Statement. (Page 31)

17\. ☐ Proposers Questions and/or Information – Attach and reference Part IX, Item 18.

*Attachments A through I provided must be completed and returned with the response. Item #17 is optional.

Items 11-16 must be checked for acknowledgement and acceptance.

CONTRACTOR INFORMATION SHEET, ATTACHMENT B, Page 1 of 4

BUSINESS PROFILE **(PRINT OR TYPE)**

1. Company Name:____

2. Company Telephone No:_______________________________________

3. Contact Person's Name: _______________________________________

4. Title: ___________________________ E-Mail: ____________________

5. Telephone No:______________________ Fax No: ___________________

6. Mailing Address:____

7. City:_____________________________ State:______ Zip: ____________

TYPE OF BUSINESS

8. Individual:_____ Partnership:______ Joint Venture: ______ Corporation: __________

   If corporation incorporated under laws of the State of: _________________________

9. Gross Annual income in dollars: $_______________ Number of Employees:_________

   c. List name and title of person authorized to sign contracts:

   Note: Corporations and Partnerships require at least two signatures.

   Name:______________________________ Phone: _____________________

   Title:____

   Signature: ____

   Name: ______________________________ Phone: _____________________

Title: ____

Signature: ____

11. Does your firm hold a business license in the City of Woodland?
(A Woodland Business License will be required of the successful Contractor.)

Yes? _______ No? ______

d. Does your firm hold a contractor's license in the State of California?

Yes? _______ No? _______ (If yes, please complete information below)

Issuing Agency: ____

Expiration Date:________________ License No: _________________________

Type(s):____

13. Number of years doing business under present business name:______________

14. List all other or former names under which your firm has operated:

____

____

15. List the names and titles of all officers of your firm: Attach a sheet if necessary. (Refer to Attachment B, #15).

____

____

16. How many years of experience does your firm have in Boiler/HVAC maintenance at this level of service?

Total Years ______________________ Public Sector ______________________

e. Have you, your firm, or any officer or partner thereof, ever failed to complete a service contract? If yes, give details including dates. (Attach sheet if necessary and refer to Attachment B, #16).

☐ Yes ☐ No

____

____

18. Has your firm ever been assessed damages or penalties for failure to perform services in a satisfactory manner or for failure to complete a contract within the scope of work specified in the Contract Documents? If yes, give details. (Attach sheet if necessary and refer to Attachment B, #18).

☐ Yes ☐ No

____

____

____

19. In what other lines of business do you, your firm, or any partner thereof, have a financial interest? If none, so state.

____

20. Describe the services/maintenance experience of the principal individual (Company or Corporate officer) in your firm by furnishing the following information: (Attach sheet if necessary and refer to Attachment B, #20)

Individual's name: _______________________________________

Present position or office held in your organization: ____________________

Years of HVAC experience: _________________________________

Level of service and type of work: ______________________________

In what capacity? ______________________________

21. Describe the experience of the individual that will be the supervisor overseeing the work on this contract by furnishing the following information: (Attach sheet if necessary and refer to Attachment B, #21)

Individual's name: ______________________________

Present position or office held in your firm: ______________________________

Years of HVAC experience: ______________________________

Level of service and type of work: ______________________________

In what capacity? ______________________________

22. Does your firm have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code, or any other laws? If yes, please explain. (Attach sheet if necessary and refer to Attachment B, #22).

☐ Yes ☐ No

____

23. Does your firm have any outstanding judgments, demands, or liens resulting from violations of the Business and Professions Code, the State Labor Code, Civil or Criminal decisions? If yes, please explain. (Attach sheet if necessary and refer to Attachment B, #23).

☐ Yes ☐ No

____

____

24. Has your firm been cited for any violations of OSHA standards and requirements within the past five (5) years? If yes, please explain.

☐ Yes ☐ No

____

____

f. Give the name and title of the person who will inspect the facilities for the proposed work during the mandatory job walk:

Name: ____

Title: ____

Full Business Name: ____

I certify that the information given in this Request for Proposal is accurate, true, and complete. It is further understood by signature, that the contents of this Request for Proposal have been fully read, understood and accepted in total, except as may be noted on any referenced attachment (Note Attachment E); and that I am a duly authorized agent for the company responding to this Request for Proposal.

____
PRINT Name Date

____
Signature

____
Title

ADDITIONAL QUESTIONS – ATTACHMENT C

Each Proposer **must** answer each of the following questions. Attach paper with answers, reference "ATTACHMENT C" on all pages, and number your responses to match the question numbers below.

1. What is the highest dollar level your firm has been bonded for in the past five years?

2. Discuss your company's staff training and development.

   a) How often do you conduct documented safety training sessions for your skilled employees and supervisors? (Part III, Section I).

   b) Do you provide ongoing technical training for your entire staff? Are your field supervisors trained in supervision and technical skills in HVAC services, as well as safety and health procedures? Briefly describe your training program in this area.

3. Briefly discuss how your company would ensure that the highest level of service is provided to the City.

4. Provide the names, titles, and resumes of <u>key</u> personnel in your firm (i.e. owner, account manager, site supervisors, etc.).

CONTRACTOR REFERENCE SHEETS – ATTACHMENT D, Page 1 of 5
REFERENCE 1

TYPE OR PRINT (in blue or black ink)

CUSTOMER: ____

ADDRESS: ____

CITY: ________________________________STATE:_____________ZIP:_____________

CONTACT PERSON: ____

PHONE: (____) ____________________ FAX: (___)____________________________

EMAIL ADDRESS: ____________________________ WEB PAGE URL: ____________

TOTAL NUMBER OF YEARS PROVIDING SERVICE TO THIS CUSTOMER: ________

DESCRIBE SCOPE OF PROGRAM, FREQUENCY OF SERVICE, TYPE OF BUILDING, NUMBER AND TYPE OF UNITS, AND COMPLEXITY OF CONTRACT. (Attach additional sheets if necessary and state "Continuation of Reference 1, Attachment D").

____

____

____

____

____

REFERENCE 2

TYPE OR PRINT (in blue or black ink)

CUSTOMER: ____

ADDRESS: ____

CITY: _______________________________STATE: ____________ZIP:____________

CONTACT PERSON: ____

PHONE: (____) ______________________ FAX: (___)___________________________

EMAIL ADDRESS: ___________________________ WEB PAGE URL: ___________

TOTAL NUMBER OF YEARS PROVIDING SERVICE TO THIS CUSTOMER: _______

DESCRIBE SCOPE OF PROGRAM, FREQUENCY OF SERVICE, TYPE OF BUILDING, NUMBER AND TYPE OF UNITS, AND COMPLEXITY OF CONTRACT. (Attach additional sheets if necessary and state "Continuation of Reference 2, Attachment D").

____

____

____

____

____

REFERENCE 3

TYPE OR PRINT (in blue or black ink)

CUSTOMER: ____

ADDRESS: ____

CITY: _______________________________STATE: ____________ZIP:____________

CONTACT PERSON: ____

PHONE: (____)______________________ FAX: (___)___________________________

EMAIL ADDRESS: ___________________________ WEB PAGE URL: ___________

TOTAL NUMBER OF YEARS PROVIDING SERVICE TO THIS CUSTOMER: _______

DESCRIBE SCOPE OF PROGRAM, FREQUENCY OF SERVICE, TYPE OF BUILDING, NUMBER AND TYPE OF UNITS, AND COMPLEXITY OF CONTRACT. (Attach additional sheets if necessary and state "Continuation of Reference 3, Attachment D").

____

____

____

____

____

____

CONTRACTOR REFERENCE SHEETS – ATTACHMENT D, Page 4 of 5
REFERENCE 4

TYPE OR PRINT (in blue or black ink)

CUSTOMER: ____

ADDRESS: ____

CITY: ______________________STATE: ________ZIP:__________

CONTACT PERSON: ______________________________________

PHONE: (___) ________________ FAX: (___)____________________

EMAIL ADDRESS: ____________________ WEB PAGE URL: __________

TOTAL NUMBER OF YEARS PROVIDING SERVICE TO THIS CUSTOMER: ______

DESCRIBE SCOPE OF PROGRAM, FREQUENCY OF SERVICE, TYPE OF BUILDING, NUMBER AND TYPE OF UNITS, AND COMPLEXITY OF CONTRACT. (Attach additional sheets if necessary and state “Continuation of Reference 4, Attachment D”).

CONTRACTOR REFERENCE SHEETS – ATTACHMENT D, Page 5 of 5

REFERENCE 5

TYPE OR PRINT (in blue or black ink) ALL

CUSTOMER: ____

ADDRESS: ____

CITY: ______________________________STATE: ____________ZIP: ___________

CONTACT PERSON: ____

PHONE: (___) _______________________ FAX: (___)________________________________

EMAIL ADDRESS: ___________________________ WEB PAGE URL: ____________

TOTAL NUMBER OF YEARS PROVIDING SERVICE TO THIS CUSTOMER: ________

DESCRIBE SCOPE OF PROGRAM, FREQUENCY OF SERVICE, TYPE OF BUILDING, NUMBER AND TYPE OF UNITS, AND COMPLEXITY OF CONTRACT. (Attach additional sheets if necessary and state "Continuation of Reference 5, Attachment D").

____

____

____

____

____

____

ACCEPTANCE OF THE CITY OF WOODLAND'S TERMS & CONDITIONS – ATTACHMENT E

Each Proposer should review the City's Terms and Conditions contained in Section L. After a careful review of these terms and conditions, each Proposer must certify one of the following:

____ 1. Proposer takes no exceptions to the City's Terms and Conditions.

____ 2. Proposer takes exception to the City's Terms and Conditions as contained in this RFP. Proposer must state the reasons for any exceptions. Any such exceptions may render your Proposal non-responsive and if so, your Proposal may not be considered.

BOND NO. ___________

BIDDER'S BOND – ATTACHMENT F

BOILER AND HVAC SYSTEM SERVICES

The makers of this bond are,___________________________________, as Principal, and__________ ____, as Surety and are held and firmly bound unto the City of Woodland, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____________, 20___, for ____ ________________(INSERT PROJECT NAME).

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if bid is rejected or, in the alternate, the Principal is awarded the Contract, signs the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect and upon default of the Principal shall be forfeited to the City, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal shall be the amount of this obligation as herein stated, as liquidated damages.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this ___ day of ________________, 20___, the name and corporate seal of each corporation.

(Corporate Seal)

____
Contractor/ Principal

By ______________________________

Title _____________________________

____

(Corporate Seal)

Surety

By ________________________________
Attorney-in-Fact

NOTE: This bond must be executed by both parties, and in the case of a corporation, with the corporate seal affixed. All signatures must be acknowledged before a notary public. (Attach acknowledgments). The attorney-in-fact for corporate surety must be registered as such in at least one county in the State of California.

NON-COLLUSION DECLARATION – ATTACHMENT G

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ____________________ of _____________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________________[date], at _________________________ [city], _________________[state].

____
(Signature)

____
(Print Name)

____
(Print Title)

____
(Date)

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION – ATTACHMENT H

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: ______________________________________

DIR Registration Number:________________________________

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder____

Signature____

Name and Title____

Dated____

AFFIRMATION OF PROPOSAL GUARANTEE – ATTACHMENT I

The undersigned also affirms that: accompanying this proposal is cash, a cashier's check, or a certified check, or a Proposal Surety Bond for $______________________, payable to the City of Woodland, which is deemed to constitute liquidated damages, if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract and furnish satisfactory bonds under the conditions and within the time specified in this proposal, otherwise said cash, cashier's check, certified check or Proposal Surety Bond is to be returned to the undersigned.

Dated ____

Signature of Proposer ____

By ____

Address of Proposer ____

____

Telephone Number of Proposer (   ) ____________________________________

Names and Addresses of Members of the Firm:

____
(If a Corporation)

Signature of Proposer ____

By ____

Title ____

Business Address ____

____

Affirmation of Proposal Guarantee (cont.)

Incorporated Under Laws of the State of ____________________________________

State License Number and Classification____________________________________

PRESIDENT ____

SECRETARY ____

TREASURER ____

(Corporate Seal)

ATTACHMENT J

CONTRACT PROPOSAL
Proposal No. 11-15-101
ROUTINE MAINTENANCE OF BOILERS AND HVAC SYSTEMS
FOR THE CITY OF WOODLAND

TO THE CITY OF WOODLAND,

The undersigned declares that he has carefully examined the location(s) of the proposed work, that he has examined the Specifications and has read the accompanying Instructions to Proposers, and hereby proposes and agrees, if this proposal is accepted, to enter into a Contract with the District for the good and faithful performance thereof, to furnish all material and do all work required to complete the said work in accordance with the Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth on the following proposal. The undersigned further declares that the representations made herein are made under penalty of perjury.

TOTAL ANNUAL AMOUNT (FROM SCHEDULE A):

____
(Dollar Amount in Words)

$____
(Dollar Amount in Figures)

Proposer______________________________________
(Company Name)

By__________________________ Date:__________________
(Signature)

Title____

State License Number and Classification:____________________

If a corporation, complete the following:

INCORPORATED UNDER LAWS OF THE STATE OF______________

PRESIDENT________________ SECRETARY________________

(Corporate Seal)

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CITY MANAGER TO EXECUTE A BOILER AND HVAC SERVICES AGREEMENT WITH EMCOR/MESA

WHEREAS, the City of Woodland wishes to enter into a three-year Boiler and HVAC Services Agreement with EMCOR Services Mesa Energy Systems (EMCOR/Mesa) in the amount of $26,163.00 per year;

WHEREAS, the City Council acknowledges that both parties may, but mutual, written consent, extend the term of this Agreement at the end of the initial term;

WHEREAS, the City Council wishes to approve the City Manager to execute the Services Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby approves the City Manager to execute a three-year Boiler and HVAC Services Agreement with EMCOR/Mesa for preventative maintenance services in the amount of $26,163.00 per year beginning October 1st, 2015.

PASSED AND ADOPTED by the City Council on this 15th day of September 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

Legislation Text

8.

File #: 16-106, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Second Reading and Adoption of Ordinance No. 1592 amending Article XIV to Chapter 23C of the Woodland Municipal Code Related to Recycled Water Service to establish incentives and encourage the use of recycled water

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1592, "An Ordinance of the City Council of the City of Woodland, California Amending Sections 23C-14-3 and 23C-14-19 of Article XIV of Chapter 23C of the Woodland Municipal Code to Establish Incentives and Encourage the Use of Recycled Water."

Staff Contact

Tim Busch. Principal Utilities Engineer, 661-5963; tim.busch@cityofwoodland.org

Fiscal Impact

There is no fiscal impact related to adoption of the proposed ordinance.

Background

At its September 1, 2015 meeting, a public hearing was held, and the City Council introduced and waived the first reading of Ordinance No. _____, an amendment to the ordinance related to recycled water service.

Discussion

The City of Woodland is interested in diversification of our water supply portfolio including promoting the use of recycled water by the City's water customers who are able to accept and use recycled water. Certain large industrial users, city landscape areas, median strips, school landscaped areas, and others currently use large volumes of potable water for industrial cooling, construction dust control, and landscape irrigation in the City and are ideally suited for recycled water use.

The City of Woodland's Water Pollution Control Facility (WPCF) currently produces Title 22 tertiary treated effluent (wastewater) which is suitable for a wide variety of uses including industrial processes, cooling, and landscape irrigation.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1592, “An Ordinance of the City Council of the City of Woodland, California Amending Sections 23C-14-3 and 23C-14-19 of Article XIV of Chapter 23C of the Woodland Municipal Code to Establish Incentives and Encourage the Use of Recycled Water.”

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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

Paul Navazio

Paul Navazio, City Manager

Attachments:

1) Proposed Ordinance Amendments to be Added to the Municipal Code Related to Recycled Water Service
2) Summary of Proposed Recycled Water Ordinance (published in local newspaper)

ORDINANCE NO. 1592

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AMENDING SECTIONS 23C-14-3 AND 23C-14-19 OF ARTICLE XIV OF CHAPTER 23C OF THE WOODLAND MUNICIPAL CODE TO ESTABLISH INCENTIVES AND ENCOURAGE THE USE OF RECYCLED WATER

WHEREAS, the City of Woodland added Article XIV of Chapter 23C to the Woodland Municipal Code related to recycled water service to help alleviate the demand on the City's limited potable water supplies; and

WHEREAS, the City of Woodland now desires to create a system of mandatory recycled water for new potable water customers within the City's Recycled Water Master Plan and to create a program for existing customers to convert to recycled water when appropriate.

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 to Section 23C-14-3.** Section 23C-14-3A. is hereby amended to read as follows:

"Sec. 23C-14-3 Area and conditions of service

A. The Engineer shall control and schedule recycled water distribution to customers. The City of Woodland will prepare a Recycled Water Master Plan and update the plan regularly. The Recycled Water Master Plan will include, but is not limited to:

1. FACILITIES: Evaluation of the location and size of present and future recycling facilities, distribution pipelines, pump stations, reservoirs, and other related facilities, including cost estimates and potential financing methods; and

2. RECYCLED WATER USE AREA: A designation, based on the criteria set forth in this ordinance, of the areas within the boundaries of the City of Woodland that can or may in the future use recycled water in lieu of potable water. Recycled water uses may include, but not be limited to the irrigation of greenbelt and agricultural areas and appropriate industrial and commercial uses. The provision of recycled water service and the use of recycled water by any customer shall be subject to all the terms and conditions of this article and the city's rules and regulations for use of recycled water."

Section 3. **Amendment to Section 23C-14-19**. Section 23C-14-19 is hereby renumbered to be Section 23C-14-20, and the following text shall be replaced in Section 23C-14-19:

"Sec. 23C-14-19 Mandatory Recycled Water Use

A. New Customers within the Recycled Water Use Area and where recycled water is available to the property or feasible to extend to the property shall be required to utilize recycled water for landscape irrigation and industrial purposes where appropriate. In the event a development application is reviewed and found to be a suitable application for use of recycled water, but recycled water is not yet available to the property, such development permit shall be conditioned to require an appropriate recycled water distribution system connection point within the project to accommodate recycled water at such time as recycled water becomes available to the site.

B. Existing Customers

1. The City of Woodland Community Development Department, in consultation with the prospective recycled water customer(s), shall implement a program of review of each parcel of property within the Recycled Water Use Area to determine which parcels would be appropriate for using recycled water for industrial processing, landscape irrigation, or other appropriate uses by the then existing customer(s).

2. Based on the Master Plan, expanding the recycled water use area, or the commencement of the design of new recycled water facilities, the City of Woodland shall make preliminary determinations as to which existing potable water customers shall be converted to the use of recycled water. Each water customer shall be notified of the basis for determining that conversion to recycled water service will be required, as well as the proposed conditions and schedule for conversion.

3. In making such determination, the City of Woodland Community Development Department, in consultation with the prospective recycled water customer(s), shall consider, but not be limited to, the following factors:
   a. Whether recycled water is or will be available to the site.
   b. Whether the uses, processes or equipment used on the site can safely and effectively be operated with recycled water.
   c. Whether it is feasible to modify on-site facilities to utilize recycled water.
   d. Whether the use of recycled water would be cost-effective, technically feasible and cost-competitive for prospective recycled water customers.

4. If a property is identified as being suitable for use of recycled water and recycled water is or will be available to the site, the potential customer

(property owner) shall be notified. The notice provided to a potential recycled water customer of the preliminary determination, including the proposed conditions and time scheduled for compliance shall be delivered or mailed to the potential recycled water customer.

5. Within thirty (30) days of such notification, the potential customer (property owner or the occupant) of the property must either:
   a. apply for the use of recycled water and commence the necessary work to convert to recycled water, or
   b. provide satisfactory evidence to the City of Woodland Community Development Department, that conversion of the site to use recycled water is not technically or economically feasible, or that conversion would be harmful to the public health, safety, or welfare or to the environment.

6. At the time of commencing the work, the property owner shall furnish the City of Woodland Community Development Department a schedule showing the time frame of when the conversion work will be completed. The City of Woodland may grant an extension of time for the preparation of studies, environmental review or other good reason.

7. Objections/appeals:

   The water customer may file a notice of objection within thirty (30) days after any notice of determination to comply is delivered or mailed to the customer, and may request reconsideration of the determination or modification of the proposed conditions or schedule for conversion.

   b. The objection must be in writing and specify the reasons for the objection.
   c. The preliminary determination shall be final if the customer does not file a timely objection.
   d. The City of Woodland staff shall review the objection and shall confirm, modify or abandon the preliminary determination.
   e. Upon issuance of a final determination by staff, the water customer may appeal the determination as follows:
      1. The customer may appeal to the Director; and if not satisfied,
      2. The customer may then appeal to the City Manager whose decision shall be final.

C. Failure to Commence Use of Recycled Water - The Director shall identify and give notice to all persons, firms, and corporations which have failed to commence the use of recycled water obligated under this Article, and determine the reasons for said persons, firms, or corporations for failing to take recycled water, after being offered the opportunity.

D. Procedures for Instituting Mandatory Service. The City of Woodland City Council may initiate proceedings to institute mandatory service to a person, firm or corporation as follows:

1. The potential recycled water customer shall be notified in writing why the Director has determined it is feasible to convert to recycled water service; initiating a 30-day period for filing protests or requesting a waiver.
2. After the 30-day protests and waivers period has expired; findings shall be made, and the Director shall request the City Council to determine whether the conditions for mandatory use exist.

E. Surcharge for Failure to Use Recycled Water - in the event the potential recycled water customer fails, neglects, or refuses to convert to the use of recycled water, such potential customer shall pay to the City of Woodland a surcharge on the amount of potable water used on the site in an amount of fifty percent (50%) of City of Woodland's highest water rate."

Section 4. **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 5. **Effective Date and Publication.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED this __________day of _______, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN

____
Tom Stallard
Mayor

82093.00006\16073041.1

ATTEST:

____
Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda
City Attorney

CITY OF WOODLAND

SUMMARY OF PROPOSED ORDINANCE AMENDING ARTICLE XIV OF CHAPTER 23C OF THE WOODLAND MUNICIPAL CODE RELATED TO RECYCLED WATER SERVICE

At a meeting of the City Council of the City of Woodland to be held on September 15, 2015 the Ordinance as described below will be considered for adoption for the following purpose:

Amend article XIV of Chapter 23 of the Woodland Municipal Code related to recycled water service, establishing incentives and encouraging the use of recycled water from the recycled water distribution system. The City of Woodland is interested in diversification of its public water supply portfolio, including promoting the use of recycled water by the City's water customers who are able to accept and use recycled water. California Water Code Section 13551 establishes a state policy to encourage the use of recycled water. Permission to use recycled water is based on the ability to adequately treat municipal wastewater. The City of Woodland's Water Pollution Control Facility (WPCF) currently produces Title 22 tertiary treated effluent (wastewater) which is suitable for a wide variety of uses including industrial processes, cooling, and landscape irrigation.

A full copy of the proposed Ordinance is on file in the office of the City Clerk, 300 First Street, Woodland, CA. Should this Ordinance be approved by City Council at the above-mentioned meeting, the Ordinance itself shall become effective 30 days following such passage.

DATED: September 10, 2015 Ana B. Gonzalez, City Clerk

Legislation Text

9.

File #: 16-119, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Second Reading and Adoption of Camping and Prohibited Activities in City Parks Ordinances

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

1. Adopt Ordinance No. 1590, amending Sections 7-2, 7-3, and 7-4 of the Municipal Code related to camping on city property and private property; and

2. Adopt Ordinance No. 1591, amending Section 15-56 of the Municipal Code related to Prohibited Activities in City Parks

Staff Contact

Anthony Cucchi, Police Lieutenant anthony.cucchi@cityofwoodland.org

Council Goal

This recommendation is consistent with the City's goal of 1) maintaining Woodland's quality of life by ensuring the highest level of public safety through the proper use of staff resources and ensuring proper enforcement of violations of City Ordinances; and 2) maintain and enhance Woodland's quality of life consistent with community expectations.

Fiscal Impact

No measurable fiscal impact.

Background

The City has an interest in maintaining its parks and other property and ensuring the general peace and welfare of its community. One of the ways it does this is by enacting ordinances regulating the use of its own property. The City's current camping ordinance prohibits overnight camping/sleeping on city property. As currently drafted, however, technical deficiencies have been raised by the District Attorney's Office and trial courts that have led the District Attorney's office to stop prosecuting violations of this particular ordinance.

The current Prohibited Activities in City Parks ordinance is not clear which activities constitute a violation. As it is clear that the parks should not be used to store personal property for any length of time; it is unclear what property is to be considered as prohibited. The ordinance needs to be specific on what activities and property are prohibited in city parks to allow for equal enforcement of the municipal code.

Discussion

Upon the advice of the City Attorney, the Department has developed the attached ordinance to establish standards and controls to reduce the incidents of camping calls responded to by the Police Department, and to define what constitutes a violation of the Camping within the City limits ordinance.

With the current city ordinance, it is only a camping violation if the officer can prove that the subject has been camping for one or more nights. Questions have arisen concerning the interpretation of "one or more nights," specifically whether this phrase means that a person must have slept for the entire night on city property and, thus, may not be cited in the middle of the night for violating the no camping ordinance. The District Attorney's office has indicated that it will not continue to prosecute this ordinance as it is drafted because of the perceived ambiguity of the words "one or more nights."

The amendments to the ordinance clarify that the no camping prohibition extends to all hours of the night and that staying overnight on public property is not required. The proposed ordinance clearly spells out what constitutes camping, what type of items constitute camping materials, and where camping is prohibited. The changes recommended to the current ordinance will allow officers to enforce violations of the camping ordinance on city property in the middle of the night rather than potentially waiting until the morning hours after someone has spent the entire night on city property.

Section 15.6 - Prohibited Activities in City Parks has been amended to address uniform and consistent enforcement of the prohibition against the storage of personal property in City parks, the use of camping and cooking equipment, and the explicit prohibition against shopping carts and similar carrying devices. Several of the currently prohibited activities are being struck to ensure that the ordinance does not single-out specific items, while permitting other items that may perform a similar function, and thus risk subjective application and enforcement.

Conclusion

Staff recommends that the City Council consider the following actions:

1. Adopt Ordinance No. 1590, amending Sections 7-2, 7-3, and 7-4 of the Municipal Code related to camping on city property and private property; and
2. Adopt Ordinance No. 1591, amending Section 15-56 of the Municipal Code related to Prohibited Activities in City Parks

Prepared by: Anthony Cucchi, Police Lieutenant

Reviewed by: Dan Bellini, Public Safety Chief

Paul Navazio

Paul Navazio, City Manager

Attachments: Ordinance - Chapter 7 Camping within the City Limits
Ordinance - Chapter 15 Miscellaneous - Offenses

ORDINANCE NO. 1590

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 7-2, 7-3, AND 7-4 OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO PROHIBITIONS ON CAMPING WITHIN CITY LIMITS

WHEREAS¸ the City of Woodland has the authority to regulate to ensure the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland currently has regulations in its Municipal Code that prohibit camping for living accommodation purposes, such as sleeping or making preparations to sleep unless such activity has been specifically permitted by appropriate City staff; and

WHEREAS, the City of Woodland encourages the use of open spaces and facilities within the City and finds that its camping prohibitions are in the best interests of the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland Municipal Code currently prohibits overnight camping, and issues have recently arisen regarding whether a person must have slept for the duration of the night for the prohibition to apply or whether a person may be cited for camping in the middle of the night; and

WHEREAS, this Ordinance is intended to clarify that a person may violate the City's camping prohibitions by setting up temporary or permanent shelter for the purpose of camping during the nighttime hours, regardless of whether a full night is actually spent at the location; and

WHEREAS, this Ordinance also clarifies that the places for which camping is prohibited include buildings and the curtilage of buildings, and this Ordinance also amends the Municipal Code to make technical, non-substantive changes.

The City Council of the City of Woodland, California, does hereby ordain as follows:

Section 1. Section 7-2 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7.2. – "Camping" defined.

For purposes of this chapter, "camping" is defined as residing on or using any city-owned public or private property at night for living accommodation purposes, such as sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping); or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material); or making any fire or using any tents; regularly cooking meals; or living in a parked vehicle.

These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person(s) is using public or private property as a living accommodation, with the intent to camp.

Section 2. Section 7-3 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7-3. – Camping on city property.

Except as may be permitted within parks by the community services director, it is unlawful to camp upon any public property owned by the city, including, without limitation, streets, easements, parks, dump sites, creek beds, electric utility substations, parking lots, corporation yards, and buildings, including the curtilage of buildings. No person shall set up upon any city property at any time during nighttime hours tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave in any such place any movable structure or special vehicle to be used for the purpose of camping, such as a house trailer, tent, automobile, or the like. It is a violation of this section to set up provisions for the purpose of camping whether or not a full night is actually spent at the location. Violation of this section shall be charged as a misdemeanor.

Section 3. Section 7-4 of the City of Woodland Municipal Code is hereby amended to read as follows:

Sec. 7-4. – Camping on private property.

Except as otherwise provided in this section, it is unlawful to camp upon private property within the city. No person shall set up upon any private property at any time during nighttime hours tents, shacks, campers or any other temporary or permanent shelter for the purpose of camping, nor shall any person leave upon any private property any movable structures or special vehicle to be used for such a purpose, such as a tent or automobile or the like. Violation of this section shall be charged as a misdemeanor.

Exceptions. This section shall not apply to persons camping upon their own land or camping with the owner of the land, or to persons camping with the written consent of the owner of the land; provided, that such written consent is in their possession at the time and is shown upon demand of any peace officer, and provided; that, all local zoning ordinances of the city and county are met and all Health Code sections of the state are complied with. This section shall not apply to persons lawfully camping within campgrounds or trailer parks specifically designated and/or approved for such use pursuant to the Zoning Ordinance of the city.

Section 4. Effective Date and Notice. This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council this 15th day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ORDINANCE NO. 1591

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 15-56 OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO PROHIBITED ACTIVITIES IN CITY PARKS

WHEREAS, the City of Woodland may regulate the use of its public space for the purposes of protecting the public's health, safety, and general welfare; and

WHEREAS, the City of Woodland currently has prohibitions in its Municipal Code that prohibit certain activities in city parks, such as prohibiting shopping carts and similar carrying devices within any city park; and

WHEREAS, the City has been reviewing its current Municipal Code provisions regarding use of city parks and has concluded that Section 15-56 of the Municipal Code is overbroad in the activities it regulates and potentially conflicts with other provisions of the Municipal Code governing camping within city limits; and

WHEREAS¸ the City Council of the City of Woodland now desires to amend the Municipal Code to provide clarity regarding prohibited activities within city parks.

The City Council of the City of Woodland does hereby ordain as follows:

Section 1. Section 15-56 of the City of Woodland Municipal Code is hereby amended to read as follows:

"Sec. 15-56. - Prohibited activities in city parks.

(a)Storage of Personal Property. No person shall store any personal belongings or property within the confines of any city park. An item shall be considered storage if it has been left unattended for a period of at least six consecutive hours.

(b) Cooking.

No person shall establish or maintain in any city park a temporary or permanent place for cooking or set up any grill, stove, or burner; provided, however, that any person may set up and use cooking equipment if he or she does so within an area of a city park designated by the city for cooking and food preparation or if he or she is participating in either a scheduled, city-sponsored event or an approved, permitted event, which event has, as part of its stated purpose, the preparation of food for human consumption."

(cd) Violations

(1) First Violation. Any person who either violates any provision of this section or any provision of Sections 15-19, 15-28, 15-29, 15-32, 15-34, 15-35, 15-54, or

15-55 within the confines of any city park shall be guilty of an infraction and fined $100.00 for the first violation.

(2) Second Violation. In the event any person commits a second violation of this section or of any provision enumerated in Section 15-56 ()(1), regardless of whether the first and second offenses involve violation of the same section, he or she shall be guilty of a misdemeanor and shall be fined two hundred dollars."

Section 2. **Effective Date and Notice.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council this 15th day of September, 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

10.

File #: 16-123, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Modifications to City Manager's Employment Agreement

Recommendation for Action: City Council approval of modifications to the City Manager's Employment Agreement as indicated.

Staff Contact

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

Background

The City Council appointed Paul Navazio as the City Manager, beginning on April 23, 2012. Mr. Navazio has served as the City Manager continuously since that date pursuant to an employment agreement. The City Manager and the City Council have negotiated various changes to the City Manager's employment agreement since Mr. Navazio's initial appointment.

The proposed modifications to Mr. Navazio's employment agreement would do the following:

1. Provide that the City Manager's duties include serving the City's interests by performing the duties of Treasurer/Auditor of the Woodland-Davis Clean Water Agency.

2. Extend the term of the Agreement until April 23, 2017, and continue to allow for automatic renewals and extensions for additional one year terms beginning on April 23, 2017.

3. Provide that beginning on July 1, 2015, the City Manager shall receive a three percent increase in his base annual salary, or $193,640, and beginning on July 1, 2016, the City Manager shall receive an increase in base annual salary of two percent, or a salary of $197,513.

4. Recognize that due to the additional duties of the City Manager in serving as the Treasurer/Auditor of the Woodland-Davis Clean Water Agency, the City Manager shall receive a ten percent monthly "add pay," which will be retroactive to November 1, 2014 (when these duties were assigned and the topic of additional compensation for these duties began to be discussed).

5. Provide that as of July 1, 2015, the City Manager pays the PERS employee share of eight percent plus an additional three percent as an offset to the CalPERS employer contribution rate, for a total contribution of eleven percent of compensation subject to CalPERS.

6. Modify the provision concerning moving expense reimbursement to provide that if the City Manager decides to relocate to the City of Woodland within 12 months of the Effective Date of the agreement, the City shall provide moving and relocation expenses.

7. Provide that the City Manager shall receive an annual bank of forty hours of administrative leave on July 1 of each year, beginning on July 1, 2015 and that the City Manager may have up to forty hours of the bank paid directly to him as his regular rate of pay if he so requests, but the City Manager may not carry over any administrative leave bank balance past June 30 of each year.

Prepared by: Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Attachment

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of Woodland, a municipal corporation (the "City") and Paul Navazio ("Employee"). It is effective on the latest date next to the signatures on the last page ("the Effective Date").

This Agreement is entered into on the basis of the following facts, among others:

A. Employee was duly appointed by the City Council as the City Manager of the City beginning April 23, 2012, and has been serving in that capacity continuously since that date.

B. The Parties entered into an Employment Agreement at that time, which was effective April 16, 2012.

C. The City Council and Employee desire to continue this employment relationship, subject to the terms and conditions set forth in this new Agreement pertaining to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE CITY AND EMPLOYEE AGREE AS FOLLOWS:

1. Employee Appointed. The City appoints and employs Employee as City Manager, and Employee continues to accept the appointment and employment effective immediately.

2. Duties of Employee. Employee shall perform the duties established for the City Manager by State law, the Woodland Municipal Code, the City Manager job description, the directions of the City Council, or as otherwise provided by law, ordinance, or regulation. By direction of the City Council in the fall of 2014, and until further notice, the City

Manager’s duties include serving the City’s interests by performing the duties of Treasurer/Auditor of the Woodland-Davis Clean Water Agency.

(a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City’s business and affairs.

(b) No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee’s duties. Further, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Woodland.

(c) Outside Activities. The City Manager shall not spend more than 8 hours per month in teaching, consulting, expert witness testimony, speaking, or other non-City connected business for which compensation is paid without express prior consent of the City Council. City Manager will take personal leave (i.e. vacation time) for all outside activities of this nature.

(d) Hours of Work. The City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager’s position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times. It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the city’s customary office hours, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the City Council.

3. (a) Term. The term of this Agreement shall be from the Effective Date through April 23, 2017, unless terminated earlier by either party in accordance with the provisions set forth in Paragraph 8 or by the event of the death or permanent disability of Employee.

(b) The Term of this Agreement shall automatically renew and extend for an additional one (1) year term beginning on April 23, 2017, and for an additional one (1) year term on each successive anniversary of that date, unless written notice not to renew and extend is given by City to Employee no later than six (6) months prior to the renewal date. If a renewal occurs under the provisions of the preceding sentence, the additional one (1) year term shall immediately be deemed part of the term of this Agreement for purposes of Section 8(d). If notice of non-renewal is given by City, the Agreement shall remain in effect for the remaining term and Employee will be expected to continue Employee's duties for the remainder of the Agreement term, unless the Agreement is terminated earlier under Paragraph 8 below. The parties expressly agree that notice of non-renewal shall not be deemed a termination triggering any severance payment whatsoever.

4. Annual Evaluation. Each year on or about the October 31st, or at a time mutually agreed upon by the City Council and Employee, the City Council shall conduct an evaluation of Employee's performance and provide guidance and direction regarding the City Council's goals and objectives which Employee shall be tasked with implementing.

5. Compensation.

(a) Salary. Employee shall receive the base annual salary of one hundred eighty-eight thousand Dollars ($188,000), payable in this Agreement on a pro-rata basis in the same manner as all full time City employees, and subject to all applicable payroll taxes and withholdings.

(i) Effective July 1, 2015, Employee shall receive an increase in base annual salary of three percent (3%) (i.e. to one hundred ninety-three thousand six hundred and forty dollars [$193,640].)

(ii) Effective July 1, 2016, Employee shall receive an increase in base annual salary of two percent (2%) (i.e. to one hundred ninety-seven thousand five hundred and thirteen dollars [$197,513].)

(iii) In addition to the base salary, in recognition of the additional duties serving the City's interests by performing Treasurer/Auditor tasks relating to the Woodland-Davis Clearn Water Agency, City Manager shall receive a ten percent monthly "add pay" differential, which shall be retroactive to November 1, 2014 when these duties were assigned and the topic of additional compensation for such duties began to be discussed.

(b) Annual Salary Adjustments. At the City Council's sole discretion, salary adjustments may be given to Employee at or around the time of the annual review and evaluation by the City Council.

(c) Deferred Compensation. Employer maintains a deferred compensation plan pursuant to Internal Revenue Code Section 457 ("the Plan"). At Employee's choice, Employer shall either: (i) contribute $300 per month to the Plan on Employee's behalf, or (ii) match Employee's contribution to the Plan up to a maximum of two percent (2%) of

Employee's base annual salary, and in either case such contributions shall be subject to the limitations and restrictions imposed by the Plan and by law.

6. Regular Benefits and Allowances. Upon commencing employment, Employer agrees to provide and pay the City allowance for vision, dental and comprehensive medical insurance for Employee and his/her dependents, if any, equal to that which is provided to all other full-time miscellaneous management employees of Employer, or in the event no such plan exists, to provide coverage for Employee and dependents. The City contribution toward health insurance shall be equal to that which is provided to all other full-time miscellaneous mid-management employees of Employer as specified in the applicable memorandum of understanding. Similarly, Employer agrees to put in force and to make required premium payments for short term and long term disability insurance coverage for Employee while this Agreement is in force. Employer shall also pay the amount due for term life insurance in an amount equal to $50,000. Employee shall have the right to choose the beneficiary on such policies.

Employer agrees to enroll Employee into the California Public Employees Retirement System ("CalPERS") and shall pay the PERS Employer share subject to this section. As of July 1, 2015, the Employee shall pay the PERS employee share of 8% plus an additional 3% as an offset to the CalPERS Employer contribution rate, for a total contribution of 11% of "PERSable" compensation. Medical insurance in retirement for Employee and dependents will be equal to that which is provided to all other full-time miscellaneous management employees of Employer, depending on hire date.

7. Additional Benefits and Allowances. In addition to the benefits specified in section 4, Employee shall receive the following additional benefits and allowances.

(a) Vacation; Sick Leave

(i) Vacation. Employee shall accrue twenty (20) vacation days per year on a pro rated basis each pay period. Upon date of hire, 80 hours of vacation leave will be credited to Employee in addition to the annual accrual. If Employee has ten (10) years of service or less, Employee may carry an unused vacation leave balance of no more than thirty-four (34) vacation days (272 hours) past January 1st of each year. If Employee has more than ten (10) years of service, Employee may carry an unused vacation leave balance of no more than forty-four (44) days (352 hours) past January 1st of each year. Each calendar year, upon request, Employee may have up to eighty (80) hours of accrued but unused vacation leave hours paid directly to him at his then-current rate of pay in lieu of time off; provided Employee has previously taken at least one (1) consecutive week of vacation time off in the same year.

(ii) Administrative Leave. Employee shall receive an annual bank of forty (40) hours of administrative leave on July 1 of each year beginning July 1, 2015. Employee may, at his request, have up to forty (40) hours of the bank paid directly to him at his regular rate of pay as of the time of his request. Employee may not carry over any administrative leave bank balance past June 30 of each year.

(iii) Sick Leave. Employee shall be allowed to use paid sick leave and be absent from work because of personal illness/injury or the illness/injury of immediate family members (as identified in California Labor Code section 233) for such time as is reasonably necessary or during otherwise unpaid medical leaves provided by law. Sick leave includes attendance at doctor's appointments or related medical activities. Employee shall accrue sick leave at the rate of one day (8 hours) per month. Upon initial date of hire, 80 hours of sick leave will be credited to Employee in addition to the annual accrual. Accrued Sick Leave is not eligible for a cash-out at any time by Employee and any remaining accrued Sick Leave at time of Employee's retirement will be governed by the rules and restrictions as detailed in the then-existing PERS contract.

(b) Automobile. No vehicle or automobile allowance will be given as part of this Agreement, except to the extent allowed by the City's Travel policy, as it may be amended.

(c) Moving Expense Reimbursement.

(i) If the Employee agrees to establish residence and relocate within the corporate boundaries of the local government within twelve (12) months of the Effective Date of this Agreement, and thereafter to maintain residence within the corporate boundaries of the local government, the City shall provide moving and relocation expenses.

(ii) Employee shall submit three (3) estimates of moving expenses obtained from separate and independent moving companies to Employer. Employer shall thereafter pay a lump sum payment in an amount equivalent to the lowest estimate submitted by Employee to reimburse Employee for expenses related to moving Employee, his family, and personal property from Davis, California to Woodland, California. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.

8. Termination of Employment.

(a) No Property Interest. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as City Manager. Employee understands and agrees that Employee works at the will and pleasure of the City Council, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to the City Manager in writing. "Termination," as used in this Agreement, shall also include 1) a request that the City Manager resign; 2) a reduction in salary or other financial benefits of the City Manager in a significant amount which is inconsistent with a reduction in salary or financial benefits for employees in the executive management unit; 3) a material reduction in the powers and authority of the City Manager (excluding placement on paid administrative leave); or 4) the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular or special meeting of the City Council.

(b) Termination Immediately Before or Following City Council Election. No action by the City Council to terminate Employee, other than for gross mismanagement or an act of moral turpitude (as described in Section 8(e)), will be made within ninety (90) days either before a City Council election or immediately following a City Council election. Nothing in this paragraph alters the "at will" status of Employee's employment with City.

(c) Notice Required Of Employee. Employee may voluntarily terminate employment at any time by giving not less than sixty (60) days notice.

(d) Severance Pay. If Employee is asked to resign or is terminated as City Manager, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's then-current monthly salary multiplied by nine (9) (or by the remaining number of months in the Agreement, whichever is less) and the cash value, as determined by the City, of Employee's monthly non-salary COBRA-eligible benefits multiplied by nine (9) (or [pursuant to Government Code section 53260] by the remaining number of months in the Agreement, whichever is less). This cash payment will be made on a pro rated, monthly basis over the number of months involved, subject to termination of the severance requirement set forth below. Employee shall also be paid for any accrued, but unused, annual leave, but not accrued sick leave. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section. Employee expressly agrees to provide notice to the City within two (2) business days of accepting employment elsewhere, and the City's obligation to pay any severance benefit to Employee shall terminate upon Employee's acceptance of such alternative employment.

(e) Ineligibility for Severance Under Certain Conditions. If the termination of Employee is the result of gross mismanagement and/or an act or acts of moral turpitude, Employee shall not be paid any severance pay except as provided in the remainder of this subsection. In such an instance, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages.

9. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

10. Payment of Expenses of Employment. The City shall pay the following usual and customary employment expenses.

(a) The cost of any fidelity or other bonds required by law for the City Manager.

(b) Subject to Section 9 of this agreement, the cost to defend and indemnify Employee to the full extent of the law as provided by the California Government Claims Act (Government Code §810 *et seq*.), or otherwise. Notwithstanding the foregoing, City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

(c) Subject to budget approval, reasonable dues for Employee's membership in professional organizations associated with the office of City Manager. The City will allow Employee reasonable time away from the City to participate in the annual conferences of these organizations.

(d) Subject to budget approval, the cost of attending conferences or other events (i.e. retirement dinners, out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. The City will not reimburse Employee for any expenses related to membership in service clubs.

11. Miscellaneous.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

(i) served personally; or

(ii) sent by facsimile (provided a hard copy is mailed within one (1) business day); or

(iii) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or

(iv) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

CITY:

City of Woodland
Attn: Mayor
300 First Street
Woodland, CA 95695
Phone: (530) 661-5800
Fax: (530) 661-5813

EMPLOYEE:

Paul Navazio
1204 Torrey Street
Davis, California 95618
Cell Phone: (530) 681-0311

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2. If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(i) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the City for such amounts paid;

(ii) if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and

(iii) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City or void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties, including the prior employment agreement effective April 16, 2012, which is specifically hereby rendered null and void. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

(d) Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by the presiding officer.

(e) Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

(f) Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

(g) Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Yolo County, California.

(i) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

(j) No Assignment. Employee may not assign this Agreement in whole or in part.

Dated: ___________________	CITY OF WOODLAND
	By ____ Mayor
Dated: ___________________	EMPLOYEE
	____ Employee

Attest:

____
City Clerk

Approved as to Form:

____
City Attorney

82093.00014\18386001.1

Legislation Text

11.

File #: 16-107, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Resolution in Support of the Yolo Conflict Resolution Center Providing Mediation and Related Services to the Woodland Community

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, in support of the Yolo Conflict Resolution Center (YCRC) providing mediation and related services to Woodland residents and authorize City departments/staff to provide referrals for service to YCRC.

Staff Contact

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

Fiscal Impact

There is no fiscal impact for providing referrals for service to YCRC. On occasion YCRC may seek to use available City meeting space for YCRC community events at no cost and this may result in minor costs for the City.

Background

YCRC was established in 2014 to replace some of the mediation services previously provided through the City of Davis and further expand such services into training, facilitation, and restorative justice programs. Davis discontinued its mediation program in 2011 because of budget constraints. YCRC provides affordable mediation, facilitation, restorative justice, and conflict resolution education services through volunteer community members in the Davis community and on a contract basis with the City of Davis, the Davis Joint Unified School District, and Yolo County. Additional information on YCRC and its services is provided in the attached "Who We Are" document.

Discussion

The City would assist YCRC's efforts in Woodland by agreeing to provide referrals for services to YCRC through the City's housing program, police department, code enforcement program, and other relevant programs and/or opportunities. YCRC has secured office/mediation meeting space in the community building at the Casa del Sol mobile home park (709 East Street) in order to provide services to the Woodland community.

YCRC charges on a sliding scale basis for its services, ensuring affordability and accessibility to all in need of its services. It has two part-time staff members and mediation services are provided by volunteer community mediators**.** Revenue of the organization is used to cover administrative costs of the organization, including such things as: printing and advertising costs, phone and website costs, legal expenses for non-profit filing requirements, bookkeeper costs, training materials, contract documents, insurance, etc. Mediation services cost $50 per party and a fee sliding scale, based on income level, is available to ensure that services are accessible to all Yolo County residents regardless of ability to pay, as compared to $100-$200 per hour for a 2-3 hour session for market rate mediation. YCRC has been applying for grants and has plans to fund raise as well. YCRC's mediation process is based on National Association for Community Mediation's Community Mediation Model that is used by most community mediation organizations throughout the state.

Conclusion

Staff recommends that the City Council approve Resolution No. **_____**, in support of the Yolo Conflict Resolution Center (YCRC) providing mediation and related services to Woodland residents and authorize City departments/staff to provide referrals for service to YCRC.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments:
1. Resolution No. **_____**
2. YCRC Who We Are Document

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SUPPORTING THE EFFORTS OF THE YOLO CONFLICT RESOLUTION CENTER TO PROVIDE SERVICES TO WOODLAND RESIDENTS

WHEREAS, the City of Woodland sees the value of community mediation and other affordable and accessible services that promote conflict resolution, restorative principles, and opportunities to provide residents with the tools and opportunity to promote peace within their own lives and community;

WHEREAS, the Yolo Conflict Resolution Center (YCRC) was established in 2014 to provide affordable mediation, facilitation, restorative justice, and conflict resolution education services and currently provides these services through volunteer community members in the Davis community and on a contract basis with the City of Davis, the Davis Joint Unified School District, and Yolo County;

WHEREAS, YCRC desires to provide its services in Woodland and has obtained office space to start serving the community and its residents.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council of the City of Woodland agrees to provide support to the YCRC in its efforts to provide affordable mediation, facilitation, restorative justice, and conflict resolution education services by authorizing referrals for services to YCRC through the City's housing program, police department, code enforcement program, and other relevant programs and/or opportunities.

2. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on this 15th day of September, 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

Yolo Conflict Resolution Center
P.O. Box 1874, Davis CA 95617
Phone (530) 302-5969

Statement of Purpose

The specific purpose of Yolo Conflict Resolution Center is to lessen the burden of government by reducing stress on the formal justice system by offering affordable mediation, facilitation, and restorative justice services; combating community deterioration and potentially reducing the incidence of crime through constructive conflict resolution; and educating the public in general about alternative dispute resolution.

Mission Statement

We are an affordable community-based center for helping people resolve conflicts by delivering mediation, facilitation, education, and restorative justice services.

Vision Statement

We envision a future in which communities and individuals view conflict as an opportunity for growth and transformation, access and develop their inherent capacity for constructive dialogue, and effectively resolve issues and conflicts using creative, peaceful, and respectful means.

Values

- Peace
- Respect
- Empowerment
- Personal Transformation
- Relational Transformation
- Inclusiveness
- Accessibility
- Diversity
- Volunteerism
- Collaboration
- Lifelong Learning and Growth
- Celebration
- Safety
- Caring

Board of Directors

- Orit Kalman, President
- Elvia Garcia, Secretary
- Richard Casias, Treasurer

Founders

- Beckie Challender
- Cathy Tkach
- Danielle Foster
- Diane Clarke
- Elvia Garcia
- Janet Regnell
- Jeannette Lejardi
- Jonathan Corbett
- Orit Kalman
- Robb Davis
- Richard Casias

Programs/Services Description

Volunteer Management

The volunteer management program provides means for developing, managing, and nurturing the volunteer community of YCRC. YCRC volunteers help with providing YCRC's programs to the community and are the most critical resource of the organization. Volunteer management activities include:

- Volunteer recruitment: In recruiting volunteers, YCRC will attempt to identify a group of volunteers that is representative of our community (rural/small cities/university affiliated/demographics).
- Volunteer training: Identify training needs to of the volunteers.
- Volunteer ongoing evaluation: Volunteer ongoing evaluation is needed for quality control and to identify gaps or needs.
- Volunteer engagement: The purpose of volunteer engagement activities is to ensure that volunteers have opportunities to improve their skills, engage with other volunteers, and be part of the YCRC community.

Marketing and Outreach

Marketing and outreach activities help YCRC connect with partners and the community at large. Opportunities are sought to identify potential clients for services and referrals. Partners may include:

- Police Department
- Municipalities and County
- District Attorney Office
- University of California, Davis (Housing, Student Judicial Affairs, School of Law, clubs)
- City Commissions (Social Services, Human Relations)
- Other nonprofit organizations
- Service clubs (rotary, girl & boy scouts, Kiwanis, Soroptomist/Venture, Odd Fellows)
- Chambers of Commerce
- Interfaith community
- School Districts

Training

The training program supports YCRC volunteers. Specific training programs will be developed and provided to ensure that volunteers have process knowledge and skills needed. Training programs may include:

- Intake and case development practices.
- 40 hours mediation training to meet professional/industry standard.

- Service specific training.
- Same Page training- refresher training course to current mediators.
- Neighborhood Court panelist/facilitator training.

Fundraising

Fundraising activities support the economic viability of the organization. Fundraising opportunities may include:

- Direct giving
- Organizing fundraising events
- Grant writing
- Identifying partners for services through contract agreements

Restorative Justice Programs

Restorative Justice programs provide means for community building based on conflict resolution principles and practices. For a program to be considered restorative the following questions should be considered:

- Does the program address the harms, needs and causes?
- Are all the necessary stakeholders involved?
- Does the program encourage self-responsibility?
- Are there opportunities for dialogue and participatory decision-making?
- Is the process respectful to all parties?

Community Mediation Program

YCRC provide a community mediation process as defined by the National Association for Community Mediation which is "a process of dispute resolution in which one or more impartial third parties intervenes in a conflict with the consent of the disputants and assists them in negotiating a consensual, informal agreement". Volunteer mediators provide a neutral place for people involved in a conflict to talk freely and openly. The decision-making authority rests with the parties themselves. Through the mediation process, individuals learn how to improve their conflict resolution and communication skills so that the next time they encounter a problem, they can solve it on their own. A successful mediation process can help parties improve communication and relationships; define issues and concerns; build mutual understanding, generate options for resolving problems, reduce the time and costs associated with resolving disputes.

Legislation Text

12.

File #: 16-113, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015
SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action: Staff recommends that the City Council appoint a new Nominating Committee at the October 6, 2015 regular City Council meeting for the 2016 Community Service Awards.

Staff Contact

Jennifer Robinson, Secretary to the City Manager - (530) 661-5800, jennifer.robinson@cityofwoodland.org

Fiscal Impact

The resources necessary to support the recognition of community members for outstanding service to Woodland were included in the FY 2016 General Fund budget.

Background

It's time to begin the process leading up to the presentation of the 2016 Community Service Awards in late February. The first step is to form the Nominating Committee.

The Community Service Award, which was first presented in 1983 and annually since 1986, is the City Council's opportunity to recognize individuals with long standing service to the community in terms of:

- Community leadership
- Demonstrated, selfless service to the community
- Dependability in completing assignments/projects
- Interest in varied activities

The Council appoints a Nominating Committee that meets and makes its recommendations to the City Council. The Council acts on the recommendations and the Awards are presented at a dinner event to be held on Wednesday, February 17 at 6:00p.m.

Discussion

In order to proceed with the planning for the Mayor's Community Service Awards event a new Nominating Committee must be appointed. Appointment of the Nominating Committee during the regular meeting of October 6 will allow staff to provide the support necessary for the Committee to complete its work in a timely manner. Mayor Stallard would be one member of the Nominating Committee and each of the remaining four Council Members would appoint one member. Council appointees to the Nominating Committee can be

Council member's previous appointee or a new individual. The Mayor will also ask two past recipients to participate to bring the total membership of the Nominating Committee to seven (7) people.

Council members are requested to personally contact your appointee prior to October 6th to determine if they would be willing to participate.

The City will again invite the public to submit names of people the Nominating Committee should consider for the Community Service Award.

Conclusion

Staff recommends that the City Council appoint a new Nominating Committee at the October 6 regular City Council meeting for the 2016 Community Service Awards.

Prepared by: Jennifer Robinson, Secretary to the City Manager

Paul Navazio

Paul Navazio, City Manager

City of Woodland

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

13.

File #: 16-112, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Increase the Fiscal Year 2015/16 Energy Projects Budget Appropriation by $985,000

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an adjustment of $985,000 to the FY 2015/16 appropriation for energy project expenses in Fund 365. This is an accounting adjustment only and does not represent any new City expenses.

Staff Contact

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

Fiscal Impact

The additional appropriation of $985,000 represents funds that Hanwha Q Cells will pay the City in FY 2015/16, which the City will then use to pay for the energy program services provided by TerraVerde Renewable Partners (TerraVerde) ($950,000) and to reimburse the General Fund for BBK's legal assistance on the solar project ($35,000). These transactions will result in a net $35,000 increase in revenues to the General Fund.

Discussion

Hanwha Q Cells is required to pay the City $985,000 for fixed costs associated with the City's solar project as specified in Section 5.G of the December 16, 2014 *Solar Power Purchase Agreement by and between Hanwha Q Cells USA Corp. and City of Woodland*. Of this amount, $35,000 is intended to reimburse the City for BBK's solar project legal expenses incurred in FY 2014/15 and FY 2015/16, and $950,000 will cover the fees the City is to pay TerraVerde in FY 2015/16 for solar project development and management services in accordance with the July 2, 2013 *Exclusive Engagement Agreement* between the City and TerraVerde as amended on January 15, 2014.

The City Council approved the reimbursement for the City's legal costs and the flow-through of funds from Hanwha Q Cells to TerraVerde as part of the agreements with Hanwha Q Cells and TerraVerde; however, these transactions were not incorporated into the FY 2015/16 budget. Adjustments to the FY 2015/16 budget for

Fund 365 are needed to appropriately account for the additional $985,000 in revenues and $985,000 in expenditures. Council authorization is required for the additional budget appropriation, which would increase the FY 2015/16 budget appropriation for Fund 365 from $167,441 to $1,152,441.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an adjustment of $985,000 to the FY 2015/16 appropriation for energy project expenses in Fund 365.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Rob Sanders, Deputy Public Works Director

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNTIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FUND 365 BUDGET FOR FISCAL YEAR 2015/16 FOR APPROVED ENERGY PROJECT EXPENDITURES

WHEREAS, Hanwha Q Cells is required to pay the City $985,000 for fixed costs associated with the City's solar project as specified in Section 5.G of the December 16, 2014 *Solar Power Purchase Agreement by and between Hanwha Q Cells USA Corp. and City of Woodland*; and

WHEREAS, staff has determined that these payments will occur in FY 2015/16 and will be credited to Fund 365; and

WHEREAS, $35,000 of this amount will be used to reimburse the General Fund for BBK's legal expenses for the solar project incurred during FY 2014/15 and FY 2015/16, and $950,000 will be paid to TerraVerde Renewable Partners (TerraVerde) in FY 2015/16 for solar project development and management services in accordance with the July 2, 2013 *Exclusive Engagement Agreement* between the City and TerraVerde as amended on January 15, 2014; and

WHEREAS, the FY 2015/16 budget must be adjusted to appropriately account for these transactions; and

WHEREAS, Council approval is required to adjust the FY 2015/16 budget appropriation for Fund 365 by $985,000, from $167,441 to $1,152,441.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2015/16 Fund 365 appropriation shall be increased by $985,000.

PASSED AND ADOPTED by the City Council this 15th day of September 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

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

14.

File #: 16-114, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: League of California Cities 2015 Annual Conference - Resolutions for Consideration

Recommendation for Action: Informational report on slate of resolutions to be considered by member cities at the annual business meeting of the League of California Cities, to be held on October 2, 2015.

Staff Contact

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

Background

The League of California Cities holds its formal business meeting each year in conjunction with its Annual Conference. At this meeting, League member cities are typically asked to consider formal resolutions brought forward for consideration by either the League's nominating committee and/or individual member cities. Specific criteria are set to submit these resolutions for consideration, such as only issues having a direct bearing to municipal affairs, the issue is not just for local or regional concern, policy should not restate existing policy of the League and should achieve one of the following objectives: 1) public or media attention on an issue of major importance, 2) establish new policy direction, 3) consider important issues or 4) amend League Bylaws.

Earlier this year, the City Council appointed Mayor Pro Tem Bill Marble as the voting delegate for the City of Woodland. This year, four resolutions have been introduced for consideration by the voting delegates at the Annual Conference.

Resolution No.1 - League Bylaws Amendments regarding Succession of League Offices to Fill Vacancies. This resolution is seeking to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. It would allow the League bylaws to be amended, allowing the Immediate Past President to fill an unexpected vacancy in the office of President for the remainder of the vacating President's term. Changes to League bylaws would require a 2/3 vote of the General Assembly.

Resolution No.2 - Resolution Calling for Legislation to preserve therapeutic environments for group homes and avoid impact of overconcentration of alcohol and drug abuse recover and treatment facilities in Residential Neighborhoods. This resolution is calling for the Governor and Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations or public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between non-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Resolution No.3 - Resolution Supporting SB 593 (McGuire) and continued local flexibility for cities as they address neighborhood and fiscal impacts of temporary rentals of residential units. This resolution is seeking to highlight and increase support for SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms and apartments for tourists and transient use. The League is currently in support of this legislation.

Resolution No.4 - Resolution calling upon the Governor and Legislature to work with the league to enact legislation or otherwise compel Southern California Edison to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances. This resolution calls upon the Governor and Legislature to work with the League to enact legislation or otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

Per League rules of procedure, the applicable League Policy Committee(s) will convene to consider the resolutions, with their report and recommendations then being forwarded to the General Resolutions Committee. The recommendations of each of the committees will be presented to the League's Voting Delegates prior to a vote.

Conclusion

This is an informational report. The City Council has previously authorized Mayor Pro Tem Bill Marble, to act as the city's voting delegate, and to represent the city's position on the four resolutions being considered by the League of California Cities at the Annual Conference to be held on September 30 - October 2, 2015.

Prepared by: Ana Gonzalez
City Clerk

Paul Navazio, City Manager

File #: 16-115, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Woodland Visitor Attraction District 2x2 Subcommittee Membership

Recommendation for Action: It is recommended that the City Council appoint Council Member Sean Denny to the Woodland Visitor Attraction District 2x2 replacing Mayor Stallard.

Staff Contact

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

Background

The City of Woodland established the Woodland Visitor Attraction District per Ordinance 1404 on September 7, 2004. Since that time, the City of Woodland has annually gone through the process to renew the Woodland Visitor Attraction District (BID). During the renewal process for FY 2013/14, Council requested that staff develop an Administrative Agreement that outlines the goals and responsibilities of the Yolo County Visitor's Bureau. The Administrative Agreement was adopted by Resolution No. 6186 on October 15, 2013.

An important component to promoting Woodland was the establishment of the Woodland Visitor Attraction District 2x2 Subcommittee providing an opportunity for the Woodland City Council and the Yolo County Visitors Bureau and staff to improve collaboration and further develop promotional opportunities for Woodland to visitors of all types.

At the November 19, 2013 Council meeting, Council adopted Resolution No. 6190, establishing the Woodland Visitor Attraction District 2x2 Subcommittee. At that time, Council approved the appointment of Vice Mayor Stallard and Council Member Hilliard to serve as the City Council representatives.

Discussion

The proposed Woodland Visitor Attraction District 2x2 Subcommittee is comprised of one City Council Economic Development Subcommittee member and one City Council Downtown Business Development Subcommittee member. The subcommittee meets quarterly with Yolo County Visitor Bureau representatives to discuss the promotion of Woodland sports and tourism programs, and local events. The quarterly meetings are an opportunity to discuss the overall budget and Woodland specific marketing and strategies to increase the city's Transient Occupancy Tax and 1% assessment for the promotion of the Woodland Visitor Attraction

District by the Yolo County Visitor's Bureau (YCVB).
This agenda item is being brought to the Council at the request of Mayor Stallard who is recommending that Councilmember Sean Denny be appointed to the Visitor's Attraction District 2x2 Subcommittee in his stead. Councilmember Hilliard will remain a member of the Subcommittee.

Conclusion

Staff recommends that the City Council appoint Council Member Sean Denny to the Woodland Visitor Attraction District 2x2 replacing Mayor Stallard.

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Legislation Text

16.

File #: 16-117, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Investment Policy Update

Recommendation for Action: Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

Staff Contact

Kim McKinney, Finance Officer - (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

No fiscal impact resulting from adoption of the policy.

Background

The investment policy serves as the foundation of a local agency's investment goals and priorities. The investment policies and practices of the City of Woodland are based on state law and prudent money management. All funds are invested in accordance with Article 2 of Chapter 4 of the California Government Code. The investment policy is in compliance with the provisions of the California Government Code, Sections 53600 through 53659, the authority governing investments for municipal governments. Within this code, any changes to a municipal investment policy must be adopted by the City Council.

Discussion

The City's investment policy has been modeled after the legal requirements for municipal investments outlined in California Government Code, Sections 53600 through 53659, which are amended from time to time.

As noted in the most recent quarterly investment report to Council, staff has been working with an investment firm to develop and implement and investment strategy with the objective of increasing yield and generating additional investment earnings while continuing to ensure the primary goal of the City's portfolio of providing safety and liquidity is preserved.

While reviewing investment options, it was noted that our current investment policy is more restrictive than the government code with respect to minimum credit rating requirements for Medium Term Corporate Notes. The current policy requires a minimum credit rating of AA or better, while government code requires a rating of A

or better.
Staff researched the investment policies of other local agencies to determine if minimum credit rating consistent with government code was standard. Based upon that investigation, it was noted that the preponderance of local agency investment policies only one other agency besides the City of Woodland requires the AA rating.

Additionally, keeping the current rating requirement significantly limits the opportunities available to the City for available investments in these types of securities. Under the City's current investment plan, the City does not invest a significant amount of money in any one particular company and maintains an appropriate diversification of the portfolio to manage various risks that occur with investments, including credit risk.

Conclusion

Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachments: Proposed Investment Policy

CITY OF WOODLAND
INVESTMENT POLICY

POLICY: It is the policy of the City of Woodland to maximize the productive use of assets entrusted to its care and to invest and manage those public funds wisely and circumspectly. The surplus funds shall be invested in accordance with the provisions of Article 1 and 2 of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code (53600-53997). Unless otherwise noted, all section references are to the California Government Code.

SCOPE: This investment policy applies to the City of Woodland's Surplus Funds, as defined by Section 536-1. Surplus Funds means those funds which are not required for the City of Woodland's immediate necessities as defined in Section 53601.

BACKGROUND & ANALYSIS:

1.0 **PURPOSE**: The Investment Policy is designed to provide guidelines for the prudent investment of the City's surplus funds.

2.0 **GOAL**: The goal of the Investment Policy is to enhance the economic status of the City while prudently protecting its pooled cash and also complying with this investment policy and California Government Code Sections 53600 through 53659, which governs investments for municipal governments. Although pursuit of interest earnings on investment is an appropriate City goal, the primary consideration is preservation of capital resources. Thus, the City's yield objective is to achieve a reasonable rate of return rather than the maximum generation of income that might expose the City to unacceptable levels of risk.

3.0 **OBJECTIVE**: The City shall attempt to invest funds to the fullest extent possible and at the highest possible yield while satisfying the criteria for investment selection outlined below.

4.0 **INVESTMENT POLICY**:
The City has the fiduciary responsibility to maximize the productive use of assets entrusted to its care and to invest and manage those public funds wisely and circumspectly. In determining individual investment placements, the following factors shall be considered in priority order: safety, liquidity, and yield.

4.1 **SAFETY**:
Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk as summarized below.

4.1.1 **CREDIT RISK** – This is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

4.1.1.1 Limiting investment to the safest types of securities;

4.1.1.2 Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the City will do business;

4.1.1.3 Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

4.1.2 **INTEREST RATE RISK** – This is the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates. Interest rate risk may be mitigated by:

4.1.2.1 Structuring the investment portfolio such that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity;

4.1.2.2 Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

4.2 **LIQUIDITY:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with the cash needs to meet anticipated demands. A portion of the portfolio should be placed in local government investment pools (such as LAIF), which offer same-day liquidity for short-term funds.

4.3 **YIELD:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk of constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall not be sold prior to maturity with the following exceptions:

4.3.1 A declining credit security, which could be sold early to minimize loss of principal;

4.3.2 A security swap, which would improve the quality, yield, or target duration of the portfolio;

4.3.3 A capital gain that would be realized to better position the overall portfolio to achieve investment policy goals.

5.0 **STANDARDS**:

5.1 **RESPONSIBILITY**:

The City Treasurer (as well as other City employees delegated by her) acting in accordance with written procedures and this investment policy and excising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely basis and the liquidity and the purchase of securities are carried out in accordance with the terms of this policy. The City Treasurer and her staff shall recognize that the investment portfolio is subject to public review and evaluation.

5.1.1 Cash Review – the Treasurer or her delegate will review the cash balances and the investment portfolio daily, or as needed; items reviewed should include: bank account balances, maturing investments, debt service and other large periodic cash disbursements.

5.2 **PRUDENT INVESTOR STANDARD**: The City Treasurer and such employees as she may direct to make investments (see Section 5.4) are subject to the prudent investor standard set out under Section 53600.3. The City Treasurer or her delegate, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments, as defined in Section 53600.3.1.

5.3 **GOVERNMENT CODE**:
Government Code Sections 16481.2, 53601, 53635, and 53646 of the State of California regulate the investment policies of jurisdictions within the State. The City of Woodland will adhere to these provisions in developing and implementing the City's investment policies and practices.

5.4 **ETHICS AND CONFLICT OF INTEREST**:
Officers and employees involved in the investment process shall not engage in any activity that would conflict with the proper execution of this investment policy, create the appearance of such a conflict, or would impair the City Treasurer's ability to make impartial investment decisions.

5.5 **DELEGATION OF AUTHORITY**:
Authority to manage the investment program is granted to the City Treasurer. Under the oversight of the City Treasurer, responsibility of the operation of the investment program may be delegated to other staff who shall act in accordance with established written procedures and internal controls consistent with the investment policy.

5.6 **INTERNAL CONTROL**:
The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

5.6.1 Control of collusion
5.6.2 Separation of transaction authority from accounting and record keeping
5.6.3 Custodial safekeeping
5.6.4 Clear delegation of authority to subordinate staff members
5.6.5 Written confirmation of transactions for investments and wire transfers including settlement dates, amount of transaction, safekeeping account number and CUSIP number if applicable.
5.6.6 Development of a wire transfer agreement with the lead bank and third-party custodian.

6.0. **SCOPE:**

This investment policy shall apply to all financial assets of the City of Woodland, including, but not limited to:

- 6.1 General Fund
- 6.2 Special Revenue Funds
- 6.3 Capital Projects Funds
- 6.4 Debt Service Funds
- 6.5 Enterprise Funds
- 6.6 Internal Service Funds
- 6.7 Trust and Agency Funds
- 6.8 Redevelopment Funds
- 6.9 Public Financing Authority Funds

7.0 **SAFEKEEPING AND CUSTODY**:

7.1 **SELECTION OF ELIGIBLE FINANCIAL INSTITUTIONS:**

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- 7.1.1 Audited financial statement (annually)
- 7.1.2 Proof of National Association of Securities Dealers (NASD) certification
- 7.1.3 Proof of state registration
- 7.1.4 Certification of having read, understood and agreed to comply with the City's investment policy. These documents shall be provided annually as appropriate. In selecting financial institutions for deposit or investment of funds, the authorized Investment Officers shall consider the credit-worthiness of the institution.

7.2 **BROKER/DEALERS**:

- 7.2.1 Investments must be purchased directly from the issuer, from an institution licensed by the State as a broker/dealer, from a member of a federally regulated securities exchange, or from a brokerage firm designed as a primary government dealer by the Federal Reserve Bank.
- 7.2.2 The City Treasurer will maintain a file of broker/dealers with which the City is currently doing business, which will include (at minimum) the firm name, contact person, telephone number, fax number, e-mail address, and annual audited financial statements (as applicable).

7.3 **DELIVERY VS. PAYMENT**:

All trades, where applicable, will be executed by delivery vs. payment to ensure that securities are deposited prior to the release of funds. To protect against potential losses by collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third party bank trust department acting as agent for the City under terms of a custody agreement executed between the bank and the City.

7.4 **COLLATERALIZATION**:

Collateral is required for investments in non-negotiable certificates of deposit. In order to reduce market risk, the collateral level shall be at least 110% of market value of principal and interest and marked to market weekly. Securities acceptable as collateral shall be the direct obligations of, or are fully guaranteed as to principal and interest, by the United States or any agency of the United States.

8.0 **AUTHORIZED INVESTMENTS**:

Investment of City funds is governed by the California Government Code Sections 53600 et seq. Within the context of such limitations, the following investments are authorized:

8.1 **UNITED STATES TREASURY BILLS, BONDS, AND NOTES** or those for which the full faith and credit of the United States are pledged for payment of principal and interest.

8.2 **STATE OF CALIFORNIA OBLIGATIONS-**including bonds payable solely out of the revenues from a revenue-producing property operated by the State of California or by a department, board, agency, or authority of the state.

8.3 **FEDERAL AGENCY OBLIGATIONS** – enterprise obligations, participations or other instruments including those issued or fully guaranteed as to principal and interest by the Federal Government agencies; (e.g. Government National Mortgage Association (GNMA), the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation (FHLMC)).

8.4 **NEGOTIABLE CERTIFICATES OF DEPOSIT** –issued by nationally or state chartered banks, state or federal savings institutions (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the cost value of the portfolio.

8.5 **LOCAL AGENCY INVESTMENT FUND (LAIF)** – As authorized in Government Code Section 16429.1, local agencies may invest in the Local Agency Investment Fund, a money market fund, which allows local agencies to pool their investment resources. Current policies of LAIF set minimum and maximum amounts of monies that may be invested as well as maximum numbers of transactions that are allowed per month.

8.6 **CA LOCAL AGENCY OBLIGATIONS** – bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property, owned controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency.

8.7 **CERTIFICATE OF DEPOSIT (CD*)* -** Purchased through a bank or savings and loan association for a specified period of time at a specified rate of interest. The first $100,000 of a certificate of deposit is guaranteed by the Federal Deposit Insurance Corporation (FDIC). CD's with a face value in excess of $100,000 will be collateralized by U.S. Treasury Department securities, which must be at least 110% of the face value of the CD. No other collateralization will be accepted.

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8.8 **MEDIUM TERM CORPORATE NOTES** with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated in a rating category "A" or its equivalent or better by a nationally recognized rating service.

8.9 **MONEY MARKET MUTUAL FUNDS -** Mutual funds invested in U.S. Government securities are permitted under this policy and under the California Government Code Section 53601. In order to be eligible for investment under this section, an investment objective of such a fund must be the maintenance of a price per share of $1.00. The following criteria must also be met:

8.7.1 The fund shall have a minimum of $500 million in total portfolio value.

8.7.2 The fund shall be registered with the Securities and Exchange Commission, and shall have achieved a rating of AAA by Moody's and AAA by S&P.

8.7.3 The fund shall have retained an advisor which is registered with the SEC, or which is exempt from such registration, and has at least 5 years experience managing money market funds, including those in excess of $500 million.

9.0 **INVESTMENT PARAMETERS**:

9.1 **DIVERSIFICATION**:

The City of Woodland will diversify its Investments by security type and institution and the City will select maturities to provide for stability of income and liquidity. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following policies and constraints shall apply:

9.1.1 Portfolio maturities shall be matched against liabilities to avoid undue concentration in a specific maturity sector.

9.1.2 Maturities selected shall provide for stability of income and liquidity.

9.1.3 Disbursement and payroll dates shall be covered through LAIF, marketable U.S. Treasury bills or other cash equivalent instruments such as money market mutual funds which will ensure that appropriate liquidity is maintained.

9.2 **MAXIMUM MATURITIES**:

In order to minimize the impact of market risk, it is intended that all investments will be held to maturity. Investments may be sold prior to maturity for cash flow, appreciation purposes or in order to limit losses, however, no investment shall be made based solely on earnings anticipated from capital gains. To the extent possible, the City shall attempt to match its investments to anticipated cash flow requirements. The City will not invest in securities maturing more than 5 years from the date of purchase. The City may adopt weighted average maturity limitations (2 years) consistent with investment objectives.

9.3 **PROHIBITED INVESTMENTS AND DIVESTMENT**:

The City Treasurer shall not make any investment prohibited under Article 1 or 2 of Chapter 4 of the California Government Code (see e.g. Section 53601.6 and 53631.5). Investments authorized when made, but no longer permitted by applicable law, may be divested from the City of Woodland's portfolio in accordance with the investment statement, investment objectives and prudent investor standard.

9.4 **TAX and REVENUE ANTICIPATION NOTES (TRANS):**

Government Code Section 53821.5 prohibits the investment of TRAN proceeds in securities that have terms exceeding those of the TRAN itself. The TRAN proceeds can be invested in items that have no specific term to maturity as long as the proceeds can be removed within the period of the TRAN without a penalty.

10.0 **REPORTING**:

10.1 **METHODS**:

The City Treasurer shall prepare quarterly investment reports to the City Manager and City Council which shall include the:

10.1.1 par amount of the investment,
10.1.2 classification of the investment,
10.1.3 percentage of the total portfolio, which each type of investment represents, name of the institution or entity,
10.1.4 rate of interest,
10.1.5 maturity date,
10.1.6 current market value,
10.1.7 reports shall also include a statement that the projected cash flow is adequate to meet expected obligations over the next six months, and that the portfolio is in compliance with this policy. The report shall be due approximately 45 days from the end of the month being reported.

10.2 **PERFORMANCE STANDARDS**:

The investment portfolio will be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow need. The portfolio shall be managed in accordance with the parameters specified within this policy; a market average rate of return will be obtained during a market/economic environment of stable interest rates. An appropriate benchmark of the 90-day U.S. Treasury bill shall be established against which portfolio performance shall be compared.

10.3 **MARKING TO MARKET**:

The market value of the portfolio shall be calculated at least yearly and a statement of the market value of the portfolio shall be issued at least quarterly with the investment report.

11.0 **INVESTMENT POLICY ADOPTION**:

The Investment Policy shall be adopted by minute action of the City Council of the City of Woodland. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the City Council.

GLOSSARY

Agency **-** A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSA's) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Cash Sale/Purchase **-** A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

CALIFORNIA POOLED INVESTMENT AUTHORITY (CPIA) –this investment pool is managed by MBIA-Municipal Investors Service Corporation, an investment subsidiary of MBIA, Inc

Certificate of Deposit **-** A document written by a bank or other financial institution that is evidence of a deposit, with the issuer's promise to return the deposit plus earnings at a specified interest rate within a specified time period.

Collateralization **-** Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Coupon Rate **-** The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

Credit Quality **-** The measurement of the financial strength of a bond issuer. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk **-** The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Delivery Versus Payment (DVP) **-** A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Diversification **-** A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity.

Fair Value **-** The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) **-** Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. Fed funds are considered to be immediately available funds.

Government Securities **-** An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate **-** See "Coupon Rate."

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Agency Investment Fund (LAIF) - An investment pool for local governments in which their money pooled and managed by the California State Controller's Office.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

Mutual Fund Statistical Services - Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services, and Morningstar.

Par - Face value or principal value of a bond, typically $1,000 per bond.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Prudent Investor Standard - An investment standard outlining the fiduciary responsibilities of public funds

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds **-** Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000.

"***Volatility Risk" Rating*** **-** A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds.

Weighted Average Maturity (WAM) **-** The average maturity of all the securities that comprise a portfolio.

Yield **-** The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Legislation Text

17.

File #: 16-118, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Increase the Fiscal Year 2014/15 Workforce Housing Grant Budget Appropriation by $137,775

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional appropriation of $137,775 to the FY 2014/15 Workforce Housing Grant Fund (Fund 325).

Staff Contact

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

Fiscal Impact

The additional appropriation of $137,775 represents grant funds that the City will receive from the State Housing Related Parks Grant program in FY 2015/2016. In turn, the City will then use grant funds to pay for the purchase and installation of playground equipment at City Park.

Discussion

The City Council approved the purchase and installation of the City Park playground equipment; however, these transactions were not incorporated into the FY 2014/15 budget. Adjustments to the FY 2014/15 budget for Fund 325 are needed to appropriately account for the additional $137,775 in revenues and $137,775 in expenditures. Council authorization is required for the additional budget appropriation, which would increase the FY 2014/15 budget appropriation for Fund 325 from $0 to $137,775.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an additional appropriation of $137,775 to the FY 2014/15 Workforce Housing Grant Fund (Fund 325).

Prepared and reviewed by: Rob Sanders
Public Works Deputy Director

Paul Navazio, City Manager

Attachment

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2014/2015 WORKFORCE HOUSING GRANT FUND (325) BUDGET

WHEREAS, In June 2015, Community Services received a Housing Related Parks Program Grant in the amount of $137,775; and

WHEREAS, the Workforce Housing Grant Fund has insufficient appropriations to expend the grant award; and

WHEREAS, the City of Woodland expects to have $137,775 in grant related expenses by the end of Fiscal Year 2014/2015, staff now wishes to increase the Fiscal Year 2014/2015 Workforce Housing Grant appropriations from $0 to $137,775; and

WHEREAS, the additional funding will be offset by reimbursement from the grant that will be submitted in FY 2014/15; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2014/15 Workforce Housing Grant Fund appropriation shall be increased by $137,775.

PASSED AND ADOPTED by the City Council this 15th day of September, 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

18.

File #: 16-088, **Version:** 1

TO: THE HONORABLE CHAIR AND MEMBERS OF THE SUCCESSOR AGENCY TO THE DISSOLVED WOODLAND REDEVELOPMENT AGENCY

DATE: September 15, 2015

SUBJECT: Consideration of approval of Recognized Obligation Payment Schedule for the period of January 2016 through June 2016, pursuant to Health and Safety Code Section 34177

Recommendation for Action: It is recommended that the Successor Agency adopt Resolution No. _____, approving and adopting the Recognized Obligation Payment Schedule ("ROPS") covering the period of January 1, 2016 through June 30, 2016.

Staff Contact

Wendy Ross, Economic Development Manager-530/661-5921, wendy.ross@cityofwoodland.org

Fiscal Impact

No City or Successor Agency funds are involved with the adoption of the ROPS. The ROPS simply lists existing enforceable obligations to be paid by the Successor Agency. Only payments listed on the approved ROPS and approved by the State Department of Finance (DOF) may be made by the Successor Agency.

Background

Following the dissolution of the Redevelopment Agency of the City of Woodland ("Agency"), the City elected to become the Successor Agency by Resolution No. 6043, dated January 10, 2012 (the "Successor Agency"). Pursuant to Health and Safety Code Section 34173 (b), the Successor Agency is a separate legal entity from the City. One of the responsibilities of the Successor Agency is to prepare a Recognized Obligation Payment Schedule ("ROPS"), which sets forth the nature, amount, and source (s) of payment of all "enforceable obligations" of the Agency (as defined by law) to be paid by the Successor Agency. The ROPS is to be prepared before each six-month fiscal period, covering the forward-looking fiscal period. The ROPS for the period of January 1, 2016 through June 30, 2016 ("ROPS 15-16B) is required to be submitted to DOF, the State Controller's Office and the County Auditor-Controller by October 5, 2015. Only payments required pursuant to the ROPS may be made the Successor Agency.

Discussion

Pursuant to Health and Safety Code Section 34177(l), the Successor Agency, is required to prepare a ROPS covering the period of January 1, 2016 through June 30, 2016 ("ROPS 15-16B"). The ROPS is then to be submitted to the Oversight Board for approval. The approved ROPS is then submitted to the County Auditor-

Controller, the State Controller's Office and DOF, and posted on the City's website. Pursuant to Health and Safety Code Section 34177(l), the approved ROPS 15-16B is required to be submitted to DOF, State Controller's Office and the County Auditor-Controller by October 5, 2015. Pursuant to Health and Safety Code 34179 (j), oversight boards must consolidate and form a countywide Board by July 1, 2016. If the consolidation occurs prior to January 2016, then this may be the final ROPS that will be presented to the Woodland Oversight Board. The 16/17 ROPS (Annual ROPS) will be due to the Ca Department of Finance by February 1, 2016.

Following receipt of the ROPS 15-16B, DOF has 45 days to make its determination of the enforceable obligations and notify the Successor Agency.

Next Steps

Throughout the course of winding down the Woodland Redevelopment Agency, the Woodland Successor Agency has satisfied all of the necessary requirements, including developing a Long Range Property Management Plan and being able to retain RDA Bond proceeds to be used for projects originally approved by the bondholders, bond counsel, tax payers and Woodland Redevelopment Agency Board of Directors. Staff has disbursed funds to be used for infrastructure projects in downtown Woodland that support private development including the redeveloped State Theater Complex and the relocated Yolo County Courthouse.

When the Successor Agency was established, there was a finite period of time where the Oversight Board would reside and make decisions on behalf of the Woodland taxing entities. According to AB1X 26 and succeeding bill AB 1484, all (city) Successor Agencies are required to take the next step of "winding down redevelopment" by consolidating the Oversight Boards into countywide Oversight Boards effective July 1, 2016. As referenced above, over the next several months, the Woodland Successor Agency will collaborate with Yolo County Finance Services and the other remaining Successor Agencies in the county to become the Yolo County Oversight Board. The first discussion regarding consolidation was held on April 28, 2015.

Pursuant to Health and Safety Code Section 34179 (j), the following will make up the Yolo County Oversight Board:

> (j)Commencing on and after July 1, 2016, in each county where more than one oversight board was created by operation of the act adding this part, there shall be only one oversight board appointed as follows:
> (1)One member may be appointed by the county board of supervisors.
> (2)One member may be appointed by the city selection committee established pursuant to Section 50270 of the Government Code. In a city and county, the mayor may appoint one member.
> (3) One member may be appointed by the independent special district selection committee established pursuant to Section 56332 of the Government Code, for the types of special districts that are eligible to receive property tax revenues pursuant to Section 34188.
> (4) One member may be appointed by the county superintendent of education to represent schools if the superintendent is elected. If the county superintendent of education is appointed, then the appointment made pursuant to this paragraph shall be made by the county board of education.
> (5) One member may be appointed by the Chancellor of the California Community Colleges to represent community college districts in the county.
> (6) One member of the public may be appointed by the county board of supervisors.
> (7) One member may be appointed by the recognized employee organization representing the largest number of successor agency employees in the county.

And, (k) The Governor may appoint individuals to fill any oversight board member position described in subdivision (j) that has not been filled by July 15, 2016, or any member position that remains vacant for more than 60 days.

And, finally, (m) Any oversight board for a given successor agency shall cease to exist when all of the indebtedness of the dissolved redevelopment agency (s) has been repaid.

Conclusion

Staff recommends that the Successor Agency adopt Resolution No. _____, approving and adopting the Recognized Obligation Payment Schedule covering the period of January 1, 2016 through June 30, 2016.

Prepared by: Wendy Ross, Economic Development Manager

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENT:
Attachment A - Resolution
Attachment B - ROPS 15-16B

RESOLUTION NO.____

RESOLUTION OF THE SUCCESSOR AGENCY TO THE WOODLAND REDEVELOPMENT AGENCY APPROVING AND ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(l)(2)(A) AND (B)

WHEREAS, the Successor Agency to the Woodland Redevelopment Agency ("Successor Agency") is the successor agency to the former Woodland Redevelopment Agency, and is responsible for the wind-down of the affairs of the former Redevelopment Agency following dissolution of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(A) requires the Successor Agency to prepare a recognized obligation payment schedule ("ROPS") covering each six-month period, and submit it to the Successor Agency's Oversight Board for approval; and

WHEREAS, the Successor Agency has prepared a ROPS covering the period of January 1, 2016 through June 30, 2016 ("ROPS 15-16B"); and

WHEREAS, Health and Safety Code Section 34177(l)(2)(B) requires the Successor Agency to submit the Oversight Board approved ROPS 15-16B, covering the period from January 1, 2016 through June 30, 2016, to the County Administrative Officer, the County Auditor-Controller, and the California Department of Finance by October 5, 2015; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE WOODLAND REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals**. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **CEQA Compliance**. The approval of the draft of the ROPS 15-16B through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

Section 3. **Approval of ROPS**. The Successor Agency hereby approves and adopts the ROPS 15-16B, in substantially the form attached to this Resolution as Exhibit A.

Section 4. **Transmittal of the ROPS for January 1, 2016 through June 30, 2016 to the Oversight Board**. The City Manager is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the ROPS covering the period of January 1, 2016 through June 30, 2016, including without limitation submitting the ROPS 15-16B to the Oversight Board for approval.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency to the Woodland Redevelopment Agency on the _____ day of September, 2015, by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Tom Stallard, Chair, Woodland Successor Agency

ATTEST:

____
Ana Gonzalez, Secretary, Successor Agency

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE

[Attached behind this page]

Woodland Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

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		Non-RPTTF Expenditures						RPTTF Expenditures												RPTTF Expenditures							
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)		Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments	Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
		$ -	$ -	$ -	$ -	$ -	$ -	$ 585,553	$ 563,712	$ 563,712	$ 563,712	$ -	$ 125,000	$ -	$ -		$ -	$ -				$ -			$ -	$ -	
1	2007 Tax Allocation	-		-		-		341,153	341,153	$ 341,153	341,153	$ -						$ -									
2	2007 Tax Allocation	-		-		-		244,400	222,559	$ 222,559	222,559	$ -						$ -									
3	2007 Tax Allocation Bonds Disclosure	-		-		-		-		$ -		$ -						$ -									
4	2007 Tax Allocation Bonds Fiscal Agent	-		-		-		-		$ -		$ -						$ -									
5	Casa del Sol - CDBG Section 108	-		-		-		-		$ -		$ -						$ -									
6	Casa del Sol HELP Loan	-		-		-		-		$ -		$ -						$ -									
7	Fair Plaza East - HELP	-		-		-		-		$ -		$ -						$ -									
8	Heritage Oaks Apts - HELP	-		-		-		-		$ -		$ -						$ -									
9	Successor Agency Admin	-		-		-		-		$ -		$ -						$ -									
10	PERS Liability	-		-		-		-		$ -		$ -						$ -									
11	OPEB obligation	-		-		-		-		$ -		$ -						$ -									
12	Unused leave	-		-		-		-		$ -		$ -						$ -									
14	Muscle World - Interior	-		-		-		-		$ -		$ -						$ -									
16	Porter Building	-		-		-		-		$ -		$ -						$ -									
17	Pre-Eng/Planning RDA Projs	-		-		-		-		$ -		$ -						$ -									
18	Downtown Streetscape Proj Phse 2	-		-		-		-		$ -		$ -						$ -									
19	540 Main Street - Façade	-		-		-		-		$ -		$ -						$ -									
21	Bond Expenditure Agreement	-		-		-		-		$ -		$ -						$ -									
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Woodland Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

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		Non-RPTTF Expenditures						RPTTF Expenditures												RPTTF Expenditures							
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)		Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments	Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
		$ -	$ -	$ -	$ -	$ -	$ -	$ 585,553	$ 563,712	$ 563,712	$ 563,712	$ -	$ 125,000	$ -	$ -		$ -	$ -				$ -			$ -	$ -	
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		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)		Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
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		$ -	$ -	$ -	$ -	$ -	$ -	$ 585,553	$ 563,712	$ 563,712	$ 563,712	$ -	$ 125,000	$ -	$ -		$ -	$ -				$ -			$ -	$ -	
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Woodland Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments
Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
		Non-RPTTF Expenditures						RPTTF Expenditures												RPTTF Expenditures							
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)		Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments	Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
		$ -	$ -	$ -	$ -	$ -	$ -	$ 585,553	$ 563,712	$ 563,712	$ 563,712	$ -	$ 125,000	$ -	$ -		$ -	$ -				$ -			$ -	$ -	
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB
		Non-RPTTF Expenditures						RPTTF Expenditures												RPTTF Expenditures							
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin					Admin					Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)		Non-Admin CAC			Admin CAC			Net CAC Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	
Item #	Project Name / Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)	SA Comments	Net Lesser of Authorized / Available	Actual	Difference	Net Lesser of Authorized / Available	Actual	Difference	Net Difference	CAC Comments
		$ -	$ -	$ -	$ -	$ -	$ -	$ 585,553	$ 563,712	$ 563,712	$ 563,712	$ -	$ 125,000	$ -	$ -		$ -	$ -				$ -			$ -	$ -	
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		Non-RPTTF Expenditures						RPTTF Expenditures												RPTTF Expenditures							
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		$ -	$ -	$ -	$ -	$ -	$ -	$ 585,553	$ 563,712	$ 563,712	$ 563,712	$ -	$ 125,000	$ -	$ -		$ -	$ -				$ -			$ -	$ -	
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File #: 16-109, **Version:** 1

TO: THE HONORABLE CHAIR AND MEMBERS OF THE SUCCESSOR AGENCY TO THE DISSOLVED WOODLAND REDEVELOPMENT AGENCY

DATE: September 15, 2015

SUBJECT: Consideration of Resolution No. _____, approving a proposed administrative budget for the period of January 1, 2016 through June 30, 2016, pursuant to Health and Safety Code Section 34177 (j)

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

Staff Contact

Wendy Ross, Economic Development Manager-530/661-5921, wendy.ross@cityofwoodland.org

Fiscal Impact

No City or Successor Agency funds are involved with the adoption of the proposed Administrative Budget.

Background

Following dissolution of the Redevelopment Agency of the City of Woodland ("Redevelopment Agency"), the City elected to become the Successor Agency to the Redevelopment Agency by Resolution No. 6043, dated January 10, 2012 (the "Successor Agency"). Pursuant to Health and Safety Code Section 34173 (b), the Successor Agency is now a separate legal entity from the City. One of the responsibilities of the Successor Agency is to prepare a proposed Administrative Budget covering each 6-month period, and submit it to the Successor Agency's Oversight Board for approval.

Discussion

One of the responsibilities of the Successor Agency is to prepare a proposed Administrative Budget for each 6-month fiscal period. According to Health and Safety Code Section 34177 (j), the Administrative budget is to include all of the following: (i) estimated amounts for the Successor Agency's administrative costs for the upcoming six-month fiscal period; (ii) proposed sources of payment for the costs identified in (i); and (iii) proposals for arrangements for administrative and operation services provided by a city, county, city and county, or other entity.

The proposed Administrative Budget is to be submitted to the Successor Agency's Oversight Board for approval (“Approved Administrative Budget”). Under Health and Safety Code Section 34177(k), the Successor Agency is to provide administrative cost estimates, from the Approved Administrative Budget, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for the upcoming six-month fiscal period.

Conclusion

Staff recommends that the Successor Agency adopt Resolution No. _____, approving and adopting the proposed Administrative Budget pursuant to Health and Safety Code Section 34177(j).

Prepared by: Wendy Ross, Economic Development Manager

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachment: Resolution
Administrative Budget

RESOLUTION NO.____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED WOODLAND REDEVELOPMENT AGENCY APPROVING AND ADOPTING A PROPOSED ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2016 THROUGH JUNE 30 2016, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of Woodland elected to become the Successor Agency to the Redevelopment Agency of the City of Woodland ("Successor Agency") by Resolution No. 6043 on January 10, 2012, and pursuant to Health and Safety Code Section 34173 (b), the Successor Agency is now a separate legal entity from the City; and

WHEREAS, Health and Safety Code Section 34177 (j) requires the Successor Agency to prepare a proposed Administrative Budget covering each 6-month period, and submit it to the Oversight Board for approval; and

WHEREAS, pursuant to Health and Safety Code Section 34177 (k), upon approval of the Administrative Budget by the Oversight Board, the Successor Agency is required to provide administrative cost estimates, from the approved administrative budget, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each fiscal period covered by the Administrative Budget; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE WOODLAND REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Approval of Proposed Administrative Budget**. The Successor Agency hereby approves and adopts the proposed Administrative Budget covering the period from January 1, 2016 through June 30, 2016, in substantially the form attached to this Resolution as Exhibit A, as required by Health and Safety Code Section 34177.

Section 3. **Transmittal of Proposed Administrative Budget**. The City Manager, on behalf of the Successor Agency, is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the proposed Administrative Budget, including submitting the proposed Administrative Budget to the Successor Agency's Oversight Board, and upon Oversight Board approval of the Administrative Budget, the provision of administrative cost estimates, from the approved Administrative Budget, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the Yolo County Auditor-Controller.

Section 4. **Effectiveness**. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency to the Woodland Redevelopment Agency on the ___ day of September, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Tom Stallard, Chair

ATTEST:

____
Ana Gonzalez, Secretary

EXHIBIT A

ADMINISTRATIVE BUDGET

[Attached behind this page]

CITY OF WOODLAND
RDA Successor Agency Administration Budget
Fiscal Year 2015/16

Description	July 2015 - December 2015	January 2016 - June 2016	Total
Salary	$ 37,272.50	$ 37,272.50	$ 74,545.00
Vacation Buyout	$ 1,000.00	$ 1,000.00	$ 2,000.00
Admin Buyout	$ 750.00	$ 750.00	$ 1,500.00
Deferred Comp City Match	$ 666.00	$ 666.00	$ 1,332.00
Workers Comp/Liability Insurance	$ 2,696.50	$ 2,696.50	$ 5,393.00
Retirement	$ 9,338.00	$ 9,338.00	$ 18,676.00
Retirement Health Savings Plan	$ 120.00	$ 120.00	$ 240.00
Lifie/Vision/Dental	$ 630.00	$ 630.00	$ 1,260.00
Retiree Medical	$ 2,401.50	$ 2,401.50	$ 4,803.00
Health/Life/Vision/Dental Premiums	$ 5,634.00	$ 5,634.00	$ 11,268.00
Unemployment Insurance	$ 387.00	$ 387.00	$ 774.00
Medicare	$ 543.00	$ 543.00	$ 1,086.00
Contract Services	$ 61,459.50	$ 61,459.50	$ 122,919.00
Tech Service Chargebacks	$ 2,102.00	$ 2,102.00	$ 4,204.00
	$ 125,000.00	**$ 125,000.00**	**$ 250,000.00**

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

20.

File #: 16-125, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE - Spring Lake Specific Plan - Turn of the Century (PLNG15-00036) General Plan and Specific Plan Amendments and Development Agreement Amendments

This item will be opened and continued to the October 6, 2015 Council meeting.

Legislation Text

21.

File #: 16-105, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Approve the 2014-15 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

Recommendation for Action: Staff recommends that the City Council approve the 2014-15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Staff Contact

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

Fiscal Impact

There is no impact to the General Fund.

Background

By September 30 of each year, the City's Community Development Block Grant Program (CDBG) is required to submit the Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). The CAPER is a mandated report for all CDBG entitlement communities and summarizes the City of Woodland's progress towards meeting its community development needs and objectives in one program year. The CDBG IDIS financial reports will be run and added to the CAPER prior to its submittal to HUD in order to reflect a CDBG drawdown of funds that may occur just before the CAPER's submittal.

The City's community needs and objectives for the period of 2010-2014 (July 1, 2010 - June 30, 2015) are outlined in its Consolidated Plan. The Consolidated Plan is an additional document required by HUD, which coordinates all elements of community development, housing, neighborhood development, and economic development planning into a single plan and vision of activities and strategies to be undertaken during a three to five year time period. The programs and activities budgeted each year to meet these community development goals are outlined in the City's Annual Action Plan for the CDBG program, as approved by the City Council each spring. The CAPER is completed following each program year as a financial summary and a narrative of the accomplishments for the prior CDBG fiscal year's Annual Action Plan.

The contents of the CAPER are summarized below:

- Summary of Resources:
  The CAPER contains a summary of the financial resources that the City has at its disposal to address identified community needs and objectives. CDBG, Federal Continuum of Care Program (formerly known as the Supportive Housing Program), and other housing grant funds and programs are all among the sources utilized by the City to accomplish the stated goals of the Consolidated Plan.

- Narrative Assessment of Strategic Plan Goals and Objectives:
  An assessment of the City's effort to address its community development needs and objectives is provided in the CAPER, with particular focus given to the areas of affordable housing, fair housing, and homeless services. One purpose of the CAPER is to allow jurisdictions the opportunity to self-evaluate the effectiveness of policies, programs, and activities utilized to achieve Consolidated Plan goals.

- Program Activity Financial Summary Reports:
  HUD requires that certain program activity and financial summary reports be submitted with the CAPER. These reports outline the City's expenditures and accomplishments for individual projects and programs, allowing HUD to compile and maintain necessary data regarding its grant programs.

Discussion

The 2014-15 CAPER emphasizes that the City of Woodland was successful at continuing to implement the objectives of its Consolidated Plan. Some highlights of the program year include assistance provided to 296 Woodland residents with housing issues, including claims of housing discrimination through Legal Services of Northern California's Fair Housing Hotline program (FY 2014-15 funding); preventing four low income families from becoming homeless and moving six homeless families into permanent housing through the Yolo Family Resource Center's Homeless Rapid Re-housing program (FY 2014-15 funding); installation of a water line and related improvements at the Sacramento Valley Historic Railways Train Depot (FY 2012-13 funding); and installation of a backflow device at the St. John's Retirement Village (FY 2014-15 funding, work completed in July 2015).

Funds of $76,239 were provided to nine non-profit or government public service operations in the community providing services to low income people such as shelters (Fourth & Hope), meals for seniors (Elderly Nutrition), housing assistance for homeless families and families at risk of being homeless (Homeless Rapid Re-housing - Yolo Family Resource Center), specialized health services for young children (Project Hope for Children - Northern California Children's Therapy Center), and housing for mentally ill adults at risk of homelessness (New Dimensions Supported Housing - Yolo Community Care Continuum).
During the 2014-15 program year seven public facilities improvement projects completed construction, made substantial progress with construction, or were closed out with final drawdowns being made. The projects include St. John's backup Generator Conversion (FY 2011-12 funding), City of Woodland ADA Accessibility Program (FY 2012-13 funding), Sacramento Valley Historic Railways Train Depot (FY 2012-13 funding), Friends of the Mission Walter's House Improvement (FY 2013-14 funding), City of Woodland ADA Accessibility Program (FY 2013-14 funding), GRID Alternatives Housing Rehabilitation (FY 2013-14 funding), and St. John's Backflow (FY 2014-15 funding). In addition, $102,595 in FY 2014-15 CDBG funds were used to make the final loan payment for the $1,000,000 CDBG Section 108 Loan the City used for rehabilitation of the Casa del Sol mobile home park several years ago.

Timeliness continues to be a focus with the Consolidated Plan and therefore FY 2014-15. The entitlement program rule for timeliness is that the grantee cannot have more than 1.5 times their annual grant (entitlement) amount unspent. HUD on May 2, 2015 determined that Woodland's ratio was 1.16. The ratio was adjusted for grant program income (repaid CDBG loan funds). The City has maintained a timelessness ratio of less than 1.5 since FY 2005-06.

During FY 2014/15 the City supported a number of efforts to address homelessness. In partnership with Fourth & Hope, the City applied for six separate Federal Continuum of Care grants for permanent supportive and transitional housing programs operated by Fourth & Hope to serve the chronically homeless. The City was awarded funding for five grants: Reallocation Project to Serve Chronically Homeless Families, Permanent Supportive Housing Project to Serve Chronically Homeless Individuals, Transitional Housing Project, Permanent Supportive Housing Project to Serve Chronically Homeless Families, and Permanent Supportive Housing Project to Serve Chronically Homeless. City CDBG funds and a portion of the City's annual contribution for the Countywide Homeless Coordination Project were used for the operation of Fourth & Hope's emergency shelter. The remainder of the City's contribution went towards the costs of a countywide homeless coordinator. CDBG funds were also used to support the Center for Families' (former the Yolo Family Resource Center) Homeless Rapid Re-Housing program which helped low income families with one-time rent assistance to prevent them from becoming homeless and helped moved homeless families into permanent housing with one-time assistance.

Conclusion

Staff recommends that the City Council approve the 2014-15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Prepared by: Dan Sokolow
Senior Planner

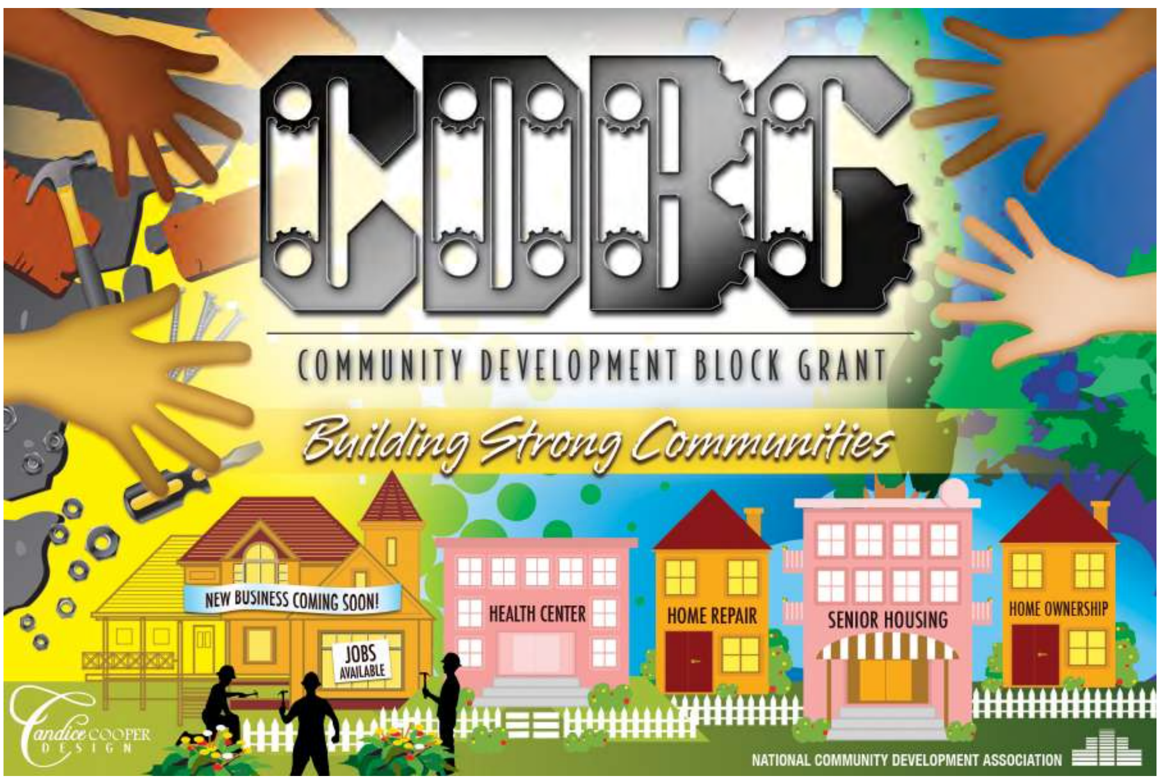
Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments: 2014-15 CDBG CAPER
Public Notice

City of Woodland

DRAFT Consolidated Annual Performance and Evaluation Report (CAPER) 2014-2015



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I. INTRODUCTION

The Consolidated Annual Performance and Evaluation Report (CAPER) is a summary of the City of Woodland's progress toward meeting the goals specified in the Consolidated Plan. The CAPER is a mandated report for all communities receiving Community Development Block Grant (CDBG), Home Investment Partnership Act (HOME), Emergency Shelter Grant (ESG), and Housing Opportunities for People with AIDS (HOPWA) funds from the United States Department of Housing and Urban Development (HUD). Of these four funding sources, the City of Woodland receives CDBG from HUD and HOME funds from the State of California Department of Housing and Community Development. The Consolidated Plan coordinates all elements of community development, housing, neighborhood development, and economic development planning into a single plan and vision of activities and strategies to be undertaken during a three to five year time period.

The Consolidated Plan and its Strategic Plan outline long-term strategies that:

1) Identify community needs and problems.
2) Analyze market conditions and availability of resources associated with those needs and problems.
3) Set priorities and adopt goals and strategies for addressing identified needs and problems through activities and programs within a fiscal year.

Within these general parameters, the City of Woodland developed its own local needs and priorities, and then tailored a strategy and funding plan that is intended to fill voids in local services as well as to promote the preservation and revitalization of neighborhoods. This strategy, laid out in the City's Consolidated Plan for 2010-11 to 2014-15, was adopted by the City Council on January 19, 2010.

The City of Woodland completed the fifth year of its current Consolidated Plan on June 30, 2015. A summary assessment of the 2010-11 to 2014-15 Five-Year Consolidated Plan expenditures is presented in **Appendix A**. This CAPER describes programmatic accomplishments for the period of July 1, 2014 through June 30, 2015, along with a report on other Community Development milestones. Section III of this CAPER provides a summary assessment of how activities undertaken in the 2014-15 Fiscal Year have served to meet the Five-Year Strategic Plan Goals and Objectives outlined in the Consolidated Plan.

Programmatic accomplishments and demographic data associated with each of the projects and activities undertaken during 2014-15 are reported in detail through the Integrated Disbursement and Information System (IDIS), established by HUD's Office of Community Planning and Development (CPD). This automated information system is designed to provide up-to-date information for HUD. The reports generated from HUD's IDIS system and included with this CAPER are found in **Appendix B**.

CITIZEN PARTICIPATION

The CAPER is available to citizens, community groups, and other interested parties for public examination and comment. A public notice was published on August 27, 2015 informing the public that the City of Woodland CAPER was available to the public for a 15-day comment period (see **Appendix C**).

PUBLIC HOUSING

The City of Woodland does not operate public housing or public housing programs in the City. Public housing and public housing programs are provided by Yolo County Housing.

SPECIAL NEEDS HOUSING

The City of Woodland supported special needs housing in 2014-15 with the use of CDBG funding for improvements to two housing facilities.

St. John's Retirement Village, a non-profit senior citizen supportive housing facility that provides five levels of care from the active independent senior to those in need of 24-hour skilled nursing care, received $33,000 in CDBG funds for the purchase and installation of an eight-inch double check valve backflow with concrete pad, frost blanket, and anti-theft security cage. The backflow device will project public (City of Woodland) and private (St. John's) drinking water supplies. A properly functioning backflow preventer allows water to flow in only one direction in order to prevent cross connection contamination of water supplies. Construction of the project started in late June 2015 and was expected to be completed in July 2015.

The City made the final Section 108 loan repayment for the Casa Del Sol Mobile Home Project, which is designed to eliminate substandard housing for residents of the 156-space mobile home park that provides housing for very low income, low income, and moderate income families, including a number of farm worker families.

II. SUMMARY OF RESOURCES

Community Development Block Grant

For Fiscal Year 2014-15, the City of Woodland was awarded a total of $446,268 of CDBG program funds from HUD. The City utilized these funds for programs and activities that address community development needs identified in the Consolidated Plan. A total of $538,633.87 in unexpended funds including program income ($62,093.89) from prior years was made available also in 2014-15 for total program resources of $984,901.87.

The Available CDBG Funding Table provides a breakdown of CDBG funds that were available to individual projects that expended funds during the 2014-15 program year. The table also indicates the amount of grant funds that were drawn in the 2014-15 program year for projects that were funded during previous funding cycles. At the start of FY 2014-15 there were ten unfinished construction projects from prior years. At the end of FY 2014-15, six of the projects were completed. For three construction projects funded in FY 2014-15, one of the projects (St. John's Backflow Installation) will be completed in July 2015, a second project (Yolo County Housing's Abatement/Demolition of 1224 Lemen Avenue) was in environmental review, and the third project (City of Woodland ADA Accessibility Program) will be combined with the FY 2015-16 City of Woodland ADA Accessibility Program with construction occurring in the summer of 2016.

The Available CDBG Funding Table also provides a breakdown of CDBG funds for public service programs during the 2014-15 program year. The projects funded during the 2014-15 program year were completed and CDBG funds for the projects were fully drawn down by July 1 or in July.

Supportive Housing Program (HUD Continuum of Care Competition)

The City has received Continuum of Care (CoC) grants from the Department of Housing and Urban Development (HUD) since approximately 1994. In most instances the Yolo Wayfarer Center (dba Fourth & Hope) has been the City's subrecipient for the CoC funds.

In 2014 (2015-16 payment year) the City applied for six separate CoC grants. HUD awarded the City five of the six grants in 2015.

- Reallocation Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $14,803)
- Permanent Supportive Housing Project to Serve Chronically Homeless Individuals (Renewal Grant in the amount of $23,806)
- Transitional Housing Project (Renewal Grant in the amount of $144,998)
- Permanent Supportive Housing Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $24,007)
- Permanent Supportive Housing Project to Serve Chronically Homeless (Grant in the amount of $9,071).

HUD did not award funds for the sixth grant, 2014 Permanent Supportive Housing Bonus Project ($68,026 grant amount). Through the CoC grants, the City and Fourth & Hope have continued their efforts to provide assistance to homeless and at-risk individuals and families in the transition from homelessness to independent living.

Affordable Housing Grant Programs

During program year 2014-15, the City entered into a professional services agreement with NeighborWorks Sacramento to provide first time homebuyer down payment and mortgage assistance program services. The City is in the process of restarting its first time homebuyer loan assistance program and will again use the services of NeighborWorks to provide income eligibility reviews/determinations, loan underwriting, and loan documentation preparation for the City's first time homebuyer program. Since 2004, the City has assisted 85 first time homebuyer families purchase homes in Woodland. Most of the homes were produced as a result of the inclusionary housing requirements contained in the City's Spring Lake Affordable Housing Plan and located in the Spring Lake Specific Plan Area. Since 2004, the City has used HOME, BEGIN and CalHome grants to assist first-time homebuyers. These programs allowed the City of Woodland to make more for-sale housing units available to low income households in the Spring Lake new growth area and other areas of the City. While the BEGIN and CalHome programs have ended, the City plans to use HOME, BEGIN, and CalHome program income (repaid housing loans) to fund its first time homebuyer program. At this time it is estimated that the City will be able to assist eight to ten families purchase new and resale homes.

The City Council in November 2014 approved a loan in the amount of $163,250 to fund infrastructure work at the Mutual Housing at Spring Lake project. The project opened in March 2015 and provides 61 rental units for lower income households. The infrastructure loan is expected to be disbursed in Fall 2015. Earlier, the City approved and disbursed a pre-development loan of $350,000, and a long-term loan in the amount of $910,000 for construction of the project. The City also deferred payment of more than $750,000 in development impact fees during construction of the project.

The activities associated with other funding sources, along with other affordable housing accomplishments, are discussed in greater detail in Section III of this CAPER.

AVAILABLE CDBG FUNDING
PROGRAM YEAR 2014-2015

Program Year	Project Name	HUD Activity #	Funds Available (July 1, 2014)	Expended in 2014-2015	Remaining CDBG Funds
2009	YCCC SUPPORTIVE HOUSING REHAB	304	$18,126.06	$7,351.00	$10,775.06
2011	WCC TRAINING PROJECT (1)		$22,000.00	$0.00	$22,000.00
2011	YCH SITE PREP EDU/REC/BOXING FAC	404	$12,000.00	$12,000.00	$0.00
2011	ST. JOHN'S BACKUP GENERATOR (2)	390	$5,278.37	$3,350.00	$1,928.37
2012	COW ADA ACCESSIBILITY PROGRAM	377	$21,161.99	$21,161.99	$0.00
2012	SAC VALLEY HIST RAILWAYS TRAIN DEPOT	383	$61,494.12	$37,708.84	$23,785.28
2013	FOM WALTER'S HOUSE IMPROVEMENT	395	$6,017.51	$6,017.51	$0.00
2013	COW ADA ACCESSIBILITY PROGRAM (3)	407	$158,116.99	$149,820.75	$8,296.24
2013	GRID ALTERNATIVES HOUSING REHAB	398	$4,798.66	$4,798.66	$0.00
2013	YCH SITE PREP EDU/REC/BOXING FAC	401	$74,997.00	$34,728.24	$40,268.76
2013	LSNC FAIR HOUSING SERVICES	392	$2,500.00	$2,500.00	$0.00
2013	YCCC NEW DIMENSIONS SUPPRTED HSNG	393	$2,017.03	$2,017.03	$0.00
2013	YWC EMERGENCY FOOD & SHELTER	394	$1,654.76	$1,654.76	$0.00
2013	PPMM TEEN SUCCESS	397	$2,040.00	$2,040.00	$0.00
2013	COMMUNICARE HEALTH SERVICES	400	$1,861.75	$1,861.75	$0.00
2013	CDBG AMINISTRATION	402	$7,630.66	$7,630.66	$0.00
2013	ELDERLY NUTRITION SENIOR MEALS	403	$3,713.25	$3,713.25	$0.00
2013	COW SERIES STREET LIGHT DESIGN (2)	405	$25,000.00	$25,000.00	$0.00
2014	YWC EMERGENCY FOOD & SHELTER	408	$10,250.00	$6,499.12	$3,750.88
2014	YCCC NEW DIMENSIONS SUPPRTED HSNG	409	$10,249.00	$5,124.48	$5,124.52
2014	NCCTC PROJECT HOPE FOR CHILDREN	410	$6,000.00	$6,000.00	$0.00
2014	CASA DEL SOL SECTION 108 REPAYMENT	411	$102,595.00	$102,595.00	$0.00
2014	LSNC FAIR HOUSING SERVICES	412	$10,000.00	$5,000.00	$5,000.00
2014	COW UTILITY ASSISTANCE PROGRAM	413	$10,000.00	$10,000.00	$0.00
2014	YFRC HOMELESS RAPID RE-HOUSING	414	$7,000.00	$0.00	$7,000.00
2014	ELDERLY NUTRITION SENIOR MEALS	415	$10,740.00	$10,740.00	$0.00
2014	PPMM TEEN SUCCESS	416	$6,000.00	$3,000.00	$3,000.00
2014	ST. JOHN'S BACKFLOW	417	$33,000.00	$300.00	$32,700.00
2014	CASA-AMERICORPS PARTNERSHIP	418	$6,000.00	$643.75	$5,356.25
2014	YCH ABATE/DEMO 1224 LEMEN BLDING	419	$94,033.00	$225.00	$93,808.00
2014	COW ADA ACCESSIBILITY PROGRAM (4)	420	$125,343.00	$0.00	$125,343.00
2014	CDBG AMINISTRATION	421	$99,706.63	$90,784.25	$8,922.38
			$961,324.78	**$564,266.04**	**$397,058.74**

(1) Project funded through re-programming of FY 2011-12 funds.

(2) Project completed and remaining funds will be used for other construction projects.

(3) Project completed and remaining funds will be used for the 2014 COW ADA Accessibility Program.

(4) Construction not scheduled until Summer 2016 in order to combine with 2015 COW ADA Accessibility Program.

**Balances above reflect Federal IDIS through June 30, 2015.*

III. NARRATIVE STATEMENTS—

A. ASSESSMENT OF STRATEGIC PLAN GOALS AND OBJECTIVES

The following section of the CAPER provides an overview of the City's efforts and accomplishments in addressing its identified community development needs and priorities during the 2014-15 program year. A brief description of activities, programs, and projects that have contributed to achieving the City's community development goals and objectives is given.

Summary of Accomplishments—Housing Production, Preservation, and Rehabilitation

In its Strategic Plan of the 2010-2014 Consolidated Plan, the City of Woodland established the following four priorities to address the need for adequate affordable and market-rate housing:

1) Promote the development of affordable housing in the City to meet the needs of very low and low to moderate income households as outlined in the Housing Element of the General Plan and the Redevelopment Agency 5-year Implementation Housing Component;
2) Support the preservation, maintenance and improvement of existing housing and the replacement of unsafe or dilapidated housing;
3) Provide fair housing services to ensure that persons regardless of race, creed, color, national origin, religion, sex, family status, age, or handicap/disability have an equal opportunity to secure decent housing and are treated fairly in dealing with landlords, real estate brokers and lenders; and
4) Address priority historic preservation needs including both residential and non-residential historic preservation.

While accomplishments related to increasing and preserving the housing supply for low- and moderate-income housing are noted in this section of the CAPER, further discussion of City programs to provide for affordable housing is included in the Affordable Housing section.

The City continued its effort to develop and preserve affordable housing during the 2014-15 program year through the allocation of CDBG funding and through continued support for projects and programs for housing to benefit low- and moderate-income households. A summary of these activities is provided below.

Friends of the Mission (FOM) received CDBG funds (FY 2013-14 funding) form improvements to Walter's House. The facility provides transitional housing for 44 individuals. The improvements include the replacement of a gravel and dirt courtyard area with artificial turf, the installation of landscaping, and the construction of a shade structure. The improvements will allow for ADA accessibility and provide a safe zone to foster social interactions and outdoor activities for residents. The project was completed in July 2014.

During program year 2014-15, the City entered into a professional services agreement with NeighborWorks Sacramento to provide first time homebuyer down payment and mortgage assistance program services. The City is in the process of restarting its first time homebuyer loan assistance program and will again use the services of NeighborWorks to provide income eligibility reviews/determinations, loan underwriting, and loan documentation preparation for the City's first time homebuyer program. Since 2004, the City has assisted 85 first time homebuyer families purchase homes in Woodland. Most of the homes were produced as a result of the inclusionary housing requirements contained in the City's Spring Lake Affordable Housing Plan and located in the Spring Lake Specific Plan Area. Since 2004, the City has used HOME, BEGIN and CalHome grants to assist first-time homebuyers. These programs allowed the City of Woodland to make more for-sale housing units available to low income households in the Spring Lake new growth area and other areas of the City. While the BEGIN and CalHome programs have ended, the City plans to use HOME, BEGIN, and CalHome program income (repaid housing loans) to fund its first time homebuyer program. At this time it is estimated that the City will be able to assist eight to ten families purchase new and resale homes.

Housing Rehabilitation

While no loans were made in the 2014-15 program year for owner-occupied housing rehabilitation, the City maintains an interest list for this program and will contact interested individuals as funding becomes available. Most of the people who apply for assistance under this program fall in the category of elderly or disabled and all are low-income qualified.

St. John's Retirement Village, a non-profit senior citizen supportive housing facility that provides five levels of care from the active independent senior to those in need of 24-hour skilled nursing care, received $33,000 in CDBG funds for the purchase and installation of an eight-inch double check valve backflow with concrete pad, frost blanket, and anti-theft security cage. The backflow device will project public (City of Woodland) and private (St. John's) drinking water supplies. A properly functioning backflow preventer allows water to flow in only one direction in order to prevent cross connection contamination of water supplies. Construction of the project started in late June 2015 and was expected to be completed in July 2015.

The City made the final Section 108 loan repayment for the Casa Del Sol Mobile Home Project, which is designed to eliminate substandard housing for residents of the 156-space mobile home park that provides housing for very low income, low income, and moderate income families, including a number of farm worker families.

Summary of Accomplishments—Housing for the Homeless/At-Risk Population

The Strategic Plan identified the following four priorities for addressing homeless needs:

1) Continue to support programs to address the need for emergency and transitional housing;
2) Continue to support programs to transition homeless persons to permanent housing;
3) Continue to support programs for the prevention of homelessness; and
4) Work with the Yolo County Housing Authority in support of the Section 8 Voucher Program and other programs to provide affordable rental housing.

While accomplishments related to increasing the housing supply for the homeless or at-risk population are noted in this section of the CAPER, further elaboration of the City's effort to provide adequate resources and services to the homeless population is included in the Continuum of Care/Homeless Services section.

The City continued its effort to provide housing for the homeless and at-risk population during the 2014-15 fiscal year through the allocation of CDBG funding for projects and programs serving the homeless. A summary of these activities is provided below:

- *Supportive Housing Rehabilitation:* The Yolo Community Care Continuum (YCCC) owns and operates Haven House, a 5-unit supportive housing facility in Woodland, as part of the organization's New Dimensions Supportive Housing Program which offers housing and support services to the mentally ill. Rehabilitation of the facility was expected to be completed in Summer/Fall 2015.

- *Emergency Food and Shelter:* Provided daily emergency food and shelter services to homeless and low-income citizens of Woodland and Yolo County including: weekday nutritional meals, case management, agency referrals, mental health services, and other shelter services through Fourth & Hope's emergency shelter.

- *Homeless Rapid Re-Housing:* The Center for Families (formerly the Yolo Family Resource Center) used CDBG funds to prevent low income families from becoming homeless by providing one-time rent assistance and used CDBG funds on a one-time basis to move homeless families into permanent housing.

Public Services Programs

The Consolidated Plan identified a variety of public services needs to be met in the community:

1) Address priority public service needs for senior, handicapped, youth, transportation, substance abuse, child care, health and other services as well as employment training, crime awareness, and fair housing counseling.

Beyond Public Services funding allocated to agencies to meet homeless needs, as part of the Continuum of Care, CDBG funds were allocated in 2014-15 to serve at-risk populations, as discussed below, addressing high priority public service needs serving at-risk groups, seniors and youth.

CDBG funds were allocated and expended in 2014-15 to provide services for the following senior programs and at-risk populations:

- *Home Delivered Meals Program-* The Elderly Nutrition Program provided hot, nutritious lunch meals served by volunteers to frail homebound seniors.

- *Utility Assistance Program-* The City of Woodland Finance Department and CDBG staff have implemented an assistance program to help offset the cost of qualified household utility bills for a limited period. For 2014-15 the City used CDBG funding to assist 57 low income households with a total of 166 persons. The Utility Assistance Program provides a monthly discount of $58.75 for a period of three months to cover a portion of the water and sewer fixed rate charges for a customer's City utility bill. Participants must qualify for and participate in

PG&E's FERA or CARE programs to qualify for assistance. Utility Assistance Program applications in English and Spanish have been made available on the City's website and other local websites to assist qualified families. The City has also marketed the program through announcements sent out with utility bills.

In June 2014 Woodland voters approved a sale tax measure known as Measure J and a separate advisory measure that recommends the use of a portion of Measure J funds for utility assistance. In July 2014 the Woodland City Council approved funding utility assistance with up to $75,000 in Measure J funds during FY 2014-15.

CDBG funding supported the following youth program in 2014-15:

- *Teen Success-* Facilitated group sessions provided to pregnant and parenting teen mothers (12-19 years old) to provide a supportive environment, discuss issues of teen pregnancy and work to achieve short- and long-term goals. The program assisted 17 teen mothers or pregnant teens and their children during the 2013-14 program year.

- *CASA (Court Appointed Special Advocates) and AmeriCorps Partnership-* This program recruited and trained 58 new youth advocates during the course of the year. CASA served a total of 116 foster children which is the second highest total of children served in the 20 year history of CASA's program. CASA exceed its goal for serving transition aged youth and young adults (ages 12 – 21) by having CASA volunteers matched with 82 youth/young adults in foster care during the 2014-15 fiscal year.

Youth Programs Funded with Non-CDBG Funds - The City Council in 2015 approved the use of Measure J funds to fund camperships (partial scholarships) to assist the children of lower income families participate in the City's 2015 summer recreation programs: Summer Teen Pack, Summer Time Fun Club, and Outdoor Adventures. A total of 284 camperships were provided for the three programs.
In December 2014, the City Council approved funding of up to $475,000 in Measure E funding (local sales tax measure) toward the renovation of the City Hall Annex building for use by the Woodland Opera House to operate theatre and dance educational programming. In addition, the City Council approved a $1/year lease for the annex. The programs operated in the annex will focus on Woodland youth.

CDBG funding supported the follow health program in 2014-15:

- *Northern California Children's Therapy Center's (NCCTC) Project Hope for Children-* Project Hope for Children is a unique and specially developed program that provides health care access for special needs children through early intervention, socialization, and an array of comprehensive multiple therapy programs aimed at helping disabled children achieve their greatest level of independence. Services provided through this program are directed toward children who are uninsured or underinsured and otherwise lack access to health care. NCCTC served 58 children from Woodland via Project Hope. Of the total, 29 children are newly enrolled and all children waiting for services at the beginning of the 2014-15 grant period have been served. All of the children enrolled in therapy programs have shown improved health and development, as documented by individual treatment notes and progress reporting.

Finally, CDBG funding supported fair housing services to Woodland citizens. Legal Services of Northern California provides free information and advice on fair housing issues, case intake, complaint processing, and investigation of alleged fair housing violations. Other services include fair housing education and outreach. The Fair Housing Project is administered by Legal Services of Northern California (LSNC) and assists Woodland residents with housing-related legal problems by telephone and through in-person appointments. The staff of the Fair Housing Project assisted 296 Woodland residents with housing issues, including claims of housing discrimination, during the 2014-15 program year. After interviewing 296 Woodland residents who sought assistance from LSNC with housing problems, staff determined that clients described legitimate discrimination problems in 20 cases. The type of discrimination included disability determination (15 cases), age (2 cases), race (2 cases), and familial status (2 cases). (Some clients described two categories of discrimination and therefore the total is greater than the number of cases.) The level of service provided in these cases consisted of advice/materials regarding fair housing rights (3 cases); limited action, including writing letters (12 cases); and negotiated settlement (5 cases).

LSNC and the City of Woodland, and the Yolo County Housing annually host a Fair Housing Workshop. On April 23, 2015, 95 property managers and landlords attending the workshop as well as staff from the National Housing Law Project, HUD, and LSNC. The City provided funds for lunch and beverages and assisted with publicity. Katherine Brady and Renee Williams from the National Housing Law Project spoke about changes to the laws protecting victims of domestic violence, stalking, dating violence, and sexual assault and housing formerly incarcerated individuals. Jamie Rodny from HUD provided an overview of fair housing laws and discussed handling reasonable accommodation and reasonable modification requests. She also discussed service, companion, emotional support, and other assistance animals.

Infrastructure and Public Facilities Improvements

The Consolidated Plan identified infrastructure and public facility needs as follows:

1) Address priority infrastructure improvements including flood drainage, water, street, and sidewalk improvements, and addressing asbestos.
2) Support public facilities improvements for public service agencies and residential facilities for homeless and special needs populations.
3) Address priority public facilities needs including public facilities for seniors, youth, neighborhoods, parks/recreation, health and other facilities.
4) Promote accessibility for the physically disabled through ADA improvements.

The following text provides a summary of accomplishments during the 2014-15 program year related to infrastructure and public facilities improvements:

Nine public facility improvement projects initially awarded CDBG funding in prior funding years were completed or under construction in 2014-15. A tenth project funded in 2013 through the re-programming 2011-12 CDBG funds is waiting for a non-CDBG project to be competed before construction can begin.

The 2010-2014 Consolidated Plan continues to identify the promotion of accessibility for the physically disabled through ADA improvements as a priority need.

Construction of the City of Woodland's 2013-14 ADA Accessibility project was completed during Summer 2014. The project resulted in the construction of ADA-related sidewalk, driveway, and curb ramp improvements at the intersection of Cottonwood Street and West Southwood Drive, on Beamer Street between California Street and North McKinley Avenue, and on Gibson Road between Spruce Drive and College Street.

The City's 2014-15 ADA Accessibility project has been delayed to Summer 2016 in order to combine it with the City's 2015-16 ADA Accessibility. Constructing the two projects at the same time will allow the City's contractor to only mobilize once for construction and may result in additional ADA improvements that would not be possible if the two ADA projects were constructed at separate times.

Friends of the Mission (FOM) received CDBG funds (FY 2013-14 funding) form improvements to Walter's House. The facility provides transitional housing for 44 individuals. The improvements include the replacement of a gravel and dirt courtyard area with artificial turf, the installation of landscaping, and the construction of a shade structure. The improvements will allow for ADA accessibility and provide a safe zone to foster social interactions and outdoor activities for residents. The project was completed in July 2014.

Yolo County Housing (YCH) received FY 2013-14 CDBG funds as well as reprogrammed funds from FY 2011-12 for the Site Preparation for the New Yolo Education, Recreation and Boxing Club Facility. The reprogrammed funds and a portion of the FY 2013-14 funds were spent in 2014-15. YCH and City of Woodland provide recreation and education services on site at the low rent public housing complexes located at Yolano Village and Donnelly Circle. YCH is in the process of designing a new facility at 1224 Lemen Avenue to provide recreation and education services and expand on the current offerings. To date, YCH has completed a demolition plan for the existing building at 1224 Lemen, complete lead and asbestos assessments, and is in the process of preparing design plans for the new facility.

YCH also received CDBG funding in FY 2014-15 for the abatement of lead paint and asbestos present at the 1224 Lemen Avenue building and the building's demolition. The environmental review is in progress and expected to be completed in July/August 2015.

Sacramento Valley Historical Railways (SVHR) received CDBG funds in FY 2012-13 for installation of a water line and ADA improvements to restrooms at SVHR's Historic Woodland Train Depot. The water line installation was completed in June 2015.

SVHR will request a revision to its project scope in order to use the remaining CDBG funds to construct an ADA-compliant parking space and an ADA-compliant walkway from the parking space to the Train Depot. The construction of the parking space and walkway are expected to be completed during the 2015-16 program year.

The City's Public Works Department in April/May 2015 used a State Housing-Related Parks Program grant to fund the replacement of two children's play structures at City Park which is located in a low-moderate income Census Block.

On June 29, 2015 the City received notification that it would receive a 2014 State Housing-Related Park Program grant in the amount of $524,400. The grant award is based on the construction of new affordable housing rental units (Mutual Housing at Spring Lake project on Farmers Central Road) and the acquisition/rehabilitation of affordable housing rental units (Cherry Glen Apartments on Lincoln Avenue). The grant funds will be used for improvements to three existing parks which located in low-moderate income Census Blocks: City, Everman, and Campbell. The improvements will be constructed over the next two years.

Economic Development

The 2010-2014 Consolidated Plan identified economic development needs as follows:

1) Partner with private commercial developers to redevelop existing underutilized or vacant commercial sites in CDBG eligible areas.
2) Address priority non-residential historic preservation needs in the Historic Downtown Area.
3) Provision of business loans to for-profit entities to carry out economic development, such as growing the industry or business in the City of Woodland.

The 2007, the City established an Economic Development Manager position to carry out economic development goals and objectives. While economic development activities were funded in previous years, no economic development activities with the exception of the City's Utility Assistance Program were undertaken in 2014-2015 with CDBG funds. The funds allowed the City to assist 57 low income households with a total of 166 persons.

In June 2014 Woodland voters approved a sale tax measure known as Measure J and a separate advisory measure that recommends the use of a portion of Measure J funds for utility assistance. In July 2014 the Woodland City Council approved funding utility assistance with up to $75,000 in Measure J funds during FY 2014-15.

The City continues to work on economic development projects and rehabilitation of the historic State Theatre which includes the construction of additional move screens started in 2014-15 with City financial assistance. In 2014 the City Council approved the use of former redevelopment agency bond funds for the State Theatre in Woodland's downtown area and construction of additional theater screens on property adjacent to the State Theatre. The City through a separate project is reconstructing the streetscape on Main Street near and adjacent to the State Theatre. Construction began in late 2014-15 and expected to be completed in September 2015. The funding for the project includes the use of former redevelopment agency bond funds.

At the east end of Main Street the City is reconstructing the streetscape between Third and Sixth Streets. Construction of the project began in late 2014-15 and expected to be completed in September 2015. Funding for the project includes two Community Design Grants awarded by the Sacramento Area Council of Governments.

The City has partnered with the City of Davis for a surface water project that is under construction and expected to be in operation in 2016. Water quality will be improved with the shift to mostly surface water from the current reliance on groundwater. Because of the costs of the surface water project, the need to replace aging water infrastructure, and the need to upgrade wastewater infrastructure, City utility rates have increased several times since approximately 2009.

In 2010-11, the City of Woodland, in partnership with Yolo County, City of Davis, and the City of West Sacramento, established a Business Response Team. This program was funded through ARRA funds through the County Department of Employment and Social Services. The funding served as seed money to further develop the "Rapid Response" program countywide to better serve "displaced employees" affected by the downsizing or closure of business. The County, State Employment Development Department and respective cities made contact with every business in the community over that time period and made presentations to affected employees and human resource departments about what services are available (in the community) for the "laid off employees". The funding deadline expired on March 31, 2011 but the "Rapid Response" program remains in place and the collaboration has implemented a business assistance website countywide called "Tools for Business Success".

B. Affordable Housing

Several priorities related to development, preservation, and rehabilitation of affordable (low and very low income) and market-rate (moderate and above moderate-income) housing were identified in the Strategic Plan including meeting the housing needs of very low income, low income and moderate and above moderate income persons. The following text provides a summary of 2014-15 program year accomplishments related to these priorities.

The City of Woodland's Housing Element of the General Plan identifies the housing needs, inventory of available land for housing, and summary of resources for housing. The Housing Element also establishes programs and policies designed to address the City's housing needs and goals for the planning period. The Housing Element was adopted by the City Council on October 15, 2013, and approved by HCD on August 6, 2013; the update covers the 2013 – 2021 planning period.

The Housing Element identifies actions taken by the City to promote affordable housing. The City offers developers density bonuses if a proposed housing development consists of five or more dwelling units and it meets specific thresholds for providing senior or low- and moderate-income housing units. The City adopted an Affordable Housing Ordinance (6A) in May 2004. The Ordinance promotes the development of affordable housing by private developers. The policy requires all housing development, both ownership and rental projects, to provide certain percentages of affordable units. For-sale projects of at least eight units in size must provide 10% of the total units at prices affordable to low-income homebuyers. Rental projects of at least 10 units in size are required to include 10 percent of their units for low income households and 20 percent of their units for very low-income households or 25 percent of the units for very low-income households. This has resulted in the production of a significant amount of affordable housing in the City as noted below.

In November 2007 the City revised the 6A Ordinance to clarify and improve the implementation of the housing ordinance. Some of the changes include opening the program to moderate income buyers, 120 percent of Area Median Income (AMI); strengthening the design and makeup of units; requiring the dispersion of units; and giving the City the right of first refusal to buy a property that is losing its affordability.

- *Affordable and market-rate housing development in the Southeast Area Specific Plan:*

  Residential construction in the Southeast Area Specific Plan was completed in 2013-14; however, a closed school site (Willow Springs School) may be cleared and sold off for residential development.

- *Affordable and market-rate housing development in the Spring Lake Specific Plan area:*

  The first stages of development within the Spring Lake area began in 2005 with building permits for the first ten affordable units issued in September 2005.

  As required by the Specific Plan, affordable housing units are to be built concurrently with market rate units. The City did not close on any loans for affording units in Spring Lake during the 2014-15 program year, but it entered into a professional services agreement with NeighborWorks Sacramento to provide first time homebuyer down payment and mortgage assistance program services. The City is in the process of restarting its first time homebuyer loan assistance program and will again use the services of NeighborWorks to provide income eligibility reviews/determinations, loan underwriting, and loan documentation preparation for the City's first time homebuyer program. Since 2004, the City has assisted 85 first time homebuyer families purchase homes in Woodland. Most of the homes were produced as a result of the inclusionary housing requirements contained in the City's Spring Lake Affordable Housing Plan and located in the Spring Lake area. Since 2004, the City has used HOME, BEGIN and CalHome grants to assist first-time homebuyers. These programs allowed the City of Woodland to make more for-sale housing units available to low income households in the Spring Lake new growth area and other areas of the City. While the BEGIN and CalHome programs have ended, the City plans to use HOME, BEGIN, and CalHome program income (repaid housing loans) to fund its first time homebuyer program. At this time it is estimated that the City will be able to assist eight to ten families purchase new and resale homes.

- *Other Affordable and market-rate housing development in Woodland:*

  The City of Woodland has a limited capacity for infill development outside the Spring Lake Specific Plan area. Most of the City's large sites for potential infill housing development are located in underutilized areas of the Downtown, including two old railroad yards. Other small site infill opportunities exist around Woodland, including opportunities for both single family and multifamily housing.

The City Council in November 2014 approved a loan in the amount of $163,250 to fund infrastructure work at the Mutual Housing at Spring Lake project. The project opened in March 2015 and provides 61 rental units for lower income households. The infrastructure loan is expected to be disbursed in Fall 2015. Earlier, the City approved and disbursed a pre-development loan of $350,000, and a long-term loan in the amount of $910,000 for construction of the project. The City also deferred payment of more than $750,000 in development impact fees during construction of the project.

C. Continuum of Care/Homeless Services

The City of Woodland participates in the countywide Homeless Coordination Project that provides services to the homeless in Yolo County. The project consists of two components—Homeless Coordination and Cold Weather Shelter. The intent of the Homeless Coordination Project is to:

1) Improve and expand services to homeless and very low-income individuals;
2) Increase funding for local agencies serving the homeless and very low-income individuals;
3) Increase the efficiency with which grant funds are obtained; and
4) Manage and improve the health of non-profit agencies serving the homeless.

As one part of the Project, the City continues its financial commitment of housing monitoring and trust funds for a Yolo County Homeless Coordinator and operation of the Cold Weather Shelter.

The Cold Weather Shelter operated by Fourth & Hope provides shelter to 50 homeless individuals during the four coldest months from November to February. The Phase II facility offers a 5,000 square foot building. The facility is complete with kitchen and dining facilities, a dorm area, along with showers and offices. The homeless shelter is open 365 days a year, significantly improving and expanding the scope and capacity of services provided at the old facility. CDBG funding was allocated in program years 2005-2006 and 2006-2007 to support increased capacity of the program through the construction of the Phase II facility.

The City provides ongoing support for the Cold Weather Shelter through the Homeless Coordination Project (funding for operations) and through CDBG program funds. In the 2014-15 program year the shelter used funding assistance from seven different sources (City of Woodland CDBG, Emergency Solutions Grants, U.S. Department of Veterans Affairs, Countywide Homeless Coordination Project, Emergency Food & Shelter Grant, Yolo County General Assistance, and Greater Access Program) in the total amount of approximately $380,000 to provide emergency shelter and services to 417 persons including 141 female-headed households and serve more than 70,000 meals.

The City and Fourth & Hope Center have received one-year renewable Continuum of Care (CoC) grants from the Department of Housing and Urban Development (HUD) for each calendar year during the period of 2003 - 2014.

In 2014 (2015-16 payment year) the City applied for six separate CoC grants. HUD awarded the City five of the six grants in 2015.

- Reallocation Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $14,803)
- Permanent Supportive Housing Project to Serve Chronically Homeless Individuals (Renewal Grant in the amount of $23,806)
- Transitional Housing Project (Renewal Grant in the amount of $144,998)
- Permanent Supportive Housing Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $24,007)
- Permanent Supportive Housing Project to Serve Chronically Homeless (Grant in the amount of $9,071).

HUD did not award funds for the sixth grant, 2014 Permanent Supportive Housing Bonus Project ($68,026 grant amount). Through the CoC grants, the City and Fourth & Hope have continued their efforts to provide assistance to homeless and at-risk individuals and families in the transition from homelessness to independent living.

During program year 2014-15, the City continued to fund service agencies currently providing emergency services and transitional shelter to Woodland's homeless and at-risk population. The Emergency Food and Shelter program at Fourth & Hope's emergency shelter provided emergency food and shelter services on a daily basis to low-income citizens of the City of Woodland and Yolo County. The Yolo Community Care Continuum received CDBG funding for its New Dimensions Supportive Housing. This program provides housing and supportive services for adults with mental illnesses at risk of homelessness.

In addition, in cooperation with Yolo County and other cities in Yolo County, Woodland is participating in the implementation of the countywide "Ten Year Plan to End Homelessness."

On Thursday, December 4, 2014 at 6:30 p.m. in the Community Room of the Department of Employment and Social Services (25 N. Cottonwood Street, Woodland, CA 95695), the City of Woodland, Yolo County Housing, and Yolo County jointly hosted a workshop discussion on homelessness. The workshop included an overview of identified local needs and information on existing services, as well as an interactive forum and discussion activity to collect insights and questions from meeting participants. There was also local resource information and volunteer opportunity information available at the meeting. This was the second in a series of workshops held in Yolo County. The first one was held in Davis on November 17, 2014 and the final one took place in West Sacramento in 2015.

D. Affirmatively Furthering Fair Housing

The last update to the City's Analysis of Impediments to Fair Housing was completed by the City's Community Services Department and adopted by the Woodland City Council in May 2015. Through this study, the following impediments to fair housing that exist in the City of Woodland were identified:

- *Housing development costs:*
  The total of all housing development costs for a single-family home (1,500 square feet in size) constructed is $276,169.19 including land, site improvements, construction costs, fees and permits. This figure does not include developer profit, marketing, or financing costs.

- *Access to credit:*
  In the aftermath of the Great Recession, lenders have tightened lending standards to a point where many households do not have access to credit. This includes requiring lower debt to income ratios, performing more analysis on income, requiring lower front end ratios, and increasing the costs of private mortgage insurance. The tightening lending requirements and stagnant or declining wages pose significant challenges for homebuyers. However, borrowers who can overcome these obstacles are benefitting from near-historic interest rates for fixed rate 30-year mortgages. Rates are 4% or less in a number of instances.

- *Lack of financial assistance for housing:*
  Unlike many larger jurisdictions, the City of Woodland has very little guaranteed funding that is allocated annually. This annual federal allocation, Community Development Block Grant (CDBG) funding, is not conducive for development of housing. CDBG regulations state that the funding may only be used for development of housing if it is a funding source of "last resort". Additionally, CDBG funds can only be used to assist housing projects if it is not the funding source of "last resort" to aid infrastructure that helps the development as a whole. This lack of funding opportunity requires the City of Woodland to pursue funds competitively from State and other Federal sources. These funds are not guaranteed which affect financing and timing of possible City projects.

  The lack of funding also makes it difficult for the City to aid potential first time homebuyers needing down payment assistance to purchase single family homes. The City submitted grant applications through the State CalHome Program in 2013 and 2014. While the City did not receive funding, program income from repaid CalHome, BEGIN, and HOME housing loans will allow the City to operate its citywide first time homebuyer program for a limited period of time. Unfortunately, the CalHome and BEGIN first time homebuyer programs have been discontinued. While the City is fortunate to have program income available for firs time homebuyers, these funds were acquired over a period of approximately four years. The City's timing to obtain additional funds to assist lower-income homebuyers is uncertain at best.

- *Intrusive public policies, actions, and other requirements:*
  Developments of affordable housing with state or federal funds typically require the payment of prevailing wages, generally equal to union scale, for the projects. These increased costs require the identification of additional funding to finance the project and also impose a regulatory burden on developers, contractors, and local governments to track the payment of wages and other related information.

The City of Woodland adopted the 2013-2021 Housing Element Update in 2013, which identified similar constraints to affordable housing including: availability of financing; land costs; development costs and zoning and other land use regulations.

Actions Taken to Affirmatively Further Fair Housing

During CDBG program year 2014-15, the City continued actions to affirmatively further fair housing and to eliminate barriers to fair and affordable housing, as summarized below:

<u>Fair Housing Hotline Project</u>:
CDBG funding supported fair housing services to Woodland citizens. The Fair Housing Project assists Woodland residents with housing-related legal problems by telephone and through in-person appointments. Legal Services of Northern California (LSNC) enters information for every person assisted by the project into its case management database and reporting program. Staff attorneys assess all housing cases to determine whether the case involves potential discrimination. After interviewing the 296 Woodland residents who sought assistance from LSNC with housing problems, staff determined that clients described legitimate discrimination problems in twenty (20) cases. The type of discrimination included disability (15 cases) age (2 cases), race (2 cases), and familial status (2 cases). The level of service provided in these cases included advice/materials regarding fair housing rights (3 cases); limited action, including writing letters (12 cases); and negotiated settlement (5 cases).

LSNC organized and presented the annual Yolo County Fair Housing Workshop, in collaboration with the City of Woodland and Yolo County Housing, on April 23, 2015. The City of Woodland contributed to the payment for lunch and beverages and assisted with publicity. YCH provided meeting room space, arranged for parking, and assisted with publicity. LSNC coordinated the event and obtained speakers, including Katherine Brady and Renee Williams from the National Housing Law Project, who spoke about changes to the laws protecting victims of domestic violence, stalking, dating violence, and sexual assault and housing formerly incarcerated individuals. Jamie Rodny from the U.S. Department of Housing and Urban Development provided an overview of fair housing laws and discussed handling reasonable accommodation and reasonable modification requests. She also briefly discussed service, companion, emotional support, and other assistance animals. The workshop was attended by 95 property managers and landlords. LSNC continues to provide informational brochures to clients in Spanish and English concerning fair housing issues.

The City of Woodland's demographic makeup shows a large number of Spanish-speaking households. In recognition of this, fair housing educational materials are printed and distributed in both Spanish and English. Bi-lingual production of these materials has proven a successful tool of community outreach and education.

Zoning Ordinance Amendments:
The City has also implemented new policies that will alleviate the potential impediment to fair housing through the public review process for approval of residential projects. In May 2004, several amendments to the City's Zoning Ordinance were adopted. These amendments were aimed at removing barriers to affordable and multifamily housing. Prior to the amendments, a Conditional Use Permit (CUP) was required for multifamily projects located in infill areas of the City. The amendments removed this requirement, so multifamily projects only need review for design, zoning, and General Plan conformity for approval.

Reasonable Accommodation Ordinance:
In July 2004 the City of Woodland adopted another Zoning Ordinance amendment to establish clear criteria for staff to evaluate requests for reasonable accommodation under existing codes and standards to allow access to housing for disabled persons. The intent of the ordinance is to facilitate the process for making such a request, thereby furthering fair housing within the City.

Fair Housing Policies and Objectives:
The following policies and objectives directed towards furthering fair housing in the City of Woodland have been established, and continue to be utilized through the City's fair housing and affordable housing efforts:

- *Fair Housing Policies:*

  1) To assure equal housing opportunities to all without regard to race, color, religion, sex, national origin, ancestry, marital status, or physical handicap;
  2) To take positive steps to assure that all segments of the population are aware of their rights and responsibilities regarding fair housing;
  3) To ensure that fair housing practices are applied to all housing offered within the City; and
  4) To encourage cooperation from the housing industry.

- *Fair Housing Policy Objectives:*

  1) To document discriminatory practices;
  2) To educate the public and the housing industry regarding applicable rights and responsibilities regarding fair housing;
  3) To assist victims of discrimination in seeking legal recourse;
  4) To expand housing opportunities for minorities; and
  5) To reduce the level of discrimination within the community.

E. Other Actions

During the 2014-2015 CDBG program year, the City of Woodland continued a number of actions related to the stated objectives and goals of the Consolidated Plan, as described in the following text.

Reduction of Lead-Based Paint Hazards

In order to reduce and abate lead-based paint hazards, the City of Woodland provided information and technical assistance to individuals undertaking home improvement projects. When CDBG funds are available for the City's Housing Rehabilitation Program, a portion of these funds are made available for lead assessment and abatement services.

Other Actions to Assist Persons and Families At-Risk of Homelessness

In 2014-15, Fourth & Hope received CDBG funding to provide emergency shelter and emergency services to homeless persons. Separately, the City funded the countywide homeless coordination project with Yolo County and the other cities in Yolo County. Half of the City's 2014-15 contribution funded Fourth & Hope's shelter during the winter months and the other half was used to pay for a countywide homeless coordinator.

Overcoming Gaps in Institutional Structures

In an effort to eliminate gaps in institutional structures, the City remains actively involved with outside agencies and regional governmental entities. The City coordinates with Yolo County Housing which operates public housing facilities in the county to address affordable housing needs related to Section 8 and public housing activities, the County Homeless Coordinator along with various non-profit organizations to maximize resources for the provision of services to the homeless population, and the Yolo County Department of Environmental Health and the Code Compliance Division of the City's Community Development Department to address substandard housing conditions.

Reduction of the Number of Persons Living Below the Poverty Level

The City of Woodland relies on the cooperation and coordination of a wide range of service providers to assist in the effort to help individuals and families become self-sufficient. The City is a partner in this relationship through its provision of funding to public service agencies along with its programs and policies aimed at affordable housing production. During the 2014-15 fiscal year, the City allocated a total of $76,239 in CDBG funds to public service agencies for various programs to assist the homeless and/or low and moderate-income individuals and families. Through the assistance provided for Section 8 Housing Vouchers through Yolo County Housing, households are assisted with housing costs reducing the burden this places on low income families.

Compliance with Program and Comprehensive Planning Requirements

As the administrating agency for the City's Community Development Block Grant program, the Community Services Department is responsible for ensuring that the monitoring of all aspects of the CDBG program is adequately completed. These responsibilities include the necessary environmental review and National Environmental Protection Act (NEPA) clearance for activities, Davis-Bacon labor standards compliance on all applicable projects, and program monitoring for all CDBG-funded projects and programs.

Appropriate program documentation is maintained for all projects, such as environmental review records and documents related to federal labor standards compliance. The City also requires its subrecipients to maintain programmatic documentation, including some or all of the following:

1) Address of activity;
2) Name of household or person served by activity;
3) Income category of household or person;
4) Race/ethnicity of household or person;
5) Total number of households or persons assisted;
6) Funding source used for activity; and
7) Type of assistance provided by the activity.

These sub-grantees are expected to be monitored annually through on-site visits to ensure all regulatory requirements are being met and that accomplishments and program beneficiary information is reported to the City in an accurate and timely manner. Subrecipients are also monitored through written monthly, quarterly, and/or yearly reports that are required to be submitted to the City. During the 2014-15 program year quarterly and annual reports were submitted by nine public services subrecipients.

The City conducted monitoring of its subrecipients for the 2014-15 program year. For most subrecipients site visits were completed. One area for improvement identified during monitoring from the previous program year is the preparation of construction contract documents by subrecipients. City staff prepared "template" construction contract and related documents in 2014-15 and these were used for two projects that were under construction during the program year.

F. Leveraging Resources

As previously mentioned, the City and Fourth & Hope have received one-year renewable Continuum of Care (CoC) grants from the Department of Housing and Urban Development (HUD) for each calendar year during the period of 2003 - 2014.

In 2014 (2015-16 payment year) the City applied for six separate CoC grants. HUD awarded the City five of the six grants in 2015.

- Reallocation Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $14,803)
- Permanent Supportive Housing Project to Serve Chronically Homeless Individuals (Renewal Grant in the amount of $23,806)
- Transitional Housing Project (Renewal Grant in the amount of $144,998)
- Permanent Supportive Housing Project to Serve Chronically Homeless Families (Renewal Grant in the amount of $24,007)
- Permanent Supportive Housing Project to Serve Chronically Homeless (Grant in the amount of $9,071).

HUD did not award funds for the sixth grant, 2014 Permanent Supportive Housing Bonus Project ($68,026 grant amount). Through the CoC grants, the City and Fourth & Hope have continued their efforts to provide assistance to homeless and at-risk individuals and families in the transition from homelessness to independent living.

G. Citizen Comments

As prescribed by HUD's Public Participation Process, the City of Woodland published a notice announcing the availability of the 2014-15 CAPER for public examination and citizen comment. The City's notice was printed in the Daily Democrat on August 27, 2015. A copy of the published notice is included in this CAPER (Appendix C. Proof of Public Notice). A draft copy of the CAPER was made available at the Community Services Department (2001 East Street, Woodland, CA 95776) and at City Hall in the Community Development Office, 300 First Street, Woodland, California, 95695 and on the City website for at least 15 days pursuant to the City's Citizen Participation Plan. ***Update with citizen comments received.*** No citizen comments were received on the CAPER.

H. Self-Evaluation

The Self-Evaluation section of the CAPER narrative allows jurisdictions the opportunity to provide an analysis of their efforts and accomplishments in meeting their Consolidated Plan goals and objectives. The following questions have been provided by HUD to assist jurisdictions in completing their self-evaluation:

Are the City's activities and strategies making an impact on identified needs; and what indicators would best describe the results?

The City of Woodland's efforts to provide social services have continued to make a positive impact on the community development needs of the area. Through CDBG grants to programs providing food, shelter, and other vital services, the City has made a significant impact in providing for homeless assistance and prevention through continuum of care homeless programs. Public services funding has also provided for senior programs and youth programs, which were identified as a high priority, and serves at-risk populations. Over the past year the City has made progress toward the accomplishment of its Consolidated Plan goals.

The City has continued to make progress in its effort to provide affordable housing for very-low, low, and moderate income levels through the implementation of the affordable housing ordinance (Chapter 6A of the Woodland Code).

In 2014-15 the City did not provide loans for first time homebuyers. However, during program year 2014-15, the City entered into a professional services agreement with NeighborWorks Sacramento to provide first time homebuyer down payment and mortgage assistance program services. The City is in the process of restarting its first time homebuyer loan assistance program and will again use the services of NeighborWorks to provide income eligibility reviews/determinations, loan underwriting, and loan documentation preparation for the City's first time homebuyer program. Since 2004, the City has assisted 85 first time homebuyer families purchase homes in Woodland. Most of the homes were produced as a result of the inclusionary housing requirements contained in the City's Spring Lake Affordable Housing Plan and located in the Spring Lake Specific Plan Area. Since 2004, the City has used HOME, BEGIN and CalHome grants, as well as smaller amounts of CDBG and Redevelopment funds to assist first-time homebuyers. These programs allowed the City of Woodland to make more for-sale housing units available to low income households in the Spring Lake new growth area and other areas of the City. While the BEGIN and CalHome programs have ended and the State dissolved redevelopment agencies in 2012, the City plans to use HOME, BEGIN, and CalHome program income (repaid housing loans) to fund its first time homebuyer program. At this time it is estimated that the City will be able to assist eight to ten families purchase new and resale homes.

The CDBG program has also provided funding for public facilities improvements to assist special needs populations including foster children, seniors, and the mentally ill.

The CDBG Program continues to have a big impact on the community as measured by the large amount of people served through CDBG-funded public service agencies. Several of the organizations that make up the fabric of social service in the Woodland community depend on their CDBG funding to provide essential services to those in need.

What barriers may have a negative impact on fulfilling the strategies and the overall vision?

Limited and declining funding resources continue to be the primary negative impact on fulfilling the strategies and the overall vision of the Consolidated Plan. This situation has been further impacted by the dissolution of the City's redevelopment agency as a result of the 2011 passage of AB 1x 26. This reality will continue to pose a challenge for the City and local service providers to be resourceful and creative in order to maintain current levels of service for future program years.

The City works with an active network of public service and non-profit agencies to target every possible source of funding for programs and projects within the City and County. Along with CDBG funds, Federal Continuum of Care funds have been utilized by the City for a number of years to further the objectives of the Consolidated Plan. Other Federal, State, and local sources of affordable housing financing are also targeted to assist in the development of housing for low and moderate-income households.

What is the status of the City's grant programs and are any activities or types of activities falling behind schedule?

Public service agencies that provide social services have continued to maintain a strong record of timeliness in spending CDBG funds. There continues to be delays in the completion of some of the subrecipient construction projects. For the three construction projects fund during the program year, one was under construction before the end of the program year, a second was in the process of completing environmental review (NEPA Environmental Assessment), and the third one being delayed to Summer 2016 in order to combine construction with another project. City staff in 2014-15 worked closer with subrecipients on their construction projects than in the past. For example, staff assisted prior and current year subrecipients with the construction bid process. Staff will continue to assist subrecipients in moving their construction projects forward, particularly with the requirements of the CDBG program. Progress has been made during the 2014-15 program year as seven public facilities improvement projects completed construction, made substantial progress with construction, or were closed out with final drawdowns being made.

The seven projects include St. John's backup Generator Conversion (FY 2011-12 funding), City of Woodland ADA Accessibility Program (FY 2012-13 funding), Sacramento Valley Historic Railways Train Depot (FY 2012-13 funding), Friends of the Mission Walter's House Improvement (FY 2013-14 funding), City of Woodland ADA Accessibility Program (FY 2013-14 funding), GRID Alternatives Housing Rehabilitation (FY 2013-14 funding), and St. John's Backflow (FY 2014-15 funding).

It is the intent of the City to always maintain its available funding below HUD's Performance Policy cap, and efforts have been made to ensure timely expenditure of funds by all City grantees. HUD's regulations require that cities have no more than 1.5 times their annual grant (entitlement) amount unspent. On May 2, 2015 HUD determined that Woodland's ratio was 1.16. The ratio was adjusted for grant program income (repaid CDBG loan funds).

In consideration of the need to meet HUD's timeliness expenditure of funds requirement, City staff will continue to monitor and maintain close contact with CDBG-funded projects and programs which fall behind schedule of completion.

Are grant disbursements timely, and do actual expenditures differ substantially from letter of credit disbursements?

The City of Woodland continued to make progress in expending CDBG funds from current and prior year activities during the 2014-15 program year as mentioned above.

Typically about half of the public services grantees' grant disbursements are completed monthly and the other half is completed on a quarterly basis. The only exception is for public facility projects, which receive grant disbursements upon project's completion or by construction progress reimbursements. The City's drawdowns from the IDIS system are regularly prepared and authorized on a quarterly basis. The City will continue to work to maintain this standard to ensure CDBG funds are being drawn down on a regular and timely basis.

Staff is not aware of any substantial differences between actual expenditures and letter of credit disbursements. Both the Community Services Department and the City of Woodland Finance Department maintain accurate records of expenditures which are reconciled quarterly with expenditure reports generated from the IDIS system.

Are major goals on target?

The City's progress towards meeting the goals stated in the Consolidated Plan has substantially been met. Public services needs and public facility needs have been addressed resulting in services for seniors, foster youths, non-foster youths, mentally ill adults, homeless persons and those at risk of homelessness.

Other goals of the Consolidated Plan, such as stated strategies and objectives related to affordable housing and fair housing have substantially been met as a result of programs, policies, and resources put to use by the City. The City also met priority public improvements objectives by providing for infrastructure improvements including ADA.

What, if any, adjustments or improvements to strategies and activities might meet your needs more effectively?

For the 2010-14 Consolidated Plan, the City made progress on substantially accomplishing its stated goals during the five-year timeframe. Construction projects at times may present challenges for subrecipients and the City's CDBG staff will continue to provide assistance that will allow subrecipients to shorten the time it takes for completing their projects. It is expected that staff will continue to assist subrecipients with the construction bid process.

IV. CDBG PROGRAM YEAR 2014-2015 NARRATIVE STATEMENT

This section of the CAPER provides the required narrative statements for issues specifically applied to the Community Development Block Grant Program, as follows:

Nature and Reasons for Changes in Program Objectives

During the 2014-15 program year, no changes were made to the Community Development Block Grant Program objectives identified in the City's 2010-14 Consolidated Plan.

Grantee Efforts in Carrying out Planned Actions of the 2014-15 Action Plan

The City funded nine public service programs in 2014-15 and all of the programs completed their activities prior to July 1, 2015. For CDBG projects, seven projects funded in 2014-15 or in prior years completed construction, made substantial progress with construction, or were closed out with final drawdowns completed.

The seven projects include St. John's backup Generator Conversion (FY 2011-12 funding), City of Woodland ADA Accessibility Program (FY 2012-13 funding), Sacramento Valley Historic Railways Train Deport (FY 2012-13 funding), Friends of the Mission Walter's House Improvement (FY 2013-14 funding), City of Woodland ADA Accessibility Program (FY 2013-14 funding), GRID Alternatives Housing Rehabilitation (FY 2013-14 funding), and St. John's Backflow (FY 2014-15 funding).

Funds not Used Exclusively for Three National Objectives

City of Woodland CDBG funds were not expended for programs that did not meet one of the three national objectives of the CDBG program.

Displacement as a Result of Acquisition, Rehabilitation, or Demolition of Occupied Real Property

There was no displacement of residential or business properties as a result of acquisition, rehabilitation, or demolition activities during the 2014-15 program year.

Limited Clientele

The City did not serve any limited clientele that did not qualify on an income basis or meet the category of presumed benefit limited clientele with its 2014-15 CDBG program year funds.

HUD-Approved Neighborhood Revitalization Strategies

The City does not have a HUD-approved Neighborhood Revitalization Strategy.

Program Income

During the 2014-15 program year, the City of Woodland received loan repayments in the amount of $28,839.22. This amount was receipted as program income through IDIS in July 2015 and has been programmed as part of the City's Fiscal Year 2014-15 Action Plan. The funds were generated through the repayment of an owner-occupied housing rehabilitation loans, two micro-enterprise loans, and a loan for a mobile home park rehabilitation.

The City of Woodland depends heavily on its CDBG entitlement and Program Income funds to address pressing community development and social service needs. The additional CDBG funds made available to the City for eligible uses through Program Income provide a beneficial supplement in the City's effort to carry out its Consolidated Plan strategies and objectives.

V. APPENDICES

The following list of additional information including: previous years CDBG summary table; IDIS Reports, and proof of publication have been included with this CAPER as Appendices:

A. Summary Assessment of Expenditures for 2010-2014 Five-Year Strategic Plan Goals and Objectives

B. IDIS Reports

C. Proof of Public Notice

D. APPENDIX A

SUMMARY ASSESSMENT OF EXPENDITURES FOR 2010-2014 FIVE-YEAR STRATEGIC PLAN GOALS AND OBJECTIVES

Community Development Block Grant
Summary Assessment of Five-Year Consolidated Plan Expenditures
Year 5 – July 1, 2014 to June 30, 2015

STRATEGIC PLAN OBJECTIVE CATEGORY	ACTIVITY/DESCRIPTION	FY	BUDGETED	EXPENDED	DIFFERENCE
Housing/Rehabilitation	YCCC Supportive Housing Rehab	2009	$69,631.10	$58,856.04	$10,775.06
	Section 108 Loan Payment	2014	$102,595.00	$102,595.00	$0.00
	Affordable Housing for Seniors				
	Women's Residential Treatment and Housing Facility				
	Woodland Summer House Accessible Entrance Project	2010	$11,000.00	$11,000.00	$0.00
	Heidrick Ranch Duplex Build - Yolo Habitat for Humanity	2010	$38,983.00	$38,983.00	$0.00
	Cottonwood Meadows Rehab Project - New Hope CDC	2010	$43,000.00	$43,000.00	$0.00
	St. John's Generator Conv (1)(2)	2011	$10,000.00	$8,071.63	$1,928.37
	FOM Afford Hsng Proj for Families	2012	$25,000.00	$25,000.00	$0.00
	FOM Walter's House Improvement	2013	$26,584.00	$26,584.00	$0.00
	GRID Alternatives Housing Rehab	2013	$14,396.00	$14,396.00	$0.00
		Subtotal	$341,189.10	$328,485.67	$12,703.43
Homeless Prevention	STEAC - Homeless Prevention Program				
	YWC Day Services/Emergency Food & Shelter	2010	$15,000.00	$15,000.00	$0.00
		2011	$9,004.00	$9,004.00	$0.00
		2012	$9,136.00	$9,136.00	$0.00
		2013	$11,171.00	$11,171.00	$0.00
		2014	$10,250.00	$6,499.12	$3,750.88
		Subtotal	$54,561.00	$50,810.12	$3,750.88
Economic Development	Microenterprise Loan Program				
	Neighborhood Enhancement/Code Compliance				
	COW Utility Assistance Program (2)	2010	$4,245.00	$4,245.00	$0.00
		2012	$6,000.00	$6,000.00	$0.00
		2013	$7,361.26	$7,361.26	$0.00
		2014	$10,000.00	$10,000.00	$0.00
		Subtotal	$27,606.26	$27,606.26	$0.00

General Public Services	Fair Housing Hotline	2010	$10,000.00	$10,000.00	$0.00
		2011	$10,000.00	$10,000.00	$0.00
		2012	$10,000.00	$10,000.00	$0.00
		2013	$10,000.00	$10,000.00	$0.00
		2014	$10,000.00	$5,000.00	$5,000.00
	New Dimensions Supportive Housing - YCCC	2011	$6,000.00	$6,000.00	$0.00
		2012	$6,000.00	$6,000.00	$0.00
		2013	$8,068.00	$8,068.00	$0.00
		2014	$10,249.00	$5,124.48	$5,124.52
	Home Delivered Meals - Elderly Nutrition	2010	$10,000.00	$10,000.00	$0.00
		2011	$9,000.00	$9,000.00	$0.00
		2012	$10,000.00	$10,000.00	$0.00
		2013	$9,929.00	$9,929.00	$0.00
		2014	$10,740.00	$10,740.00	$0.00
	Homeless Youth Support Services – Yolo Family Resource Ctr (2)	2010	$9,835.00	$9,816.13	$18.87
	Literacy Council S.T.E.P. Program	2010	$9,873.00	$9,873.00	$0.00
		2011	$8,000.00	$8,000.00	$0.00
General Public Services		2012	$6,500.00	$6,500.00	$0.00
	Low Income Counseling - Yolo Family Service Agency	2011	$6,000.00	$6,000.00	$0.00
	Enough to Eat - Food Bank	2010	$15,000.00	$15,000.00	$0.00
		2011	$9,000.00	$9,000.00	$0.00
	Moving Out Mentors				
	Adult Day Health Transportation				
	Shelter Program/Wallace and Vannucci Center				
	Teen Success - PPMM	2010	$9,873.00	$9,873.00	$0.00
		2011	$6,000.00	$6,000.00	$0.00
		2012	$6,500.00	$6,500.00	$0.00
		2013	$8,166.00	$8,166.00	$0.00
		2014	$6,000.00	$3,000.00	$3,000.00
	COW Recreation Scholarships	2011	$6,000.00	$6,000.00	$0.00
		2013	$7,447.00	$7,447.00	$0.00
	Health Services - CommuniCare	2012	$7,000.00	$7,000.00	$0.00
		2013	$7,447.00	$7,447.00	$0.00
	NCCTC Project Hope for Children	2014	$6,000.00	$6,000.00	$0.00
	Woodland In-Home Respite				
	YFRC Homeless Rapid Re-Housing	2014	$7,000.00	$3,669.37	$3,330.63
	CASA-AmeriCorps Partnership	2014	$6,000.00	$643.75	$5,356.25
		Subtotal	$277,627.00	$255,796.73	$21,830.27

Planning and Administration	CDBG Administration	2010	$126,108.00	$126,108.00	$0.00
		2011	$105,325.00	$105,325.00	$0.00
		2012	$81,514.00	$81,514.00	$0.00
		2013	$92,900.00	$92,900.00	$0.00
		2014	$99,706.63	$90,784.25	$8,922.38
		Subtotal	$505,553.63	$496,631.25	$8,922.38
Public Facilities	COW ADA Accessibility Improvements	2010	$186,971.32	$186,971.32	$0.00
		2011	$84,731.46	$84,731.46	$0.00
		2012	$150,000.00	$150,000.00	$0.00
		2013	$158,116.99	$149,820.75	$8,296.24
		2014	$125,343.00	$0.00	$125,343.00
	COW Series Street Lighting	2011	$160,000.00	$160,000.00	$0.00
	Sac Valley Hist Railways Train Depot	2012	$64,921.00	$41,135.70	$23,785.30
	St. John's - ADA Compliance (ph 2)	2010	$16,800.00	$16,800.00	$0.00
	St. John's - ADA ramp	2011	$15,000.00	$15,000.00	$0.00
	St. John's Weather Walkway	2012	$25,000.00	$25,000.00	$0.00
	St. John's Backflow	2014	$33,000.00	$300.00	$32,700.00
	YCCC Haven House Repairs (3)	2011	$51,567.90	$51,567.90	$0.00
	WCC Training Project (4)	2011	$22,000.00	$0.00	$22,000.00
	YCH Site Prep for Facility (4)	2011	$12,000.00	$12,000.00	$0.00
	COW City Hall ADA Restrooms (1)	2011	$60,000.00	$60,000.00	$0.00
	CommuniCare Clinic BP Fees (1)	2011	$50,000.00	$50,000.00	$0.00
	Yolo Family Services Agency HVAC	2013	$23,993.00	$23,993.00	$0.00
	YCH Site Prep for Facility	2013	$74,997.00	$34,728.20	$40,268.80
	YCH Abate/Demo 1224 Lemen Bldg	2014	$94,033.00	$225.00	$93,808.00
		Subtotal	$1,408,474.67	$1,062,273.33	$346,201.34
	TOTAL		$2,615,011.66	$2,221,603.36	$393,408.30

(1) Projects funded through 2011-12 Program Income Amendment.

(2) Defunded remaining balances.

(3) Project funding includes $12,368.90 allocated through 2012-2013 HUD Amendment.

(4) Projects funded through re-programming of FY 2011-12 funds.

APPENDIX B

IDIS REPORTS

APPENDIX C

PUBLIC NOTICE

PUBLIC NOTICE
CITY OF WOODLAND
CONSOLIDATED ANNUAL
PERFORMANCE REPORT
FOR FY 2014-2015

Notice is hereby given that the City of Woodland's Community Services Department has completed its Consolidated Annual Performance Evaluation Report (CAPER) for the period of July 1, 2014 to June 30, 2015. The CAPER concerns the overall use of Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development (HUD) in relationship to the needs of the community as outlined in its Consolidated Plan.

The City's overall objective in the CDBG program is the development of viable communities by providing decent housing, a suitable living environment, and expansion of economic opportunities primarily for low-to-moderate income persons.

All persons interested in reviewing the CAPER may inspect the report at the City of Woodland, Community and Senior Center, 2001 East St., Woodland, CA 95776 or at www.cityofwoodland.org. Questions or comments may be directed to Dan Sokolow at (530) 661-5927 or dan.sokolow@cityofwoodland.org on or before September 11, 2015.

AVISO PÚBLICO
CIUDAD DE WOODLAND
INFORME CONSOLIDADO ANUAL DE RESULTADOS
DEL 2014-2015

El aviso se da por este medio que la cuidad de Woodland ha terminado el Informe Consolidado Anual de Resultados para el período del 1 de julio de 2014 al 30 de junio de 2015. El Informe Consolidado Anual de Resultados se refiere al uso total de los fondos de Desarrollo de la Comunidad de la ciudad de Woodland (Community Development Block Grant - CDBG) recibidos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos en la relación a las necesidades de la comunidad conforme a su plan consolidado.

El objetivo general de la ciudad en el programa de CDBG es el desarrollo de comunidades viables por el proveo de viviendas adecuadas, un medio ambiente apropiado, y la extensión de oportunidades económicas principalmente para las personas de ingresos bajos a moderados.

El Informe Consolidado Anual de Resultados está disponible para la revisión pública en el Departmento de Servicios Comuntarios de la Ciudad de Woodland. Localizado en 2001 East St., Woodland, CA 95776 o en www.cityofwoodland.org. Favor de comunicarse con Dan Sokolow, al (530) 661-5927 o a dan.sokolow@cityofwoodland.org si tiene preguntas o comentarios antes del 11 de Septiembre de 2015.

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CITY OF WOODLAND
CONSOLIDATED ANNUAL
PERFORMANCE REPORT
FOR FY 2014-2015

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300 First Street
Woodland, CA 95695

Legislation Text

22.

File #: 16-122, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: License Agreement with Democrat Investors - Outdoor Dining Patio in Heritage Plaza

Recommendation for Action: Staff recommends that the City Council adopt Resolution No._ _____, authorizing the City Manager to enter into a License Agreement with Democrat Investors, LLC for outdoor dining in Heritage Plaza associated with the tenant space at 701 Main Street.

Staff Contact

Ken Hiatt, Community Development Director - (530) 661-5930, ken.hiatt@cityofwoodland.org

Fiscal Impact

The fiscal impact to the city is direct general fund revenue of approximately $1,000 per year. The Democrat Investors, LLC have tentatively agreed to a 10 year License Agreement, generating total of $10,000 over the term of the agreement. Costs of installing and maintaining the patio improvements will be paid for by Democrat Investors and/or their tenant. Enhancing the downtown as a dining entertainment destination can contribute to sales taxes and overall economic vitality.

Council Goals

Strengthen Downtown-promotes the revitalization of the Downtown District as the Heart of the City, and the center of civic activity.

Background

Recently, Democrat Investors, LLC purchased the Daily Democrat building located at 711 Main Street. The owners have made significant reinvestment in the approximately 16,000 square foot building. The building space adjacent to the plaza has been leased to a local wine tasting room, Uvaggio Wine Bar, and interior renovations are nearing completion. The building owners and tenant desire to improve the adjacent plaza space into an enclosed outdoor patio space for the wine bar. The City Council had previously approved the issuance of a license agreement in 2013 to accommodate a prospective restaurant tenant that was under negotiations for a larger space in the building. The restaurant ultimately did not lease the space and the license agreement therefore was not executed.

In addition to the plaza seating area, the previously approved license agreement allowed for a grease interceptor and trash enclosure area to be located within the city's property behind the building. The annual license fee was to be $3,000. The tenant space adjacent to the plaza has subsequently been reduced significantly in size and the need to locate a grease trap and trash enclosure within the city's property behind the building is no longer needed. Due to the changes, Democrat Investors are requesting modification to this license agreement to reduce the annual license fee to $1,000. The property owner/tenant will be pay for all improvements to the patio. Design of the patio improvements is still being finalized but will consist of decorative perimeter fencing, lighting, a fire pit/water feature, landscaping, and pavement improvements. The existing drinking fountain will be removed and the bermed landscaping behind the brick wall will be partially modified to accommodate café seating area. All improvements will be reviewed by the City as part of the Design Review and Building Permit process and prior to any work being performed.

The City Council, and more specifically the Council's Downtown Subcommittee, have been focusing on ways to continue the revitalization and spur additional private reinvestment downtown. The requested License Agreement will allow help improve the viability of the adjacent use and provide outdoor seating that will help activate Heritage Plaza on a daily basis.

Discussion

Staff and the property owner have negotiated draft terms for the License Agreement as summarized below.

Draft Terms for License Agreement

Term:

5 years with a 5-year extension option. City retains right to revoke License Agreement due to failure to perform under conditions of agreement. City has unilateral right to also cancel or amend the agreement upon 12 month notice if license agreement and/or associated improvements conflict with City's need to maintain or desire to make improvements or otherwise redevelop its property.

License Fee:

Licensee shall pay to City an annual fee of $1,000 for the initial term. Licensee and City shall meet and confer regarding the License Fee for the extended term shall be adjusted subject to meet and confer between Licensee and City no later than 90 days prior to the expiration of the initial term.

Hours of Operation

The hours of operation within the patio area shall be the same as the adjacent restaurant use. Service and consumption of alcoholic beverages on the patio not permitted after 11pm as approved by Zoning Administrator.

Improvements:

The License Area is proposed to be licensed AS-IS. The Licensee shall be responsible for all costs and perform all work associated with improvements to the license area, including but not limited to: pavement/sidewalks, landscaping/irrigation, decorative fencing, tree pruning, lighting, relocation of water fountain, installation of grease trap interceptor, underground utility connections, and repair/stabilization of brick retaining wall. All improvements are subject to the review and approval of the City prior to commencing improvements and no modifications will be permitted without prior written approval of the City.

Maintenance

Licensee shall maintain the License Area in good condition and repair.

Utilities:
Licensee shall provide and pay for all utilities necessary to serve License Area.

Liability Insurance.
Licensee shall indemnify, defend and hold City harmless and maintain from the effective date of License Agreement, a minimum combined single limit and general aggregate limit of liability of at least $1million.

If approved, staff will incorporate these terms into a formal license agreement in consultation with the City Attorney prior to finalizing the Agreement.

Recommendation for Action

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a License Agreement with Democrat Investors, LLC for outdoor dining in Heritage Plaza associated with the tenant space at 701 Main Street.

Prepared by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments: Resolution
License Area

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH DEMOCRAT INVESTORS, LLC TO USE A PORTION OF HERITAGE PLAZA FOR OUTDOOR SEATING AT THE ADJACENT RESTAURANT LOCATED AT 701 MAIN STREET

WHEREAS, the City of Woodland is the owner of Heritage Plaza, a city park in Historic Downtown Woodland located at 701 Main Street; and

WHEREAS, the owner of 701 Main Street has leased the tenant space to Uvaggio Wine Bar and desires to use a portion of Heritage Park adjacent to the building for outdoor seating, as shown in the attached Exhibit A; and

WHEREAS, the parties desire to enter into an agreement whereby the property owner will lease a portion of Heritage Park from the City for $1,000 a year, for ten years; and

WHEREAS, the addition of outdoor seating area on the plaza will enhance the plaza as a public space by adding regular use and activity in the plaza; and

WHEREAS, the License Area will be provided in an "As-Is" condition, and the Licensee shall be responsible for all costs and perform all work associated with improvements to the License Area**.**

NOW, THEREFORE, BE IT RESOLVED that: The City Council of the City of Woodland authorizes the City Manager to enter into a License Agreement with Democrat Investors, LLC for use of Heritage Plaza pursuant to the terms set forth in the staff report and provided that the license fee shall be no less than $1,000 per year.

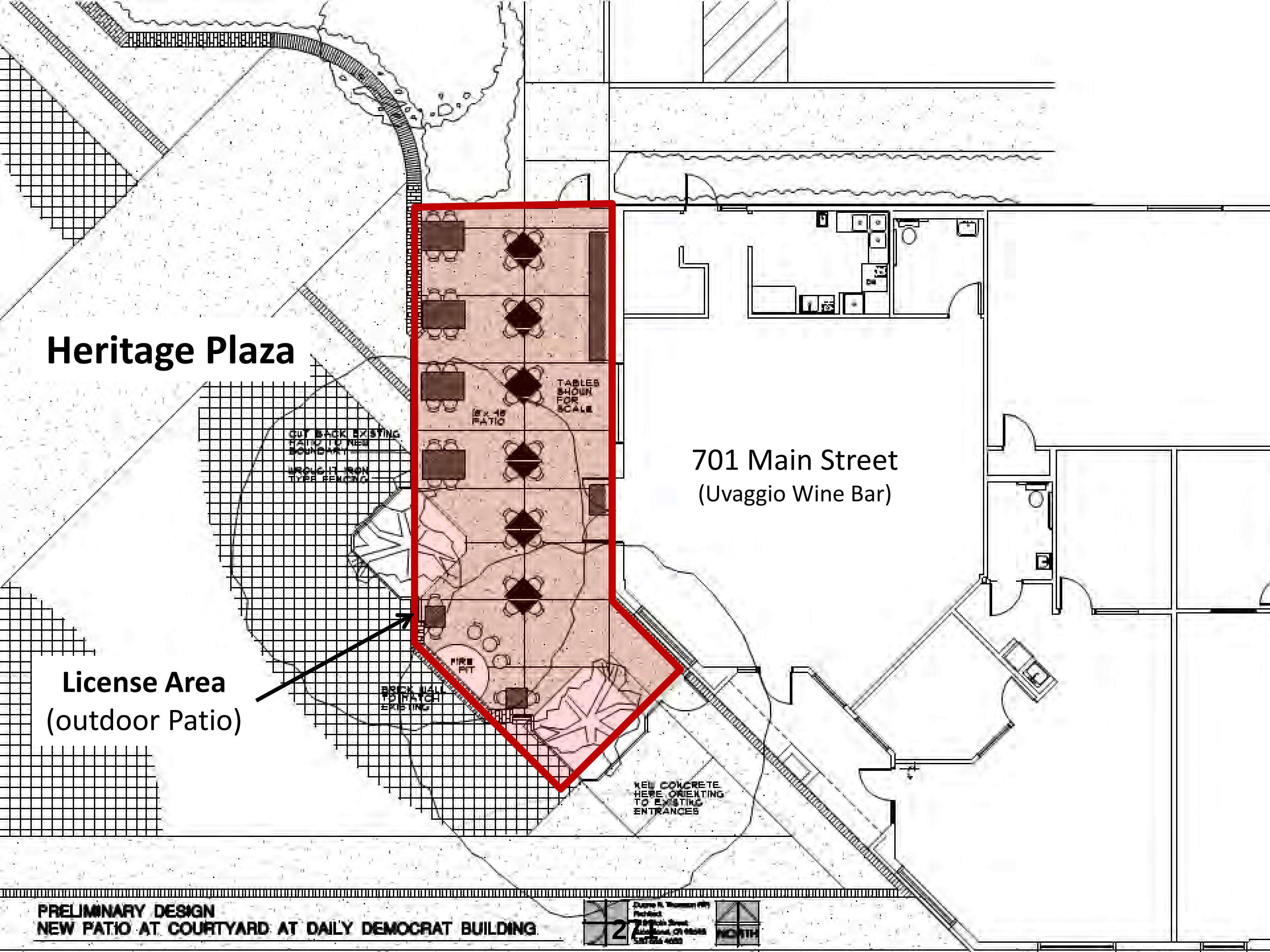
PASSED AND ADOPTED by the City Council this 15th day of September, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST: **APPROVED AS TO FORM:**

________________________ ______________________________
Ana B. Gonzalez, City Clerk Kara K. Ueda, City Attorney


Heritage Plaza
701 Main Street
(Uvaggio Wine Bar)
License Area
(outdoor Patio)
TABLES SHOWN FOR SCALE
FIRE PIT
NEW CONCRETE HERE, ORIENTING TO EXISTING ENTRANCES
PRELIMINARY DESIGN
NEW PATIO AT COURTYARD AT DAILY DEMOCRAT BUILDING
NORTH

File #: 16-121, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: City Hall Annex - Woodland Opera House Re-Use

Recommendation for action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving the first amendment to the Building Lease Agreement between the City of Woodland and the Woodland Opera House for the City Hall Annex (520 Court Street); and
2. Approve a budget adjustment allocating an additional $140,000 in Measure E funding toward building improvement costs in support of the Woodland Opera House's reuse of the City Hall Annex for theatre and dance educational programming.

Staff Contact

Ken Hiatt, Community Development Director, (530) 661-5930, ken.hiatt@cityofwoodland.org

Fiscal Impact

The recommendation would allocate an additional $140,000 of Measure E (MSE) funding toward the renovation of the City Hall Annex (CIP #15-11). On December 2, 2014, the City Council approved $475,000 of funding toward this project, $275,000 from the sale proceeds from the State Theatre and $200,000 of supplemental MSE funds with $12,000 still remaining from the initial project study available to the project. The proposed recommendation would increase the City's total funding commitment to the project to $627,000.

When MSE was approved, funding for the expansion of the Woodland Opera House was incorporated into the anticipated expenditure plan. To date, the City has spent approximately $590,000 improving facilities (ADA/restrooms) at the historic Opera House and preparing plans for expansion adjacent to the building and assessing the City Hall Annex option. Additionally, $275,000 of MSE funding was used to acquire the State Theatre for the potential reuse of the theater by the Opera House as dance and performance space. This funding was restored with the sale of the theater property earlier this year and reprogrammed to the City Hall Annex - Opera House Reuse project.

The MSE fund ended FY2014/15 with fund balance approximately $300,000 higher than budgeted due to higher than projected revenues from Park Development Impact fees and slightly higher MSE revenue. The Park Impact fees are used to pay the debt service on the Sports Park/Community & Senior Center Bonds. The MSE fund backfills any shortfall on the debt service through a long term loan previously approved by Council. The additional Park Development fee revenue meant less Measure E funding was needed in FY 2014/2015 to backfill these payments and is therefore available as part of the Measure E fund balance for reprogramming.

Due to the higher than projected Park Impact fee revenue last year and favorable MSE revenue for FY15, this recommendation would not directly impact the planned allocation of funding to the remaining projects in the MSE spending plan.

Background

The City has been working with the Woodland Opera House for the past several years to develop a project that would accommodate their expanded programming needs. During this time, the WOH has developed a thriving children's dance and theatre program in anticipation of having expanded facilities to transition and further grow the programs into. Their current space on 4th Street is inadequate to continue to serve their needs and the Board has been actively evaluating options to relocate this programming.

At their June 17, 2014 meeting, City Council directed staff to assess the potential for reuse of the City Hall Annex building (520 Court Street) by the Woodland Opera House (WOH) for educational and children's programming. City Council requested that the item be brought back for consideration on the feasibility for reuse of the building including; findings of the building assessment, cost estimate for the improvements, and a potential funding plan and lease terms.

The City contracted with Duane R. Thomson, Architect to prepare the building assessment and feasibility assessment for the potential adaptation of the Annex into theater and dance studios for use by the Woodland Opera House. The scope of the assessment included evaluation of the existing building's primary building systems including; structural, mechanical, electrical, plumbing, roof, and architectural. A conceptual floor plan was developed to convert the first floor of the building into educational space for the Opera House's dance and theatre classes.

At their December 2, 2015 meeting, the City Council was presented with the findings of the building assessment report and proposed floor plan and renovation estimates for the project. The City Council approved the proposed building lease terms and authorized up to $475,000 of Measure E funding toward the building improvement costs. The lease terms included a requirement that the WOH fund the estimated $65,000 for the specialized dance floors.

Since Council action on December 2nd, the building renovations plans have been prepared, submitted for building permit review, and put out to bid. The lowest bid received was approximately $250,000 over the architect's original estimate. The WOH project management team and architect had a third party review of the bids conducted to verify bid costs. Concurrently, the team worked with the lowest bidder to evaluate cost saving design measures.

The resultant value engineering approach has lowered the bid cost by approximately $110,000, leaving a funding need of $140,000 to complete the project. City staff explored the option of phasing the improvements and it was determined that this would not result in significant savings without substantially compromising the utilization of the building and the purpose for the project. Furthermore, the project costs are roughly 85-90% attributable to building related maintenance and upgrades needed to bring the building into conformance with current standards (i.e. ADA, restroom modifications, energy efficiency, roof repairs, and hazardous materials abatement). These are costs the city would incur regardless of the reuse of the building and are a result of the 40+ year old age of the building and numerous deferred maintenance items.

Staff is therefore recommending that the additional funding request be granted to allow the project to be constructed as originally planned with three fully functioning dance studios. The WOH has secured their $65,000 in matching funding required under the lease agreement. Additionally, it has been agreed that the City's ability to use the building for recreational programming will increased from 10 hours to 16 hours per week. This has been reflected in the amendment to the lease agreement.

If approved, the plans will be resubmitted for final permit review and construction will begin within several weeks, with the goal of completing the project by January 2016.

Conclusion

Staff recommends that the City Council:

1. Adopt Resolution No. _____, approving the first amendment to the Building Lease Agreement between the City of Woodland and the Woodland Opera House for the City Hall Annex (520 Court Street); and
2. Approve a budget adjustment allocating an additional $140,000 in Measure E funding toward building improvement costs in support of the Woodland Opera House's reuse of the City Hall Annex for theatre and dance educational programming.

Prepared by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments:

1. Resolution
2. Building Lease Addendum
3. Executed Building Lease Agreement

RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO BUILDING LEASE AGREEMENT WITH THE WOODLAND OPERA HOUSE FOR 520 COURT STREET (CITY HALL ANNEX)

WHEREAS, City and Woodland Opera House entered into a Building Lease Agreement ("**Lease**") on February 6, 2015, for City building located at 520 Court Street in the City of Woodland, as described more fully in the Building Lease, for purposes of renovating the building as a dance and theatre educational facility; and

WHEREAS, Woodland Opera House prepared the improvement plans for the building renovation work and based on these plans solicited construction bids for the improvements; and

WHEREAS, the construction bids received exceeded the tenant improvement allowance provided by the City for the improvements due to higher than estimated costs for abatement and other code related requirements; and

WHEREAS, The Woodland Opera House has conducted a value engineering review to reduce the project costs resulting in $110,000 reduction in the project bid costs; and

WHEREAS, the revised estimated cost to complete the improvements is approximately $525,000 including contingency; and

WHEREAS, The City's tenant allowance is being requested to be increased from a maximum of $475,000 to a maximum of $627,000 to cover the construction and associated soft costs needed to complete the improvements; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby finds and determines as follows:

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Approval of Building Lease Agreement.** the First Amendment to the Building 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 First Amendment to the Building Lease Agreement with Woodland Opera House for 520 Court Street to increase the tenant improvement allowance to a maximum of $627,000(Exhibit A) and increase the City's rights to use from 10 to 16 hours per week.

Section 3. **Appropriation of Measure E Funds.** The City Council hereby authorizes the appropriation of an additional $140,000 of Measure E Funds to CIP #15-11.

PASSED AND ADOPTED by the City Council of the City of Woodland this 15th day of September, 2015 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

Kara K. Ueda
City Attorney

82093.00006\10600396.2

Exhibit A, Second Amendment

CITY OF WOODLAND
FIRST AMENDMENT TO BUILDING LEASE AGREEMENT
(City Hall Annex - Woodland Opera House Reuse)

This First Amendment to Building Lease Agreement ("**First Amendment**") is made as of ____________, 2015, by and between the CITY OF WOODLAND, a California municipal corporation ("**City**") and WOODLAND OPERA HOUSE, a California non-profit corporation ("**Tenant**"). City and Tenant are sometimes collectively referred to herein as the "**parties**."

RECITALS

A. City and Tenant entered into a Building Lease Agreement ("**Lease**") on February 4, 2015 for the City Property located at 520 Court Street in the City of Woodland, and as described more fully in the Lease. **WHEREAS**, Woodland Opera House prepared the improvement plans for the building renovation work and based on these plans solicited construction bids for the improvements; and

B. The construction bids received exceeded the tenant improvement allowance provided by the City for the improvements due to higher than estimated costs for abatement and other code related requirements; and

C. The Woodland Opera House has conducted a value engineering review to reduce the project costs resulting in $110,000 reduction in the project bid costs; and

D. The revised estimated cost to complete the improvements is approximately $525,000 including contingency; and

E. The parties now desire to amend the Building Lease to increase the amount of tenant improvement allowance that the City agrees to contribute toward the initial building improvements from a maximum of $475,000 to a maximum of $627,000.

F. The parties agree that the City's right to use of the Premises for City Recreational programming shall be amended in the Lease agreement to increase from 10 hours per week to 16 hours per week.

G. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

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 of Section 1.1.1. Section 1.1.1 of the Lease is hereby amended to read as follows:

1.1.1 Tenant Improvements. Landlord shall provide Tenant with a Tenant Improvement Allowance not to exceed $627,000 to be used to fund all three phases outlined in the scope of work included in the Conversion Report**.** Tenant shall be responsible for the cost of materials and labor for installation of dance floors in the 3 dance studios. Evidence of funding for tenant funded work shall be provided to landlord prior to entering into any construction contract for building improvements. The Tenant Improvement Allowance shall be disbursed in accordance with the terms of a "Work Letter" to be entered into separately between Landlord and Tenant.

2. Amednment of Section 1.1.2. Section 1.1.2 of the Lease is hereby amended to read as follows:

1.1.2 Landlord Use of Premises. Landlord additionally shall have the right to use the Premises for City recreational programming for periods not to exceed 16 hours per week, provided that City's use of the Premises shall not conflict with Tenant's use of the Premises. Landlord shall additionally have nonexclusive access to the Premises, without notice to Tenant, to access its portion of the Basement Area. Prior to issuance of the Certificate of Occupancy for the Building following completion of the Tenant Improvements as defined herein, the Landlord and Tenant shall enter into a memorandum of understanding or similar administrative agreement setting forth protocols for access to the Basement Area for storage use, building access for City programming, scheduling, and related issues (the "**Premises Use MOU**").

3. Authority to Enter First Amendment. Each party represents to the other that the person executing this First Amendment has the requisite power and authority to execute the First Amendment and to bind each respective party.

4. Execution in Counterparts. This First Amendment may be executed in duplicate counterparts, each of which shall be deemed an original.

5. No Other Changes to Agreement. Except as expressly amended by this First Amendment, all terms and conditions set forth in the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by the Parties as of the date set forth below (the "Effective Date").

LANDLORD:
CITY OF WOODLAND,
a California municipal corporation

By:________________________________
Paul Navazio
City Manager

Date:________________________________

Attest:

By:________________________________
Ana B. Gonzalez
City Clerk

TENANT:
WOODLAND OPERA HOUSE,
a California Non-profit Corporation

By: ________________________________
Name: ________________________
Title: ________________________

Date:________________________________

BUILDING LEASE

By and Between

THE CITY OF WOODLAND
a public body, corporate and politic
("**Landlord**")

and

THE WOODLAND OPERA HOUSE
a California non-profit corporation("**Tenant**")

TENANT LEASE

BASIC LEASE INFORMATION

1.	Tenant:	Woodland Opera House 340 Second Street Woodland, CA 95695 Phone: (530) 666-9617 Attention: Executive Director
2.	Landlord:	City of Woodland, 300 First Street Woodland, CA 95695 Phone: (530) 661-5820 Attention: City Manager
3.	Premises:	The entire rentable area within that certain building located at 520 Court Street, Woodland, CA 95695, consisting of approximately 6,000 contiguous square feet of rentable space on the first floor, as more particularly shown on **Exhibit A** attached hereto, and an approximately 2,000 square foot contiguous area in the basement located below the first floor of the building to be used solely for storage space. The basement area used by Tenant shall be partitioned off in a manner as agreed to by Landlord and Tenant. In addition, Tenant shall have use of the basement for storage use only and acknowledges that the Landlord will have access and use of the remainder of the basement for storage purposes.
4.	Permitted Uses:	Tenant shall utilize the Premises to (i) provide education programming in the performing arts (ii) to provide rehearsal and performance space for programs related to the Woodland Opera House and (iii) to provide storage space in Tenant's portion of the basement area.
5.	Initial Term:	Commencing as of the Effective Date, as defined in this Lease, and continuing until 10 years following the date of the issuance of the Certificate of Occupancy following completion of the Tenant Improvements on the Premises.
6.	Base Rent:	The annual base rent, commencing on the date of issuance of the Certificate of Occupancy shall be $1.00.

7. Option to Extend: Tenant shall have two options to extend the Initial Term for an additional five years as set forth in Section 2.3. Each such option shall be exercised by giving written notice to Landlord six months prior to the expiration of the Initial Term or first extension, as applicable.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease section pertaining to such information. In the event of any conflict between the Basic Lease Information and the provisions of the Lease, the latter shall control.

LANDLORD'S INITIALS Pa TENANT'S INITIALS Ya AB

STANDARD LEASE PROVISIONS

This Lease Agreement ("**Lease**") is made and entered into as of FEBRUARY 6, 2015 ("**Effective Date**") by and between the City of Woodland, a public body, corporate and politic ("**Landlord**") and the Woodland Opera House, a California non-profit corporation ("**Tenant**"). The parties hereby agree as follows:

1. PREMISES.

1.1 Premises. Landlord is the owner of that certain real property located at 520 Court Street, Woodland, CA 95695 (the "**Property**"), which includes a one story building consisting of approximately 6,000 square feet of rentable area (the "**Building**"), and a basement located below the Building consisting of approximately 6,000square feet of usable area (the "**Basement Area**"). Landlord hereby leases to Tenant, and Tenant leases from Landlord, an approximately 2,000square foot portion of the Basement Area, configured in a manner as agreed to between Landlord and Tenant, and partitioned off by chain link fencing and gate or similar partition (the "**Tenant Basement Area**"), and the Building together with Tenant Improvements to be constructed therein by Tenant as more particularly described herein. The Building, the Tenant Improvements and the Tenant Basement Area are referred to in this Lease as the "**Premises.**" The Premises is shown on **Exhibit A** attached hereto and incorporated herein by reference. Landlord shall not be liable to Tenant, nor shall Tenant have any claim against Landlord or defense to the enforcement of this Lease, if it is determined that the actual rentable area of the Premises differs from that specified in the Basic Lease Information. The improvements to be constructed by Tenant and leased to Tenant as part of the Premises (the "**Tenant Improvements**") are defined in the City of Woodland City Hall Annex Conversion Report dated October 8, 2014 attached hereto and incorporated by reference as **Exhibit B** (the "**Conversion Report**"). Landlord shall deliver the Premises to Tenant in its "as-is" condition, and shall remove any documents or other items that Landlord wishes to retain before February 15, 2015. On or after February 15 Tenant may remove and/or dispose of any remaining documents or other items from the Premises.

1.1.1 Tenant Improvements. Landlord shall provide Tenant with a Tenant Improvement Allowance not to exceed $475,000 to be used to fund all three phases outlined in the scope of work included in the Conversion Report. Tenant shall be responsible for the cost of materials and labor for installation of dance floors in the 3 dance studios. Evidence of funding for tenant funded work shall be provided to landlord prior to entering into any construction contract for building improvements. The Tenant Improvement Allowance shall be disbursed in accordance with the terms of a "Work Letter" to be entered into separately between Landlord and Tenant.

1.2 Reserved Rights.

1.2.1 Landlord's Right of Entry. Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except that advance notice shall not be required in case of an emergency) for the following purposes: (i) to inspect the condition of the Premises; (ii) to ascertain the performance by Tenant of the terms and conditions hereof; (iii) to respond to an emergency at the Premises; (iv) to maintain, inspect and repair the Premises to the extent required or permitted under this Lease; (v) to post notices of non-responsibility for alterations, additions or repairs undertaken by Tenant; (vi) to show the Premises to prospective tenants or purchasers or persons acting on their behalf; (vii) to post a leasing sign in or about the Premises; and (viii) to perform any other right or duty of Landlord under this Lease. Landlord may exercise this right of entry without any abatement of Rent (as hereinafter defined) to Tenant for any loss of occupancy or quiet enjoyment of the Premises. Notice will be deemed reasonable if given by email or phone to Tenant, 24 hours in advance of the requested entry.

1.2.2 Additional Reserved Rights. In addition, Landlord reserves the right upon reasonable notice to Tenant (except that advance notice shall not be required in case of an emergency) to undertake the following: (i) grant easements encumbering the Property which do not unreasonably interfere with Tenant's use of the Premises and dedicate for public use portions thereof; or (ii) affix reasonable signs and displays, subject to Tenant's approval, which shall not be unreasonably withheld or delayed. Landlord further reserves all the rights reserved to it or them by the provisions of this Lease or by operation of Law.

1.2.3 Landlord Use of Premises. Landlord additionally shall have the right to use the Premises for City recreational programming for periods not to exceed 10 hours per week, provided that City's use of the Premises shall not conflict with Tenant's use of the Premises. Landlord shall additionally have nonexclusive access to the Premises, without notice to Tenant, to access its portion of the Basement Area. Prior to issuance of the Certificate of Occupancy for the Building following completion of the Tenant Improvements as defined herein, the Landlord and Tenant shall enter into a memorandum of understanding or similar administrative agreement setting forth protocols for access to the Basement Area for storage use, building access for City programming, scheduling, and related issues (the "**Premises Use MOU**").

2. TERM.

2.1 Term. The "**Initial Term**" of this Lease shall be as set forth in Item 5 of the Basic Lease Information. The Initial Term and the Extension Term (as hereinafter defined) are collectively referred to herein as the "**Term**."

2.2 Lease Commencement Date. The Initial Term of this Lease shall commence on the Commencement Date as set forth in Item 5 of the Basic Lease Information.

2.3 Option to Extend.

2.3.1 Option Term. Provided (i) Tenant is not in default under the terms of this Lease at the time the Option to Extend is exercised as set forth in Item 7 of the Basic Lease Information (the "Option to Extend"); and (ii) Tenant has not been in default more than twice in any 12 month period, Tenant shall have two options to renew this Lease for the additional periods specified in Item 7 of the Basic Lease Information (the "**Extension Term**"). Each such Extension Term shall be on all the terms and conditions of this Lease, except that Landlord shall have no additional obligation for improvements or any other tenant inducements. There shall be no additional extension terms beyond the Extension Term set forth herein. Tenant shall exercise the Option to extend by giving Landlord six months written notice of Tenant's election to exercise the option prior to the end of the Initial Term, or first Extension Term, as applicable. Any notice not given in a timely manner shall be void at Landlord's election, and Tenant shall be deemed to have waived its extension rights. The Options to Extend set forth herein are personal to Tenant and shall not be included in any assignment or other transfer of this Lease.

2.3.2 Extension Term Base Rent. During any Extension Term, Base Rent shall remain at the annual rate of $1.00 pursuant to Section 3.

2.3.3 Extension Term Additional Rent. Tenant shall pay Additional Rent (as hereinafter defined) during the Extension Term pursuant to Section 3.2.

3. RENT.

3.1 Base Rent; Rent. The payment of Rent (as hereinafter defined) under this Lease shall commence as of the Effective Date. Rent shall be paid as set forth in this Section 3. On or before the Effective Date, Tenant shall pay to Landlord, at Landlord's address designated in Item 2 of the Basic Lease Information, the Base Rent designated in Item 6 of the Basic Lease Information for the full Initial Term of this Lease. All sums other than Base Rent which Tenant is obligated to pay under this Lease shall be deemed Additional Rent. As used herein, Base Rent and Additional Rent shall be collectively referred to as, "**Rent**."

3.1.1 Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

3.2 Additional Rent. In addition to paying Base Rent, and pursuant to any addendum or amendment to this Lease that Landlord and Tenant may execute, Tenant shall pay as "**Additional Rent**" Tenant's Expenses. "**Expenses**" means Taxes, any utility or service expenses that are not directly paid by Tenant to a utility company or service provider (as set forth in Section 4), and any other amounts of any kind that become due or payable by Tenant to Landlord under the terms of this Lease. Additional Rent shall be due on the first of every month during the Term unless otherwise specified hereunder or otherwise requested by Landlord. Tenant's obligation to pay Additional Rent under this Lease survives the Term to the extent such obligation has not been fulfilled during the Term. If Additional Rent is due for a period of less than a full month, it shall be prorated for such partial month of occupancy on the basis of a 30 day month.

4. UTILITIES.

4.1 Utilities and Services. Tenant shall be solely responsible at its own expense, for securing the provision of any and all utilities (including, but not limited to, water, gas, sewer, electricity, refuse, and communication utilities) and services (including, but not limited to, pest control, garbage collection and security services) consumed or provided in, furnished to or attributable to the Premises. Tenant shall directly contract with the supplying companies for such utilities, and shall promptly pay all amounts associated therewith at the rates charged by the supplying companies.

4.2 Security System. Tenant shall be solely responsible for the installation, maintenance and repair of any security system installed on the Property and such installation shall be subject to the approval requirements of Section 9, which installation may or may not be undertaken at Tenant's option.

4.3 No Representation. Landlord makes no representation with respect to the adequacy or fitness of the heating, air conditioning or ventilation equipment ("HVAC"), or any other utility or service connections provided to the Property or other fixtures or equipment in the Building contemplated under this Section 4 which may be required to conduct Tenant's business, and Landlord shall have no liability for loss or damage suffered by Tenant or others in connection therewith.

4.4 Conservation and Use Policies. In the event of imposition of federal, state, or local governmental controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

5. TAXES.

5.1 Taxes. As referenced herein, "**Taxes**" means Possessory Interest Taxes and Personal Taxes. Tenant's obligation to pay all Taxes under this Section 5 during the Term shall survive the expiration or earlier termination of this Lease.

5.2 Statement Regarding Possessory Interest Tax. This Lease creates a possessory property interest in Tenant. Tenant's property interest may be subject to property taxation, and Tenant or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest. Such taxes are referred to herein as "**Possessory Interest Taxes**".

5.3 Personal Taxes. Tenant shall pay directly to the taxing authority all taxes and assessments levied upon the trade fixtures, alterations, additions, improvements, equipment, inventories and other personal property located and/or installed on the Premises by Tenant (individually and collectively, "**Tenant's Property**"). Such taxes are referred to herein as "**Personal Taxes**".

5.4 Payment of Taxes. Tenant shall pay all Taxes prior to delinquency. To the extent any such taxes are not separately assessed or billed to Tenant by the taxing authority, Landlord shall deliver to Tenant copies of the assessment and tax bill together with a statement of amounts owed to Landlord by Tenant. Tenant shall pay any Taxes no later than 10 business days prior to the date on which such Taxes are due. Should Tenant fail to pay the Taxes, Landlord may elect to do so on Tenant's behalf. Tenant will thereafter be required to pay such taxes and any associated penalty amounts, as Additional Rent, from the date Landlord tendered payment, until the date Tenant fully reimburses Landlord.

6. INSURANCE.

6.1 Landlord. Landlord shall maintain insurance or an insurance equivalent (including but not limited to, e.g., that offered to a municipality through and by a joint powers authority, a self insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective) insuring the Building (excluding Improvements) on an occurrence basis against fire and extended coverage (including, if Landlord elects, "all risk" coverage, earthquake/volcanic action, flood and/or surface water insurance) similar in type and coverage limits to that carried by Landlord on its other properties. Landlord may also carry such other insurance as Landlord may reasonably deem prudent or advisable, in such amounts and on such terms as Landlord shall determine. All such insurance or insurance equivalent maintained by Landlord pursuant to this Section 6.1 is referred to in this Lease as **"Landlord's Insurance."** Landlord's Insurance shall not, under any circumstances, include Tenant's Property, or other items required to be covered by Tenant's Insurance. The cost of Landlord's Insurance shall be paid by Tenant as a component of Additional Rent pursuant to Section 3.2.

6.2 Tenant. Tenant shall, at Tenant's expense, obtain and keep in force at all times the following "**Tenant's Insurance**," and shall be liable for all premiums, deductibles, and self-insured amounts, if any, in connection therewith:

6.2.1 Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations and personal injury, death and advertising injury coverage, with deletion of (a) the exclusion for operations within 50 feet of a railroad property (railroad protective liability), if applicable, and (b) the exclusion for explosion, collapse or underground hazard, if applicable, and, if necessary, Tenant shall provide for restoration of the aggregate limit.

6.2.2 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance, if required by Law, which complies with all applicable state statutes and regulatory requirements, and, if Tenant hires any employees, employer's liability insurance coverage in the amount of at least $1,000,000.

6.2.3 Property Insurance. "All risk" property insurance including boiler and machinery comprehensive form, if applicable, covering damage to or loss of Tenant's Property (and coverage for the full replacement cost thereof including business interruption of Tenant).

6.3 General.

6.3.1 Insurance Companies. Insurance required to be maintained by Tenant shall be written by companies licensed to do business in the state in which the Premises are located and having a "General Policyholders Rating" of at least A VIII (or such higher rating as may be required by a lender having a lien on the Premises) as set forth in the most current issue of "Best's Insurance Guide."

6.3.2 Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for all Tenants' Insurance, in the form of the ACORD standard certificate of insurance, prior to the Commencement Date. Tenant shall, at least 10 days prior to expiration of the policy, furnish Landlord with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after 30 days' prior written notice to the parties named as additional insureds as required in this Lease (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least 10 days' notice has been given to the parties named as additional insureds). If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and cost resulting from said failure.

6.3.3 Additional Insureds. Landlord shall be named as an additional insured on all policies secured under Section 6.2.1. An additional insured endorsement naming such parties as additional insured(s) shall be attached to the certificate of insurance.

6.3.4 Primary Coverage. Tenant's Insurance shall, except for workers' compensation and employer's liability insurance, be primary, without right of contribution from Landlord's Insurance.

6.3.5 Umbrella/Excess Insurance. Any umbrella liability policy or excess liability policy (which shall be in "following form") shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

6.3.6 Waiver of Subrogation. Tenant waives any right to recover against Landlord for claims for damages to Tenant's Property to the extent covered (or required by this Lease to be covered) by Tenant's Insurance. This provision is intended to waive fully, and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation in favor of Tenant's insurance carrier(s). The coverage obtained by Tenant pursuant to this Lease shall include a waiver of subrogation endorsement attached to the certificate of insurance.

6.3.7 Notification of Incidents. Tenant shall notify Landlord within 72 hours after the occurrence of any accident or incident on or about the Property or any portion thereof which could give rise to a claim against Landlord, Landlord's Insurance, Tenant or Tenant's Insurance, except that Tenant shall not be obligated to give Landlord notice of any accident or incident which could give rise to a claim under Tenant's workers' compensation insurance. Tenant's notice shall be accompanied by a copy of any report relating to the accident or incident.

6.3.8 Compliance With Insurance Requirements, Warranties. Tenant shall not do anything in the Premises, or bring or keep anything therein, or subject the Property or any portion thereof to any use which would damage the same or increase the risk of loss or fire, or violate Landlord's Insurance, or Tenant's Insurance, or which shall conflict with the regulations of the fire department or the Laws or with any insurance policy on the Premises or any part thereof, or with any rules or regulation established by any administrative body or official having jurisdiction. Tenant shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Tenant shall not take any action which would abrogate any warranties.

7. INDEMNITY; LIABILITY EXEMPTION.

7.1 Indemnity. Except to the extent claims are caused by Landlord's gross negligence or willful misconduct, Tenant shall indemnify, protect, defend, and hold harmless Landlord and its elected officials, officers, employees, , , agents, contractors and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a direct result of or in connection with (i) any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (ii) Tenant's use of the Premises, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant in or about the Building, the Premises, the Improvements, or other portions of the Property; (iii) any act, error or omission of Tenant or of any invitee, licensee or guest of Tenant in or about the Building, the Premises, the Improvements, or other portions of the Property; (iv) loss of, injury, or damage to or destruction of property (including loss of use resulting from that loss, injury, damage or destruction); (v) all resulting economic losses, consequential and/or exemplary damages; and (vi) any subleases, assignments and related activities (collectively, "**Indemnification**"). Tenant shall provide such Indemnification by and through counsel reasonably acceptable to Landlord. The obligations of Tenant under this Section 7.1 shall survive the termination of this Lease with respect to any claims or liability arising prior to such termination.

7.2 Exemption of Landlord from Liability. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property including, but not limited to, Tenant's Property, or injury to or death of persons in, upon or about the Building, the Premises, the Improvements, or other portions of the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent such claims are caused by Landlord's gross negligence or willful misconduct. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or death of Tenant, Tenant's officers, agents, employees, independent contractors, invitees, customers, visitors, licensees, assignees or subtenants (individually and collectively, "**Tenant's Parties**") or any other person in or about the Building, the Premises, the Improvements, or other portions of the Property, whether such damage or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage or other defects of sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising within or about the Building, the Premises, the Improvements, or other portions of the Property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except damage or injury caused solely by Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act of negligence of any other tenant, if any, of the Building, the Premises, the Improvements, or other portions of the Property or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

8. REPAIRS AND MAINTENANCE.

8.1 Landlord's Obligations.

8.1.1 Landlord's Obligations. Landlord, at Landlord's expense, shall maintain, repair and replace as needed, in Landlord's reasonable discretion, (i) the basic structural components of the Building, including the roof, foundation and exterior walls; (ii) any capital replacements as required. Landlord shall have no obligation to make any repairs until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Within fifteen (15) days of receipt of such written notice the Landlord shall provide a written response to Tenant's notice, indicating whether, in the Landlord's determination, the requested repairs are required and if so, the timeframe in which the repairs will be completed, which timeframe must be reasonable in light of the severity and urgency of need for such repairs.

8.2 Tenant's Obligations. Tenant, at Tenant's expense, shall be responsible for all operating expenses for the Premises, including utilities, ongoing maintenance and repair, HVAC systems, insurance, custodial and any items required for compliance with applicable Laws; regardless of their cost or nature. In the event Tenant fails, in the reasonable judgment of Landlord, to maintain the Premises in good order, condition and repair, Landlord shall, upon thirty days' written notice to Tenant, have the right to perform such maintenance, repairs or refurbishing at Tenant's expense, provided Tenant fails to do so or to commence such maintenance or repair within such thirty-day period. If Landlord elects to undertake any such repairs or maintenance as provided above, Tenant shall pay as Additional Rent Landlord's reasonable costs paid or incurred in connection therewith.

9. ALTERATIONS.

9.1 Alterations. Tenant shall not construct, or allow to be constructed, any alterations or physical additions in, about or to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant may install necessary trade fixtures, equipment and furniture in the Premises, provided that such items are installed and are removable without structural or material damage to the Premises or the Improvements. For purposes of this Lease, the term "**trade fixture**" shall mean specialty fixtures or equipment used in Tenant's trade or business as identified by Tenant and agreed to by Landlord in writing. In no event shall Tenant undertake any structural work in connection with the Building or, electrical or plumbing work existing outside the Building.

9.2 Standard of Work. All work to be performed by or on behalf of Tenant pursuant hereto shall be performed diligently and in a first-class, workmanlike manner, and in compliance with all Laws applicable to the Premises and insurance carriers. Landlord shall have the right, but not the obligation, to inspect periodically any work on the Premises and Landlord may require changes in the method or quality of the work. In no event shall such work materially obstruct access to the Property or any portion thereof.

9.3 Damage; Removal. Tenant shall repair all damage to the Property and all portions thereof caused by the installation or removal of Tenant's fixtures, equipment, furniture and alterations. Upon the termination of this Lease, Tenant shall remove any or all alterations, additions, Improvements, and partitions made or installed by Tenant and restore the Premises to their condition existing prior to the construction of any such items and perform any closure work, investigation and environmental remedial work required by any Hazardous Materials Laws (as hereinafter defined) or by any other Laws; provided, however, Landlord may require, upon written notice to Tenant no less than 15 days before the expiration of the Term, any such items (except trade fixtures) designated by Landlord to remain on the Premises, in which event they shall be and become the property of Landlord upon the termination of this Lease. For purposes of this Lease, the dance floors to be installed by Tenant shall be considered trade fixtures and Tenant may remove the dance floors upon the termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to cause any damage to the Building, the Premises, the Improvements, or the Property whatsoever and in strict accordance with all applicable Laws.

9.4 Liens. Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished, and services rendered at the request of Tenant and shall keep the Property, the Building, the Premises, and all portions thereof, free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least 10 days' prior written notice to Landlord before any labor is performed, supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. If any lien is filed, Tenant shall cause such lien to be released and removed within 10 days after the date of filing, and if Tenant fails to do so, Landlord may take such action as may be necessary to remove such lien, without the duty to investigate the validity of it (unless Tenant has commenced an action to contest, dispute or defend the claims of lienholders and has provided Landlord with written notice of the pendency of the action), and Tenant shall pay Landlord such reasonable amounts expended by Landlord together with interest thereon, as Additional Rent.

9.5 Satellites and Antennae. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant agree that it shall be reasonable for Landlord to withhold its consent to (i) installation in or about the Property, or any portion thereof, equipment comprising or relating to relays, monopoles, satellite dishes, antennae, wireless telecommunications devices, transmitters, roof mounts, two-way radios, or similar apparatus (collectively, "**Transmission Devices**") or (ii) any assignment or subletting which permits or contemplates installation of such Transmission Devices.

10. USE.

10.1 Usage. The Premises shall be used only for the permitted uses set forth in Item 4 of the Basic Lease Information and for no other purpose without the prior written consent of

Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty with regard to the Premises, the Improvements, the Building, or the Property with respect to their suitability for the conduct of Tenant's business. Tenant's execution of this Lease and entry of the Premises hereunder shall conclusively establish that the foregoing were at such time in satisfactory condition. Tenant, at Tenant's expense, shall comply with all applicable Hazardous Materials Laws, statutes, laws, codes, rules, orders, zoning, ordinances, directions, regulations, regulations, permits, or other requirements of federal, state, county, municipal, or other governmental authorities having jurisdiction, now in force or which may hereafter be in force (individually and collectively, **"Law(s)"**), which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or alteration of the Premises. Tenant shall be responsible for obtaining any permit or business license required by any governmental agency permitting Tenant's use of the Premises. Landlord makes no representation concerning the availability of any permits or approvals required or permitted under this Lease. Tenant shall comply with the rules and regulations including observance of prohibited uses (**"Rules"**) attached hereto as **Exhibit C** and incorporated by reference, together with such reasonable additional rules and regulations as Landlord may from time to time prescribe. Tenant shall not commit waste; overload the floors or structure of the Building; permit any unreasonable odors, smoke, dust, gas, substances, noise, or vibrations to emanate from the Premises that are offensive or objectionable to Landlord or third parties; take any action which would constitute a nuisance or would disturb, obstruct, or endanger Landlord or third parties; take any action which would abrogate any warranties; or use or allow the Premises to be used for any unlawful purpose; and shall cooperate with Landlord and Landlord's agents to prevent those actions.

10.2 Quiet Enjoyment. Tenant, upon paying Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease, and to any other agreement to which this Lease may be subordinate or affecting all or any portion of the Building or any of the areas used in connection with the operation of the Building.

11. ENVIRONMENTAL MATTERS.

11.1 Environmental Compliance. Tenant shall, at its sole cost and expense, comply with all Federal, State or local laws from time to time in effect (**"Hazardous Materials Laws"**) concerning the management, use, generation, storage, transportation, presence, discharge or disposal of hazardous, toxic, radioactive or carcinogenic materials, substances or wastes (**"Hazardous Materials"**). Except for materials normally and customarily used in offices, such as cleaning supplies, kept in small quantities and safely stored, neither Tenant nor its agents, employees, contractors, sublessees, assignees or invitees shall use, handle, store, transport, release or dispose of any Hazardous Materials anywhere in, on, under or about the Property or any portion thereof. Tenant shall cause any and all Hazardous Materials brought onto, used, generated, stored or discharged on the Property to be removed from the Property and transported for disposal in accordance with applicable Hazardous Materials Laws. Landlord shall have the right to enter the Premises from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazard Materials Laws. Tenant shall immediately notify Landlord in writing of any voluntary clean-up or removal action instituted or proposed by Tenant, any enforcement, clean-up, removal or other governmental or regulatory action instituted or threatened, or any claim made or threatened by any person against Tenant, the Premises, the Building, the Property, or any portion thereof, relating to Hazardous Materials or Hazardous Materials Laws. Tenant shall also supply to Landlord as promptly as possible, and in any event within five business days after Tenant receives or sends same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Property or Tenant's use thereof and concerning Hazardous Materials or Hazardous Materials Laws.

11.2 Tenant's Indemnification. Except to the extent caused by Landlord's gross negligence or willful misconduct, and except for any claims related to Hazardous Materials that were present as of the Effective Date of this Lease, Tenant shall indemnify, defend and hold Landlord harmless from any claims, causes of action, liabilities, losses, damages, injunctions, suits, fines, penalties, costs or expenses (including reasonable attorneys' fees and expenses) caused or alleged to have been caused by the presence of Hazardous Materials in or about the Property, including, without limitation, any bodily injury, death, property damage, decrease in value of the Premises or Building, caused or alleged to have been caused by the use, storage, generation, presence or release of Hazardous Materials in violation of Tenant's obligations under this Lease, whether such claims, causes of action or liabilities are first asserted during the Term or thereafter.

12. DAMAGE AND DESTRUCTION.

12.1 Casualty. If, during the Term, the Building and other improvements that are part of the Premises are totally or partially destroyed from any cause rendering the Premises totally or partially inaccessible or unusable (**"Casualty"**), then Landlord shall have the right at Landlord's option to give written notice to Tenant within 90 days after the date of the occurrence of such damage of Landlord's intention to either (i) repair such damage as soon as reasonably possible at Landlord's expense, or (ii) terminate this Lease as of the date of the occurrence of such damage. If Landlord elects to repair the damage, and if the cost of such repairs does not exceed the amount of insurance proceeds received by Landlord from Tenant's Insurance pursuant to Section 6 above, on account of such damage, and if the restoration can be made under then existing Laws and can be completed within 90 working days after obtaining all necessary permits therefor, then Landlord shall restore the Building and improvements to substantially the same condition as they were in immediately before destruction. If the restoration cannot be so made, then within 15 days after the parties determine that the restoration cannot be made as stated in this Section 12.1, Tenant can terminate this Lease immediately by giving written notice to Landlord. If the existing Laws do not permit the restoration, either party can terminate this Lease by giving 90 days prior written notice to the other party.

12.2 Tenant's Fault; Repair Limitation. If the Premises, the Building, the Property, or any portion thereof, are damaged resulting from the negligence or breach of this Lease by Tenant or any of Tenant's Parties, Rent shall not be reduced during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair caused thereby to the extent such cost is not covered by insurance proceeds. Notwithstanding anything in this Lease to the contrary, and except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be required to repair any injury or damage, by fire or other cause, to Tenant's Property, or to rebuild, repair or replace any decorations, alterations, partitions, fixtures, trade fixtures, additions or other improvements installed on the Premises by or for Tenant, unless Landlord has received insurance proceeds from Tenant's Insurance as provided in Section 6 above, and neither Tenant nor Landlord have opted to terminate this Lease as provided in Section 12.1.

12.3 Waiver. The provisions of this Lease contain an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant fully waives the provisions of any statute or regulation, including California Civil Code sections 1932(2) and 1933(4) (as amended from time to time, and successor statutes thereto) for any rights or obligations concerning a Casualty.

13. EMINENT DOMAIN. If any portion of the Premises is permanently taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if 25% or more of the total number of square feet in the Premises is taken or if the remaining portion of the Premises is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate by giving written notice to Landlord within 30 days after the nature and the extent of the taking have been finally determined, as of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the date of taking if the date of taking falls on a date before the date of termination as designated by Tenant. If Tenant does not terminate this Lease within the 30-day period, this Lease shall continue in full force and effect, except that the Base Rent thereafter to be paid shall be reduced on a pro-rata basis. Tenant shall notify Landlord in writing of any condemnation or threatened condemnation within 10 days after Tenant receives notice of said action or threatened action.

14. DEFAULT.

14.1 Events of Default--Tenant. Where "**default**" is used in this Lease with reference to Tenant, default refers to any breach of Tenant's obligations under this Lease, however brief. Where Tenant's default continues for the period specified below, it shall, at Landlord's option, constitute an Event of Default giving rise to the remedies set forth in Sections 14.2 and 14.3 of this Lease. The occurrence of any of the following events shall, at Landlord's option, constitute an "**Event of Default**:"

14.1.1 Failure to comply with the assignment and subletting provisions as set forth in Section 15;

14.1.2 Abandonment of or vacating the Premises for a period of 30 consecutive days;

14.1.3 Failure to pay Rent on the date when due and the failure continuing for a period of 10 days after such payment is due;

14.1.4 Failure to perform Tenant's covenants and obligations hereunder (except default in the payment of Rent) where such failure continues for a period of 30 days following delivery of written notice of such failure by Landlord to Tenant as provided for in this Agreement;

14.1.5 The making of a general assignment by Tenant for the benefit of creditors; the filing of a voluntary petition by Tenant or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation or reorganization of Tenant under any Laws relating to bankruptcy, insolvency or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the same within 60 days of such filing; the appointment of a receiver or other custodian to take possession of substantially all of Tenant's assets or this leasehold; Tenant's insolvency or inability to pay Tenant's debts or failure generally to pay Tenant's debts when due; any court entering a decree or order directing the winding up or liquidation of Tenant or of substantially all of Tenant's assets; Tenant taking any action toward the dissolution or winding up of Tenant's affairs; the cessation or suspension of Tenant's use of the Premises; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets or this leasehold;

14.1.6 The making of any material misrepresentation or omission by Tenant or any successor in interest of Tenant in any materials delivered by or on behalf of Tenant to Landlord pursuant to this Lease; or

14.1.7 Failure of Tenant to continuously maintain, or other loss of, its status as California non-profit corporation, exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code, for a period of 30 days following written notice from Landlord to Tenant as provided for in this Agreement.

14.2 Remedies for Tenant Default.

14.2.1 Termination. In the event of the occurrence of any Event of Default by Tenant, Landlord shall have the right to give a written termination notice to Tenant and, on the date specified in such notice (which date shall be at least two business days following the date of delivery of such notice), this Lease shall terminate unless on or before such date all arrears of Rent and all other sums payable by Tenant under this Lease and all costs and expenses incurred by or on behalf of Landlord hereunder shall have been paid by Tenant and all other Events of Default at the time existing shall have been fully remedied to the satisfaction of Landlord.

A. Repossession. Following termination, without prejudice to other remedies Landlord may have, Landlord may (i) peaceably re-enter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or re-let the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make reasonable alterations and repairs to the Premises; and (iii) remove all personal property therefrom.

14.3 Cumulative. Each right and remedy of Landlord provided for herein or now or hereafter existing at Law, in equity, by statute or otherwise shall be cumulative and shall not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or hereafter existing at Law or in equity, by statute or otherwise. No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

14.4 Remedies for Landlord Default.

14.4.1 In the event of any default by Landlord, Tenant shall provide written notice of the default to Landlord in accordance with this Lease. If, within 30 days of receipt of the notice, Landlord fails to cure the default or breach, Tenant may demand, upon written notice and without limiting Tenant in exercise of other right or remedy which Tenant may have by reason of such default or breach:

A. In the event that Landlord fails to comply with its obligations under Section 8.1.1 of this Lease, Tenant shall have the right to perform such repairs, maintenance, or other obligations and make a written demand upon Landlord for the reasonable out of pocket costs thereof to Landlord. Landlord shall pay such costs to Tenant within 45 days following receipt of written demand from Tenant.

B. Pursue any other remedy now or hereafter available to Tenant under the laws or judicial decisions of the state in which the Premises is located.

C. Enforce all of its rights and remedies hereunder.

15. ASSIGNMENT AND SUBLETTING.

15.1 No Assignment or Subletting. The parties hereby acknowledge that Landlord would not have entered into this Lease but for the qualifications of Tenant. Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of Law, this Lease, the Premises or any part thereof.

15.2 Use Agreements Allowed. Notwithstanding the foregoing, Tenant may allow short term use agreements for independent third parties to use the Premises for private programming and activities, subject to City approval. The requirements and parameters for such use agreements shall be addressed in the Premises Use MOU..

15.3 Indemnification. Tenant shall ensure that any person or entity that uses the Premises through a use agreement as allowed herein shall indemnify, protect, defend, and hold harmless Landlord and its partners, directors, officers, officials, employees, shareholders, agents, contractors and each of their successors and assigns to the same extent that Tenant shall so indemnify Landlord as set forth in this Lease.

16. **INTENTIONALLY OMITTED**.

17. **RELOCATION**. Tenant fully releases and discharges Landlord (in its capacity as Landlord and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the sale of the Property or the Premises; the full or partial termination or expiration of Tenant's leasehold interest as permitted under this Lease; or the relocation of Tenant's business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the Premises including, without limitation, the specific waiver and release of any right to any relocation benefits, assistance and/or payments under Government Code sections 7260 et seq. ("**Relocation Assistance Law**"), notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under the Relocation Assistance Law or other state or federal law. Tenant acknowledges and agrees that the release and waiver set forth in this Section 17 is material consideration for Landlord's lease of the Premises to Tenant on the terms set forth herein and that, but for this release and waiver, Landlord would not have leased the Premises to Tenant. It is hereby intended that the above release as set forth in this Section 17 relates to both known and unknown claims that the Tenant may have, or claim to have, against the Landlord with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown which are related to or which arise under or in connection with the items set out above, the Tenant expressly waives any rights under California Civil Code section 1542, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO 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."

18. **MISCELLANEOUS.**

18.1 General.

18.1.1 Entire Agreement. This Lease sets forth all the agreements between Landlord and Tenant concerning the Property, the Premises, and the Building and there are no agreements either oral or written other than as set forth herein.

18.1.2 Time of Essence. Time is of the essence of this Lease.

18.1.3 Attorneys' Fees. In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in said action or proceeding.

18.1.4 Severability. If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

18.1.5 Law. This Lease shall be construed and enforced in accordance with the Laws of the state of California, without reference to its choice of law provisions.

18.1.6 No Option. Submission of this Lease to Tenant for examination or negotiation does not constitute an option to lease, offer to lease or a reservation of, or option for, the Premises; and this document shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.

18.1.7 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 15, the successors and assigns of Tenant.

18.1.8 Third Party Beneficiaries. Nothing herein is intended to create any third party benefit.

18.1.9 Agency, Partnership or Joint Venture. Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.

18.1.10 Merger. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

18.1.11 Interpretation. The titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

18.2 Signs. All signs and graphics of every kind visible in or from public view or corridors, the exterior of the Premises, the exterior of the Building, or on monuments installed or caused to be installed by, for the benefit of, or at the request of Tenant ("**Signs** ") shall be subject to Landlord's prior written approval, shall be in keeping with the character of the building and shall be subject to any applicable Laws and in compliance with Landlord's signage program, if any. Tenant shall remove all such Signs prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises or Building; and Tenant shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal. Tenant shall be responsible for all fees, costs and expenses associated with installation and removal of Signs. In the event any such fees, costs or expenses are incurred by Landlord (whether directly or indirectly), Landlord shall deliver to Tenant an invoice, with reasonable supporting documentation, and Tenant shall reimburse Landlord for those amounts within 15 days after receipt of such invoice. Notwithstanding anything in this Lease to the contrary, Landlord is not required to provide Signs beyond the standards, if any, set forth in the Rules.

18.3 Waiver. No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

18.4 Financial Statements. Tenant shall provide to any lender, purchaser or Landlord, within 10 days after request, an accurate financial statement, for Tenant's most recent fiscal year for Tenant and Tenant's business prepared under generally accepted accounting principles consistently applied and tax returns as may be reasonably required.

18.5 Limitation of Liability. The obligations of Landlord under this Lease are not personal obligations of Landlord; and Tenant shall look solely to the Premises for satisfaction of any liability of Landlord and shall not look to other assets of Landlord nor seek recourse against the assets of Landlord. Whenever Landlord transfers its interest, Landlord shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder and the transferee of Landlord's interest shall assume all liabilities and obligations of Landlord hereunder from the date of such transfer.

18.6 Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, to Landlord's address and Tenant's address (as set forth in Items 1 and 2 of the Basic Lease Information, respectively), or to such other place as Landlord or Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three days after the date of mailing.

18.7 Brokerage Commission. Landlord and Tenant represent that they have not been represented by any broker in connection with this Lease, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "**Commission**") is due or payable. Tenant agrees to indemnify and hold harmless Landlord from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of Tenant.

18.8 Authorization. Each individual or entity executing this Lease on behalf of Tenant represents and warrants that he or she or it is duly authorized to execute and deliver this Lease on behalf of Tenant and that such execution is binding upon Tenant.

18.9 Surrender. Upon the termination of this Lease or Tenant's right to possession of the Premises, Tenant will surrender the Premises, together with all keys, in broom clean condition and good repair, reasonable wear and tear excepted. Conditions existing because of

Tenant's failure to perform maintenance, repairs or replacements shall not be deemed "reasonable wear and tear." Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Term except as specifically set forth above. If Tenant fails to surrender the Premises upon expiration or earlier termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all loss or liability resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or earlier termination of this Lease and any related attorneys' fees and brokerage commissions.

18.10 Joint and Several. If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

18.11 Covenants and Conditions. Each provision to be performed by Tenant hereunder shall be deemed to be both a covenant and a condition. This Lease shall be construed as though the covenants between Landlord and Tenant are independent and not dependent.

18.12 Force Majeure. For purposes of this Lease, the term "**Force Majeure**" shall mean and include the following: any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Property, excluding the City of Woodland, over any construction anticipated to occur thereon or over any uses thereof, or by fire, flood, inclement weather, energy shortage, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, governmental preemption or curtailment in connection with a national emergency or in connection with any rule, order, guideline or regulation of any department or governmental agency, or by reason of the conditions of supply and demand which have been or are affected by a war or other emergency, acts of terrorism, act of public enemy, war, riot, sabotage, blockade, embargo, failure or inability to secure an adequate supply of water, electricity, fuel, materials, supplies or labor through ordinary sources by reason of shortages or priority, discovery of hazardous or toxic materials, earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required, or any of its contractors or other representatives.

18.13 Parking. No motor vehicle parking stalls, either on the Property or off-site, shall be provided by Landlord in connection with the Property or the conduct of Tenant's business therein. Tenant hereby acknowledges that all parking stalls on the Property are for general public use and are available for use, but not exclusive use, by Tenant's employees, volunteers and any visitors of the Property.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF WOODLAND,
a public body, corporate and politic

By: ______________________
Paul Navazio, City Manager
City of Woodland

Approved as to Form:

By: ______________________
Kara Ueda, City Attorney
Best, Best & Krieger

Attest:

By: ______________________
Ana Gonzalez, City Clerk
City of Woodland

--AND—

TENANT:

Woodland Opera House, a California non-profit corporation

By: ______________________
Name: Angela Baltezore
Its: Executive Director

By: ______________________
Name: Karen Alexander
Its: President, Board of Trustees

Exhibit A

Depiction of Premises

City Hall Annex – 520 Court Street

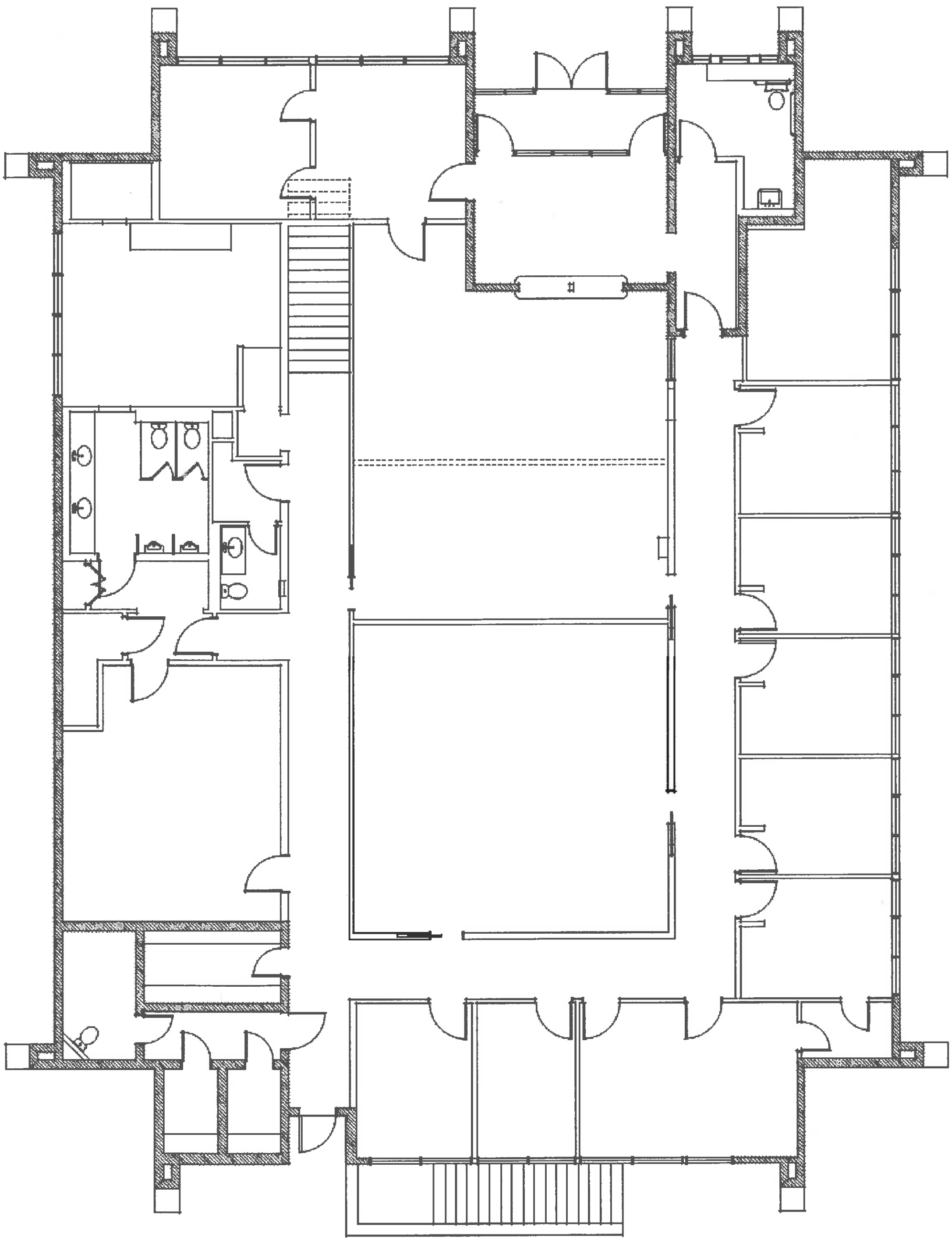


Exhibit B

City of Woodland
City Hall Annex Conversion Report
Dated October 8, 2014.

City Hall Annex Building Condition And Woodland Opera House Reuse Assessment Report

Prepared by:
Duane R. Thomson AIA, Architect, Woodland, CA

Consulting Engineers:

Structural – Cornerstone Structural Consultants, Elk Grove, CA
Mechanical – Sigma Engineering, Sacramento, CA
Electrical – KM Engineering, Sacramento, CA

November 25, 2014

Project Scope

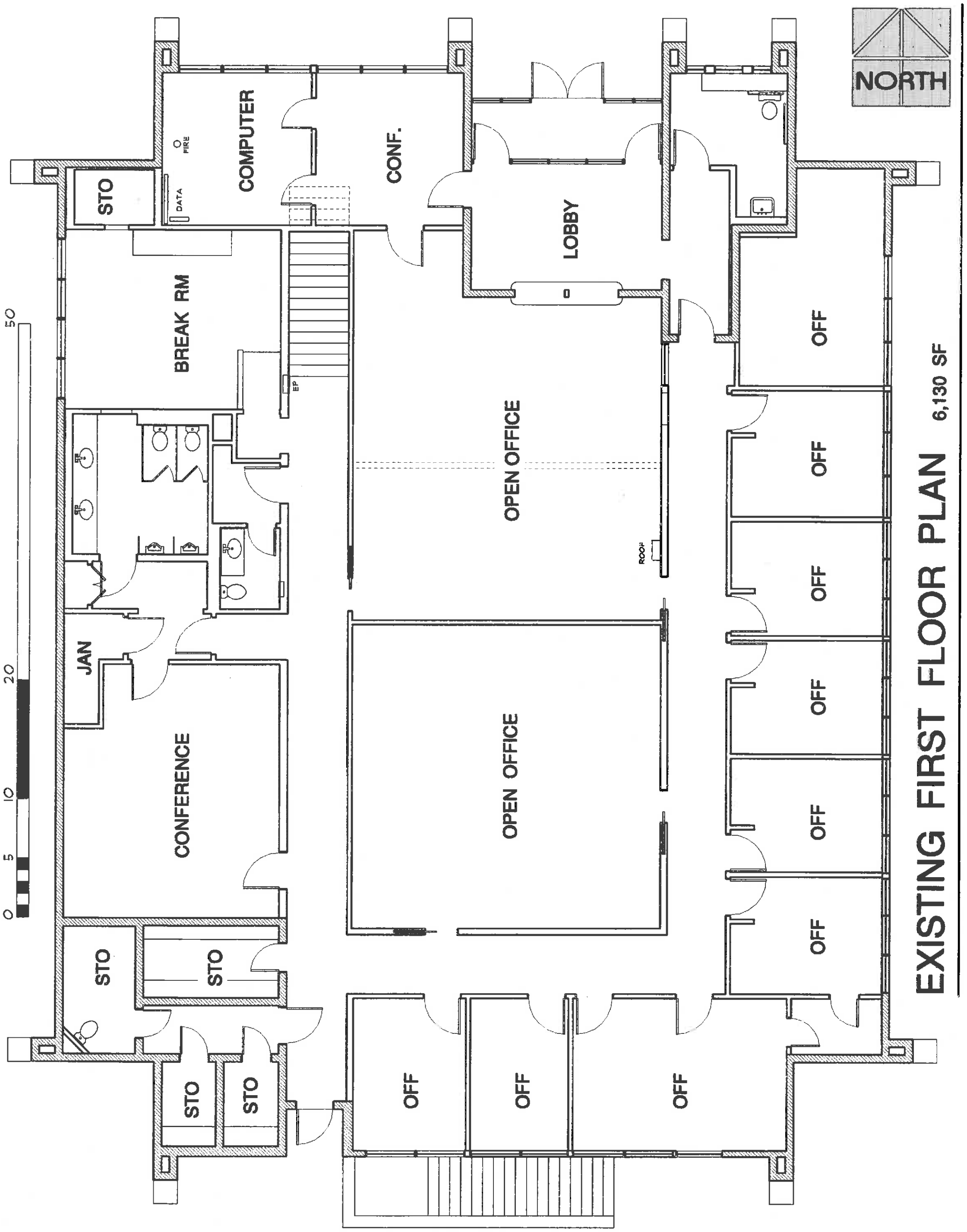
This report studies the physical alterations and economic costs associated with converting the first floor of the existing City Hall Annex to a practice room facility to support Woodland's historic Opera House.

City of Woodland – City Hall Annex Building

This one story + full basement building located at 520 Court Street was originally constructed as a Police Department Building in the early 1970's. Approximate area of the first floor is 6,130 SF and approximate area of the basement is 5,860 SF. After 30 or so years of constant use, the building was vacated by the police department and then occupied by the City of Woodland Department of Community Development. In 2013, the department vacated the building and moved their offices back into the main historic City Hall Building at 300 First Street. At the time of this writing, the building has been vacated for approximately a year and a half.

Being designed as an emergency services type of building, it met or exceeded the stricter building codes when it was built. Designed to meet the 1970 Uniform Building Code, there have been a dozen or so code book updates and re-issues since the building was built. Currently the 2013 California Building Code governs construction projects.

The building has had a number of improvements and relatively minor changes since it was built. The Basement had toilet rooms, break room and other miscellaneous improvements while still a police department. Upstairs there was some wall removal and reconfigurations done when occupied by the Department of Community Development.


EXISTING FIRST FLOOR PLAN
6,130 SF
NORTH
0 5 10 20 50
STO
COMPUTER
DATA
FIRE
CONF.
LOBBY
BREAK RM
EP
OPEN OFFICE
ROOF
JAN
CONFERENCE
OPEN OFFICE
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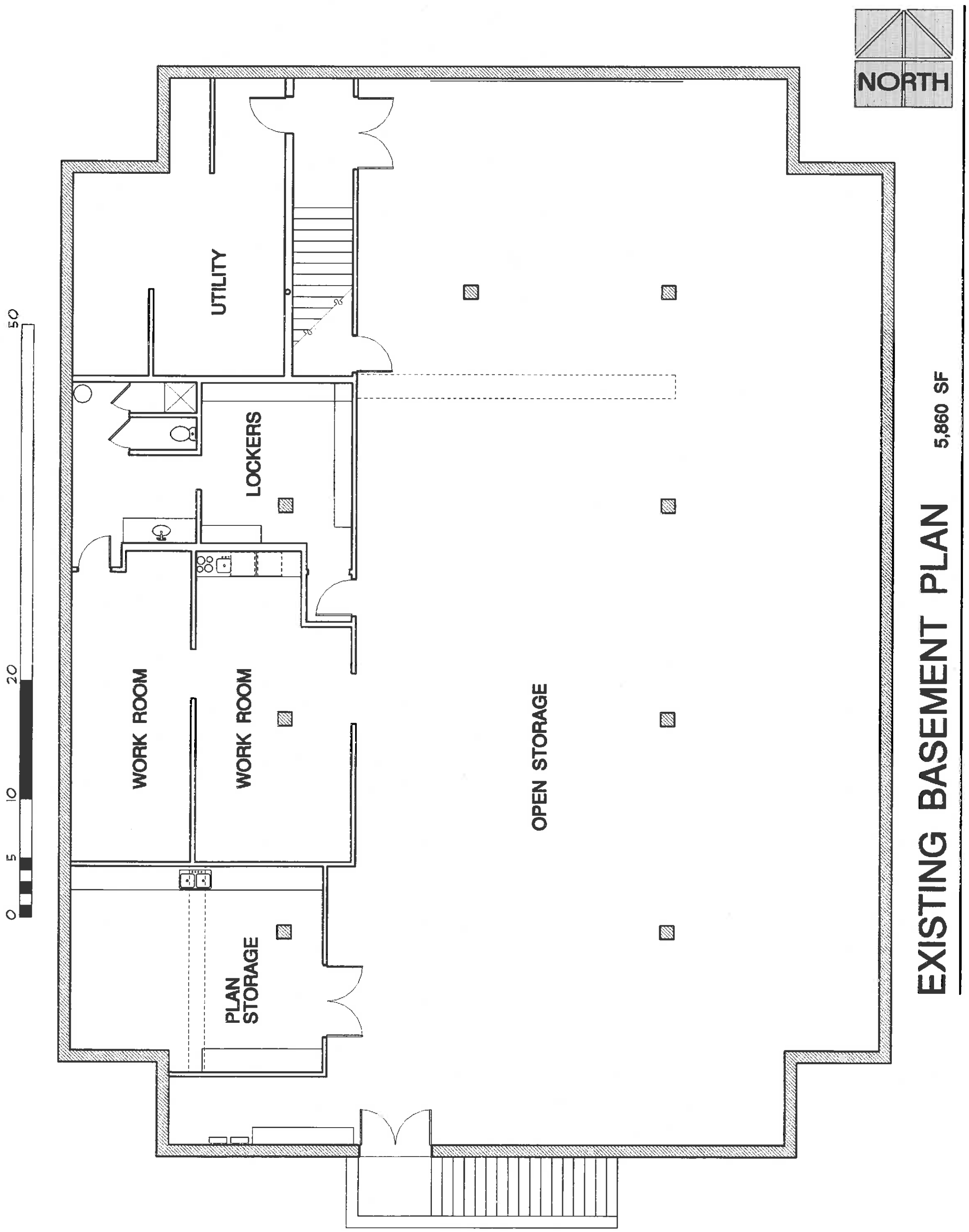
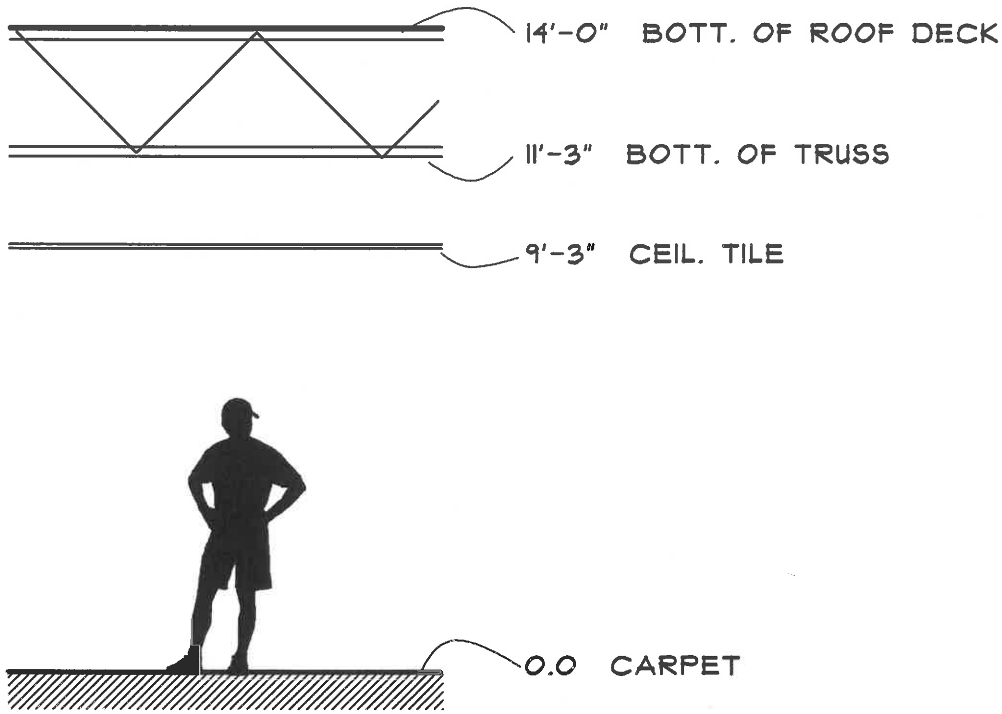


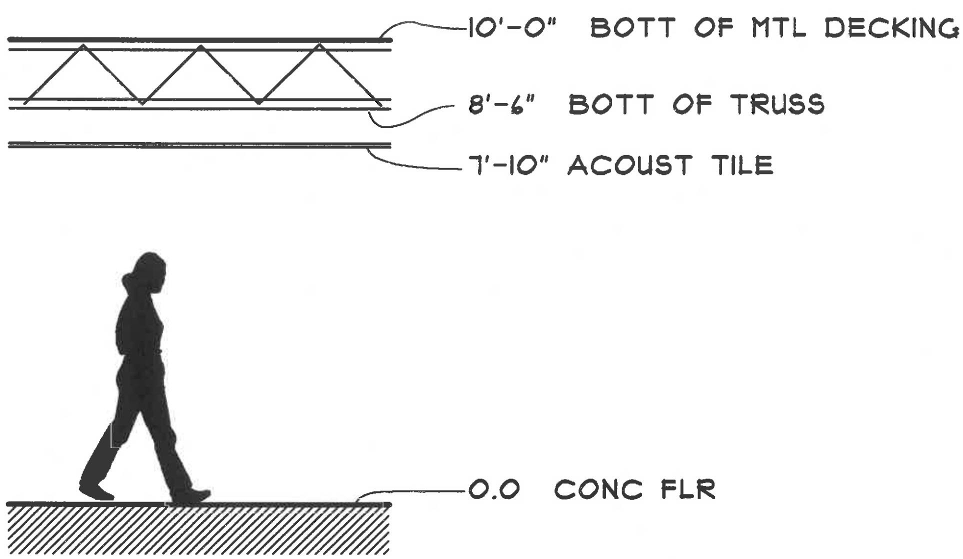
EXISTING BASEMENT PLAN

5,860 SF



1ST FLR SECTION

AT CENTER SECTION



BASEMENT SECTION

Building Analysis

Architectural

The proposed project is to convert the first floor (or portions) of the existing vacated Police building into a practice facility for the Woodland Opera house. Improvements to the basement are not part of the scope of this project except as required for the first floor work. The existing building was constructed in the 1970's and is in generally good condition for the office type use as originally intended. Significant layout changes will be required to best adapt the building to the new use – requiring much larger interior spaces. The building occupancy use also changes from a B type occupancy to an A3 occupancy which is generally more restrictive from a building code perspective.

To convert the office plan to a several large practice rooms, the most economical approach is to eliminate non bearing walls and work around the bearing and shear walls - which is precisely what we have done. The resulting plan includes three large practice rooms (of various sizes) as well as miscellaneous offices and individual practice rooms. ADA compliant toilet rooms and a community room are also included. The community room is located off the main entrance and is intended for flexible use by different community groups and organizations as well as a lobby type area off the practice rooms. Individual practice rooms are intended for the original "cells".

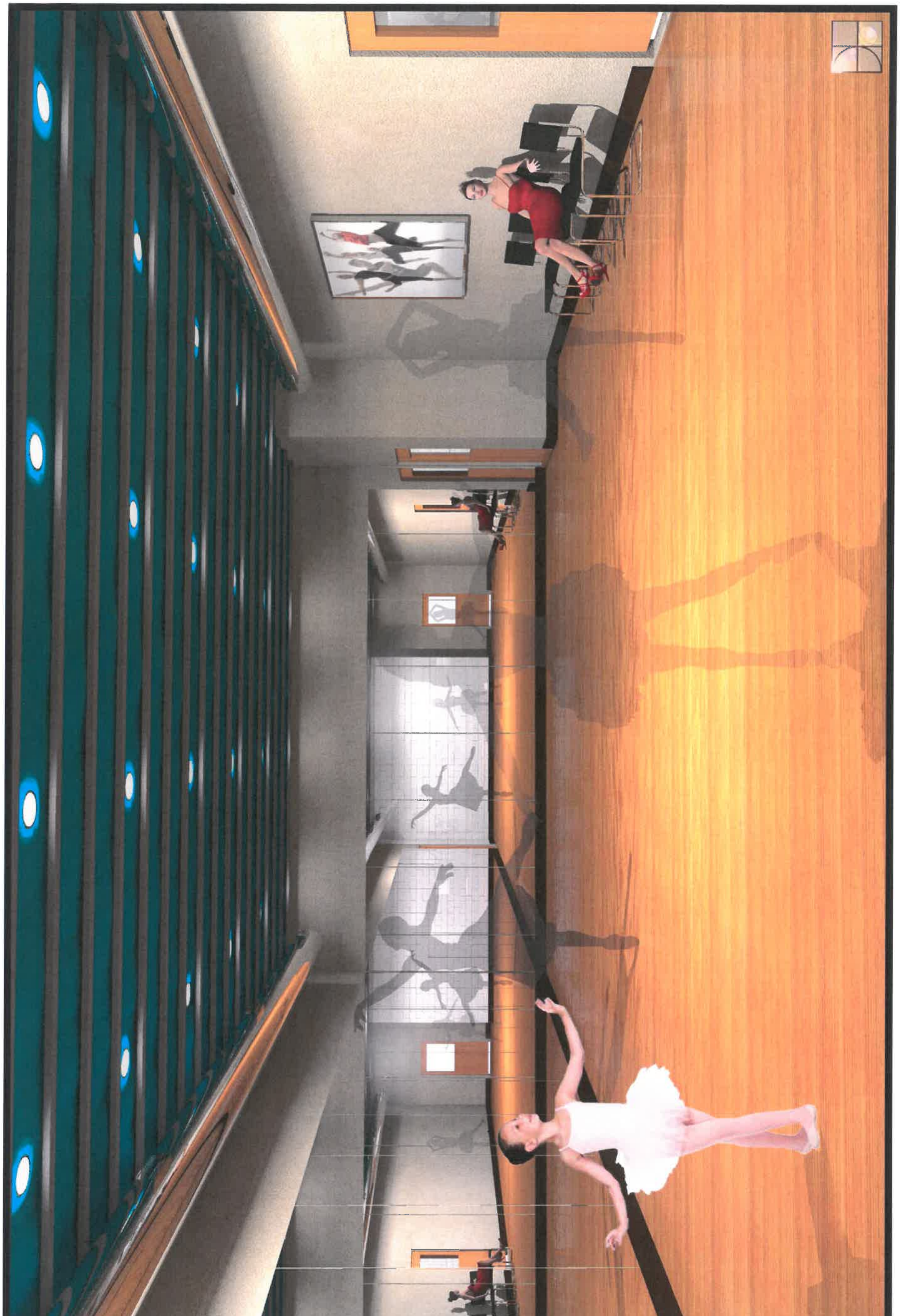
The largest practice room (Practice Room 1) will have an exposed truss ceiling to maximize ceiling height. It will also have a wood performance type floor with mirrors along two sides. Lighting will be dimmable LED's for uniform lighting, efficiency and flexibility. The other two practice rooms will have suspended ceilings and recessed fluorescent fixtures but will also have variations of dance type floors.

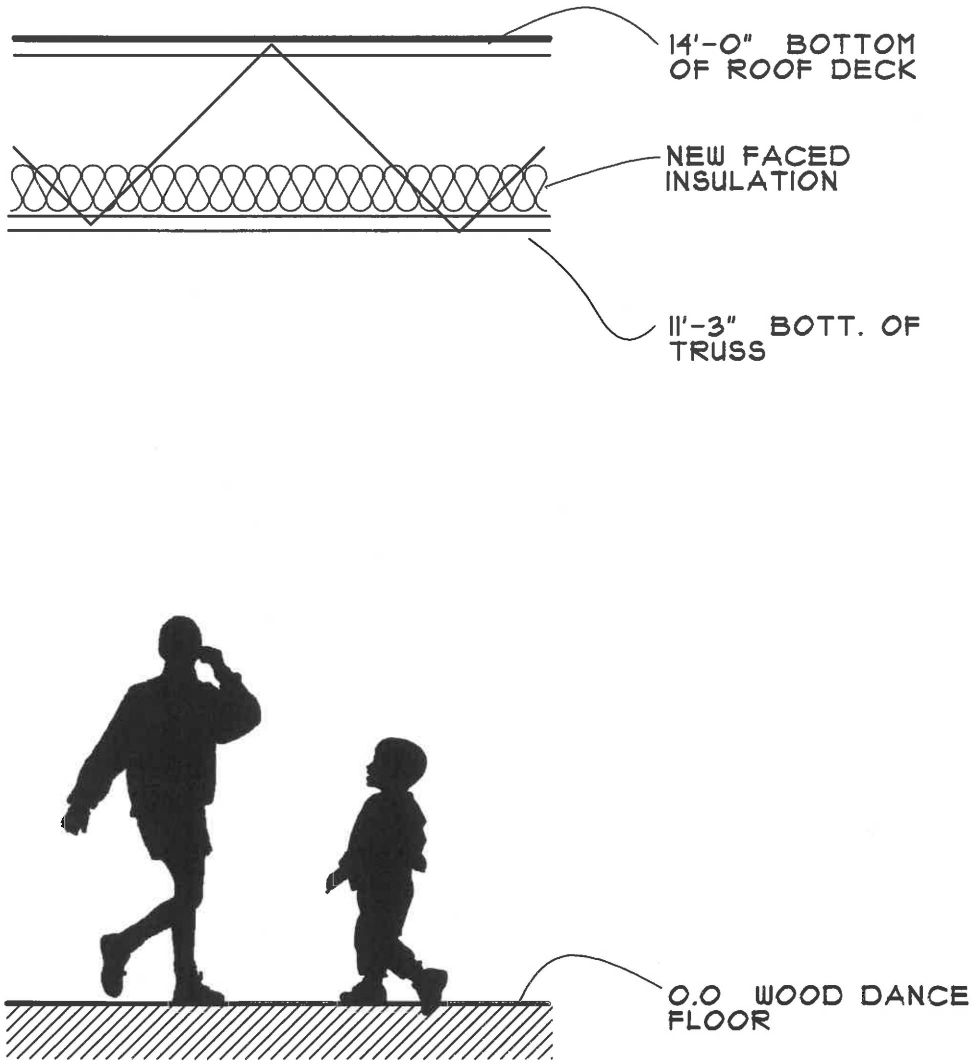
Teacher offices are located off the two larger practice rooms and a large office near the community room. There is a "future" space that could be used for storage or office.

The existing building entrance off of Court street is sloped too steep to meet current ADA standards and will have to be reworked for compliance. This will involve a new ramp/step. It should be noted that the public sidewalk cross slope, all along the building frontage, significantly exceeds the maximum 2% (this repair is not reflected in the budget costs).

The existing roofs need some maintenance and replacement. The roof well, locating the HVAC units has been a source of rain leaks in recent years. We recommend the replacement of the foam roof covering with a single ply roofing material. Portions of the concrete tile roof need attention and will need to be carefully removed to repair the underlayments and then reinstalled.

Minimal improvements to the exterior of the building are contemplated aside from painting, signage and entrance lighting.

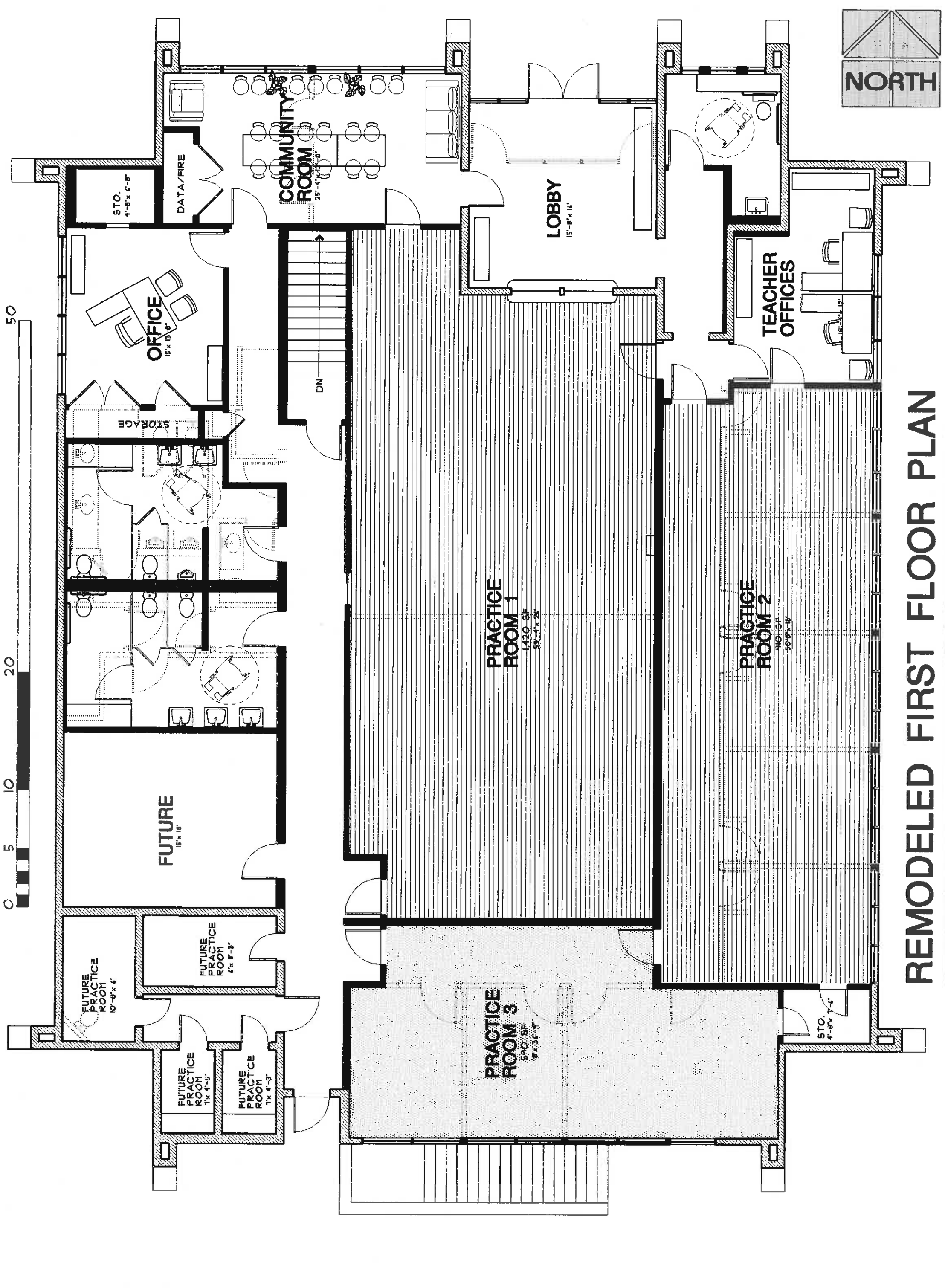




1ST FLOOR SECTION - NEW

AT CENTER SECTION

9



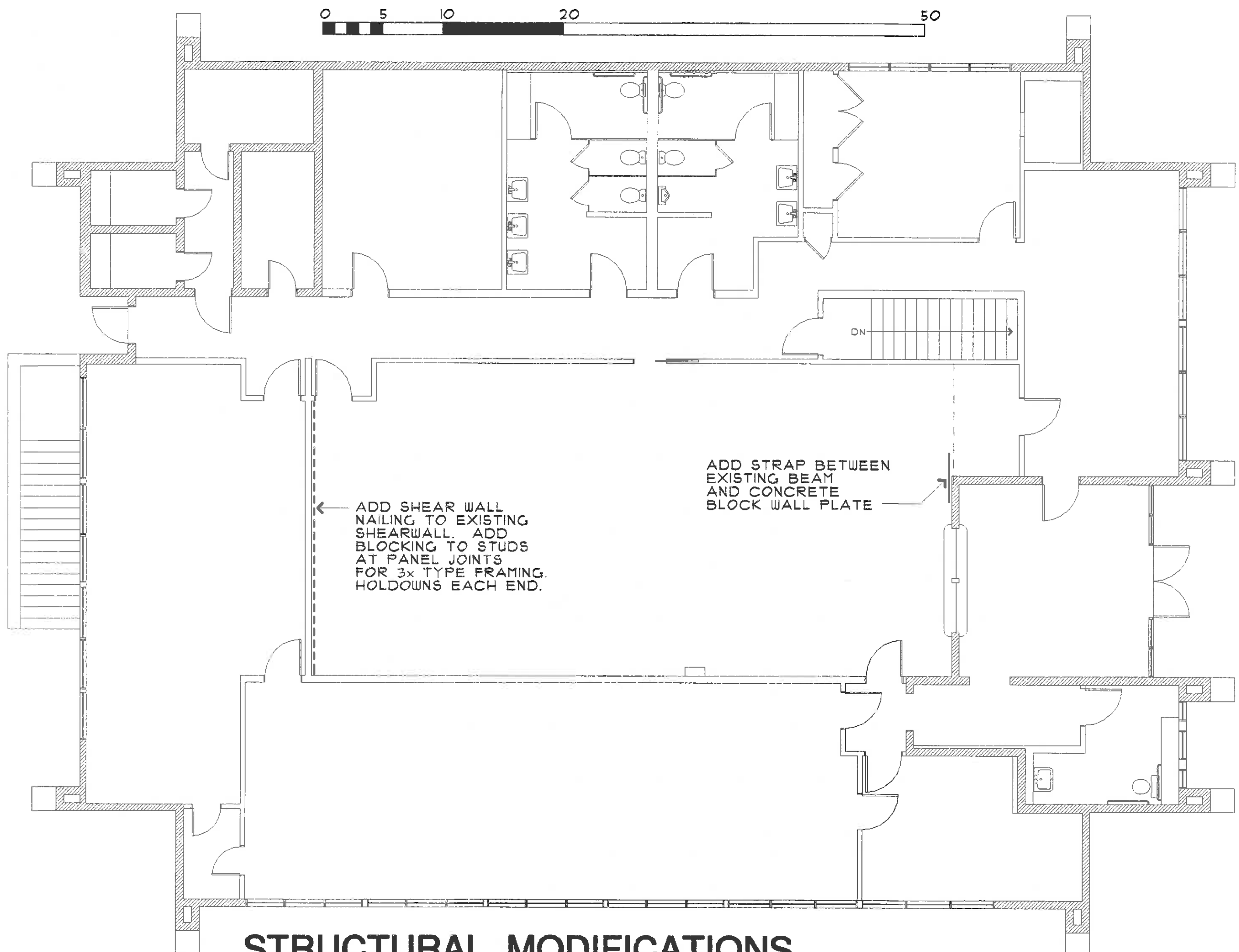
REMODELED FIRST FLOOR PLAN

Structural

The existing building structure consists of a basement with concrete walls and columns supporting a 12" thick concrete floor on a steel deck on trus joists supported by steel beams. The first floor exterior walls are 8" concrete masonry units with 2x6 wood stud walls supporting the center Mechanical well. The roof framing is composed of trus joists. Laterally, the forces are taken up through the concrete masonry walls down to the concrete basement walls with the exception of the box of interior 2x6 plywood sheared walls supporting the roof well and one other intermediate 2x6 plywood sheared wall (now removed) located near the center of the roof well (running east/west).

This system is in good condition and the only expected work has to do with the shear wall that was removed. A quick check on the lateral force system indicates that this shear wall, when viewed using current lateral values for buildings with an importance factor of 1 (rather than the enhanced value required for a police building use), would still be required. Since it is important for the proposed use to have a large open practice room, which this wall would bisect, we looked at mitigating measures to compensate for its omission.

Mitigating measures are relatively minor in scope and would include additional plywood nailing for the southernmost well shearwall as well as added blocking to achieve the 3x width requirement for this type of shear wall. A strap would also be added to the existing 6x14 roof beam to the existing block wall at the north end of the roof well.



STRUCTURAL MODIFICATIONS

Mechanical

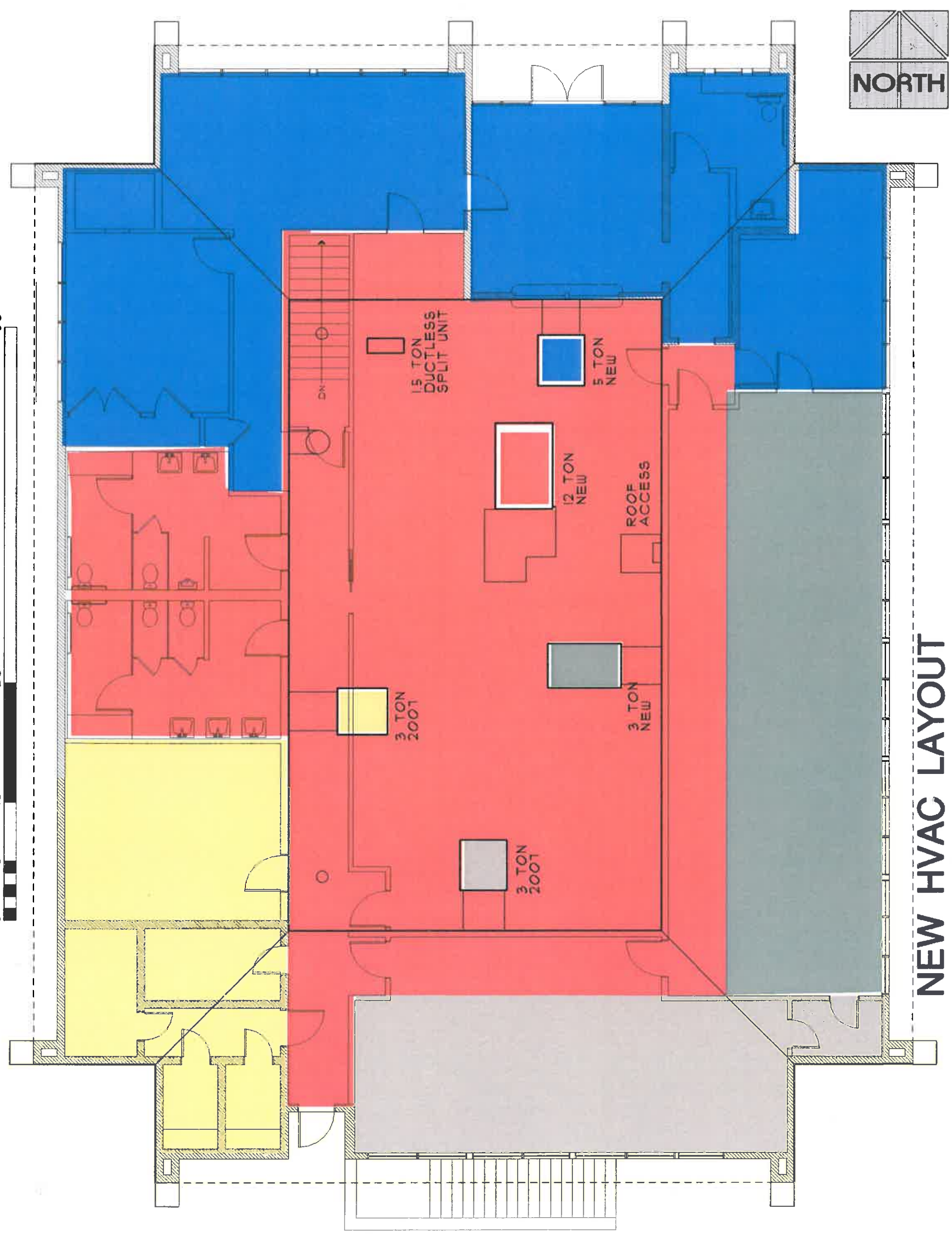
The general layout of the HVAC system included 5 mechanical units all located in the roof well. 4 of these units serve the 4 orientations of the building and are generally in the 3 ton cooling range. The fifth unit serves the large center section of the building and is around 10 cooling tons. Note that these units were sized for an office type use as opposed to the proposed use of practice rooms. The units are likely undersized in both capacity and outside air for the proposed use. All the units appear to have been replaced at least once since the building was replaced. Some are as recent as 2007 while others are much older (1998 and beyond). The Mechanical Engineer comments:

"I recommend replacing the 10 ton unit (built in 1997) and the Payne unit. Though I'm not sure of the date the Payne unit was manufactured, it was certainly made well over 16 years ago, which is the standard we usually use when making repair or replacement decisions."

Ducting is above the suspended ceiling and radiates out from the roof well. As the units are increased in size, the ducting will also need to be increased in size. In particular, the new large practice room, where the suspended ceiling is being removed, is proposed to have perimeter exposed ducting while the other areas will have concealed ducting above the ceiling.

To keep monthly utility costs to a minimum, it is proposed to zone the areas addressing the most commonly used rooms on separate systems from other lesser used areas. Some of the units will need to be replaced due to age while other units will be swapped out due to capacity limitations.


NORTH
EXISTING HVAC LAYOUT
1.5 TON
DUCTLESS
SPLIT UNIT
3 TON
2007
10 TON
1998
ROOF
ACCESS
ROOF
2.5 TON?
VERY OLD
3 TON
2007
3 TON
2007
FIRE
DATA
0
5
10
20
50


NEW HVAC LAYOUT
NORTH
1.5 TON DUCTLESS SPLIT UNIT
5 TON NEW
12 TON NEW
ROOF ACCESS
3 TON NEW
3 TON 2007
3 TON 2007
DN
0
5
10
20
50

Plumbing

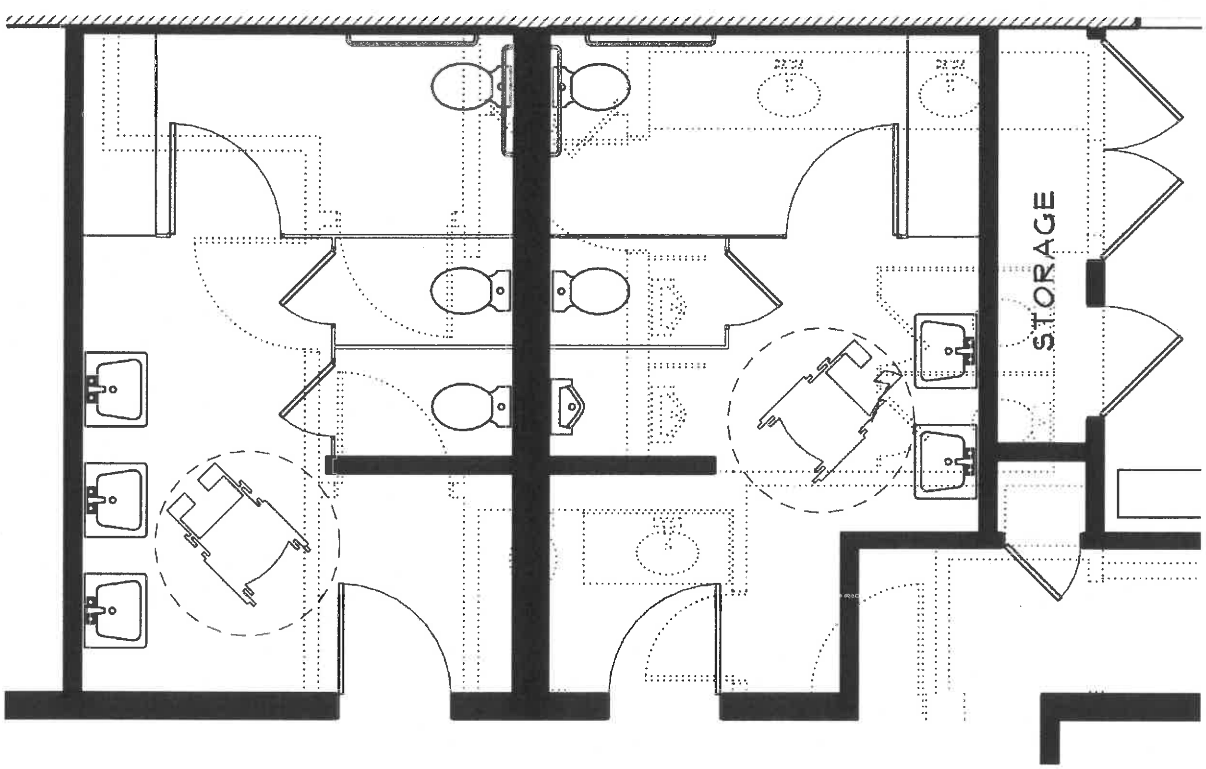
The plumbing systems have a rather unusual feature of a sewage ejector system located in the basement. This system appears to serve the entire building and not just the basement.

Mechanicals Engineers Comments -

"The sewage ejector pumps appear to be code compliant and in good shape. I saw no obvious reason why they can't be used as-is when the new tenant moves into the building. I recommend that a plumbing contractor is hired to re-commission this system, however, as despite the system's simplicity, there may well be details to the start-up that would be overlooked by the average person. You wouldn't want to start the pumps when a valve is closed, for example. "

The building is fire sprinkled and minor layout changes are expected.

Regarding the proposed alterations to the plumbing system, it is primarily limited to the new toilet rooms located in the same area as the existing toilet rooms. With the exception of the extraordinarily thick concrete slab, the changes should be fairly straight forward, although extensive.



Electrical

The existing electrical system should be adequate to supply the power requirements of the proposed use. The Electrical Engineer comments:

" **Electrical Distribution Analysis.** The existing PG&E electrical service is a 208/120V, 3phase, 4 wire service that feeds an existing 600A Switchboard with a 600A main circuit breaker. The main swbd feeds AC units and 3 branch panels A, B & C. Per the attached NEC/CEC Service Entrance load calculations based on sq-ft of entire building, the existing 600 Amp service is adequate to support the new occupancy. (Please see the attached load calcs and estimated load of 149 kva and 414 amps at 208v, 3phase. The electrical distribution gear appears to be from the original construction, but is in good shape and is not required to be replaced.
It is unknown if the existing generator is operational, but it is not required for the proposed occupancy. It is not recommended to keep the generator operation due to the maintenance cost and AQMD permits required.

Lighting Analysis. The existing interior lighting is mainly fluorescent fixtures with T8, 32 watt lamps. Fluorescent fixtures have 2, 3 & 4 lamp configurations and are dual level switched using toggle switches for on-off control of alternate fixtures or alternate lamps. Some rooms have been updated with wall mounted motion switches. The existing fluorescent fixtures may remain or relocated to meet Title 24 requirements. Title 24 compliance will require all ltg fixtures to be switched with automatic on-off control and can be accomplished with wall mounted motion switches in smaller enclosed offices and ceiling mtd motion sensors in larger rooms. A CPU based lighting controller may also be used for auto shutoff and auto on during occupied hours, and low-voltage override switches can be placed at main entrance.
Exterior lighting is soffit mounted cans around the bldg. perimeter and at entry way. All exterior exit doors require upgrades to include battery backed fixtures at exterior side of egress exit doors. The remaining exterior lighting may remain as is. It is recommended to provide new light fixtures with battery backup at main entrance.

Receptacle and Voice/Data port Analysis. There are ample power receptacles and voice/data ports from the previous occupancy and existing receptacles shall remain and new receptacles shall be provided if requested by tenant. The existing voice/data ports should remain in place and the existing CAT5 cables that extend to basement patch panels should remain even if not used by new tenant.

Mechanical Equipment Power Analysis. The existing HVAC units and water heaters may be upgraded or remain as is and will be determined by the mechanical engineer. There is ample power capacity and breaker spaces to upgrade or add additional mechanical equipment. "

17

	OCCUPANCY = Business LOAD ESTIMATE EXISTING POLICE DEPT.			
NAME:	First Floor = 6050 sq-ft, Basement = 5950 sq-ft LINE TO LINE VOLTAGE: 208			
LOAD NO.	DESCRIPTION (LABEL)	Area sq-ft	VA per sq-ft	Total KVA
1	LIGHTING LOAD	12000	1.0	12.0
2	RECEPTACLE LOAD	12000	2.0	24.0
3	HVAC LOAD	12000	8.0	96.0
4	Miscellaneous	12000	1.0	12.0
5	Exterior lighting			5.0
6				
7				0.0
8				0.0
	TOTAL LOAD			**149.0**
	DEMAND FACTOR			**1.0**
	TOTAL EMD (KVA)			**149.0**
	TOTAL EMD AMPS			**414**

Scope of Work – Phases

Note that cost figures include estimates of construction costs, permit fees, and Architect/Engineer fees.

Phase 1: Minimum Configuration $ 380,000

Minimum General Building Improvements: $ 180,000

- Redo front entry approach to meet ADA standards. Remove existing concrete slabs, reslope base for landing requirements, place new finished concrete.
- Replace existing roofing at roof well – remove existing roofing down to roof decking, strip from well walls. New single ply roofing, reset drains and flash to HVAC units.
- Repair damaged areas of tile roofing. Carefully remove existing concrete tile courses, replace/repair roofing felts and reinstall. Replace damaged tile to match existing.
- Remove existing large toilet rooms and replace with new ADA configuration. Move walls, move plumbing, new 12" concrete penetrations, new partitions, new plumbing fixtures and partitions, new flooring, new paint, new hardlid ceiling, new lights, new doors.
- Paint exterior of building, new entrance lighting and new signage.

Reconfigure North Wing: $ 70,000

- Remove raised floor, rail and short wall and kitchenette/cabs in north/west corner break room. Remove existing non bearing wall (A) at old computer room.
- Add closet walls and doors enclosing data entry boards and fire riser at west end of new community room.
- New carpet over existing vinyl tile at new community room and offices at north/east and north/west corners. New demising walls in same areas.
- Remove existing interior storefront glass wall and doors at main entrance – patch.
- Reuse existing lobby and single occupancy toilet room.
- Redo suspended ceiling throughout where damaged or altered by new work.
- Redo lighting as necessary for new configurations.
- Replace existing HVAC unit with new larger unit and new ductwork serving entire area. New paint.
- New furnishings for offices and community room.
- Mitigating structural alterations to the existing shear wall system under the roof well.
- Asbestos mitigation measures.

Configure Practice Room 1: $ 130,000

- New floating wood dance floor over existing vinyl tile flooring (remove carpet leaving vinyl tile). Install new base board.
- Remove existing suspended ceiling exposing existing trusjoists. Remove /relocate any existing ductwork that is below trusses.

- Remove existing nonbearing walls to enlarge space. Close 2 existing pocket doors in east wall.
- Remove existing wall at south/west corner and add new exit wall recess and door in south west corner.
- New HVAC system replacing existing 10 ton system with new exposed ductwork running below existing trusses.
- New LED lighting dimmable recessed cans and switching.
- New faced insulation at bottom of trusses.
- New 8' high mirrors along south and east walls.
- New paint.

Phase 2: Practice Room 3 $ 60,000

- Remove existing office demising walls (A) and doors. Remove existing carpet.
- Remove existing suspended ceiling and lighting.
- Reuse HVAC units and rework ducting as necessary.
- New suspended ceiling and lights at practice room 3 and future use room. Hard lids at small practice rooms.
- New dance flooring – portable dance flooring secured in place (remove carpet leaving vinyl tile and patch).
- Patch walls, paint.
- Asbestos mitigation measures.

Phase 3: Practice Room 2 $ 90,000

- Remove existing office demising walls (A) and doors. Remove existing carpet.
- Remove existing suspended ceiling and lighting.
- New HVAC unit and ducting.
- New suspended ceiling and lights.
- New dance flooring – floating wood dance floor over existing vinyl tile flooring (remove carpet leaving vinyl tile and patch).
- Patch walls, paint.
- Asbestos mitigation measures.

Construction Cost Estimate:

Note that cost figures include estimates of construction costs, permit fees, and Architect/Engineer fees.

Phase 1: Minimum Configuration

Estimated construction cost - $ 380,000

Phase 2: Add Additional Small Practice Room

Estimated construction cost - $ 60.000

Phase 3: Add Additional Medium Practice Room

Estimated construction cost - $ 90,000

Total Project Estimated Construction Cost

Estimated construction cost - $ 530,000

Exhibit C

RULES AND REGULATIONS

Tenant shall comply with the following rules and regulations (individually and collectively, "**Rules**"). Landlord shall not be responsible to Tenant for the nonperformance of any of these Rules.

1. Locks; Keys. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys shall be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. Doors Opening to Public Corridors; Protection of Premises. All doors opening to public corridors must be kept closed at all times except for normal ingress to and egress from the Premises. Tenant shall assume all responsibility, including keeping doors locked and other means of entry to the Premises closed, for protecting the Premises from theft, robbery, and pilferage.

3. Admission to Building. Landlord and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building of any person. Landlord reserves the right, in the event of invasion, mob, terrorist event, riot, public excitement, or other commotion, to prevent access to the Building or Property during the continuance of that event by any means it considers appropriate for the safety and protection of life and property.

4. Requirements of Tenant. Any special requirements of Tenant not set forth as an obligation of Landlord under the Lease will be considered only upon written application to Landlord at Landlord's address set forth in the Lease. Landlord's employees shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

5. Use of Plumbing Facilities; Responsibility for Damage. The plumbing facilities (including but not limited to restrooms, toilets, urinals, wash bowls, drains, and other apparatus) shall be used for no purpose other than that for which they were constructed, and no foreign substance of any kind shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who caused, or whose employees or agents caused, the breakage, stoppage, or damage.

6. Flammable or Combustible Fluids or Materials; Foul or Noxious Gases or Substances; Nontoxic Materials. Tenant shall not use, or keep, or allow to be used or kept, in or on the Property or any portion thereof, any foul or noxious gas or substance, kerosene, gasoline, or other flammable or combustible fluid or material. All materials, fabrics, and products used in Tenant's furnishings, wall and floor coverings, and ceiling installations shall be nontoxic and subject to the prior approval of Landlord's architect or engineer. Nothing contained herein is intended or shall be construed to alter or diminish any obligations of Tenant under any portion(s)

of its Lease addressing environmental matters and compliance, indemnities, or Laws.

7. Animals, Birds, and Vehicles. Tenant shall not bring into, or keep within, the Property or any portion thereof animals, birds, or vehicles not permitted under the Lease except for (a) seeing-eye dogs or other animals or vehicles required by any disabled employee or invitee of Tenant, or (b) hand trucks and similar equipment. Without Landlord's prior consent, Tenant shall not use such items in any space or in the public halls of the Building unless they are equipped with rubber tires and side guards or similar equipment.

8. Cooking; No Use of Premises for Improper Purposes. No cooking shall be done or permitted on the Premises, except that Underwriters' Laboratory (UL)-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate, and similar beverages for employees and visitors. This use must be in accordance with all applicable Laws. The Premises shall not be used for lodging, or for any illegal purposes.

9. Exclusion or Expulsion. Landlord reserves the right to exclude or expel from the Property or any portion thereof any person who, in Landlord's judgment, is under the influence of alcohol or drugs or commits any act in violation of any of these Rules.

10. Smoking; Illegal Substances. Smoking of tobacco products and use of illegal substances is strictly prohibited in or about the Property or any portion thereof as per Law.

11. Compliance With Safety Regulations. Tenant shall comply with all safety, fire protection, and evacuation procedures and regulations established by Landlord or by any government agency. Nothing contained here is intended or shall be construed to alter or diminish any obligations of Tenant under any portion(s) of its Lease addressing compliance with Laws.

12. Extermination. Tenant agrees not to permit the extermination of vermin to be performed in, on or about the Property or any portion thereof except by a person or company reasonably designated by Landlord and at times reasonably designated by Landlord.

13. Obstructions. Tenant and Tenant's employees shall not in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to the Building or Property, and they shall use the same only as passageways to and from the Premises. At no time shall Tenant, its employees or agents be permitted to conduct work activity (except for normal loading and unloading of vehicles) nor store wooden pallets, boxes, goods or other materials outside the confines of Tenant's Premises.

14. Disposal of Trash and Garbage. Tenant shall store all trash, garbage, and refuse (**"Trash"**) within the interior of the Premises. Tenant shall not place or have placed in Trash boxes or receptacles any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of Trash in the Building's vicinity. Tenant shall comply fully with all applicable Laws when disposing of Trash. All Trash disposal shall be made only through routes and at times designated by Landlord.

15. Provision of Information to Tenant's Employees. Tenant shall comply with requests by Landlord that Tenant inform Tenant's employees and agents of items of importance to Landlord.

16. Prohibited Uses and Activities.

16.1 Any use, operation or activity which causes or produces the attraction of flies, insects, rodents or other animals, or the creation or emission of dust or dirt;

16.2 Any use, operation or activity which causes or produces any emission into the air of any (a) noxious, toxic, hazardous or corrosive fumes or gases; (b) excessive smoke, dirt or dust; or (c) pollutants in violation of any state or federal standards;

16.3 Any use, operation or activity which causes or produces any discharge of toxic substances or hazardous waste material into any sewer system or storm drain serving the Property in a manner that will result in any leaching into the soil, or release into the atmosphere or water table;

16.4 Hazardous or unsafe uses by reasons of danger of fire or explosion, or uses that will increase the fire hazard rating on the Property or other properties, or uses objectionable or offensive to the Property or adjoining properties;

16.5 Uses in violation of any applicable Laws;

16.6 Any construction, erection, or placement of ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Property, whether such portion is improved or unimproved, except as specifically permitted by Landlord; and

16.7 Additional prohibited uses as determined by Landlord from time to time, provided that such prohibited uses shall not include the Permitted Uses as set forth in the Basic Lease Information of the Lease.

17. Conflict. In the event of any conflict between these Rules or any further or modified Rules from time to time issued by Landlord and the Lease provisions, the Lease shall govern and control.

18. Rule Changes; Waivers. Landlord reserves the right at any time to change or rescind any one or more of these Rules or to make such other and further reasonable rules as, in Landlord's judgment, may from time to time be necessary for the operation, management, safety, care and cleanliness of the Property or any portion thereof, for the preservation of good order therein, or for the convenience of other occupants and tenants of the Property. Landlord may waive any one or more of these Rules for the benefit of any particular tenant(s). Landlord further reserve(s) all the rights reserved to it or them by the provisions of the Lease, by any CC&Rs, or by operation of Law. No waiver by Landlord shall be construed as a waiver of those Rules in favor of any other tenant, and no waiver shall prevent Landlord from enforcing those Rules against any other tenant or occupant of the Property. Tenant shall abide by any additional rules or regulations which are ordered or requested by any governmental or military authority. Tenant shall be

deemed to have read these rules and to have agreed to abide by them as a condition of Tenant's occupancy of the Premises.

File #: 16-111, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: Carry-Over of FY2014/15 Unencumbered Appropriations

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2014/15 to 2015/16 totaling $654,798. These funds represent appropriations provided in the FY2014/15 budget for specific projects in support of departmental programs that were not completed last fiscal year. These funds are proposed to be re-appropriated for expenditure as amendments for the FY2015/16 budget.

Staff Contact

Evis Morales, Senior Finance Analyst - (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact

Approval of the staff recommendations will authorize an amendment to the FY2015/16 budget in the amount of $654,798. These funds were previously authorized as part of the FY2014/15 budget for specific projects and program expenditures. The following table summarizes the recommended re-appropriation, by fund source:

Fund Description	Fund #	Amount
General Fund	101	$519,162
Environmental Compliance Fund	365	$135,636

Also included in the attached Budget Resolution and Exhibit A is $2,104,972 in additional appropriations that have already been approved with prior actions by the City Council this fiscal year.

Lastly, staff began Request for Proposal (RFP) process for a water Web-Portal that will assist staff and the public to monitor water usage. Since this project was identified in FY2014/15, staff considered this a carry-over item, however, it is staff's recommendation that the City Council consider funding for this item once the RFP process has been completed. Staff will return to the City Council at a future date with a vendor recommendation, contract, and budget appropriation request once the RFP process has been completed.

Background

In general, annual budgeted appropriations that are not expended or encumbered (set-aside to cover costs of existing contractual obligations) by year-end revert back to fund balance and are subsequently available for re-appropriation in future budgets. However, each year, selected funding allocations in the annual budget in support of specific projects and/or priority needs may be requested for re-appropriation. Re-appropriation of unexpended and unencumbered funding is typically limited to funding needed to continue multi-year projects as well as funding in the budget for a specific purpose that was unable to be expended prior to year-end.

This staff report contains recommendations for carry-over of unexpended (and unencumbered) FY2014/15 funds that, once approved by the City Council, will represent an amendment to the FY2015/16 budget.

Carry-over requests submitted by each department have been reviewed by Finance and the City Manager, with recommendations to the City Council based on the following criteria:

1. The fund is overall in good health.
    a) Availability of funds at the line-item and program level.
    b) Availability of funds at the department and fund level.
2. Revenue by fund analysis completed to ensure that each department’s revenue met or exceeded revenue projections. This was compared to program/department’s overall estimated savings to ensure that savings do exist.
3. Citywide revenue by fund analysis was completed to ensure that each fund’s revenue met or exceeded revenue projections. This was compared to overall estimated expenditure savings to ensure that savings do exist.
4. Consistency of carry-over request with intent of original appropriation.

The detailed carry-over requests that are being recommended for approval are attached to this staff report as Exhibit B.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2014/15 to 2015/16 totaling $654,798. These funds represent appropriations provided in the FY2014/15 budget for specific projects in support of departmental programs that were not completed last fiscal year. These funds are proposed to be re-appropriated for expenditure as amendments for the FY2015/16 budget.

Prepared by: Evis Morales, Senior Finance Analyst

Reviewed by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

Attachment: Budget Resolution
Exhibit A - Total Appropriations by Fund
Exhibit B - Detailed List of Carry-Over Recommendations

RESOLUTION NO: ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2015-2016 ANNUAL BUDGET

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2015-2016 and adopted by the City Council on June 16, 2015; and

WHEREAS, the adopted budget also included the fiscal year 2015-2016 budgets for the Woodland Finance Authority and the Successor Agency to the former Woodland Redevelopment Agency; and

WHEREAS, the budget for Capital Improvement Plan for fiscal year 2015-2016 was also prepared; and

WHEREAS, a amended annual budget has been prepared for fiscal year 2015-2016; and

WHEREAS, all appropriations for the prior fiscal year shall lapse at the end of fiscal year 2014-2015 and any remaining amounts shall be credited against their respective fund balances, except for:

a. Any unexpended but encumbered amounts for specific purchase orders outstanding at the end of the Fiscal Year, and
b. Any appropriations for incomplete capital projects at the end of fiscal year 2014-2015; and

WHEREAS, for these exceptions, such carry-overs may be made without further City Council action,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The 2015-2016 Annual Amended Budget is hereby adjusted to include supplemental appropriations totaling $2,759,770 shown in Exhibit A.

Section 2. Appropriations are hereby made at the individual fund level. The City Manager and Finance Officer are authorized to make budgetary transfers within an individual fund, so long as total appropriations for such fund remain unchanged. Interfund loans and/or transfers necessary to support fund level appropriations are hereby approved and authorized. Any changes to total fund level appropriations require further Council action.

Section 4. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2015-2016 Amended Budget, together with any non-substantive corrections to the preliminary budget adopted by this Council.

PASSED, APPROVED, AND ADOPTED THIS ______ DAY OF _______________, 2015.

RESOLUTION NO: _______________

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ________________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2015, by the following vote:

AYES:	Council members:	______________________________
NOES:	Council members:	______________________________
ABSENT:	Council members:	______________________________
ABSTAIN:	Council members:	______________________________

____
Mayor, Tom Stallard

Attest:

_____________________________________,
City Clerk, Ana B. Gonzalez

CITY OF WOODLAND
FISCAL YEAR 2015/16
TOTAL APPROPRIATIONS BY FUND

Fund	Title	Adopted FY 2015/16	*Council Approved Appropriations	Recommended Carry-over	Amended FY2015/16
010	EQUIP SERVICES	$2,565,051	3,000		2,568,051
011	FACILITIES REPLACEMENT	100,000	0		100,000
012	EQUIPMENT REPLACEMENT	934,006	469,459		1,403,465
013	BENEFITS FUND	7,175,823	0		7,175,823
015	INFORMATION SYSTEMS FUND	2,063,406	70,717		2,134,123
091	SELF INSURANCE	1,636,560	0		1,636,560
101	GENERAL FUND	44,436,671	289,177	519,162	45,245,010
210	WATER ENTERPRISE FUND	27,603,786	71,749		27,675,535
220	SEWER ENTERPRISE FUND	23,439,571	817,097		24,256,668
221	STRM DR ENTERPRISE FUND	1,359,599	24,851		1,384,450
222	WASTEWATER PRE-TREATMENT	579,591	1,054		580,645
240	CEMETERY	411,401	0		411,401
250	RECYCLING	243,026	0		243,026
252	CONST/DEMO DEBRIS RECYCLE	34,262	0		34,262
253	YOUTH CENTER ENTERPRISE	364,284	0		364,284
280	TRANSIT SYSTEM	1,473,742	0		1,473,742
301	LITERACY GRANT	82,491	0		82,491
320	COMMUNITY DEV. BLOCK GRNT	651,554	273,058		924,612
321	OFF-SITE AFFORD HOUSING	0	6,668		6,668
322	SUPPORT HOUSING PROGR	201,188	18,645		219,833
323	HOME GRANT	0	4,400		4,400
326	HOUSING ASSISTANCE	8,800	0		8,800
328	CDBG - ARRA FUNDS	0	0		0
329	ARRA GRANT PROJECTS	0	0		0
340	POLICE GRANTS	374,758	0		374,758
349	LOCAL LAW ENFORCEMENT BL	1,382	0		1,382
350	COPS MORE TECH GRANT	7,968	0		7,968
352	SLESF	117,155	0		117,155
353	PROPISTION 172	529,423	0		529,423
354	TRANS DVLP (SB325)	1,647,288	5,966		1,653,254
355	GAS TAX-2106 (SELECT)	1,310,267	12,103		1,322,370
357	ASSET FORFEITURE FUND	25,000	0		25,000
358	HOUSING MONITORING FUND	12,387	0		12,387
359	FIRE SUPPRESSION DISTRICT	3,500	0		3,500
365	ENVIRONMENTAL COMPLIANCE	179,220	0	135,636	314,856
381	GIBSON RANCH L&L	792,582	343		792,925
383	N PARK L&L DISTRICT	27,129	0		27,129
384	SP ASSESS STRENG PD LAND	24,897	0		24,897
386	USED OIL RECYCLING GRANT	16,000	24,610		40,610
387	WOODLAND WEST L&L	23,112	0		23,112
389	SPRINGLAKE L&L	1,013,805	1,029		1,014,834
391	SPORTS PARK O&M CFD	399,615	5,663		405,278
392	GATEWAY L&L	118,695	0		118,695
501	CAPITAL PROJECTS	105,641	0		105,641
506	MEASURE E	4,332,341	0		4,332,341
510	GENERAL CITY DEVELOPMENT	135,525	0		135,525
522	RECOGNIZED OBLIGATION RETIREMEN	994,729	0		994,729
540	PARK & RECREATION DVLP	1,859,321	0		1,859,321
550	POLICE DEVELOPMENT FUND	70,364	0		70,364
560	FIRE DEVELOPMENT	181,121	0		181,121
570	LIBRARY DEVELOPMENT FUND	87,587	0		87,587
581	STORM DRAIN DEVELOPMENT	353,981	0		353,981
582	ROAD DEVELOPMENT	1,052,351	0		1,052,351
583	TREE RESERVE	0	2,400		2,400
584	WATER DEVELOPMENT FUND	69,799	0		69,799
585	SEWER DEVELOPMENT FUND	67,441	0		67,441
593	GIBSON RANCH INFRA-STRUC	990	0		990
594	SPRING LAKE CAPITAL	138,103	0		138,103
601	SPRINGLAKE ADMINISTRATION	198,612	2,983		201,595
640	SLIF PARKS & RECREATION	621,583	0		621,583
681	SLIF STORM DRAIN FUND	1,250,000	0		1,250,000
682	SLIF STREET IMPROVEMENT	550,000	0		550,000
830	SOUTHEAST AREA DEBT SERV	1,674,120	0		1,674,120
850	EAST MAIN ASSESS DIST 90	1,245,779	0		1,245,779
870	CFD#2 SPRINGLAKE DEBT SRV	2,615,424	0		2,615,424
882	2012 LEASE REFUNDING	1,058,504	0		1,058,504
883	2014 REFUNDING LEASE REV BONDS	1,541,089	0		1,541,089
885	WWTP REVENUE BONDS 2005	0	0		0
886	WATER REVENUE BONDS -2008	0	0		0
915	RECREATION CONTRACT TRUST	43,941	0		43,941

917	LIBRARY TRUST FUND	36,794	0		36,794
	Totals	**$142,274,135**	**$2,104,972**	**$654,798**	**$145,033,905**

**** Additional Appropriations to Funds previously approved this fiscal year by City Council (this includes Purchase Order Roll-overs included in Budget Adoption Resolution approved on 06-16-15)***

Exhibit B

Detailed List of Carry-Over Recommendations
FY2014/5 Budget Carry-Overs to FY2015/16
Unencumbered Department Requests

FUND	DEPARTMENT	DESCRIPTION		AMOUNT
101	Administrative Services	YGRIP Program	$	12,880
		Improvements to City Hall including Council Chambers	$	15,864
		HR Training	$	44,828
	Community Development (CDD)	Remaining balance of CDD one-time allocation for Economic Development activities	$	181,337
	Community Services	Special Events	$	25,000
		Measure J Programs	$	18,205
	Public Safety - Police	Police Over-Hire Funding to assist with new-hire transitions due to lengthy hire process.	$	50,000
	Public Safety - Fire	Funding for Fire Personal Protective Equipment (PPE)	$	5,000
		40-hour Trench Rescue Training course with for remaining Fire staff.	$	53,000
	Public Works	Downtown projects and improvements as directed by staff, Downtown Sub-Committee and Council.	$	113,048
General Fund (101) Total			**$**	**519,162**
365	Public Works	Part of funds approved by Council in FY14 for ongoing energy projects, including costs related to solar project, building energy efficiency, and lighting retrofits.	$	135,636
Environmental Compliance (365) Total			**$**	**135,636**

All Funds - Total Carry-Over Recommendation	**$**	**654,798**

Legislation Text

25.

File #: 16-116, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 15, 2015

SUBJECT: $2,842,900 City of Woodland Community Facilities District 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Bond Issuance Agreement; Authorizing the Issuance of Subordinate Special Tax Bonds; and Approving Certain Other Actions Related Thereto.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

There is no direct fiscal impact to any of the City's funds, including the General Fund. Issuance of these bonds is expected to assist in allowing timely development to occur in Spring Lake.

Background

In 2012 the City, along with consultants, designed a private placement bond program to allow the City to issue bonds to either finance required infrastructure or finance the required reimbursement of first round developers for oversizing of original infrastructure within the Spring Lake District. The landowners / developers within the District purchase and hold these bonds to be taken out at some future date.

The City previously issued private placement bonds purchased and owned by the landowners / developers as follows:

July 18, 2013	Access Land Co.	$1,506,300
July 23, 2013	Pioneer Investors	$1,226,900
August 27, 2014	Turn of the Century	$2,902,500
October 6, 2014	Pioneer Investors	$2,256,000
January 15, 2015	Heritage Park	$505,800
	Total	$8,397,500

Ms. Melanie Matthews, representative of Cal West/Optimistic Partners, approached the City about being the next party to utilize the private placement program. This proposed issuance in the amount of $2,842,900 would bring the total outstanding private placements to $11,240,400.

Discussion

Over the last couple of years the municipal market has experienced near “all-time” low interest rates and has seen an onslaught of land-secured refinancings (“refundings”). The City has taken advantage of these market conditions generating significant property owner savings on bonds issued for both Gibson Ranch and for the original series of bonds issued for Spring Lake in 2004. Since the onslaught of the great recession, the municipal market has seen very little issuance of land-secured bonds to fund new infrastructure projects.

In 2012 the City, along with consultants, designed a private placement bond program to achieve two main goals. First, to break the issuance log jam and allow those landowners / developers ready to sell or develop their property now to generate bond proceeds without having to access the municipal market. Secondly, it does not make sense for the City to issue a number of small publicly offered bonds because of the inefficiency of paying the costs of issuance associated with each series. The private placement program allows the City to pool these private placements together until such time as enough size is available to justify the costs of a public offering. The financing team is exploring the possibility of a paying off the existing private placements and if successful this proposed series would be included with that program.

The subject property is currently owned by Cal West/Optimistic Partners. They have a merchant builder interested in purchasing the subject property to develop a 142-unit R-8 project. The land sale is currently slated to close this month. The intent is to have the landowners, or their designees, purchase and own the bonds structured with a 30-year final term with essentially equal payments each year (no escalation of annual payments, also called level debt service). The interest rate on the bonds is currently expected to be set at 7.00% with a not-to-exceed rate of 8.00%. The interest rate on the previous private placement issuances were also set at 7.00%.

In keeping with the policies established by the private placement bond program, the bonds will have a reserve fund to cover debt service in the event of delinquencies, capitalized interest sufficient to cover the interest due from the closing date through and including September 5, 2016 and a minimum debt service coverage of 1.10 times. The capitalized interest is required since the City will not be able to place the special taxes on the tax roll this year.

These bonds are subordinate to bonds originally issued for the District in 2004 and refunded earlier this year with the Series 2014 (the “2014 Bonds”), and as such, are second in line to receive the special tax revenues each year. The City will continue to receive the special taxes each year, as collected by the County, and the money will first pay debt service on the 2014 bonds in full (interest due each March 1 and principal and interest due each September 1) and then pay principal and interest on the private placement bonds each September 5.

The landowner, or their designees, will own these bonds until such time as the City can enter the public market to issue bonds to refund (take out) this and any other private placement bonds outstanding. The payment on the refunding (take out) bonds will become equal to or on parity with the 2014 Bonds having equal right to the special taxes paid each year eliminating the subordinate bonds all together.

Besides City staff, the financing team consists of:

Bond Counsel: Kronick, Moskovitz, Tiedemann & Girard

Municipal Advisor: Del Rio Advisors, LLC

The schedule, should the Council approve the issuance, would be to complete all documentation and close the transaction on September 22, 2015.

The following legal document related to the financing has been prepared in substantially final form and attached for Council review:

- The Bond Issuance Agreement

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Execution and Delivery of a Bond Issuance Agreement; Authorizing the Issuance of Subordinate Special Tax Bonds; and Approving Certain Other Actions Related Thereto.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachments: Resolution
Bond Issuance Agreement

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(SPRING LAKE)

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT; AUTHORIZING THE ISSUANCE OF SUBORDINATE SPECIAL TAX BONDS; AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, by Resolution No. 4559, adopted on June 22, 2004, the City Council of the City of Woodland (the "City") established the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311*)* of the California Government Code) (the "Act"), for the purpose of providing for the financing of the construction and acquisition of certain public capital facilities described in the Resolution of Formation;

WHEREAS, on June 22, 2004, the qualified electors of the CFD authorized the City Council to levy special taxes upon the land within the CFD and to issue bonds in the principal amount of not to exceed $112,500,000 (the "Bonds"), secured by the special taxes, pursuant to the terms of the Act;

WHEREAS, the City issued $33,050,000 of its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, on October 5, 2004, and refunded them on October 22, 2013, by issuing its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "Refunding"), pursuant to the Fiscal Agent Agreement dated October 1, 2013 (the" Fiscal Agent Agreement"), between the City and U.S. Bank National Association;

WHEREAS, the City Council has determined to issue a series of bonds that will be subordinate to the Refunding Bonds and any other bonds issued pursuant to the Fiscal Agent Agreement, to be designated as Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F (the "Subordinate Bonds") for the purpose of financing the payment of the cost of acquiring certain public improvements for the City that were constructed or acquired by property owners in the CFD;

WHEREAS, the Bond Issuance Agreement of the City, pursuant to which the City will issue the Subordinate Bonds, which is incorporated herein by reference, has been presented to the City Council for its review and approval;

WHEREAS, it appears to the City Council that the authorization, approval, execution, and delivery of the Bond Issuance Agreement and the agreements and documents contemplated thereby or incidental thereto and the issuance, sale, and delivery of the Subordinate Bonds in accordance with the Bond Issuance Agreement are desirable and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland, that:

Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Authorization of Officers to Execute and Deliver the Bond Issuance Agreement. The City Council hereby authorizes the Mayor, the City Manager, the Finance Officer, and their designees (the "Designated Officers"), and each of them individually, for and in the name of the and on behalf of the City, to approve, execute, and deliver the Bond Issuance Agreement, in substantially the form presented to the City Council at this meeting, which agreement is hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the agreement for the City Council. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the City Council's approval of any such changes, insertions, revisions, corrections, or amendments to the form of the agreement presented to the City Council at this meeting. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption, and other terms of the Subordinate Bonds, shall be as provided in the Bond Issuance Agreement as finally executed.

Section 3. Authorization to Issue Bonds. The City Council hereby authorizes the issuance of the Subordinate Bonds in accordance with the terms of the Bond Issuance Agreement as finally executed.

Section 4. Authorization of Sale. The City Council hereby authorizes the sale, at a price equal to their principal amount, of not to exceed $2,842,900 principal amount of Subordinate Bonds, bearing interest at a rate not to exceed 8% per annum, to the buyers designated by Cal West Investors LLC, a California limited liability company, and Optimistic Partners, a California limited liability company. The Designated Officers, and each of them individually, in consultation with the City's municipal advisor, are hereby authorized to determine the actual interest rate to be borne by the Subordinate Bonds based on financial market conditions at the time of the issuance of the Subordinate Bonds.

Section 5. Retention of Professionals. Del Rio Advisors, LLC, is hereby appointed as municipal advisor to the City and Kronick, Moskovitz, Tiedemann & Girard, a Professional Corporation, is hereby appointed bond counsel to the City for the issuance and sale of the Subordinate Bonds. The terms of these engagements are as specified in the agreements presented in connection with the City Council's approval of the Subordinate Special Tax Bonds, Series 2013C.

Section 6. General Authorization. The City Council hereby authorizes and directs the Designated Officers, and each of them individually, for and in the name of and on behalf of the City Council, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Subordinate Bonds and otherwise to carry out, give effect to, and comply with the terms and intent of this resolution. All actions heretofore taken by such officers and agents that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed and approved in all respects.

Section 7. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED on September 15, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

City Clerk of the City of Woodland

DRAFT

BOND ISSUANCE AGREEMENT

made by the

CITY OF WOODLAND

Dated September 1, 2015

Relating to the

$[PAR AMOUNT]
CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SUBORDINATE SPECIAL TAX BONDS
SERIES 2015F

1288900.1 9127-190

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BOND ISSUANCE AGREEMENT

This BOND ISSUANCE AGREEMENT (the "Agreement"), dated September 1, 2015, is made by the CITY OF WOODLAND (the "City"), a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California, for the benefit of the owners from time to time of the bonds issued hereunder.

RECITALS

1. The City Council of the City (the "City Council") on June 22, 2004, duly adopted its Resolution No. 4559 (i) establishing the City's Community Facilities District No. 2004-1 (Spring Lake) (the "CFD") for the purpose of providing for the financing of certain services and the financing of the design, construction, and acquisition of certain public facilities in and for the CFD and (ii) determining the necessity to incur a bonded indebtedness in the amount of $112,500,000 with respect to the CFD.

2. On June 22, 2004, the qualified electors of the CFD authorized the City Council to levy special taxes upon the land within the CFD and to issue bonds in the principal amount of not to exceed $112,500,000 (the "Bonds"), secured by the special taxes.

3. The City now is fully authorized pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended) (the "Law") to issue the Bonds.

4. The City issued $33,050,000 of its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, on October 5, 2004, and refunded them on October 22, 2013, by issuing its Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013 (the "Refunding Bonds").

5. The City issued the Refunding Bonds pursuant to a Fiscal Agent Agreement dated October 1, 2013 (the "Fiscal Agent Agreement"), between U.S. Bank National Association and the City, under which the City will also issue additional Bonds for the purpose of financing and refinancing the design, construction, and acquisition of public facilities in and for the CFD.

6. The City has determined to enter into this Agreement in order (a) to provide for the execution and delivery of Bonds (the "Subordinate Bonds") that will be subordinate to the Refunding Bonds and the other Bonds that are expected to be issued pursuant to the Fiscal Agent Agreement (the "Senior Bonds"), (b) to establish and declare the terms and conditions upon which the Subordinate Bonds shall be issued and secured, and (c) to secure the payment of the principal thereof and interest thereon.

7. The City intends to issue Bonds under the Fiscal Agent Agreement to retire the Subordinate Bonds at such time as the total amount of outstanding Bonds that are subordinate to the Senior Bonds is sufficient to economically support the costs of issuance of additional Senior Bonds and general bond market underwriting criteria for their issuance can be satisfied.

8. The City has found and determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the

execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

AGREEMENT

In order to secure the payment of the Subordinate Bonds and the performance and observance by the City of all the covenants, agreements and conditions herein and in the Subordinate Bonds contained, the City hereby agrees and covenants with the owners from time to time of the Subordinate Bonds, as follows:

ARTICLE I
DEFINITIONS AND GENERAL PROVISIONS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Subordinate Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Administrative Expenses means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, costs of levying and collecting the Special Taxes, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Taxes, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

Agreement means this agreement made by the City.

Annual Debt Service means for each Bond Year the aggregate amount of principal and interest becoming due and payable on the Subordinate Bonds.

Bonds means all of the bonds issued by the City that are payable from the Special Taxes.

Bond Year means the period ending on September 5 of each year with the first Bond Year ending on September 5, 2016, and the last Bond Year ending on the date on which the Subordinate Bonds are no longer outstanding.

Business Day means any day of the week other than a Saturday or a Sunday or a day on which banks in the State are not required or authorized to remain closed and on which the New York Stock Exchange is open for business.

CFD means the City's Community Facilities District No. 2004-1 (Spring Lake), a community facilities district duly established within the geographical jurisdiction of the City pursuant to the Law.

City means the City of Woodland.

City Council means the City Council of the City.

Code means the Internal Revenue Code of 1986, as the same shall be hereafter amended, and any regulations heretofore issued or that shall be hereafter issued by the United States Department of the Treasury thereunder.

Community Facilities Fund means the fund by that name established pursuant to Section 7.4 (Allocation of Net Special Taxes) of the Fiscal Agent Agreement.

County means the County of Yolo, State of California.

Event of Default means any of the events specified in Section 5.1 (Events of Default).

Fiscal Agent means U.S. Bank National Association, a national banking association duly organized under the laws of the United States of America, or its successor as Fiscal Agent.

Fiscal Agent Agreement means the Fiscal Agent Agreement that the City expects to enter into with the Fiscal Agent in the near future for the purpose of refunding the City's Community Facilities District No. 2004-1 (Spring Lake) Special Tax Bonds, Series 2004, as such agreement is originally executed or as it may from time to time be supplemented or amended by any Supplemental Fiscal Agent Agreement delivered pursuant to the provisions thereof.

Landowners means the owners of the real property that constitutes the Projects.

Law means the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended), as now in effect and as it may from time to time hereafter be amended or supplemented.

Maximum Annual Debt Service shall mean the greatest amount of principal and interest becoming due and payable on the Subordinate Bonds in any Bond Year including the Bond Year in which the calculation is made or any subsequent Bond Year.

Net Special Taxes means the Special Taxes less, in each Fiscal Year, Administrative Expenses up to the sum of $25,000 increased by 2% each year after Fiscal Year 2012-13.

Opinion of Counsel means a written opinion of counsel experienced in the field of law relating to municipal bonds, appointed and paid by the City.

Owner means the person in whose name any Subordinate Bond shall be registered.

Payment Date means September 5 of each year. The first Payment Date shall be September 5, 2016.

Projects means (i) the [Cal West Investors LLC] Project (68 R-4 units), being Lot ___ of _____________ being part of _______________________, filed _________, 20___ in Book ____ of Maps, Page ____, Yolo County Records, and (ii) the [Optimistic Partners] Project (74 R-4 units), being Lot ___ of _____________ being part of _______________________, filed _________, 20___ in Book ____ of Maps, Page ____, Yolo County Records.

Rate and Method of Apportionment means the rate, method of apportionment, and manner of collection of the Special Taxes included as Exhibit B to the Resolution of Formation.

Record Date means the 1st day of the month preceding any Payment Date. The first Record Date shall be September 1, 2016.

Refunding Bonds means the City's Community Facilities District No. 2004-1 (Spring Lake) Special Tax Refunding Bonds, Series 2013.

Resolution of Formation means Resolution No. 4559 adopted by the City Council on June 22, 2004, establishing the CFD, as the same may be amended from time to time in accordance with the Law.

Senior Bonds means the Bonds issued pursuant to the Fiscal Agent Agreement.

Series 2015F Subordinate Bond Reserve Fund means the fund by that name established pursuant to Section 3.4 (Establishment and Application of Series 2015F Subordinate Bond Reserve Fund).

Series 2015F Subordinate Bond Reserve Requirement means, as of any date of calculation, the least of (i) Maximum Annual Debt Service as of such date, (ii) 125% of average Annual Debt Service on the Subordinate Bonds as of such date and (iii) 10% of the original principal amount of the Subordinate Bonds.

SLIF Credits mean the credits towards the building permit Spring Lake Infrastructure Fees in the amount of the Reimbursement Amount as defined in Section 2.2 (Application of Proceeds of the Subordinate Bonds).

Special Taxes means the special taxes authorized to be levied and collected annually on property in the CFD.

State means the State of California.

Subordinate Bonds means the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F, issued hereunder.

Tax Certificate means the Tax Certificate concerning certain matters pertaining to the use of proceeds of the Subordinate Bonds, executed and delivered by the City on the date of issuance of the Subordinate Bond, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

Taxable Property means all property described by the definition of the term "Taxable Property" in the Rate and Method of Apportionment.

Section 1.2 Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Agreement.

Section 1.3 Successors and Assigns. Whenever in this Agreement the City is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 1.4 Benefits of Agreement. Nothing in this Agreement or in the Subordinate Bonds expressed or implied is intended or shall be construed to give to any person other than the City, the Landowners, and the Owners of the Subordinate Bonds, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Landowners, and the Owners of the Subordinate Bonds.

Section 1.5 Payments/Actions Otherwise Scheduled on Non-Business Days. Except as specifically set forth in a Supplemental Agreement, any payments or transfers that would otherwise become due on any day that is not a Business Day shall become due or shall be made on the next succeeding Business Day. When any other action is provided for herein to be done on a day named or within a specified time period and the day named or the last day of the specified period falls on a day other than a Business Day, such action may be performed on the next succeeding Business Day with the same effect as though performed on the appointed day or within the specified period.

Section 1.6 No Personal Liability for Debt Service. No member of the City Council, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Subordinate Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Council member, officer, agent, or employee of the City from the performance of any official duty provided by law or by this Agreement.

Section 1.7 Separability Clause. If any one or more of the provisions contained in this Agreement or in the Subordinate Bonds shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City hereby declares that it would have adopted this Agreement and each and every other section, paragraph, sentence, clause, or phrase hereof and authorized the issuance of the Subordinate Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Section 1.8 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State.

Section 1.9 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder shall be in writing and shall be sufficiently given and served upon the City if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail to the City of Woodland, 300 First Street, Woodland, CA 95695, Attn: Finance Director.

THE SUBORDINATE BONDS

Section 2.1 Authorization and Title. The City hereby authorizes the issuance of bonds in the aggregate principal amount of $[PAR AMOUNT]. The title of the Subordinate Bonds shall be "City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F." If and when the City Council approves all final maps for the Projects, the City shall execute and deliver the Subordinate Bonds to the Owners and shall concurrently transfer the SLIF Credits to the Landowners.

Section 2.2 Application of Proceeds of the Subordinate Bonds. The City shall deposit $___________ (the "Reimbursement Amount") of the purchase price of the Subordinate Bonds into an account established and maintained by the City for the purpose of paying reimbursements owed by the City to property owners in the CFD or, if necessary, to pay a portion of the interest due on the Subordinate Bonds on September 5, 2016. The City shall deposit $_________ into the Series 2015F Subordinate Bond Reserve Fund created pursuant to Section 3.4 hereof, which is held by the City. The City shall deposit $_________ of the purchase price of the Subordinate Bonds into an account established and maintained by the City for the purpose of paying or reimbursing costs of issuance of the Subordinate Bonds. The City shall deposit $_________ into a subaccount established and maintained by the City in the Community Facilities Fund for the purpose of paying all or a portion of the interest due on the Subordinate Bonds on September 5, 2016.

Section 2.3 Terms and Form of Bonds.

(A) Form and Registration. The Subordinate Bonds shall be issued in the form of fully-registered installment bonds in substantially the form attached hereto as Exhibit A.

(B) Date; Interest Accrual; Interest Rates; Payments. The Subordinate Bonds shall be dated their date of delivery, shall bear interest from their date to September 5, 20___, at the rate of 7.00% per annum. The City shall pay installments of principal and interest on the Subordinate Bonds in the following amounts on the following dates:

Date **(**September 5**)**	**Principal**	**Interest**	**Total**

Date (September 5)	Principal	Interest	Total

Interest on the Subordinate Bonds shall be calculated on the basis of a 360-day year comprising twelve 30-day months.

(C) Principal and Interest Payments. The City shall pay each principal and interest installment on the Subordinate Bonds in lawful money of the United States of America on each Payment Date by wire transfer to the Owners thereof as of the close of business on the Record Date.

(D) Optional Redemption. The City may redeem the Subordinate Bonds on any date at a redemption price of the unpaid principal amount thereof plus interest accrued thereon to the date specified for redemption, without premium.

(E) Cessation of Interest Accrual. Interest on any portion of the principal of the Subordinate Bonds shall cease to accrue on the Payment Date of such portion, provided that there has been irrevocably deposited with the City an amount sufficient to pay such principal, plus interest accrued thereon to such date. The Owners shall not be entitled to any other payment. Upon payment of all the principal and interest installments on the Subordinate Bonds, the Subordinate Bonds shall no longer be Outstanding and entitled to the benefits of this Agreement, except for the payment of the principal of and interest on such Bonds from moneys held by the City for such payment.

(F) Unclaimed Monies. Any money held by the City for the payment of the principal of or interest on the Subordinate Bonds and remaining unclaimed for two (2) years after all of the principal of the Subordinate Bonds has become due and payable shall be retained in the Community Facilities Fund and may be expended by the City for any purpose of the CFD.

Section 2.4 Execution of Bonds. The Subordinate Bonds shall be signed by the manual or facsimile signature of the Mayor or any member of the City Council and the City Clerk or his or her designee, provided that at least one such signature shall be manual.

In case any of the officers who shall have signed or countersigned the Subordinate Bonds shall cease to be such officer or officers of the City before the Subordinate Bonds so signed or countersigned shall have been delivered by the City, the Subordinate Bonds may nevertheless be delivered and, upon such delivery, shall be as binding upon the City as though those who signed and countersigned the same had continued to be such officers of the City. The Subordinate Bonds may be signed and countersigned on behalf of the City by such persons as at the actual date of execution of the Subordinate Bonds shall be the proper officers of the City although at the nominal date of the Subordinate Bonds any such person shall not have been such officer of the City.

Section 2.5 Transfer of Bonds. The Subordinate Bonds may, in accordance with their terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.6 (Bond Register) hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of the Subordinate Bonds to the City for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the City.

Whenever a Subordinate Bond shall be surrendered for transfer, the designated City officials shall execute (as provided in Section 2.4 (Execution of Bonds) hereof) and deliver a new Subordinate Bond. The City shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of the Subordinate Bonds shall be required to be made by the City during the period from the close of business on the Record Date next preceding any Payment Date to and including such Payment Date.

Section 2.6 Bond Register. The City will keep or cause to be kept a record of the registration and transfer of the Subordinate Bonds. Upon presentation for such purpose, the City shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the record, the Subordinate Bonds as hereinbefore provided.

Section 2.7 Validity of Bonds. The recital contained in the Subordinate Bonds that they are regularly issued pursuant to the Law shall be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

ARTICLE III
PAYMENT OF THE SUBORDINATE BONDS

Section 3.1 Liability of City Limited to Special Taxes. Notwithstanding anything in this Agreement or in the Subordinate Bonds contained, the City shall not be required to advance any moneys derived from any source other than the Special Taxes and other assets pledged hereunder for any of the purposes mentioned in this Agreement, whether for the payment of the principal or Redemption Price of or interest on the Subordinate Bonds or for any other purpose of this Agreement.

Section 3.2 **Pledge of Net Special Taxes**. Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Net Special Taxes deposited in the Community Facilities Fund and all amounts held in the Series 2015F Subordinate Bond Reserve Fund are hereby pledged to secure the payment of the principal of and interest on the Subordinate Bonds in accordance with their terms and the provisions of this Agreement. This pledge of Net Special Taxes shall be subordinate to the pledge of the Net Special Taxes made by the City in the Fiscal Agent Agreement but on parity with any additional such subordinate pledge of the Net Special Taxes made by the City. The pledge of Net Special Taxes made herein shall be irrevocable until the Subordinate Bonds are no longer Outstanding.

Section 3.3 **Application of Net Special Taxes**. On each Payment Date, the City shall withdraw Net Special Taxes from the Community Facilities Fund the amounts necessary and apply them, in the following order of priority, (1) to pay the principal and interest installments due on the Subordinate Bonds on that date and (2) to deposit in the Bond Reserve Fund the amount required to restore the balance in the Series 2015F Subordinate Bond Reserve Fund to an amount equal to the Bond Reserve Requirement.

Section 3.4 **Establishment and Application of Series 2015F Subordinate Bond Reserve Fund**. The City shall establish and maintain a separate fund designated as the "Series 2015F Subordinate Bond Reserve Fund." All amounts in the Series 2015F Subordinate Bond Reserve Fund shall be used and withdrawn by the City, as hereinafter provided, solely for the purpose of making up any deficiency in the amount available in the Community Facilities Fund to pay debt service on the Subordinate Bonds. Any amounts in the Series 2015F Subordinate Bond Reserve Fund in excess of the Series 2015F Subordinate Bond Reserve Requirement shall be transferred by the City on September 6 of each year for deposit into the Community Facilities Fund.

ARTICLE IV
COVENANTS OF THE CITY

Section 4.1 **Levy and Collection of the Special Taxes; Maintenance of Net Special Taxes**.

(A) Levy and Collection of the Special Taxes. The City covenants that, so long as the Subordinate Bonds are Outstanding, and subject to the maximum rates of Special Taxes that it is authorized to levy on Taxable Property, it will annually levy and make provision for the collection of the Special Taxes in amounts that will be sufficient, after making reasonable allowances for contingencies and errors in the estimates, to yield proceeds equal to the amounts required for compliance with the agreements, conditions, covenants, and terms contained herein, and that in any event will be sufficient (1) to pay the current debt service on and to accumulate funds to pay future debt service on the Bonds as they become due and payable, (2) to replenish the any debt service reserve fund for the Bonds to its required amount, (3) to cure any delinquencies in the payment of the principal of or interest on the Bonds that have occurred in the prior Fiscal Year or are expected to occur in the Fiscal Year in which the tax will be collected, and (4) to pay all current Administrative Expenses as they become due and payable. The Special Taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and, except as otherwise provided in Section 4.4 (Covenant to Foreclose) and in the Law, shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem property taxes.

(B) Maintenance of Net Special Taxes. The City covenants and agrees to not consent to or conduct proceedings with respect to a reduction in the Special Taxes that may be levied in the CFD below an amount, for any Fiscal Year, equal to 110% of Annual Debt Service due and payable with respect to the Bonds in the Bond Year ending on the September 5 immediately following such Fiscal Year, plus 100% of the City's reasonable estimate of Administrative Expenses for such Fiscal Year; provided, however, that the City may at any time reduce the Net Special Taxes to the extent that the amount of Special Taxes that would result from levying the Special Taxes at such maximum amounts would result in an amount of Special Taxes in excess of the amount required to comply with such covenant.

Section 4.2 Punctual Payment and Performance. The City will punctually pay or cause to be paid the principal and interest installment to become due in respect of the Subordinate Bonds, in strict conformity with the terms of the Subordinate Bonds and of this Agreement, according to the true intent and meaning thereof, but in each case only out of Net Special Taxes as provided in this Agreement. The City will faithfully observe and perform all of the conditions, covenants, and terms contained herein and in the Subordinate Bonds required to be observed and performed by it.

Section 4.3 Limits on Special Tax Waivers and Bond Tenders. The City covenants not to exercise its rights under the Law to waive delinquency and redemption penalties related to or to declare an amnesty program with respect to such delinquency and redemption penalties related to the Special Taxes if to do so would materially and adversely affect the interests of the Owners of the Subordinate Bonds. The City further covenants not to permit the tender of the Subordinate Bonds in payment of any Special Taxes except upon receipt of a certificate of an independent certified public accountant that to accept such tender will not result in the City's having insufficient Special Tax revenues to pay the principal and interest installment on the Subordinate Bonds that are due following such tender.

Section 4.4 Covenant to Foreclose.

(A) Annual Review. If at any time the payment to the City by Yolo County of the Special Taxes levied by the City is not subject to the "Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds," being Revenue and Taxation Code section 4701-4717 (the "Teeter Plan"), the City will annually review the public records of Yolo County relating to the collection of the Special Taxes in order to determine, by a date not later than August 1 of each year, the amount of Special Taxes collected and the amount thereof delinquent in the prior Fiscal Year.

(B) Individual Delinquencies. If the Teeter Plan is not in effect with respect to the Special Taxes and the City determines on the basis of such review that the Special Tax with respect to any single parcel of Taxable Property is delinquent by more than two thousand five hundred dollars ($2,500), then the City shall send a notice of delinquency and a demand for immediate payment thereof to the owner of the parcel by August 15. If the delinquency is not cured by November 1, the City will institute, prosecute, and pursue foreclosure proceedings to judgment and sale in order to enforce the lien of the delinquent installments of Special Taxes against such property owner's parcel(s).

(C) Aggregate Delinquencies or Concentration of Ownership. If the Teeter Plan is not in effect with respect to the Special Taxes and (1) the City determines on the basis of such review that the amount of Special Taxes received was less than ninety-five per cent (95%) of the amount of Special Taxes levied in the Fiscal Year or (2) there were ten (10) or fewer owners of Taxable Property, then, by September 5, the City shall send a notice of delinquency and a demand for immediate payment thereof to each owner of a parcel with respect to which the Special Tax is delinquent. If a delinquency with respect to a parcel is not cured by November 1, the City will institute, prosecute, and pursue foreclosure proceedings to judgment and sale in order to enforce the lien of the delinquent installments of Special Taxes against the parcel.

Section 4.5 Preservation of Rights of Owners. The City, subject to the provisions of this Agreement, shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of Net Special Taxes and other assets and all the rights of the Owners under this Agreement against all claims and demands of all persons whomsoever.

Section 4.6 Waiver of Laws. The City will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Agreement or in the Subordinate Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 4.7 Tax Covenant. The City shall at all times do and perform all acts and things permitted by law and this Agreement that are necessary and desirable in order to assure that interest paid on the Subordinate Bonds will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the City agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the Subordinate Bonds.

Section 4.8 Accounting for Special Taxes. The City will at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries shall be made of all transactions relating to the receipt and disbursement of the Special Taxes. Such books of record and account shall be available for inspection by the Owners at reasonable hours and under reasonable circumstances.

Section 4.9 Further Assurances. The City will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 4.10 Issuance of Senior Bonds. The City shall not issue Senior Bonds, other than the Refunding Bonds, unless the City concurrently retires the Subordinate Bonds.

ARTICLE V
EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 5.1 Events of Default. The following events shall be Events of Default:

(A) default in the due and punctual payment of any installment of the principal of interest on the Subordinate Bonds when and as the same shall become due and payable; and

(B) failure by the City to observe or perform any covenant, condition, agreement or provision in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) or (b) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the City; except that, if such failure can be remedied but not within such sixty-day period and if the City has taken all action reasonably possible to remedy such failure within such sixty-day period, such failure shall not become an Event of Default for so long as the City shall diligently proceed to remedy same.

Section 5.2 Remedies of Owners. Upon the occurrence and continuance of an Event of Default, the Owners shall have the right

(A) by mandamus or other action, suit, or proceeding at law or in equity to enforce the Owners' rights against the or any of the officers or employees of the City, and to compel the City or any such officers or employees to perform and carry out their duties under the Law and the agreements and covenants with the Owners contained herein;

(B) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Owners; or

(C) by suit in equity upon the nonpayment of the Subordinate Bonds to require the City or its officers and employees to account as the trustee of an express trust.

Section 5.3 Restoration of Positions. In case any proceedings taken by the Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Owners, then in every such case the City and the Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers, and duties of the City and the Owners shall continue as though no such proceedings had been taken.

Section 5.4 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Owners of the Subordinate Bonds is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.5 **Delay or Omission Not Waiver**. No delay or omission of any Owners of the Subordinate Bonds to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Agreement or by law to the Owners of the Subordinate Bonds may be exercised from time to time, and as often as may be deemed expedient, by the Owners.

Section 5.6 **No Acceleration**. The Owners of the Subordinate Bonds have no right to declare the principal of the Subordinate Bonds immediately due and payable.

ARTICLE VI
AMENDMENT OF THIS AGREEMENT

Section 6.1 **Supplemental Agreements**.

(A) Majority Consent. This Agreement and the rights and obligations of the City and the Owners of the Subordinate Bonds may be modified or amended from time to time and at any time by a Supplemental Agreement, which the City may enter into when the consent of the Owners of a majority in aggregate principal amount of the Subordinate Bonds then Outstanding shall have been filed with the City; provided that, if such modification or amendment will, by its terms, not take effect so long as any Subordinate Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Subordinate Bonds shall not be required and such Subordinate Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Subordinate Bonds Outstanding under this Section.Limitations on Amendments. No such amendment shall (1) extend the fixed maturity of any Subordinate Bond, or reduce the amount of principal thereof, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Subordinate Bond so affected, or (2) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such amendment, or deprive the Owners of the Subordinate Bonds of the lien created by this Agreement on the Special Taxes and other amounts (in each case, except as expressly provided in this Agreement), without the consent of the Owners of all of the Subordinate Bonds then Outstanding.

(C) Manner of Consent. It shall not be necessary for the consent of the Owners of the Subordinate Bonds to approve the particular form of any Supplemental Agreement, but it shall be sufficient if such consent shall approve the substance thereof.

(D) Notice of Amendments. Promptly after the execution of any Supplemental Agreement pursuant to this Section, the City shall mail a notice, setting forth in general terms the substance of such Supplemental Agreement, to the Owners of the Subordinate Bonds at the addresses shown on the Bond Register. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Agreement.

Section 6.2 **Effect of Supplemental Agreement**. From and after the time any Supplemental Agreement becomes effective pursuant to this Article, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Agreement of the City and all Owners of Subordinate Bonds Outstanding shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 6.3 Endorsement of Bonds; Preparation of New Subordinate Bonds. Subordinate Bonds delivered after any Supplemental Agreement becomes effective pursuant to this Article may bear a notation by endorsement or otherwise as to any amendment provided for in such Supplemental Agreement, and, in that case, upon demand of the Owner of any Subordinate Bond Outstanding at the time of such execution and presentation of his Bond for such purpose, a suitable notation shall be made on such Subordinate Bond. If the Supplemental Agreement shall so provide, new Subordinate Bonds so modified as to conform, in the opinion of the City, to any amendment contained in such Supplemental Agreement, shall be prepared and executed and, upon demand of the Owners of any Subordinate Bonds then Outstanding and upon surrender for cancellation of such Subordinate Bonds, shall be exchanged by the City, without cost to any Owner, for Subordinate Bonds then Outstanding in equal aggregate principal amounts of the same tenor and maturity.

Section 6.4 Amendment of Particular Subordinate Bonds. The provisions of this Article shall not prevent any Owner from accepting any amendment as to the particular Subordinate Bonds held by him, provided that due notation thereof is made on such Subordinate Bonds.

[Signature page follows]

IN WITNESS WHEREOF, the City has caused this Bond Issuance Agreement to be duly executed by its officers duly authorized.

CITY OF WOODLAND

By:______________________________
Tom Stallard, Mayor

ATTEST:

By:__________________________
Ana Gonzalez, City Clerk

EXHIBIT A
FORM OF BOND

REGISTERED NO. R-___

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
SUBORDINATE SPECIAL TAX BOND, SERIES 2015F

Original Principal Amount	**Original Issue Date**

The City of Woodland, a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "City"), for value received, hereby promises to pay (but only out of the Net Special Taxes hereinafter referred to) to ____________________, a California limited liability company, or registered assigns, the installments of principal and interest in the amounts and on the dates stated below:

Date (September 5)	**Principal**	**Interest**	**Total**

Date (September 5)	Principal	Interest	Total

Interest on the unpaid principal amount of this Bond is calculated from the original issue date stated above at the rate of 7.000% per annum, on the basis of a 360-day year comprising twelve 30-day months. The principal and interest installments on this Bond shall be payable in lawful money of the United States of America by wire transfer on each payment date to the registered owner hereof (in accordance with the terms of the Bond Issuance Agreement described below).

This Bond is one of a duly authorized issue of bonds of the City and designated "City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F" in the original principal amount stated above. This Bond is issued pursuant to a Bond Issuance Agreement dated September 1, 2015, made by the City (the "Agreement"), and in conformity with the Constitution and laws of California, including the statutory authority of the Mello-Roos Community Facilities Act of 1982 (Sections 53311 et seq. of the Government Code of the State of California, as amended) (the "Law").

Reference is hereby made to the Agreement and to the Law for a description of the terms on which the Bond is issued and to be issued and the rights of the registered owner of the Bond. All the terms of the Agreement and the Law are hereby incorporated herein and constitute a contract between the City and the registered owner from time to time of this Bond. The registered owner of this Bond, by its acceptance hereof, consents and agrees to all the provisions of the Agreement.

Principal and interest installments on the Bond (to the extent set forth in the Agreement) are payable from, and are secured by a charge and lien on, the proceeds derived by the City from certain of the special taxes imposed pursuant to the Law within the City's Community Facilities District No. 2004-1 (Spring Lake) (as more particularly defined in the Agreement, the "Net Special Taxes") and deposited in the Community Facilities Fund. The pledge of Net Special Taxes securing the Bond is subordinate to the pledge of the Net Special Taxes made by the City in the Fiscal Agent Agreement dated October 1, 2013, between the City and U.S. Bank National Association.

The Bond is a limited obligation of the City and is payable, both as to principal and interest, out of the Net Special Taxes held by the City in the Community Facilities Fund and the amounts held in the Bond Reserve Fund. The general fund of the City is not liable, and the credit or taxing power (other than as described above) of the City is not pledged, for the payment of the principal and interest installments on the Bond. The Bond is not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Net Special Taxes. No registered owner of this Bond shall ever have the right to compel any exercise of the taxing power (other than as described above) of the City to pay the principal and interest installments on this Bond.

The City may redeem this Bond on any date at a redemption price of the unpaid principal amount hereof plus interest accrued hereon to the date specified for redemption, without premium.

This Bond is transferable by the registered owner hereof, in person or by its attorney duly authorized in writing, at the offices of the City, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The City may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the City shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened, and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California; that the total amount of indebtedness of the City, including the amount of this Bond, does not exceed any limit prescribed by the Constitution and the statutes of the State of California; and that this Bond is not in excess of the amount permitted to be issued under the Agreement.

IN WITNESS WHEREOF, the City Council of the City of Woodland has caused this Bond to be signed by the Mayor of the City and to be countersigned by the City Clerk, all as of the date stated above.

By: ________________________________
Mayor

Countersigned:

____
City Clerk

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto ____ the within Bond and do(es) hereby irrevocably constitute and appoint __________________________________ attorney, to transfer the same on the bond register of the City, with full power of substitution in the premises.

Dated: ______________________

____
Note: The signature(s) to this Assignment must correspond with the name(s) on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature(s) Guaranteed by:

____
Note: Signature must be guaranteed by an eligible guarantor institution (banks, securities brokers, savings associations, credit unions, or other institutions with membership in an approved signature guarantee medallion program) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification Number, or other identifying number of Assignee:

____

LEGAL OPINION

I hereby certify that the following is a true and correct copy of the legal opinion relating to the Bond described therein that was manually signed by Kronick, Moskovitz, Tiedemann & Girard and was dated the date of delivery and payment of said Bond.

Ana Gonzalez, City Clerk

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814

City Council
City of Woodland
300 First Street
Woodland, CA 95695

Re: *City of Woodland*
Community Facilities District No. 2004-1 (Spring Lake)
Subordinate Special Tax Bonds, Series 2015F

Dear Council Members:

We have acted as bond counsel in connection with the issuance by the City of Woodland (the "City") of $[PAR AMOUNT] aggregate principal amount of City of Woodland Community Facilities District No. 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2015F (the "Bonds"), under and pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 of the State of California (being §§53311 et seq., of the Government Code of the State of California), and pursuant to the provisions of the Bond Issuance Agreement dated September 1, 2015 (the "Agreement"), made by the City. In such capacity, we have examined such law and such certified proceedings and other documents as we have deemed necessary to render this opinion. Capitalized terms used herein have the meanings specified in the Agreement.

Regarding questions of fact material to our opinion, we have relied upon the representations of the City contained in the Agreement and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The City has duly authorized, executed and delivered the Bonds. The Bonds are valid and binding limited obligations of the City, payable solely from the proceeds of the Net Special Taxes on deposit in the Community Facilities Fund and the Series 2015F Subordinate Bond Reserve Fund to the extent specified in the Agreement.

2. The Agreement constitutes a valid and binding obligation of the City. The Agreement creates a valid lien on the Net Special Taxes and the Bond Reserve Fund for the security of the Bonds.

3. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal

Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

4. Interest on the Bonds is exempt from present State of California personal income taxes.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Agreement are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

We express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation