City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, November 17, 2015 | **6:00 PM** | **Council Chambers**

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
NOVEMBER 17, 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.

16-229 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. 16-207 SUBJECT: Community Development Department’s Quarterly Status Report

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

Attachments: A - CDD Quarterly Status Project Status Report
B - Capital Project Status Report

2. 16-215 SUBJECT: Public Safety Department (Police and Fire) Quarterly Status Report for the period of July 2015 through September 2015

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

Attachments: Qtrly Report - July-Sept 2015

3. 16-206 SUBJECT: Increase the Fiscal Year 2015/2016 Sports Park O&M CFD Contract Services Budget by $20,000.00

Recommendation for Action: Staff recommends that the City Council approve Resolution No._____, authorizing an additional FY 2015/2016 appropriation of $20,000.00 in the Sports Park O&M CFD Contract Services Budget, for a total appropriation of $67,600.62.

Attachments: Sports Park Lighting Resolution

4. 16-199 SUBJECT: Waste Management 2016 Rate Adjustment

Recommendation for Action: Staff recommends that the City Council receive the Waste Management 2016 rate adjustment information and accept it as complete and adequate.

Attachments: WM 2016 Rate Adjustment

5. 16-212 SUBJECT: Second Amendment to the Waste Management Franchise Agreement

Recommendation for Action: Staff recommends that the City Council approve the second amendment to the July 1, 2011 franchise agreement with Waste Management.

Attachments: Resolution re 2nd amendment to WM agreement.pdf
Second Amendment to 2011 City-Waste Mgmt Agreement.pdf

6. 16-213 SUBJECT: Approve Contract Amendment with Brown and Caldwell to provide Construction Management and Inspection Services Contract for Water Pollution Control Facility Aeration System Retrofit (CIP 12-02)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ______ authorizing the City Manager to execute contract amendment #2 for construction management and inspection services for the Water Pollution Control Facility Aeration System Retrofit (CIP 12-02) project with Brown and Caldwell for an additional amount not to exceed $265,200.

Attachments: A - Resolution
B - Second Contract Amendment

7. 16-224 SUBJECT: Adopt New Job Classification of Water Systems Administrator in the Mid Management Professional Association (MMPA) and Approve the Salary Range of 141

Recommendation for Action: Staff recommends that the City Council adopt the new job classification of Water Systems Administrator (Range 141) and approve the position being placed in Mid Management Professional Association (MMPA).

Attachments: WATER SYSTEMS ADMINISTRATOR job description

8. 16-227 SUBJECT: Adopt the Resolution to Approve the Memorandum of Understanding with the Woodland Police Supervisors Association

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______, approving the Memorandum of Understanding (MOU) with the Woodland Police Supervisors Association (WPSEA) as described herein.

Attachments: Wdl PoliceSgts MOU 2015 Final

9. 16-214 SUBJECT: Treasurer's Investment Report Quarter Ending September 30, 2015

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2015.

Attachments: Q1 FY 2016 Investment Report
Investment Plan Executive Summary 09-30-2015

G. PUBLIC HEARINGS

10. 16-181 SUBJECT: PUBLIC HEARING - Consideration of Resolutions of Necessity for Acquisitions by Eminent Domain Necessary for Kentucky Avenue Road Widening Project, CIP 04-07

Recommendation for Action: Staff recommends that the City Council:
1. Conduct a public hearing to consider the adoption of the Resolutions of Necessity, including providing all interested parties of the affected properties, and their attorneys or representatives, an opportunity to appear and be heard on the issues relevant to the Resolutions of Necessity; and
2. Make the following findings as hereinafter described in this report:
a. The public interest and necessity require the proposed project;
b. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;

c. The real property to be acquired is necessary for the project;
d. The offers of just compensation have been made to the property owners; and
3. Adopt Resolutions of Necessity Nos. 2015-_______, 2015-_______, 2015-_______, 2015-_______, 2015-_______, 2015-_______, and 2015-_______ for the City of Woodland, declaring that the acquisitions of easement interests in portions of certain real property by eminent domain, more particularly described as Assessor Parcel Number (APN) 005-692-002 (704 Kentucky Avenue, Woodland, CA), APN 005-750-001 (610 Kentucky Avenue, Woodland, CA), APN 027-340-015 (555 Kentucky Avenue, Woodland, CA), APN 027-340-021 (601-611 Kentucky Avenue, Woodland, CA), APN 027-340-025 (39542 Kentucky Avenue, Woodland, CA), APN 027-340-029 (575 Kentucky Avenue, Woodland, CA), and APN 027-340-017 (621 Kentucky Avenue, Woodland, CA), are necessary for the Kentucky Avenue Road Widening and Complete Streets Project, CIP 04-07 ("Project"), in the City of Woodland.

Attachments: A1 - Resolution_Crum 005 692 002 RON with Exhibits
A2 - Resolution_Milton 005 750 001 RON with Exhibits
A3- Resolution_ICH DDD 027 340 015 RON with Exhibits
A4 -Resolution_ICH DDD 027 340 021 RON with Exhibits
A5 -Resolution_North Kentucky Partners II 027 340 025 RON with Exhibits
A6 - Resolution_North Kentucky Partners II 027 340 029 RON with Exhibits
A7 - Resolution_North Kentucky Partners II 027 340 017 RON with Exhibits
B1 - Notices of Intent to Property Owners_Crum_Mailed 10-12-15
B2 -Notices of Intent to Property Owners_Milton_Mailed 10-12-15
B3 - Notices of Intent to Property Owners_Dowling_Mailed 10-12-15
C1 - Notices of Revised Hearing Date_Crum_Mailed 10-30-15
C2 -Notices of Revised Hearing Date_Milton_Mailed 10-30-15
C3 - Notices of Revised Hearing Date_Dowling APN 027-340-015_Mailed 10-30
C4 - Notices of Revised Hearing Date_Dowling APN 027-340-021_Mailed 10-30
C5 - Notices of Revised Hearing Date_Dowling APN 027-340-025_Mailed 10-30
C6 - Notices of Revised Hearing Date_Dowling APN 027-340-029_Mailed 10-30
C7 - Notices of Revised Hearing Date_Dowling APN 027-340-017_Mailed 10-30
D1 - Letter from Robert Nakken Requesting Hearing Time on Behalf of Crum_1(

11. 16-217 SUBJECT: PUBLIC HEARING - Amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 (Signs) of Chapter 25 (Zoning Ordinance) of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland

Recommendation for Action: Staff recommends that the City Council:
1. Conduct a public hearing; and
2. Adopt the Initial Study/Negative Declaration prepared for the Sign

Ordinance Amendment as the appropriate level of environmental review for the project; and
3. Adopt Ordinance No. _____, approving amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 ("Signs") of Chapter 25 ("Zoning Ordinance") of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland.

Attachments: 1 - City Council Ordinance Amending Article 24 of the Zoning Code
2 - Map - Digital Freeway Sign Locations Permitted Segments
3 - Sign Ordinance Amendment CEQA Negative Declaration
4 - Digital Freeway Sign Applications
5 - Public Comment Letters

H. REPORTS OF THE CITY MANAGER

12. 16-221 SUBJECT: Introduce Ordinance to Modify the Rate Increases for Water Service effective January 1, 2016

Recommendation for Action: Staff recommends that the City Council:
1) Introduce and waive first reading of Ordinance No. _____, to amend water service rates adopted by Ordinance No. 1540 to become effective on January 1, 2016 and, in so doing;
2) Authorize replacing the scheduled 17% rate adjustment with an increase of 9.5%, effective January 1, 2016.

Attachments: Ordinance adopting water rate increases for Jan 2016

13. 16-216 SUBJECT: FY2015/16 Quarterly Budget Update

Recommendation for Action: Staff recommends that the City Council receive this informational report that represents the quarterly budget update - including unaudited FY2014/15 year-end results as well as revenues and expenditures through first quarter of FY2015/16 (through September 30, 2015). No Council action is required.

Attachments: Attachment A - FY2014-2015 Q4
Attachment B - FY2015-2016 Q1

14. 16-228 SUBJECT: Consideration of Possible November 2016 Ballot Measure to Renew/Extend the City's Local ½-Cent Sales Tax (Measure E)

Recommendation for Action: Staff recommends that the City Council direct staff to assess options for a possible November 2016 ballot measure to renew and extend the city's ½-cent sales tax (Measure E), and return to Council in January for a full discussion and further direction.

Attachments: Election Dates Measure E Renewal Calendar
Copy of MSE Spending Plan for 2015 FINAL-version 2 3.17.15

15. 16-225 SUBJECT: CPG Water Supply Installment Purchase Agreement Refinancing

Recommendation for Action Staff recommends that the City Council approve Resolution No. _____, Authorizing Proceedings and Agreements Relating to the Refinancing of a Promissory Note and Approving Issuance and Sale of Bonds by the Woodland-Davis Clean Water Agency Approving a Private Placement Agreement and Authorizing Official Actions.

Attachments: Resolution - Woodland 2015 RefundingCPG

Woodland 2015 Refunding - Installment Purchase Agreement

WDCWA (Woodland 2015 Refunding) - Private Placement Agreement

WDCWA - 2015 Notes MOU

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for November 17, 2015 was posted on November 13, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

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

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

File #: 16-229, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 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

DECEMBER 1ST REGULAR MEETING REPORTS DUE 11/17

Closed Session
Regional Park Lease

Consent Calendar
AB 1600 – Development Impact Fee Annual Report
Measure E Annual Report
Measure J Annual Report
Measure V Annual Report
Tree City U.S.A. Re-certification
2nd Reading of Water Rate Adjustment
2nd Reading of Sign Ordinance Amendment
Approve Appropriation for the Homebuyer Program (CSD)
Sacramento-Yolo Mosquito and Vector Control District Appointment
SL Neighborhood Park N1 – Purchase Agreement and Master
2nd Reading Ordinance – Amendment to DA between COW and TOC – SL Park N3
General Plan Update – Status Report (monthly updates)

Regular Agenda
Beamer / CR 102 Property - Exclusive Negotiating Agreement
YGRIP Update
Recycled Water Purchasing Agreement (CDD)
Approve Railroad Agreement with Sierra Northern Railroad, Recycled Water Project, CIP #15-10

DECEMBER 15th REGULAR MEETING REPORTS DUE 12/1

Consent Calendar
JPA Housing Agreement
Adult Softball
Public Works Quarterly Report

Regular Calendar
Water Utility - Web Portal Contract Award
Fee Update - Spring Lake Infrastructure Financing Plan
General Plan Study Session - Traffic Level of Service Standards

JANUARY 5th REGULAR MEETING REPORTS DUE 12/22
Appointment and Re-appointment of B&C Members whose terms expired 12/31/2015

JANUARY 19th **REGULAR MEETING** **REPORTS DUE 12/22**

Community Services Department Quarterly Report

FEBRUARY 2nd **REGULAR MEETING** **REPORTS DUE 12/22**

SRF Loan Approval – Recycled Water Project
Contract Award – Recycled Water Project
General Plan Study Session – TBD

FEBRUARY 16th **REGULAR MEETING** **REPORTS DUE 12/22**

Mid-Year Budget Update

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

Update/Revision of Development Impact Fees
Zoning Ordinance Update – Medical Clinics (Referral)

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study
General Plan Update -
- Affordable Housing
- Economic Development
- Public Safety

Legislation Text

1.

File #: 16-207, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Community Development Department’s Quarterly Status Report

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

Staff Contact

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

Fiscal Impact

This is an informational item with no fiscal impact.

Report in Brief

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

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

Prepared by: Alex Halcon, Management Analyst

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

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

City of Woodland

Community Development Department Quarterly Project Status Report **November 17, 2015**

PROJECT UPDATE

Activities from July 1 – September 30, 2015

PLANNING AND DEVELOPMENT APPLICATIONS

Project:	**Summary Project Applications from July 1, 2015 through September 30, 2015**		
Phase:	N/A	**PM:**	Planning Staff
Location:	Citywide		
Description:	Planning project applications processed		
Status:	• A total of 24 new planning applications were filed between July 1 and September 30, 2015. • 12 new sign applications • 2 General Plan Amendments/Specific Plan Amendments, TSM and Development Agreement for Oyang North and Oyang South • Tentative Parcel Map Extension for Country Oaks • Conditional Use Permit for Woodland Gymnastics • Conditional Use Permit Modification for Velocity Island • Conditional Use Permit for Del Taco • 3 Design Review applications including Cell tower modifications, Meritage Home architectural review, Woodland Center review • 1 Pre-annexation and General Plan Amendment for a 350 acre future Specific Plan. • 2 Zoning Administrator Permit Reviews		

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

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

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

Project:	**Oyang South**		
Phase:	Design and Technical Review	**PM:**	Cindy Norris
Location:	Southeast and Southwest intersection of Pioneer and Marston, north of CR 25A and east of Harry Lorenzo Avenue.		
Description:	Proposal for a General Plan Amendment, Specific Plan Amendment, Tentative Map and Development Agreement for 77.3 acres to amend R-3 and R-25 designated land to R-4. Approximately 225 single family units are proposed.		
Status:	Project Submitted on July 16, 2015 and has been deemed complete for processing.		

Project:	**Oyang North**		
Phase:	Design and Technical Review	**PM:**	Cindy Norris
Location:	Southeast intersection of Gibson Avenue and Hwy 113.		
Description:	Proposal for a General Plan Amendment, Specific Plan Amendment, Tentative Map and Development Agreement for 28.1 acres to amend R-5 and R-15 to R-25, R-8 and R-5. Approximately 112 MF and 112 SF units are proposed		
Status:	Project submitted on July 16, 2015 and has been deemed complete for processing.		

Project:	**Del Taco Conditional Use Permit and Design Review**		
Phase:	Approved	**PM:**	Jeff Ballantine
Location:	1368 East Main Street		
Description:	Proposed 2,420 square foot drive-thru restaurant on 0.82 acres in the General Commercial Zone.		
Status:	Conditional Use Permit and Design Review approved by Planning Commission on September 17, 2015.		

Project:	**Verizon Cell Tower Conditional Use Permit at Lee Middle School**		
Phase:	Approved	**PM:**	Jeff Ballantine
Location:	520 West Street		
Description:	Proposed 85-foot tall telecommunications cellular tower and related ground equipment on an approximate 323.3 square foot lease area at 520 West Street. The tower will replace an existing 70-foot tall light standard at the school's baseball field; the field lighting will be replaced on the cell tower at its current positioning.		
Status:	Conditional Use Permit approved by Planning Commission on September 17, 2015.		

Project:	**Uvaggio Wine Bar**		
Phase:	Project Review	**PM:**	Erika Bumgardner
Location:	703 Main Street		
Description:	Proposed wine bar and outdoor patio at 703 Main Street.		
Status:	Project approved by the Planning Commission on April 2, 2015. Opening Planned for November 7, 2015		

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

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

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

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

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

Project:	**Cal West Tentative Map # 5075 and Second Amendment to the Development Agreement**		
Phase:	Public Hearings	**PM:**	Erika Bumgardner
Location:	Northwest Corner of Harry Lorenzo Avenue and Farmers Central Road and east of HWY 113		
Description:	A proposed Tentative Subdivision Map for 225 single family units at the Cal West Project site.		
Status:	The Planning Commission approved the project on April 16, 2015. The City Council approved the project on May 5, 2015. **The purchase and sale agreement regarding improvements for the N1 park site is in negotiations.**		

Project:	**Woodland Tractor Parcel Map #5074 (Lot Split)**		
Phase:	Initial Review	**PM:**	Erika Bumgardner
Location:	95 West Kentucky Avenue		
Description:	A proposed lot split resulting in two parcels of 3.33 acres and 6.0 acres.		
Status:	Project scheduled approved by the Planning Commission on July 16, 2015.		

Project:	**Prudler Tentative map # 4856, General Plan Amendment and Rezone (Map revision)**		
Phase:	Under Review	**PM:**	Cindy Norris
Location:	North of Sports Park Drive, East of East Street and South of the County Fair Mall.		
Description:	A proposed General Plan Amendment to amend the land use from General Commercial to Residential. Proposed rezone from C-2 to R-1 and a revised subdivision map for a total of 204 lots of which 86 units will be at an R-5 density and 118 at an R-8 density, for a total project density of 5.85 units/ac.		
Status:	The project is currently under review. A planning consultant firm, Raney Planning and Management, has been hired to assist with project management. Staff has been working with the applicant on possible design revisions and completing required technical analyses. A Focused EIR scoping meeting was held on January 8, 2015. **The Draft EIR was released for public review on September 8, 2015. A public meeting on the Draft was held on October 1, 2015. The public comment period closes October 23, 2015.**		

Project:	**Heritage Remainder Area Project – Neighborhood Commercial Rezone**		
Phase:	Initial Review	**PM:**	Erika Bumgardner
Location:	Southeast corner of Centennial Drive and Miekle Avenue in the Spring Lake Specific Plan Area.		
Description:	Request by Turn of the Century, LLC, to amend the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2.10 acres of the ±114 acre Heritage Remainder area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning.		
Status:	The project was approved by the Planning Commission on August 20, 2015 and by the City Council on September 15, 2015.		

Project:	**Machado Tentative Parcel Map**		
Phase:	Approved	**PM:**	Jeff Ballantine
Location:	201 West Court Street.		
Description:	Tentative Parcel Map application to divide an existing 0.92 acre parcel into three parcels of approximately 0.24 acres, 0.24 acres and 0.44 acres at 201 West Court Street in the General Commercial Zone.		
Status:	The project was approved by the Planning Commission on August 20, 2015.		

Project:	**Final Map 5075, Calwest/Optimistic Partners**		
Phase:	Plan Check	**PM:**	Lolly Weichel
Location:	Spring Lake North of Farmers Central Road and West of Harry Lorenzo Avenue		
Description:	Final map with 74 SFD buildable lots		
Status:	Civil Improvement plans are complete, Landscaping plans are underway.		

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

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

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

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

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

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

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

Project:	**Spring Lake Central NFMN**	
Phase:	Design/Grading Plan	PM: Lolly Weichel
Location:	Spring Lake North of Heritage Parkway	
Description:	TM 5027 (358 lots, MF, Commercial, and park areas) land area grading plan	
Status:	The project is in grading plan check	

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

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

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

Project:	**Fairfield Inn & Suites CUP/Design Review Modification**		
Phase:	Review	**PM:**	Erika Bumgardner
Location:	2100 Freeway Drive		
Description:	The project includes a modified exterior design concept for the Fairfield Inn & Suites located		

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

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

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

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

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

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

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

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

Project:	**Beeman Pre-Annexation, GPA and SP**		
Phase:	Initial Review	**PM:**	Cindy Norris
Location:	East of Hwy 13, south of Farmers Central Road, West of Harry Lorenzo Avenue and north and south of CR 25A.		
Description:	Proposal for pre-annexation and future specific plan on 350 acres to the west of the Spring Lake Specific Plan.		
Status:	Pre –review of application process.		

Project:	**General Plan Update**		
Phase:	On-going	**PM:**	Cindy Norris
Location:	City Wide		
Description:	A planned update to the City's 1996/2002 General Plan		
Status:	Heidi Tschudin has been hired as the General Plan Project Manager with Dyett and Bhatia hired as the General Plan Consultant. Information concerning the General Plan Update 2035 can be found at the City of Woodland web site for the General Plan at the following link: http://www.cityofwoodland.org/gov/depts/cd/divisions/planning/generalplan/2035/default.asp Copies of documents, hand outs and presentations can be found on the General Plan web site. Recent actions include: The General Plan Team released the Development Scenario Analysis Report in early April of 2015. The City held a community wide workshop on April 27, two General Plan Steering Committee Meetings on May 12 and June 9, and two Planning Commission workshop meetings on July 16 and July 23. • **On November 3, 2015 the City Council took the following actions:** • **- Authorize Use of the Land Use Map** • **- Authorize Use of the Land Use Designations** • **- Authorize moving forward with the draft equal weight alternatives** • **- Direct staff to start writing the General Plan and EIR** • **- Authorize the City Manager to execute a contract amendment**		

BUILDING ACTIVITY

Project:	**Produce Market**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	1490 E. Main St.		
Description:	Produce Market on 4.47 acres: Site will be on septic tank.		
Status:	Project is under construction.		

Project:	**Taylor Morrison Homes**		
Phase:	Construction	**PM:**	Rick Essenwanger
Location:	Spring Lake Parkview Subdivision		
Description:	Six Master Plans for 108 single family homes in an R-8 zoning. 74 single family home permits have been issued. 31 homes have been finaled and 43 homes are currently under construction. There are 34 remaining lots.		
Status:	Project is in production phase.		

Project:	**Meritage Homes**		
Phase:	Construction	**PM:**	Rick Essenwanger
Location:	Heritage Remainder Phase 1 (109 lots)		
Description:	Eight Master Plans for 109 single family homes in an R-5 subdivision. 19 permits have been issued. Model homes completed		
Status:	Project is in production phase.		

Project:	**DR Horton**		
Phase:	Plan Check on Master Plan	**PM:**	Rick Essenwanger
Location:	Solara Ranch (99 lots)		
Description:	Six Master Plans for single family homes in an R-5 subdivision.		
Status:	Plan Review is complete.		

Project:	**Lennar Homes**		
Phase:	Construction	**PM:**	Rick Essenwanger/Paul Siegel
Location:	Heidrick Rand Phase 2 (lots)		
Description:	Six Master Plans for 99 single family homes in an R-5 subdivision. 8 permits have been issued. Model homes completed.		
Status:	Project is in production phase.		

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

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

Project:	**Boundary Bend Olive T.I.**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	455 Harter Ave		
Description:	Tenant Improvement for industrial building. TI is for expansion of office space and future olive oil processing under separate permit.		
Status:	Project is completed. Facility is operational.		

Project:	**State Theatre**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	322 Main Street		
Description:	Permit issued and project has started.		
Status:	Under Construction: slab for new building is complete; walls started. Revisions to approved plans are in plan check for bathroom area in original building		

Project:	**Woodland Motors**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	530 Quality Circle		
Description:	Auto Dealership		
Status:	Under construction		

Project:	**Dignity Health T.I.**		
Phase:	Plan Check	**PM:**	Rick Essenwanger
Location:	2081 Bronze Star		
Description:	Medical Office-Interior Improvements.		
Status:	Plan Check.		

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

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

Project:	**Solar Project on City Property (6 locations)**		
Phase:	Plan Review	**PM:**	Paul Siegel
Location:	Various locations.		
Description:	Canopy and ground mounted solar		
Status:	Permits issued and projects at various stages of construction		

Project:	**Appliance Store TI**		
Phase:	Permit Issuance	**PM:**	Paul Siegel
Location:	441 Pioneer		
Description:	Commercial appliance store.		
Status:	Plan Review complete/Permit ready to issue.		

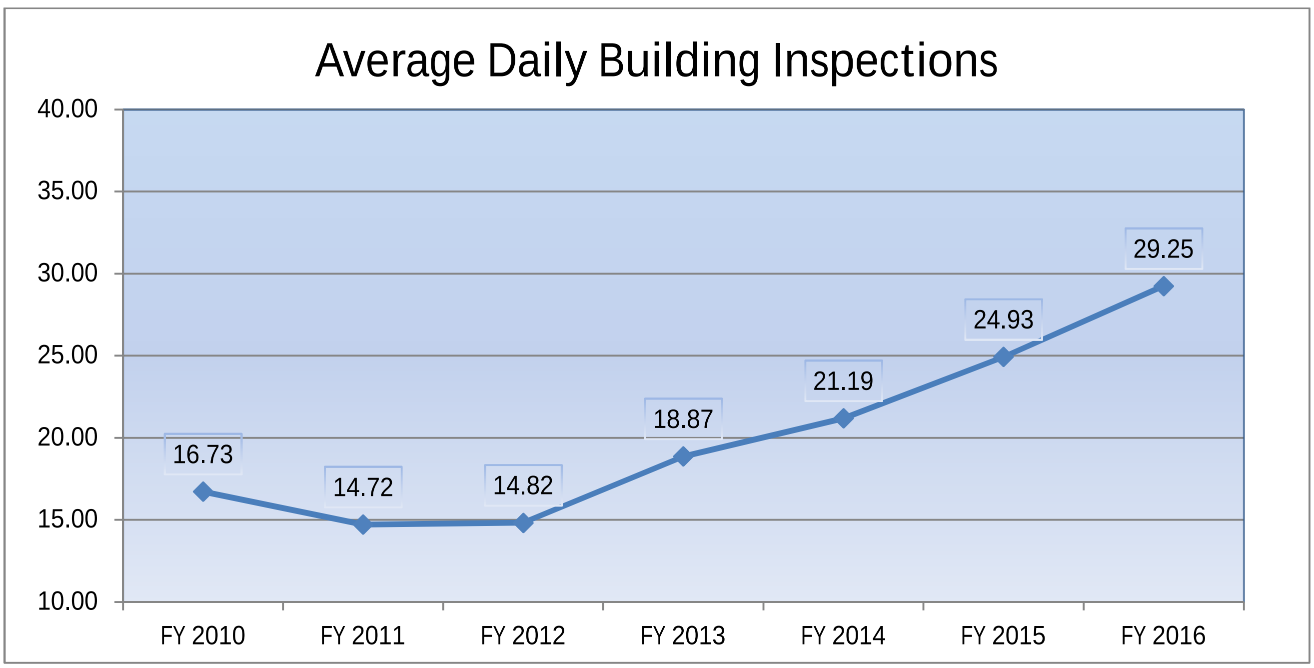
Project:	**Commercial Fuel Cells**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	1860 E. Main St		
Description:	Installation of fuel cells for Home Depot		
Status:	Under Construction		

Project:	**SF Spice**		
Phase:	Construction	**PM:**	Paul Siegel
Location:	1640 Tide Ct		
Description:	Food Processing and Distribution		
Status:	Under construction; Nearing Completion		

Project:	**Chipotle Mexican Restaurant**		
Phase:	Plan Review	**PM:**	Paul Siegel
Location:	2021 Bronze Star Dr #100		
Description:	Commercial TI for Restaurant		
Status:	Plan Review		

Project:	**Target Store Solar**		
Phase:	Plan Review	**PM:**	Paul Siegel
Location:	2185 Bronze Star Dr		
Description:	370Kw Solar Array on Target Retail Store at Gateway.		
Status:	Plan Review		

BUILDING INSPECTION ACTIVITY



Building inspections have been increasing progressively from the bottom of the recession in FY11-FY12. The increase in activity is a direct result of three main factors: Solar permits for homes and businesses; remodel permits for all types of properties; and the increased construction of single family dwellings.
The average daily inspections shown are averages for the entire year. The average daily inspection for the month of October 2015 was 30.91; this level of average daily inspections has not reached this level in over 8 years.

BUILDING SOLAR PERMITS AND INSTALLED KW

City of Woodland	Solar KW Installed 01/01/2015 to 10/31/2015
01/2015	250.99
02/2015	190.11
03/2015	337.36
04/2015	415.77
05/2015	370.11
06/2015	705.52
07/2015	210.98
08/2015	258.24
09/2015	395.90
10/2015	329.96
Total Permits Finaled	577
Total KW Installed	3,464.94

CODE ENFORCEMENT

Reactive Enforcement:	Status				
	Number	**Open**	**Closed**	**Pending**	**Notes**
Calls for Service	727	144	583	144	By phone, e-mails, walk-ins, letters, social media, faxes, etc.
Code Complaints	727	144	583	144	Nuisance, Building, Housing and Health and Safety Codes
Complaints Unfounded	123	0	123	0	No code violations were found
Code Violations	103	42	61	42	Verified
Warning Notices	273	**24**	249	24	Issued
Code Compliance	61	**0**	61	0	Code violations corrected
Abatement	1		1		Buildings demolished or boarded up
	Specific Nuisance Items				
Non-Operable Vehicles	13	**0**	13	0	All vehicles were removed
Junk and Debris	32	**0**	32	0	Blighted conditions, Infestation and Mold
Illegal Construction (stop work notice)	11	**0**	11	0	Stop work posting, Illegal sheds or fences
Parking on Landscaping	18	**0**	18	0	Vehicles were removed from landscaping
Buildings (unsecure/vacant)	8	**6**	**2**	6	Building abandoned or foreclosed
Obstruction of Public way	12	0	12	0	Overgrown shrubs or bush in setback areas blocking sight view or storing basketball hoops in public right-of-way
Prohibited signs	2	**0**	**2**	0	Posted, and removed
Water Waste	221	**0**	**221**	0	Overwatering, watering more than 3 times per week, etc.
Illicit Storm Drain	4	**0**	**4**	0	Illegal Dumping into the storm drain.
Weeds	18	**0**	**18**	0	In vacant lots, front or side yards
Blight	11	**0**	**11**	0	Auto parts, junk or trash visible to the public
Trees	53	**9**	**53**	9	Overhanging limbs or shrubs into the street and sidewalk.
Green Waste	14	**0**	**14**	0	Left too long in the street and/or piles too large, etc.
SWPPP Issues	2	**0**	**2**	0	
Water Theft	1	**0**	**1**	0	Theft of water from fire hydrants.

	Other Items				
	Number	**Open**	**Closed**	**Pending**	**Notes**
Business License Inspections	5		**5**		Renewal inspections
Complaint and Hot Line Calls	107	**0**	**0**	0	

	Ongoing Projects		
Proactive Enforcements	Status:	105 W. Main St. (Long John Silver) 439 Grand Ave 1580 E. Main St. (Sonic Burger) 655 Cottonwood St. (Apartment Complex) 327 Emerald St	Working closely with property owners and property managers, via phone and meetings to help maintain properties
Foreclosure Monitoring		0 properties were Foreclosed on	
	Public Outreach		
Workshops		Yolo Co. Environmental Consumer Task Force; Environmental Crimes Enforcement Training	
Neighborhood Watch		POP Meeting with Woodland PD	

SUCCESSOR AGENCY/FORMER REDEVELOPMENT

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

Economic Development Projects

Project:	**Broadband Strategic Plan**		
Phase:	underway	**PM:**	Wendy Ross
Location:	Countywide focus		
Description:	Countywide collaboration to do a broadband Internet planning study to determine how we can best ensure that our businesses, residences and community anchors have access to affordable, reliable broadband Internet service that will meet their long term needs.		
Status:	City Council received the Broadband Strategic Plan on March 3rd, 2015 and directed staff to continue pursuing implementation of priority actions. Staff is developing implementation strategies focused on improving service in commercial areas.		

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

Project:	**Visitor Attraction**
Phase:	Ongoing
Location:	City and Countywide with focus on increasing hotel occupancy in Woodland
Description:	Market the City of Woodland and promote events to enhance Woodland as a visitor destination.
Status:	City has established a Memorandum of Understanding with Yolo County Visitor's Bureau with scope of services outlining activities to promote visitor attraction funded by the Hotel BID. City has increasing the BID from 1% to 1.5% to expand activities and increase emphasis on improving hotel occupancy in Woodland. New Visit Woodland website developed, SF Chronical feature ran in September, airport baggage claim digital ad being finalized, downtown dining guide completed and distributed.

Project:	**State Theatre Multi-plex**
Phase:	Construction
Location:	320- 338 Main Street
Description:	Renovation of the State Theatre as part of a 10 screen multi-plex theater project.
Status:	City closed escrow on the State Theatre in Spring of 2015. Theater developer has been issued permit and commenced construction with completion of the project expected in Spring of 2016. The city completed construction of the Main Street Improvements and infrastructure improvements in the alleyway in September.

Project:	**City Hall Annex Reuse – Woodland Opera House**
Phase:	Pre-Construction
Location:	City Hall Annex – Court Street
Description:	Renovation and Reuse of Annex by Woodland Opera House dance and theater educational programming
Status:	City Council approved funding for improvements and lease agreement with WOH on December 2nd. Lease executed February 2015, Council approved additional funding in September based on construction bids. Construction to commence November 2015.

Project:	**Downtown Hotel Project**
Phase:	Exclusive Negotiation Agreement
Location:	Main Street across from new Court House
Description:	Potential new +/-90-room hotel with ground floor retail/restaurant.
Status:	City Council approved entering into an exclusive negotiating agreement with owners of the Budget Inn hotel on June 2nd. Staff has been working with the developer to evaluate the scope and feasibility of the project. Historical resources analysis has been completed and property appraisal has been ordered. Application for the project entitlement is anticipated in early November with hearing at Planning Commission in December or early January. Council consideration of the disposition and development agreement anticipated in January 2016.

Business Licenses

Business License Category	New	Renewed	Closed
Home Based	28	110	5
Out of Town	94	148	26
Commercial	18	185	9
Totals	140	443	40

DETAILED PROJECT LISTING

ROADWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

WATER INFRASTRUCTURE PROJECTS

Project:	**08-07, Surface Water Project**
Phase:	Construction **PM:** Busch
Description:	This project includes a regional water supply project jointly funded with the City of Davis and UCD. It will provide 18 million gallons of water per day for the City of Woodland; including storage tank, storage pumping facilities and related water transmission lines to get the high quality water into the City. Some of our existing wells will be converted to Aquifer Storage and Recovery (ASR) wells; and ultimately, new ASR wells will be used to supplement summer water use, peak hour and peak day water demands. These ASR wells will also help us bridge over the periods when there may be water right curtailments.
Status:	• Construction work is 75% complete. Recently completed work includes: process equipment and piping installations along with electrical equipment installation at the Sand Ballasted Clarifiers, Ozone Facility, Filtration Facility, Gravity Thickeners, and Chemical Building. The metal building construction at the Maintenance Building, In-Plant Pump Station, and Finished Water Pump Station has begun. The roof has been completed at the Operations Building and interior work continues. The offsite piping work has been completed including the Woodland North and South Finished Water Transmission Mains, Davis Finished Water Transmission Main, and Raw Water Pipeline. • The Joint Intake project with RD2035 has completed major structural concrete pours for the Intake Structure and removed temporary piles. The outlet structure is completed. • The project team has started planning for the conversion to surface water beginning May, 2016, including water main flushing, additional water sampling, and chemical treatment at existing well sites ahead of conversion. • Public involvement meetings and outreach is continuing.

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

Project:	**09-23, Water System Leak Detection and Repairs**		
Phase:	Design	**PM:**	Busch
Description:	This project includes identification and prioritization of water mains throughout the City in need of repair or replacement, including elimination of undersized pipes. The project involves replacing the 2" back of sidewalk mains with a new 8" diameter main, and abandons the 2" mains. The initial focus is on streets with the highest numbers of water main breaks and cast iron water mains over 60 years old. A prioritized list of streets has been prepared to cover the next several years of projects.		
Status:	• Design of the 2017 Water Main Replacement Project has started. The streets selected for water main replacement are generally located east of West Street and south of Lincoln and near Christensen Park. The project design will be bid in late Fall/winter 2016.		

Project:	**12-05, Water Transmission Main (West)**		
Phase:	Construction	**PM:**	Fong
Description:	This project is identified as part of the surface water project to improve water quality and offset the declining water quality from the groundwater supplies. This pipeline is a segment of the transmission line that will convey treated surface water from the new regional water treatment facility to all areas in the City. This segment of pipeline runs from East Street to Ashley Avenue.		
Status:	• Construction began in June 2015 and construction is approximately 80%% complete with the transmission main installed between Ashley and West Street. Project expected to be complete by the end of November 2015. • The project also includes a direct tie-in of Well 16 to the transmission main to facilitate blending with surface water and a flow meter to allow for calculation of the blending percentage. A connection to facilitate discharge of water from the well to the storm drain is included in this work. This work is necessary to meet water quality requirements.		

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

Project:	**15-02, New ASR Wells #29 and #30**		
Phase:	Design/Construction	**PM:**	Busch
Description:	The project involves the design and construction of two new Aquifer Storage and Recovery (ASR) wells allow for the injection of surplus surface water in winter; and supplement supply of surface water in summer and to meet peak demand needs. The new ASR wells will replace existing Wells #4 and #11.		
Status:	• Carollo Engineers designing the new ASR wells. The 50% design package for the above ground facilities has been completed and reviewed. Carollo is working on the 90% design package, which is due in November 2015. Bidding is anticipated in February 2016. • The sonic coring has been completed, aquifer materials were sent for minerology testing and for gradation. The gradation is used to size the filter pack material and the minerology is to determine whether certain elements exist in the aquifer materials.. • As part of the well drilling contract, the existing Wells #4 and #11 will be evaluated for suitability for conversion to park irrigation wells. • Well drilling has started at Ferns Park (Well #30). • The intent is to complete construction of the wells by the end of 2016 to allow for surface water injection the first winter it is available.		

Project:	**15-10, Recycled Water**		
Phase:	Design	**PM:**	Busch
Description:	The City of Woodland is planning for a diversified water supply portfolio including future surface water, groundwater and local recycled water sources to meet current and future water demands. The City proposes to use its currently available tertiary treated Title 22 effluent from the City's Water Pollution Control Facility (WPCF) providing a firm capacity of approximately 2,700 gpm for future recycled water uses. The annual capacity of recycled water is 4,500 afy. The recycled water source would improve the City's water supply reliability by reducing potable demands during the summer months when demands are highest and/or impacted by drought conditions. Recycled water is very reliable even during drought conditions and would serve to drought-proof the City's overall water portfolio. During winter months, the recycled water source allows for the increased injection of treated surface water into the ground through the City's ASR wells. The expected potable water savings from implementing the Phase I Project sites would be approximately 1,277 afy at start-up.		
Status:	• The drought IRWM grant application (Westside) has been completed. Woodland was awarded $2M in grants for the project. • The SRF loan application is nearly completed. The SRF program for recycled water provides funding at 1% interest. • The recycled water program permit package and O&M Manual is completed and has been submitted to the SWRCB for approval. • The design of the project has been completed. The schedule includes bidding a construction contract in November2015, pending completion of the SRF loan and user contracts. • The SWRCB Division of Water Rights has approved the Wastewater Change Petition which allows for the diversion of WPFC effluent to be used for recycled water. • Recycled water is being used for construction at the RWTF. • A study evaluating the appropriate rate structure for recycled water has been completed.		

Project:	**15-19, 2014 Water Main Replacement Project**		
Phase:	Construction	**PM:**	Busch
Description:	The 2014 Water Main Replacement Project design is completed. The streets selected for water main replacement include: Shasta Place, Lassen Place, Plane Avenue, N. Grand Avenue, McKinley Avenue, and Antelope Street between Cottonwood Street and West Street.		
Status:	• This project is under construction with the contractor working on Shasta and Lassen Streets. Work is expected to be completed in November 2015.		

Project:	**16-09, Wells #24 and #26 Water Main**		
Phase:	Construction	**PM:**	Fong
Description:	The State of California's new MCL for hexavalent chromium generally precludes the long term use of the existing groundwater wells directly into the water distribution system. There are additional water quality issues with using the existing ground water wells directly into the distribution system, including harness and nitrates. It is the desire of the City to provide equal quality drinking water to all City water users upon conversion to surface water. The water quality issues including, hexavalent chromium, nitrates, and hardness, can be blended to lower levels with the surface water. Wells #24 and #26 are nearest to the transmission main and are best suited to blend native groundwater with surface water prior to entering the distribution system. The project entails extending water main to directly connect both wells to the transmission main without any connection to the distribution system. The total linear feet of the project is approximately 4,000 LF. Piping reconfiguration will be necessary at both well sites along with landscaping work to restore disturbed surfaces.		
Status:	• The design of the project is underway. The project is planned for construction in summer 2016.		

FLOOD AND STORM DRAINAGE PROJECTS

Project:	**09-15, Lower Cache Creek Feasibility Study**		
Phase:	Pre-Design	**PM:**	Busch
Description:	This project engages local, regional state and federal agencies in the development of comprehensive strategies to minimize the risk of flooding from Lower Cache Creek while enhancing water supply and the ecosystem in a manner that reflect community values. The focus areas will be on initiating studies in cooperation with the US Army Corps of Engineers (Corps), California Department of Water Resources (DWR) and other regional agencies and outreach that will inform the community of the conceptual solution.		
Status:	• The Corps is working toward Milestone #2 scheduled for December 30, 2015. Milestone #2 is the Tentatively Selected Plan and narrows the 4 current alternatives to 1 alternative for the remainder of the study. • The Corps has continued to refine the 4 alternatives and prepared detailed cost estimates. • The Corps completed the benefit/cost analysis for the alternatives. • Project impacts regarding work within the Cache Creek Settling Basin are being evaluated. • The Corps has started the project EIR/EIS. • The City has been awarded a $5M grant for the Lower Cache Creek Basin Woodland Integrated Flood Risk Reduction Project under the new Urban Flood Risk Reduction (UFRR) program. The team met with the Department of Water Resources to develop the scope of work. • Staff is working on a financing strategy for the local cost share of the project including coordination with the regional partners. • The Flood Control Advisory Committee has held four meetings. The committee is being informed of work to date on the project.		

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

Project:	**11-13, North Gibson Ponds Modification for Storm Drain**		
Phase:	Study	**PM:**	Fong
Description:	Project includes the updating of the drainage plan for the south urban growth area, followed by the former wastewater treatment plant ponds on the north side of Gibson Road being repurposed for storm drain detention. The project will allow for storm water generated by the build out of Spring Lake to be managed.		
Status:	First draft of drainage study provided to the City in January 2015 and comments have been reviewed with the consultant. Additional work is needed to complete the study and that work is being coordinated. Completion of the study is expected in Spring 2016.		

SEWER INFRASTRUTURE PROJECTS

Project:	**08-21, Annual Sewer Repair and Replacement**		
Phase:	Design & Construction	**PM:**	Busch
Description:	Repair and/or replacement of existing sewer mains and laterals based on priorities as determined during routine maintenance work and video surveys of facilities.		
Status:	• Investigation of sewer trunk mains from Beamer & CR 102 to SS lift station at E. Main Street for purposes of designing rehabilitation has been completed. The Beamer Trunk lines and Gibson Trunk lines were investigated under CIP #13-10 for the purpose of evaluating the conditions of those mains. • The construction of the sanitary sewer relocation at Douglas Jr. High School on WJUSD is completed. • The construction work for the three deep sewer repairs are planned on Gibson Street at West Street and Matmor Road have been completed. • Kentucky Ave Trunk Main: the construction has been completed. Due to the mineral deposits in the pipe, the method of work was changed from sliplining to a cured-in-place pipe.		

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

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

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

Project:	**15-14, Douglas Jr. High School Sewer Rehabilitation**
Phase:	Construction **PM:** Wisniewski
Description:	Segments of the sewer line at Douglas Junior High School were constructed in 1939 and 1917. Easements were not acquired for the sewer pipes and subsequently, structures were constructed over the pipe. The structures have caused settlement on the sewer pipe leading to the failure of the pipe. Repairs were made in 2013, but the sewer pipe needs to be relocated to avoid additional failures of the pipe. The sewer pipe at Douglas Junior High School is experiencing pipe failure due to loadings from the structures that have been constructed over the pipe. This situation can result in failure of the pipe and loss of sewer service to the owner. The City is also exposed to a risk of a sanitary sewer overflow and pollution of streets and the storm water collection system. The project generally involves realigning the sewer pipe to the School District's maintenance road and obtaining an easement for access and maintenance.
Status:	• Construction has been completed.

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

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

PARKS AND FACILITIES PROJECTS

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

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

Project:	**15-05, SLSP N3 Park**		
Phase:	Pre-Design	**PM:**	Olmedo
Description:	Purchase 8 acres of land for Spring Lake Specific plan in the southeast area of Spring Lake.		
Status:	• Preliminary conceptual discussions. • In contract with Callander Associates for feasibility study. • First public meeting/workshop was held on February 12th with Springlake residents to discuss 8 and 9 acres options. • Masterplan accepted by Council during October 6 meeting. Negotiations of park land in progress. • Under contract with Callander Associates for design services. • Construction anticipated for summer 2016.		

ADMINISTRATION

Project:	**2016 Engineering Standards**		
Phase:	Admin	**PM:**	Chavez
Description:	Updating the Engineering Standards to stay current with regulatory requirements, current construction practices and experiences and meet ongoing maintenance needs.		
Status:	• Preparing revisions based on input from city engineering and maintenance staff. • Ongoing		

Legislation Text

2.

File #: 16-215, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status Report for the period of July 2015 through September 2015

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

Staff Contact

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

Background

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

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Chief of Public Safety

Paul Navazio

Paul Navazio, City Manager

Attachment: 3rd quarter report

PUBLIC SAFETY DEPARTMENT

Quarterly Report

DATE: **November , 2015**

SUBJECT: QUARTERLY REPORT FOR JULY-SEPTEMBER 2015

POLICE:

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

***JULY**:*

▪ *July 4*: a subject in the 500 block of West Cross Street flagged down an officer. The 16-year-old male, Woodland resident had a stab wound to his chest. AMR ambulance transported the male to the UCD Medical Center in Sacramento for treatment of the non-life-threatening wound. The YCGTF took over the investigation.

▪ *July 5:* officers dispatched to the 200 block of West Lincoln Avenue for subject who was under the influence of alcohol. Officers determined the subject was injured from a fall, and there were allegations of domestic violence. Due to the subject's medical condition, a complete investigation was not possible at the time. The on-call detective was called out to assist patrol officers with the investigation. Later that evening, the subject gave a complete statement to officers. It was established the subject was a victim of domestic violence. The suspect attempted to stab the victim with a knife during an argument. The victim was able to escape from the suspect by jumping out of her bedroom window and sustained non-life threatening injuries. The suspect was arrested and booked for attempted murder.

▪ *July 5*: officers dispatched to the 600 block of Kentucky Avenue for report of two suspicious males tampering with a vehicle. Officers recognized the vehicle as recently stolen, and they detained the two suspects. The two suspects drove the stolen vehicle to the location, and they were in the process of dismantling it when officers arrived. Both suspects were adult male, Woodland residents. They were arrested and booked for vehicle theft, possession of stolen property and conspiracy. One of the suspects was also booked for a parole violation.

▪ *July 12:* officers dispatched to a location on North Street for an infant not breathing and possibly deceased. Officers contacted the parents, and AMR transported the infant. One officer transported the mother to the ER. Officers contacted the infant's father to find out what occurred. A short while later, the attending physician at the ER declared the infant deceased. A detective was called out to take over the investigation. Preliminarily, there were no obvious signs of trauma or abuse and the death is unexplained, pending the official autopsy results.

▪ *July 12*: officers dispatched to East Oak Avenue regarding a stolen vehicle. Officers located a Mercedes Benz that was stolen from Kelly Kars on July 9. In addition to the vehicle theft on that date, the business was burglarized. Numerous items were stolen during the burglary, including several rifles and shotguns. Officers recovered the stolen vehicle and processed it for evidence. They also recovered many other items, including the firearms, stolen from Kelly Kars.

▪ *July 21:* officers responded to fight call on East Street. As officers arrived, a suspect involved in the fight sped away from the area at a high rate of speed. Officers caught up to the suspect at the Jack in the Box on the corner of East Street and East Main Street. The suspect refused to cooperate and comply with commands. Finally, the suspect was restrained and was arrested for driving with blood alcohol level over twice the legal limit and resisting arrest.

▪ *July 31*: an adult female reported to officers she was assaulted by two men near Court Street and Cleveland Street. A detective was called out to take over the investigation. The victim stated she was walking alone in the area in the early morning hours when two men grabbed her and drug her across Court Street to the side of a business where she was punched and groped. During the incident, the victim said a subject rode by the area and shined a flashlight on the men as the female screamed. The two suspects then fled the area on foot, and the victim made it home safely. She sustained minor facial injuries from being punched. The first suspect was described as a Hispanic or black male adult, 30-40 years of age, 6', with a medium build, shoulder length hair, and wearing a red "hoodie" style sweatshirt. The second suspect was described only as being 5'6" and wearing a black long-sleeved shirt. A press release was distributed to local media in an attempt to identify the suspects and the unknown subject on the bicycle.

AUGUST:

▪ *August 2*: Detectives were called out to take over a child molest investigation initiated by patrol officers. They discovered that a 7-year-old female was molested by her babysitter's boyfriend earlier that day. The victim was taken to UCD Medical Center for a forensic sexual assault exam and later attended a Multi-Disciplinary Interview where further details of the molest were provided. The suspect, a 37-year-old Woodland resident, fled the area before Detectives could speak with him. He is believed to be in Mexico. Detectives secured a warrant for his arrest on child molest charges.

▪ *August* 5: Detectives are working with YCGTF on the apprehension of six suspects, male and female, who were involved in a carjacking that occurred in front of Campbell Park. In this incident, a male subject from out of town met two females online and drove to Campbell Park to meet them late in the evening. Shortly after his arrival at the park, he was chased and jumped by numerous subjects inside the park. The suspects took the victim's keys and fled the area in his vehicle, which was recovered several hours later in San Francisco. A detective drove to San Francisco to process the vehicle for evidence.

▪ *August 6*: officers dispatched to El Paseo Drive regarding a fight with weapons. Officers contacted the victim who sustained a non-life threatening injury to his arm and was treated on scene. The victim reported that his neighbor assaulted him with a knife. The suspect was taken into custody and booked for assault with a deadly weapon.

▪ *August 7*: an officer witnessed a hit and run traffic collision where a vehicle had struck a bicyclist near the intersection of West and West Cross Streets. Medical aid and other officers were dispatched to attend to the victim so the witnessing officer could pursue the vehicle to the area of Clanton Avenue and Cleveland Street, where the driver hit a parked vehicle causing disabling damage to the suspect vehicle. The license plate on the suspect vehicle matched a Mazda stolen out of West Sacramento. Four occupants, two males and two females, fled from the Mazda. From prior incidents, the officer was able to identify the driver as a 15-year-old suspect from West Sacramento. Officers set up a perimeter and did an area search for the suspects but were unable to locate anyone. The driver and possibly a juvenile female passenger have been identified. The victim of the hit and run collision was identified as a 32-year-old male, Woodland resident. The victim sustained non-life threatening injuries and was transported by AMR to the WMH emergency room. According to emergency room staff, the victim appeared to be intoxicated, was uncooperative, and left before being treated. He was later located on Del Oro Street ringing someone's doorbell and trying to make entry through the front door. He was arrested, transported to WMH for a medical clearance, and transported to jail, where he was booked for public intoxication. The traffic collision was investigated by the Traffic Division.

▪ *August 17*: officers dispatched to an apartment complex on North Cleveland Street and Woodland Avenue regarding a female reporting that subjects were chasing her. Officers contacted the subject, a Woodland resident. The subject tried to punch the officer. While trying to restrain the subject, she struck the officer with a flashlight. The subject was arrested for assault with a deadly weapon on a peace officer and being under the influence of a controlled substance.

▪ *August 30*: two citizens flagged down an officer to report they observed a subject on the ground being brutally kicked and hit by four subjects in the area of Court Street and Sixth Street. The officer advised dispatch and drove to the area. When the officer arrived, two suspects were fleeing the area. A victim was located lying on the sidewalk. The two suspects were detained by officers. AMR transported the victim to UCD Medical Center. When the victim arrived at the hospital, he was deemed in critical condition but was later downgraded to stable with life threatening injuries. The suspects were booked on attempted murder charges with a gang enhancement. With the assistance of YCGTF and detectives, two additional suspects were identified and arrested.

▪ *August 20*: Detectives responded to Sutter Davis Hospital to speak with a female adult, Woodland resident who reported to medical staff that she had been raped inside her Woodland apartment earlier that morning by an unknown male suspect. The victim was taken to the BEAR center where she received a forensic sexual assault exam. Detectives have been unable to substantiate the allegations made by the victim.

SEPTEMBER:

▪ *September 2*: an adult victim and her 7-year-old daughter were walking out to their car in the parking lot at an apartment complex on Muir Street. They walked past a parked Ford van with a male Hispanic adult in it. The victim saw the subject masturbating. The victim yelled at the subject and he immediately stopped and drove away. Unfortunately, the follow-up investigation did not find any suspect information, and the case is currently "inactive."

▪ *September 5*: officers dispatched to Dodds Drive for an arson report. Sometime between 11 p.m. on September 4 and 6 a.m. on September 5, an unknown subject burned the victim's garage door. The damage was minimal and no suspects have been identified.

▪ *September 15*: officers responded to a burglary in progress at a residence on Thomas Street. Officers received information that a known male subject had broken a window and may be inside; they located a broken front window. The male had been causing multiple disturbances with the residents at that location, and generating calls for service, for almost a week. A perimeter was set up and officers cleared the residence, but they did not locate the suspect. Witnesses from nearby businesses advised that a male subject had jumped their fence heading westbound. The perimeter was extended and covered an area of approximately three blocks. Officers pursued the suspect and, after 30 minutes, they cornered him when he fled into the bathroom of a business in the Olive Tree Plaza. The suspect was arrested and booked.

▪ *September 16*: officers responded to a closed business in the 200 block of California Street. A male suspect opened the sliding glass doors while employees were inside stocking shelves. The suspect threatened staff with a knife while stealing alcohol and fled the scene. Officers located the suspect a short distance from the store. The suspect fled from the officers, but he was apprehended after a short foot pursuit. He was arrested and booked for burglary and robbery.

▪ *September 25*: an officer was on patrol near West Cross Street and Cottonwood Street. The officer saw a known 20-year-old male, Sacramento resident standing in front of the Windmere Apartments at 655 Cottonwood Street. The officer approached the male, and the suspect threw an object into a planter. The officer detained the suspect. A police K9 searched the area and located marijuana in the planter. The suspect was arrested and booked for concealing evidence, feloniously possessing marijuana for sale, and feloniously participating in criminal street gang activity.

▪ *September 13*: Detectives were called out to take over a death investigation involving a four-month-old child. This investigation is active, but preliminarily it is not believed this unfortunate death was the result of any type of abuse or neglect.

In May of 2015: the Woodland Police Department was notified by a concerned citizen that a 54-year-old female, Woodland resident was fraudulently raising money on behalf of a female who was diagnosed with a terminal illness. After several months of investigation, Detectives found that from November 2014 until May 2015, the suspect had raised over a thousand dollars in cash and food donations on behalf of a legitimately terminally ill female, but had not delivered much, if any, of the donations to her. Instead, the suspect kept and used the donations for herself. On September 16, Detectives arrested the suspect on felony charges of identity theft and grand theft.

▪ *September 18*: Detectives were called out to assist patrol officers with a shots fired call in the area of Bourn Drive and East Gibson Road. Several citizens, and an officer, heard what sounded like gunshots near the intersection. One RP stated he heard two males yelling near the intersection prior to, and during, the shots being fired. No victims or suspects were located; however, two expended shell casings were found in the roadway.

▪ *September 25*: Detectives assisted the Davis Police Department with the service of search warrants related to a recent homicide in their jurisdiction.

A total of 351 arrests were made on subjects claiming to be transient. The arrests were for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

POP Projects:
There were three new POP Projects opened this quarter; there are still six open.

Special Enforcement Team (SET):
S.E.T. had the following activity for the 3rd quarter of 2015:

Activity	July	Aug.	Sept.	Qtr. Total
# PRCS subjects contacted	11	17	15	43
# Probationers not on PRCS contacted	7	10	12	29
# Parolees not on PRCS contacted	0	0	1	1
# Home searches conducted	19	29	16	64
# Vehicle searches conducted	0	5	3	8
# Felony arrests	1	6	14	21
# Misdemeanor arrests	0	0	0	0

School Resource Officers (SRO):
The SROs had the following activity for the 3rd quarter of 2015:

Activity	July	Aug.	Sept.	Qtr. Total
Consensual contacts		1,005	979	1,984
Fighting	Schools	7	41	48
Alcohol violations		0	0	0
Gang activity	Not	6	8	14
Narcotics		0	4	4
Truancy	In	0	3	3
Tobacco use		0	0	0
Vandalism	Session	0	0	0
Theft		0	0	0
Weapons	Schools	0	0	0
Misdemeanor crimes		0	0	0
Felony crimes	Not in	0	0	0
Administrative/Home visits		41	131	172
Arrests	Session	1	9	10
Citations issued		1	4	5

Statistical Report:

CRIME

Category	July	Aug.	Sept.	Calendar Year 2015 Reported to CA DOJ	Calendar Year 2015 Percent change
Homicide	0	0	0	0	100%
Rape	1	0	3	13	0%
Robbery	5	3	4	38	-16%
Aggravated Assaults	12	12	8	124	-30%
Simple Assaults	41	76	47	414	66%
Burglary	41	31	31	237	-29%
Larceny/Thefts	111	113	99	940	12%
Auto Theft	24	12	14	168	-18%
Arson	2	1	1	13	-43%
TOTAL	**237**	**248**	**207**	**1947**	

WORKLOAD

Calls for Service	July	Aug.	Sept.	TOTAL
Priority 1	114	121	108	**343**
Priority 2	2136	2312	2094	**6542**
Priority 3	168	140	106	**414**
All other calls for service	3755	3832	3645	**11232**
TOTAL	**6173**	**6405**	**5953**	**18531**

Response Times				
Priority 1	7:34	7:01	7:22	
Priority 2	10:13	10:13	11:16	
Priority 3	36:27	27:54	23:44	
Reports				
Online Reports/Coplogics	31	38	27	**96**
Mail-in Reports (MLRs)	100	98	98	**296**
Other case numbers issued	543	550	514	**1607**
TOTAL	**674**	**686**	**639**	**1999**
Graffiti	**55**	**48**	**27**	**130**
290 Registrant Activity	**July**	**Aug.**	**Sept.**	
Total registrants	124	123	126	
Other Information				
Total transient registrants	15	14	14	
290 PC violation warrants issued	1	0	0	
Not in compliance with annual update	0	1	0	

Personnel		
July-Sept.	Budgeted	Filled
Sworn	61	61
Non-sworn (FTE)	15	14
Non-sworn (PT/Temp.)	2	2
Total	**78**	**77**

Volunteers in Policing (ViP):

The ViP program added seven new volunteers this past quarter. Total hours worked for the quarter:

ViP Hours	July	Aug.	Sept.	Total
Chaplains	8	21	30	59
Volunteers	469	502	518	1,489

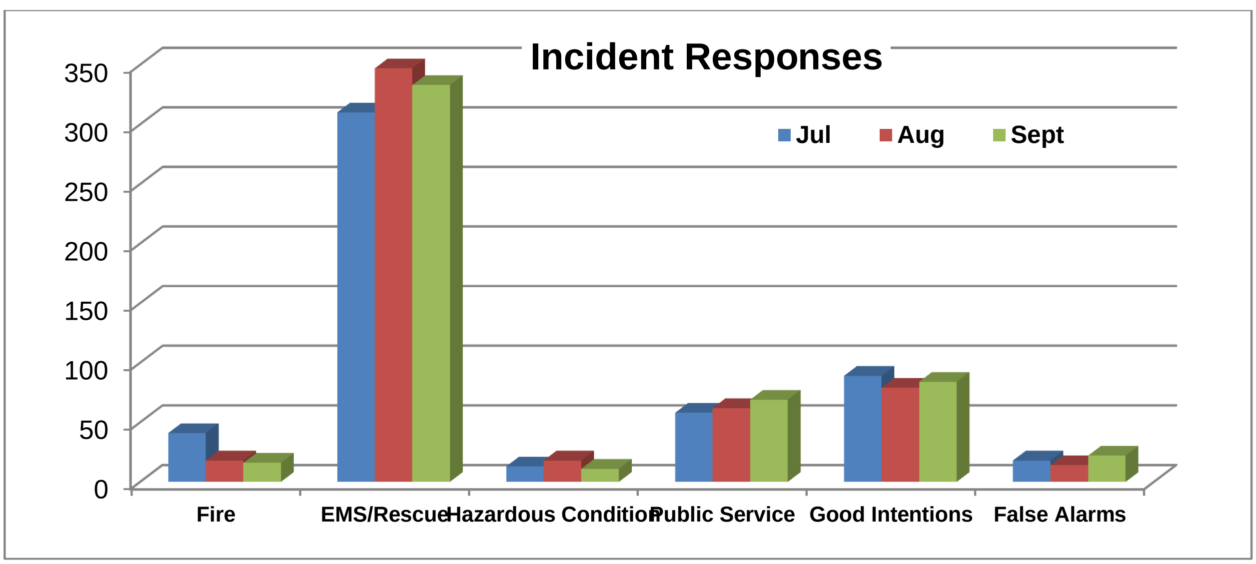
The chaplains' activities included call-outs for home deaths, death notifications, assistance with line of duty death incidents (Sacramento & Placer counties), officiating funeral services, participating in swearing-in ceremonies, grief counseling, and attending/participating in 9-11 Memorial Ceremony at Fire Station 3.

The volunteers' activities included participation in several Special Events, assistance with DUI checkpoints, graffiti abatement, administrative work in several divisions (Detectives, Crime Analysis, Records, Property & Evidence), tagging abandoned vehicles, ViP background investigations, assistance with predictive policing, providing extra patrol at schools, washing and stocking patrol cars.

FIRE:

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

	Jul	Aug	Sept
Total Incident Responses			
Fire	41	18	16
EMS/Rescue	310	347	333
Hazardous Condition	13	18	11
Public Service	58	62	69
Good Intentions	89	79	84
False Alarms	18	14	22
TOTAL	**529**	**538**	**535**
Mutual/Auto-Aid	24	18	19
Concurrent Incidents	186	168	211
Fire Prevention			
Engine Company Inspections	36	58	29
Inspections	159	77	166
Plan Reviews	17	8	15
TOTAL	**212**	**143**	**210**
Code Enforcement Hours	9.5	11.5	2.0
Fire Investigation Hours	0	1	0
Public Education Events			
Fire Prevention	2	0	0
Engine Company	0	4	4
TOTAL	**2**	**4**	**4**



Concurrent Incidents:

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

# of Companies committed simultaneously	Jul	Aug	Sept
2 companies	104	94	117
3 companies	50	57	75
4 companies	24	14	17
5 companies	5	1	2
6+ companies	3	2	0
TOTAL	**186**	**168**	**211**
% of Total Incident Responses	**35.16%**	**31.23%**	**39.44%**

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

Call Type	Jul	Aug	Sept
Fire	5:44	6:26	7:14
EMS	4:48	4:15	4:13

Automatic or Mutual Aid:

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

	Jul	Aug	Sept
Aid Received	5	3	3
Aid Given	19	15	16
TOTAL	**24**	**18**	**19**

Significant Calls:

Technical Rescue at Woodland-Davis Clean Water Project Intake Facility

At 0834 hours, Fire responded to a call for an injured construction worker in a pipe 40 feet underground at the Woodland-Davis Clean Water Project Intake Facility located along the Sacramento River. When units arrived, they found the victim at the bottom of a cofferdam where he had been working prior to being stuck in the back with a metal object that had fallen from 25-40 feet above. We responded with Engine 1, Engine 2, Rescue 3 and Truck 3 along with a Battalion Chief to the incident. Due to the location of the injured worker, crews had to package the injured worker, set up safety rope systems, and use a large construction crane on site to remove the worker from the bottom of the cofferdam. In addition to Woodland Fire, AMR and a Volunteer from Elkhorn Fire District assisted with patient care and packaging the victim prior to his removal from the cofferdam. The injured worker was transported via ground ambulance to UC Davis Medical Center.

Busy Wildland Fire Season for the State of California and WFD

Woodland Fire contributed a variety of resources, including a Strike Team, a Strike Team Leader, and Fire Line EMT, to the Statewide Mutual Aid System this fire season. Members of Woodland Fire were deployed for 63 days starting July 22, at the Wragg Fire in Solano County until September 23 at the Butte Fire in Amador and Calaveras Counties. We staffed a Type 3 Wildland engine with three firefighters for 62 of those 63 days at seven different fires including the Lowell Fire in Nevada County, the Rough Fire in Fresno County, the Barker Incident and Fork Complex fires in Trinity County, and the Cuesta Fire in San Luis Obispo County. An Acting Battalion Chief was also out on assignment as a Strike Team Leader for 19 days at two different incidents. In addition, the department staffed a Fire Line EMT, a new position that is being filled on wildland fires to look after the firefighters on the line and respond to calls for emergency medical treatment of those firefighters, for a 14-day assignment at the Route Complex Fire. This fire season was a busy one throughout the state, with very abnormal fire conditions experienced at all events, helping our personnel gain valuable experience that they brought home to pass on and educate our staff.

Legislation Text

3.

File #: 16-206, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Increase the Fiscal Year 2015/2016 Sports Park O&M CFD Contract Services Budget by $20,000.00

Recommendation for Action: Staff recommends that the City Council approve Resolution No._____, authorizing an additional FY 2015/2016 appropriation of $20,000.00 in the Sports Park O&M CFD Contract Services Budget, for a total appropriation of $67,600.62.

Staff Contact

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

Fiscal Impact

This action will increase the Sports Park O&M CFD Contract Services Budget appropriations from $47,600.62 to $67,600.62, a total increase of $20,000.00. User fees are collected to help offset utility and maintenance costs.

Discussion

The Community Sports Park is home to a wide variety of user groups, e.g., Woodland Soccer Club, adult softball, Davis Alliance, YMCA, travel leagues, tournaments and community adult soccer. Being that most of these groups utilize the fields for nighttime play, lighting is essential.

Unfortunately, the field lighting is at the end of its life cycle. Staff was hopeful that we could get another season or two of operation from the lamps, but they are beginning to fail at an increasing rate due to the above average use of the fields for nighttime play.

Over the last 3 months we have either lost, or are in the process of losing, 6% of the total lighting on the fields; this will only continue to get worse because they are all on the same replacement cycle. If the lamps are not replaced in a timely manner, the fields could become unusable for nighttime play. Inaction could significantly affect the revenue generated from the use of the fields, as well as hamper the scheduling of both the youth and adult user groups.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2015/2016 appropriation of $20,000.00 in the Sports Park O&M CFD Contract Services Budget, for a total appropriation of $67,600.62.

Prepared by: Robert Sanders
Public Works Deputy Director

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 APPROVING AN ADDITIONAL FY 2015/2016 APPROPRIATION OF TWENTY THOUSAND DOLLARS IN THE SPORT PARK O&M CFD CONTRACT SERVICES BUDGET.

WHEREAS, the Community Sports Park is a vital recreational facility that hosts a wide variety of sports programs and user groups; and

WHEREAS, these user groups utilize Community Sports Park for nighttime play throughout the year; and

WHEREAS, maintenance of the field lighting is imperative for the safety and wellbeing of the user groups; and

WHEREAS, staff wishes to increase the FY 2015/2016 Sports Park O&M CFD contract services budget by $20,000.00 to re-lamp the Community Sports Park fields; and

WHEREAS, user fees are collected to help offset utility and maintenance costs of this facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2015/2016 Sports Park O&M CFD Contract Services appropriation shall be increased by $20,000.00.

PASSED AND ADOPTED by the City Council this 17th day of November 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

4.

File #: 16-199, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Waste Management 2016 Rate Adjustment

Recommendation for Action: Staff recommends that the City Council receive the Waste Management 2016 rate adjustment information and accept it as complete and adequate.

Staff Contact

Roberta Childers, Environmental Resource Analyst
661-2060, roberta.childers@cityofwoodland.org

Fiscal Impact

Waste Management provides a 15% franchise fee to the City. If the customer base remains similar to the current customer base, the 2016 rate adjustment would result in an increase of approximately $5,000-$10,000 in franchise fees in calendar year 2016.

Background

Waste Management provides street sweeping services and collection and disposal of trash, recyclables, and yard refuse for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011. With regard to rate adjustments, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index for All Urban Consumers in the most recent 12-month period for which data are available, up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees. The base rates may be adjusted each year by these amounts.

Yolo County operates the landfill and adjusts the landfill disposal fees each July 1. Because landfill fees go into effect six months before the Waste Management rates are adjusted, the agreement allows Waste Management to recover the increased disposal fees paid by the company during the preceding July-December period through an additional adjustment to the customer rates. This adjustment is not factored into the base rate that is used to calculate subsequent years' rate adjustments.

According to the franchise agreement, provided that adequate supporting information has been submitted by the company, any requested CPI adjustment shall be deemed approved and shall take effect on the following January 1, and the City Council shall not deny a requested disposal fee adjustment unless it finds that Waste Management has not provided adequate supporting information.

Discussion

In accordance with the terms of the franchise agreement, Waste Management has submitted a request to implement an annual adjustment to its customer rates, effective January 1, 2016. The 2016 rate request includes adjustments for (1) the 0.2% CPI increase for the 12-month period ending August 2015 and (2) the July 2015 increase in Yolo County Central Landfill disposal fees for Woodland's municipal solid waste from $41.71 to $42.72 per ton, or 2.42%. The landfill increase is applied only to the disposal portion of the applicable rates and only by the amount that it exceeds the CPI increase.

These adjustments will raise the rates for an average Woodland household by 13 cents per month, from $29.44 to $29.57. Charges for commercial services will generally increase by about 0.6% over the commercial customer rates for 2015, depending on container size and frequency of service.

Staff has reviewed the documentation provided by Waste Management and found all the calculations to be appropriate and the documentation to be adequate. (Note that the calculation results are rounded.)

Conclusion

Staff recommends that the City Council receive the Waste Management 2016 rate adjustment information and accept it as complete and adequate.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio

Paul Navazio, City Manager

Attachment: Waste Management 2016 rate adjustment information

Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation

ELEMENTS	FORMULA		RATE ADJUSTMENT
CPI ADJUSTMENT CALCULATION CPI Adjustment 2014 to 2015: Consumer Price Index (CPI for *All Urban Consumers)* [1]			
Index August 2015	A	238.316	
Index August 2014	B	237.852	
Percentage change of index	C = (A-B)/B		0.20%
Contractually allowed maximum % of CPI (Section 7.3)	I		5%
Allowed Price Adjustment: Lower of Annual CPI Adjustment (C) or contractually allowed max. % increase (I)	J		**0.20%**
Internet Hyperlink to Indices: http://data.bls.gov/cgi-bin/srgate			

Waste Management of Woodland

City of Woodland

Residential Rate Adjustment Effective 1/1/16

CPI % Change	0.20%	A
MSW Disposal Increase	2.23%	B
2015 Disp Capture	2.42%	C

	Current Monthly Rate Effective 1/1/2015	Previous Period Six Month Disposal Catch Up (7/1/14 through 12/31/14)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	One Time Six Month Disposal Catch Up (7/1/15 through 12/31/15)	**New Monthly Rate w/ Disposal Catchup eff 1/1/2016**
	D	**E**	**F=D-E**	**G=F*A**	**H**	**I=H*B**	**J=F+G+I**	**K=(H*C)/2**	**L=J+K**
Garbage Rates									
35 Gallons	$11.57	$0.02	$11.55	$0.02	$1.61	$0.04	$11.61	$0.02	$11.63
64 Gallons	$13.43	$0.04	$13.39	$0.03	$3.23	$0.07	$13.49	$0.04	$13.53
96 Gallons	$23.51	$0.07	$23.44	$0.05	$4.85	$0.11	$23.60	$0.06	$23.66
Extra bag pickup	$2.20	$0.00	$2.20	$0.00	$0.30	$0.01	$2.21	$0.00	$2.21
Extra toter pickup	$6.90	$0.02	$6.88	$0.01	$1.58	$0.04	$6.93	$0.02	$6.95
Low income (10% discount from base)									
35 Gallons	$10.41						$10.45		$10.47
64 Gallons	$12.09						$12.14		$12.18
96 Gallons	$21.16						$21.24		$21.29
Yard Refuse / Street Sweeping									
Small Lot*	$10.61	$0.00	$10.61	$0.02	$0.00	$0.00	$10.63	$0.00	$10.63
1-96 Gallon Toter	$13.75	$0.00	$13.75	$0.03	$0.00	$0.00	$13.78	$0.00	$13.78
2-96 Gallon Toters	$13.75	$0.00	$13.75	$0.03	$0.00	$0.00	$13.78	$0.00	$13.78
3-96 Gallon Toters	$17.04	$0.00	$17.04	$0.03	$0.00	$0.00	$17.07	$0.00	$17.07
4-96 Gallon Toters	$17.04	$0.00	$17.04	$0.03	$0.00	$0.00	$17.07	$0.00	$17.07
Each add'l toter after 4	$3.34	$0.00	$3.34	$0.01	$0.00	$0.00	$3.35	$0.00	$3.35

*The Small Lot rate applies only to those customers who qualified for this rate before July 1, 2007, and who were grandfathered in under this rate. Current Small Lot rate customers who choose to have one cart will continue to pay the Small Lot rate (as annually adjusted) until the property is sold or unless they choose to have additional carts.

	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
Street Sweeping (only)									
Residential\Condominium	$4.35	$0.00	$4.35	$0.01	$0.00	$0.00	$4.36	$0.00	$4.36
Apartments\Mobile Home Parks (per unit)	$2.36	$0.00	$2.36	$0.00	$0.00	$0.00	$2.36	$0.00	$2.36
Recycling									
Residential Curbside	$1.56	$0.00	$1.56	$0.00	$0.00	$0.00	$1.56	$0.00	$1.56
Ancillary / Misc Fees									
Side Yard Assisted Service - medically justified	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Side Yard Assisted Service - no medical justification	$5.71	$0.00	$5.71	$0.01	$0.00	$0.00	$5.72	$0.00	$5.72
State Mandated Fee - Per Household	$0.70	$0.00	$0.70	$0.00	$0.00	$0.00	$0.70	$0.00	$0.70
Bulky Waste Pickup - per yard rate (limited to 5 yards)	$71.12	$0.11	$71.00	$0.14	$8.32	$0.19	$71.33	$0.10	$71.43

Waste Management of Woodland
City of Woodland
Commercial Rate Adjustment Effective 1/1/16

CPI % Change	0.20%	A
MSW Disposal Increase	2.23%	B
2015 Disp Capture	2.42%	C

	Current Monthly Rate Effective 1/1/2015	Previous Period Six Month Disposal Catch Up (7/1/14 through 12/31/14)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	One Time Six Month Disposal Catch Up (7/1/15 through 12/31/15)	**New Monthly Rate w/ Disposal Catchup eff 1/1/2016**
	D	**E**	**F=D-E**	**G=F*A**	**H**	**I=H*B**	**J=F+G+I**	**K=(H*C)/2**	**L=J+K**
Cart Rates									
1-64 Gallon Can	$26.39	$0.09	$26.30	$0.05	$6.48	$0.14	$26.49	$0.08	$26.57
1-96 Gallon Can	$33.31	$0.13	$33.18	$0.06	$9.71	$0.22	$33.46	$0.12	$33.58
Extra bag pickup	$2.20	$0.00	$2.20	$0.00	$0.30	$0.01	$2.21	$0.00	$2.21
Extra toter pickup	$6.90	$0.02	$6.88	$0.01	$1.58	$0.04	$6.93	$0.02	$6.95
1 Yard Bin									
1 x Week	$68.61	$0.10	$68.51	$0.13	$7.21	$0.16	$68.80	$0.09	$68.89
2 x Week	$112.64	$0.20	$112.44	$0.22	$14.40	$0.32	$112.98	$0.17	$113.15
1.5 Yard Bin									
1 x Week	$86.09	$0.15	$85.94	$0.17	$10.81	$0.24	$86.35	$0.13	$86.48
2 x Week	$145.34	$0.30	$145.04	$0.28	$21.61	$0.48	$145.80	$0.26	$146.06
3 x Week	$204.05	$0.45	$203.61	$0.40	$32.42	$0.72	$204.73	$0.39	$205.12
2 Yard Bin									
1 x Week	$104.15	$0.20	$103.95	$0.20	$14.40	$0.32	$104.47	$0.17	$104.64
2 x Week	$176.14	$0.40	$175.74	$0.34	$28.81	$0.64	$176.72	$0.35	$177.07
3 x Week	$248.18	$0.60	$247.58	$0.48	$43.21	$0.96	$249.02	$0.52	$249.54
4 x Week	$320.14	$0.79	$319.35	$0.62	$57.63	$1.28	$321.25	$0.70	$321.95
5 x Week	$392.19	$0.99	$391.20	$0.76	$72.02	$1.60	$393.56	$0.87	$394.43
6 x Week	$463.72	$1.19	$462.53	$0.90	$86.44	$1.92	$465.35	$1.05	$466.40
3 Yard Bin									
1 x Week	$133.67	$0.30	$133.37	$0.26	$21.61	$0.48	$134.11	$0.26	$134.37
2 x Week	$233.24	$0.60	$232.64	$0.45	$43.21	$0.96	$234.05	$0.52	$234.57
3 x Week	$332.61	$0.89	$331.72	$0.65	$64.83	$1.44	$333.81	$0.78	$334.59
4 x Week	$408.61	$1.19	$407.42	$0.79	$86.44	$1.92	$410.13	$1.05	$411.18
5 x Week	$531.61	$1.49	$530.12	$1.03	$108.06	$2.41	$533.56	$1.31	$534.87
6 x Week	$631.18	$1.79	$629.40	$1.23	$129.66	$2.89	$633.52	$1.57	$635.09
4 Yard Bin									
1 x Week	$167.82	$0.40	$167.42	$0.33	$28.81	$0.64	$168.39	$0.35	$168.74
2 x Week	$296.49	$0.79	$295.70	$0.58	$57.63	$1.28	$297.56	$0.70	$298.26
3 x Week	$425.28	$1.19	$424.09	$0.83	$86.44	$1.92	$426.84	$1.05	$427.89
4 x Week	$553.89	$1.59	$552.30	$1.08	$115.24	$2.57	$555.95	$1.40	$557.35
5 x Week	$694.98	$1.98	$692.99	$1.35	$144.07	$3.21	$697.55	$1.74	$699.29
6 x Week	$811.38	$2.38	$809.00	$1.58	$172.87	$3.85	$814.43	$2.09	$816.52
6 Yard Bin									
1 x Week	$219.37	$0.60	$218.77	$0.43	$43.21	$0.96	$220.16	$0.52	$220.68
2 x Week	$395.59	$1.19	$394.39	$0.77	$86.44	$1.92	$397.08	$1.05	$398.13
3 x Week	$579.18	$1.79	$577.39	$1.13	$129.66	$2.89	$581.41	$1.57	$582.98
4 x Week	$805.42	$2.38	$803.04	$1.57	$172.87	$3.85	$808.46	$2.09	$810.55
5 x Week	$1,006.73	$2.98	$1,003.76	$1.96	$216.08	$4.81	$1,010.53	$2.62	$1,013.15
6 x Week	$1,229.42	$3.57	$1,225.85	$2.39	$259.31	$5.77	$1,234.01	$3.14	$1,237.15
Recycling - All Sizes*									
1 x Week - per month/per bin	$28.31	$0.00	$28.31	$0.06	$0.00	$0.00	$28.37	$0.00	$28.37
2 x Week - per month/per bin**	$56.62	$0.00	$56.62	$0.12	$0.00	$0.00	$56.74	$0.00	$56.74
3 x Week - per month/per bin**	$84.93	$0.00	$84.93	$0.18	$0.00	$0.00	$85.11	$0.00	$85.11
4 x Week - per month/per bin**	$113.24	$0.00	$113.24	$0.24	$0.00	$0.00	$113.48	$0.00	$113.48
5 x Week - per month/per bin**	$141.55	$0.00	$141.55	$0.30	$0.00	$0.00	$141.85	$0.00	$141.85

*Recycle Container Sizes Available: 96 gallon, 1 Yard, 1.5 Yard, 2 Yard, 3 Yard, 4 Yard, 6 Yard

**Services with a frequency of more then one time per week are charged by multiples of the "1 x Week" rate

***Four 96 gallon recycle carts can be substituted for a recycle bin for the same cost. Carts must be placed curbside on collection days.

Extra Pickup Fees									
Overloaded Container - First Cubic Yard (No Dismount Required)	$6.96	$0.02	$6.93	$0.01	$1.63	$0.04	$6.98	$0.02	$7.00
Overloaded Container - Each Cubic Yard in excess of 1 (No Dismount Required)	$2.59	$0.02	$2.57	$0.01	$1.63	$0.04	$2.62	$0.02	$2.64
Additional Pickup, 1 Cubic Yard Bin	$41.04	$0.02	$41.01	$0.08	$1.63	$0.04	$41.13	$0.02	$41.15
Additional Pickup, 1.5 Cubic Yard Bin	$42.35	$0.03	$42.31	$0.08	$2.45	$0.05	$42.44	$0.03	$42.47
Additional Pickup, 2 Cubic Yard Bin	$43.62	$0.04	$43.57	$0.08	$3.25	$0.07	$43.72	$0.04	$43.76
Additional Pickup, 3 Cubic Yard Bin	$46.24	$0.07	$46.17	$0.09	$4.89	$0.11	$46.37	$0.06	$46.43
Additional Pickup, 4 Cubic Yard Bin	$48.61	$0.09	$48.53	$0.09	$6.53	$0.15	$48.77	$0.08	$48.85
Additional Pickup, 6 Cubic Yard Bin	$53.95	$0.13	$53.82	$0.10	$9.77	$0.22	$54.14	$0.12	$54.26
Additional Trip to Customer Location at Customer Request	$27.46	$0.00	$27.46	$0.05	$0.00	$0.00	$27.51	$0.00	$27.51

Temporary Bin									
3 Yard Temporary Bin	$162.28	$0.07	$162.21	$0.32	$4.89	$0.11	$162.64	$0.06	$162.70

Ancillary / Misc Fees									
State Mandated Fee - per yard times 4.3 (weeks per month)	$0.25	$0.00	$0.25	$0.00	$0.00	$0.00	$0.25	$0.00	$0.25
Dismount and Push Charge per Bin Serviced per Week	$5.82	$0.00	$5.82	$0.01	$0.00	$0.00	$5.83	$0.00	$5.83
Key Charge per Bin Serviced per Week	$6.91	$0.00	$6.91	$0.01	$0.00	$0.00	$6.92	$0.00	$6.92
Enclosure Charge per Bin Serviced per Week	$7.63	$0.00	$7.63	$0.01	$0.00	$0.00	$7.64	$0.00	$7.64
Gate Service Charge per Bin Serviced per Week	$7.63	$0.00	$7.63	$0.01	$0.00	$0.00	$7.64	$0.00	$7.64
Long Walk (more then 20 feet) per Bin Serviced per Week	$18.24	$0.00	$18.24	$0.04	$0.00	$0.00	$18.28	$0.00	$18.28
Maximum Additional Weekly Charges per Bin Serviced per Week	$23.64	$0.00	$23.64	$0.05	$0.00	$0.00	$23.69	$0.00	$23.69
Scout Truck (Container Truck) Container Pull Out	$32.96	$0.00	$32.96	$0.06	$0.00	$0.00	$33.02	$0.00	$33.02
Extra per yard charge for Customers Pre-compacting Trash	$20.64	$0.09	$20.55	$0.04	$6.53	$0.15	$20.74	$0.08	$20.82
Commercial Sweeping Charge	$7.20	$0.00	$7.20	$0.01	$0.00	$0.00	$7.21	$0.00	$7.21

Note:

Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

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Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment Effective 1/1/16

CPI % Change	0.20%	A
MSW Disposal Increase %	2.23%	B
2015 Disposal Capture	2.42%	C

Disposal Costs Eff 7/1/15	
Municipal Solid Waste	$42.72
C&D	$49.00
Green Waste	$36.00
Clean Wood	$0.00
OCC	$0.00
Recycle	$0.00

	Current Monthly Rate Effective 1/1/2015	Previous Period Six Month Disposal Catch Up (7/1/14 through 12/31/14)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	One Time Six Month Disposal Catch Up (7/1/15 through 12/31/15)	**New Monthly Rate w/ Disposal Catchup eff 1/1/2016**
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
MSW - Haul Rate									
20 Yards - Includes 2 tons	$221.35	$1.11	$220.23	$0.43	$80.83	$1.80	$222.46	$0.98	$223.44
25 Yards - Includes 2.5 tons	$276.83	$1.39	$275.44	$0.54	$101.03	$2.25	$278.23	$1.22	$279.45
30 Yards - Includes 3 tons	$331.86	$1.67	$330.19	$0.64	$121.24	$2.70	$333.53	$1.47	$335.00
40 Yards - Includes 4 tons	$442.51	$2.23	$440.29	$0.86	$161.64	$3.60	$444.75	$1.96	$446.71
50 Yards - Includes 5 tons	$538.67	$2.78	$535.89	$1.04	$202.06	$4.50	$541.43	$2.45	$543.88
C&D - Haul Rate									
20 Yards - Includes 2 tons	$232.68	$0.00	$232.68	$0.45	$94.00	$2.09	$235.22	$1.14	$236.36
25 Yards - Includes 2.5 tons	$291.00	$0.00	$291.00	$0.57	$117.50	$2.62	$294.19	$1.42	$295.61
30 Yards - Includes 3 tons	$348.86	$0.00	$348.86	$0.68	$141.00	$3.14	$352.68	$1.71	$354.39
40 Yards - Includes 4 tons	$465.18	$0.00	$465.18	$0.91	$188.00	$4.19	$470.28	$2.28	$472.56
50 Yards - Includes 5 tons	$567.01	$0.00	$567.01	$1.11	$235.00	$5.23	$573.35	$2.85	$576.20
Green Waste - Haul Rate									
20 Yards - Includes 2 tons	$197.39	$0.00	$197.39	$0.38	$64.00	$1.42	$199.19	$0.77	$199.96
25 Yards - Includes 2.5 tons	$246.88	$0.00	$246.88	$0.48	$80.00	$1.78	$249.14	$0.97	$250.11
30 Yards - Includes 3 tons	$295.92	$0.00	$295.92	$0.58	$96.00	$2.14	$298.64	$1.16	$299.80
40 Yards - Includes 4 tons	$394.59	$0.00	$394.59	$0.77	$128.00	$2.85	$398.21	$1.55	$399.76
50 Yards - Includes 5 tons	$478.77	$0.00	$478.77	$0.93	$160.00	$3.56	$483.26	$1.94	$485.20
Clean Wood - Haul Rate									
20 Yards	$122.09	$0.00	$122.09	$0.24	$0.00	$0.00	$122.33	$0.00	$122.33
25 Yards	$152.76	$0.00	$152.76	$0.30	$0.00	$0.00	$153.06	$0.00	$153.06
30 Yards	$182.98	$0.00	$182.98	$0.36	$0.00	$0.00	$183.34	$0.00	$183.34
40 Yards	$244.00	$0.00	$244.00	$0.48	$0.00	$0.00	$244.48	$0.00	$244.48
50 Yards	$290.54	$0.00	$290.54	$0.57	$0.00	$0.00	$291.11	$0.00	$291.11
Old Corrugated Cardboard (OCC) - Haul Rate									
20 Yards	$122.09	$0.00	$122.09	$0.24	$0.00	$0.00	$122.33	$0.00	$122.33
25 Yards	$152.76	$0.00	$152.76	$0.30	$0.00	$0.00	$153.06	$0.00	$153.06
30 Yards	$182.98	$0.00	$182.98	$0.36	$0.00	$0.00	$183.34	$0.00	$183.34
40 Yards	$244.00	$0.00	$244.00	$0.48	$0.00	$0.00	$244.48	$0.00	$244.48
50 Yards	$290.54	$0.00	$290.54	$0.57	$0.00	$0.00	$291.11	$0.00	$291.11
Recycle - Haul Rate									
20 Yards	$122.09	$0.00	$122.09	$0.24	$0.00	$0.00	$122.33	$0.00	$122.33
25 Yards	$152.76	$0.00	$152.76	$0.30	$0.00	$0.00	$153.06	$0.00	$153.06
30 Yards	$182.98	$0.00	$182.98	$0.36	$0.00	$0.00	$183.34	$0.00	$183.34
40 Yards	$244.00	$0.00	$244.00	$0.48	$0.00	$0.00	$244.48	$0.00	$244.48
50 Yards	$290.54	$0.00	$290.54	$0.57	$0.00	$0.00	$291.11	$0.00	$291.11
Concrete / Dirt									
15 Yards - no included tonnage	$167.14	$0.83	$166.31	$0.32	$60.62	$1.35	$167.98	$0.73	$168.71

Compactor Rates									
Haul Rate - Per Yard - Includes tonnage	$19.68	$0.02	$19.66	$0.04	$1.63	$0.04	$19.73	$0.02	$19.75

Ancillary / Misc Fees									
State Mandated Fee - Per yard times 4.3 weeks/month	$0.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.25	$0.00	$0.25
Debris Box Roll-Top Fee Per Haul	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00	$25.00
Debris Box Fuel Surcharge*									

**The attached fuel Surcharge rate table will be applied to only the Debris Box line of business and will be calculated based on the cost of fuel on a monthly basis. This will be a line item on the customer's monthly bill.*

Note:

Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

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WASTE MANAGEMENT, INC.

Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Aug-15	238.316
Aug-14	237.852

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181	181.3	181.3	180.9	179.9	178.9	180.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185	184.5	184.3	184	183.3	184.6
2004	185.2	186.2	187.4	188	189.1	189.7	189.4	189.5	189.9	190.9	191	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.49	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.08	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
2009	211.143	212.193	212.709	213.24	213.856	215.693	215.351	215.834	215.969	216.177	216.33	215.949	214.537	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.23	225.672	224.939	223.598	226.28
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594	228.85	230.338
2013	230.28	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.9	238.343	238.25	237.852	238.031	237.433	236.151	234.812	236.736	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316						236.265	

Waste Management of Woodland
City of Woodland
Disposal Increase Calculations

7.3.2 Disposal Fee Adjustment. Subject to the provisions of Section 7.3.4 regarding the time for making such a request, the Service Rates Shall be increased following an increase in the Disposal Fees. The Disposal Fee increase will be submitted at the time of the annual rate adjustment. The increase is subject to the provisions of Section 7.3.5 regarding the effective date of such increases and compensatory mechanisms for Disposal Fee increases for time periods prior to the effective date. Such increases shall be equal to the amount derived by multiplying (A) the portion of the previous Service Rate representing Disposal Costs by (B) the percentage increase in the Disposal Fees, and reducing that product (but not below zero) by an amount equal to the CPI adjustment (or, if less, the change in the U.S.C.P.I. between the date of the most recent Disposal Fee increase and the most recent month for which the U.S.C.P.I. is available).

Yolo County Landfill - MSW Disposal Adjustment Calculation		
2015 Disposal Rate - 7/1/15	$42.72	A
2014 Disposal Rate - 7/1/14	$41.71	B
Inc (Dec) in Disposal Rate	$1.01	C=A-B
% Inc (Dec) in Disposal Rate	2.42%	D=C/B
2016 CPI %	0.20%	E
% Inc (Dec) in Disposal Rate Adjustment	2.23%	F=D-E

Yolo County Landfill - MSW Disposal	
Year	**Disposal Rate**
2015 Disposal Rate - 7/1/15	$42.72
2014 Disposal Rate - 7/1/14	$41.71
2013 Disposal Rate - 7/1/13	$40.58
2012 Disposal Rate - 7/1/12	$39.63
2011 Disposal Rate - 7/1/11	$38.78

Collection Fuel Surcharge Table

Effective Rates as of June 1, 2013

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 0.95	
$ 0.96	0.07
$ 0.97	0.14
$ 0.98	0.21
$ 0.99	0.28
$ 1.00	0.35
$ 1.01	0.41
$ 1.02	0.48
$ 1.03	0.55
$ 1.04	0.62
$ 1.05	0.69
$ 1.06	0.76
$ 1.07	0.83
$ 1.08	0.90
$ 1.09	0.97
$ 1.10	1.04
$ 1.11	1.10
$ 1.12	1.17
$ 1.13	1.24
$ 1.14	1.31
$ 1.15	1.38
$ 1.16	1.45
$ 1.17	1.52
$ 1.18	1.59
$ 1.19	1.66
$ 1.20	1.73
$ 1.21	1.79
$ 1.22	1.86
$ 1.23	1.93
$ 1.24	2.00
$ 1.25	2.07
$ 1.26	2.14
$ 1.27	2.21
$ 1.28	2.28
$ 1.29	2.35
$ 1.30	2.42
$ 1.31	2.48
$ 1.32	2.55
$ 1.33	2.62
$ 1.34	2.69
$ 1.35	2.76
$ 1.36	2.83
$ 1.37	2.90
$ 1.38	2.97

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 1.39	3.04
$ 1.40	3.11
$ 1.41	3.17
$ 1.42	3.24
$ 1.43	3.31
$ 1.44	3.38
$ 1.45	3.45
$ 1.46	3.52
$ 1.47	3.59
$ 1.48	3.66
$ 1.49	3.73
$ 1.50	3.80
$ 1.51	3.86
$ 1.52	3.93
$ 1.53	4.00
$ 1.54	4.07
$ 1.55	4.14
$ 1.56	4.21
$ 1.57	4.28
$ 1.58	4.35
$ 1.59	4.42
$ 1.60	4.49
$ 1.61	4.55
$ 1.62	4.62
$ 1.63	4.69
$ 1.64	4.76
$ 1.65	4.83
$ 1.66	4.90
$ 1.67	4.97
$ 1.68	5.04
$ 1.69	5.11
$ 1.70	5.18
$ 1.71	5.24
$ 1.72	5.31
$ 1.73	5.38
$ 1.74	5.45
$ 1.75	5.52
$ 1.76	5.59
$ 1.77	5.66
$ 1.78	5.73
$ 1.79	5.80
$ 1.80	5.87
$ 1.81	5.93
$ 1.82	6.00

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 1.83	6.07
$ 1.84	6.14
$ 1.85	6.21
$ 1.86	6.28
$ 1.87	6.35
$ 1.88	6.42
$ 1.89	6.49
$ 1.90	6.56
$ 1.91	6.62
$ 1.92	6.69
$ 1.93	6.76
$ 1.94	6.83
$ 1.95	6.90
$ 1.96	6.97
$ 1.97	7.04
$ 1.98	7.11
$ 1.99	7.18
$ 2.00	7.25
$ 2.01	7.31
$ 2.02	7.38
$ 2.03	7.45
$ 2.04	7.52
$ 2.05	7.59
$ 2.06	7.66
$ 2.07	7.73
$ 2.08	7.80
$ 2.09	7.87
$ 2.10	7.94
$ 2.11	8.00
$ 2.12	8.07
$ 2.13	8.14
$ 2.14	8.21
$ 2.15	8.28
$ 2.16	8.35
$ 2.17	8.42
$ 2.18	8.49
$ 2.19	8.56
$ 2.20	8.63
$ 2.21	8.69
$ 2.22	8.76
$ 2.23	8.83
$ 2.24	8.90
$ 2.25	8.97
$ 2.26	9.04

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 2.27	9.11
$ 2.28	9.18
$ 2.29	9.25
$ 2.30	9.32
$ 2.31	9.38
$ 2.32	9.45
$ 2.33	9.52
$ 2.34	9.59
$ 2.35	9.66
$ 2.36	9.73
$ 2.37	9.80
$ 2.38	9.87
$ 2.39	9.94
$ 2.40	10.01
$ 2.41	10.07
$ 2.42	10.14
$ 2.43	10.21
$ 2.44	10.28
$ 2.45	10.35
$ 2.46	10.42
$ 2.47	10.49
$ 2.48	10.56
$ 2.49	10.63
$ 2.50	10.70
$ 2.51	10.76
$ 2.52	10.83
$ 2.53	10.90
$ 2.54	10.97
$ 2.55	11.04
$ 2.56	11.11
$ 2.57	11.18
$ 2.58	11.25
$ 2.59	11.32
$ 2.60	11.39
$ 2.61	11.45
$ 2.62	11.52
$ 2.63	11.59
$ 2.64	11.66
$ 2.65	11.73
$ 2.66	11.80
$ 2.67	11.87
$ 2.68	11.94
$ 2.69	12.01
$ 2.70	12.08

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 2.71	12.14
$ 2.72	12.21
$ 2.73	12.28
$ 2.74	12.35
$ 2.75	12.42
$ 2.76	12.49
$ 2.77	12.56
$ 2.78	12.63
$ 2.79	12.70
$ 2.80	12.77
$ 2.81	12.83
$ 2.82	12.90
$ 2.83	12.97
$ 2.84	13.04
$ 2.85	13.11
$ 2.86	13.18
$ 2.87	13.25
$ 2.88	13.32
$ 2.89	13.39
$ 2.90	13.46
$ 2.91	13.52
$ 2.92	13.59
$ 2.93	13.66
$ 2.94	13.73
$ 2.95	13.80
$ 2.96	13.87
$ 2.97	13.94
$ 2.98	14.01
$ 2.99	14.08
$ 3.00	14.15
$ 3.01	14.21
$ 3.02	14.28
$ 3.03	14.35
$ 3.04	14.42
$ 3.05	14.49
$ 3.06	14.56
$ 3.07	14.63
$ 3.08	14.70
$ 3.09	14.77
$ 3.10	14.84
$ 3.11	14.90
$ 3.12	14.97
$ 3.13	15.04
$ 3.14	15.11

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 3.15	15.18
$ 3.16	15.25
$ 3.17	15.32
$ 3.18	15.39
$ 3.19	15.46
$ 3.20	15.53
$ 3.21	15.59
$ 3.22	15.66
$ 3.23	15.73
$ 3.24	15.80
$ 3.25	15.87
$ 3.26	15.94
$ 3.27	16.01
$ 3.28	16.08
$ 3.29	16.15
$ 3.30	16.22
$ 3.31	16.28
$ 3.32	16.35
$ 3.33	16.42
$ 3.34	16.49
$ 3.35	16.56
$ 3.36	16.63
$ 3.37	16.70
$ 3.38	16.77
$ 3.39	16.84
$ 3.40	16.91
$ 3.41	16.97
$ 3.42	17.04
$ 3.43	17.11
$ 3.44	17.18
$ 3.45	17.25
$ 3.46	17.32
$ 3.47	17.39
$ 3.48	17.46
$ 3.49	17.53
$ 3.50	17.60
$ 3.51	17.66
$ 3.52	17.73
$ 3.53	17.80
$ 3.54	17.87
$ 3.55	17.94
$ 3.56	18.01
$ 3.57	18.08
$ 3.58	18.15

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 3.59	18.22
$ 3.60	18.29
$ 3.61	18.35
$ 3.62	18.42
$ 3.63	18.49
$ 3.64	18.56
$ 3.65	18.63
$ 3.66	18.70
$ 3.67	18.77
$ 3.68	18.84
$ 3.69	18.91
$ 3.70	18.98
$ 3.71	19.04
$ 3.72	19.11
$ 3.73	19.18
$ 3.74	19.25
$ 3.75	19.32
$ 3.76	19.39
$ 3.77	19.46
$ 3.78	19.53
$ 3.79	19.60
$ 3.80	19.67
$ 3.81	19.73
$ 3.82	19.80
$ 3.83	19.87
$ 3.84	19.94
$ 3.85	20.01
$ 3.86	20.08
$ 3.87	20.15
$ 3.88	20.22
$ 3.89	20.29
$ 3.90	20.36
$ 3.91	20.42
$ 3.92	20.49
$ 3.93	20.56
$ 3.94	20.63
$ 3.95	20.70
$ 3.96	20.77
$ 3.97	20.84
$ 3.98	20.91
$ 3.99	20.98
$ 4.00	21.05

Collection Fuel Surcharge Table

Effective Rates as of June 1, 2013

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 4.01	21.11
$ 4.02	21.18
$ 4.03	21.25
$ 4.04	21.32
$ 4.05	21.39
$ 4.06	21.46
$ 4.07	21.53
$ 4.08	21.60
$ 4.09	21.67
$ 4.10	21.74
$ 4.11	21.80
$ 4.12	21.87
$ 4.13	21.94
$ 4.14	22.01
$ 4.15	22.08
$ 4.16	22.15
$ 4.17	22.22
$ 4.18	22.29
$ 4.19	22.36
$ 4.20	22.43
$ 4.21	22.49
$ 4.22	22.56
$ 4.23	22.63
$ 4.24	22.70
$ 4.25	22.77
$ 4.26	22.84
$ 4.27	22.91
$ 4.28	22.98
$ 4.29	23.05
$ 4.30	23.12
$ 4.31	23.18
$ 4.32	23.25
$ 4.33	23.32
$ 4.34	23.39
$ 4.35	23.46
$ 4.36	23.53
$ 4.37	23.60
$ 4.38	23.67
$ 4.39	23.74
$ 4.40	23.81
$ 4.41	23.87
$ 4.42	23.94
$ 4.43	24.01

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 4.44	24.08
$ 4.45	24.15
$ 4.46	24.22
$ 4.47	24.29
$ 4.48	24.36
$ 4.49	24.43
$ 4.50	24.50
$ 4.51	24.56
$ 4.52	24.63
$ 4.53	24.70
$ 4.54	24.77
$ 4.55	24.84
$ 4.56	24.91
$ 4.57	24.98
$ 4.58	25.05
$ 4.59	25.12
$ 4.60	25.19
$ 4.61	25.25
$ 4.62	25.32
$ 4.63	25.39
$ 4.64	25.46
$ 4.65	25.53
$ 4.66	25.60
$ 4.67	25.67
$ 4.68	25.74
$ 4.69	25.81
$ 4.70	25.88
$ 4.71	25.94
$ 4.72	26.01
$ 4.73	26.08
$ 4.74	26.15
$ 4.75	26.22
$ 4.76	26.29
$ 4.77	26.36
$ 4.78	26.43
$ 4.79	26.50
$ 4.80	26.57
$ 4.81	26.63
$ 4.82	26.70
$ 4.83	26.77
$ 4.84	26.84
$ 4.85	26.91
$ 4.86	26.98

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 4.87	27.05
$ 4.88	27.12
$ 4.89	27.19
$ 4.90	27.26
$ 4.91	27.32
$ 4.92	27.39
$ 4.93	27.46
$ 4.94	27.53
$ 4.95	27.60
$ 4.96	27.67
$ 4.97	27.74
$ 4.98	27.81
$ 4.99	27.88
$ 5.00	27.95
$ 5.01	28.01
$ 5.02	28.08
$ 5.03	28.15
$ 5.04	28.22
$ 5.05	28.29
$ 5.06	28.36
$ 5.07	28.43
$ 5.08	28.50
$ 5.09	28.57
$ 5.10	28.64
$ 5.11	28.70
$ 5.12	28.77
$ 5.13	28.84
$ 5.14	28.91
$ 5.15	28.98
$ 5.16	29.05
$ 5.17	29.12
$ 5.18	29.19
$ 5.19	29.26
$ 5.20	29.33
$ 5.21	29.39
$ 5.22	29.46
$ 5.23	29.53
$ 5.24	29.60
$ 5.25	29.67
$ 5.26	29.74
$ 5.27	29.81
$ 5.28	29.88
$ 5.29	29.95

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 5.30	30.02
$ 5.31	30.08
$ 5.32	30.15
$ 5.33	30.22
$ 5.34	30.29
$ 5.35	30.36
$ 5.36	30.43
$ 5.37	30.50
$ 5.38	30.57
$ 5.39	30.64
$ 5.40	30.71
$ 5.41	30.77
$ 5.42	30.84
$ 5.43	30.91
$ 5.44	30.98
$ 5.45	31.05
$ 5.46	31.12
$ 5.47	31.19
$ 5.48	31.26
$ 5.49	31.33
$ 5.50	31.40
$ 5.51	31.46
$ 5.52	31.53
$ 5.53	31.60
$ 5.54	31.67
$ 5.55	31.74
$ 5.56	31.81
$ 5.57	31.88
$ 5.58	31.95
$ 5.59	32.02
$ 5.60	32.09
$ 5.61	32.15
$ 5.62	32.22
$ 5.63	32.29
$ 5.64	32.36
$ 5.65	32.43
$ 5.66	32.50
$ 5.67	32.57
$ 5.68	32.64
$ 5.69	32.71
$ 5.70	32.78
$ 5.71	32.84
$ 5.72	32.91

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 5.73	32.98
$ 5.74	33.05
$ 5.75	33.12
$ 5.76	33.19
$ 5.77	33.26
$ 5.78	33.33
$ 5.79	33.40
$ 5.80	33.47
$ 5.81	33.53
$ 5.82	33.60
$ 5.83	33.67
$ 5.84	33.74
$ 5.85	33.81
$ 5.86	33.88
$ 5.87	33.95
$ 5.88	34.02
$ 5.89	34.09
$ 5.90	34.16
$ 5.91	34.22
$ 5.92	34.29
$ 5.93	34.36
$ 5.94	34.43
$ 5.95	34.50
$ 5.96	34.57
$ 5.97	34.64
$ 5.98	34.71
$ 5.99	34.78
$ 6.00	34.85
$ 6.01	34.91
$ 6.02	34.98
$ 6.03	35.05
$ 6.04	35.12
$ 6.05	35.19
$ 6.06	35.26
$ 6.07	35.33
$ 6.08	35.40
$ 6.09	35.47
$ 6.10	35.54
$ 6.11	35.60
$ 6.12	35.67
$ 6.13	35.74
$ 6.14	35.81
$ 6.15	35.88

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 6.16	35.95
$ 6.17	36.02
$ 6.18	36.09
$ 6.19	36.16
$ 6.20	36.23
$ 6.21	36.29
$ 6.22	36.36
$ 6.23	36.43
$ 6.24	36.50
$ 6.25	36.57
$ 6.26	36.64
$ 6.27	36.71
$ 6.28	36.78
$ 6.29	36.85
$ 6.30	36.92
$ 6.31	36.98
$ 6.32	37.05
$ 6.33	37.12
$ 6.34	37.19
$ 6.35	37.26
$ 6.36	37.33
$ 6.37	37.40
$ 6.38	37.47
$ 6.39	37.54
$ 6.40	37.61
$ 6.41	37.67
$ 6.42	37.74
$ 6.43	37.81
$ 6.44	37.88
$ 6.45	37.95
$ 6.46	38.02
$ 6.47	38.09
$ 6.48	38.16
$ 6.49	38.23
$ 6.50	38.30
$ 6.51	38.36
$ 6.52	38.43
$ 6.53	38.50
$ 6.54	38.57
$ 6.55	38.64
$ 6.56	38.71
$ 6.57	38.78
$ 6.58	38.85

DOE avg. at Least ($/gallon)	WM Surcharge %
$ 6.59	38.92
$ 6.60	38.99
$ 6.61	39.05
$ 6.62	39.12
$ 6.63	39.19
$ 6.64	39.26
$ 6.65	39.33
$ 6.66	39.40
$ 6.67	39.47
$ 6.68	39.54
$ 6.69	39.61
$ 6.70	39.68
$ 6.71	39.74
$ 6.72	39.81
$ 6.73	39.88
$ 6.74	39.95
$ 6.75	40.02
$ 6.76	40.09
$ 6.77	40.16
$ 6.78	40.23
$ 6.79	40.30
$ 6.80	40.37
$ 6.81	40.43
$ 6.82	40.50
$ 6.83	40.57
$ 6.84	40.64
$ 6.85	40.71
$ 6.86	40.78
$ 6.87	40.85
$ 6.88	40.92
$ 6.89	40.99
$ 6.90	41.06
$ 6.91	41.12
$ 6.92	41.19
$ 6.93	41.26
$ 6.94	41.33
$ 6.95	41.40
$ 6.96	41.47
$ 6.97	41.54
$ 6.98	41.61
$ 6.99	41.68
$ 7.00	41.75

Legislation Text

5.

File #: 16-212, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015
SUBJECT: Second Amendment to the Waste Management Franchise Agreement

Recommendation for Action: Staff recommends that the City Council approve the second amendment to the July 1, 2011 franchise agreement with Waste Management.

Staff Contact

Roberta Childers, Environmental Resource Analyst
661-2060, roberta.childers@cityofwoodland.org

Fiscal Impact

Any fiscal impact of the recommended action would be negligible.

Background

The City extended its franchise agreement with Waste Management for the provision of solid waste, recyclables, and green waste collection and street sweeping services effective July 1, 2011. Pursuant to Section 17 of the agreement, all amendments must be in a written agreement that is duly authorized and executed by both parties. The City and Waste Management approved a first amendment to the franchise agreement, effective December 18, 2013.

Discussion

Waste Management has requested that certain standard fees be clarified in provisions of the franchise agreement or added to the customer rate tables. The second amendment to the franchise agreement would accomplish this by:

- Adding clarifying language in the franchise agreement regarding the circumstances under which a residential cart replacement fee may be charged and specifying the amount of late payment charges; and

- Adding fees to the standard rate tables for the following:
    - Bad/returned checks;
    - Overloading of commercial bins ("excess yardage");
    - Reactivation of commercial accounts that have been discontinued, in accordance with terms of the franchise agreement, because of non-payment;
    - Redelivery of commercial containers that have been removed because of non-payment and discontinuation of service;

- Exchange of a commercial container more frequently than once in 4 years as a result of customer -caused damage to the container;
- Less than 24-hour notice of cancellation of debris bin (roll-off container) collection; and
- Keeping debris bins and temporary commercial containers longer than 14 days.

Staff evaluated the fee amounts and justifications with Waste Management and determined that they are reasonable.

Commission/Committee Recommendation

Staff reviewed the proposed fees with the Solid Waste subcommittee of the City Council Sustainability Committee. No issues of concern were raised.

Conclusion

Staff recommends that the City Council approve the second amendment to the July 1, 2011 franchise agreement with Waste Management.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: Resolution
Second Amendment to Franchise Agreement for Solid Waste, Recyclables, Green Waste, and Street Sweeping Services

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE SECOND AMENDMENT TO THE FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLABLES, GREEN WASTE, AND STREET SWEEPING SERVICES

WHEREAS, the City of Woodland ("City") and USA Waste of California, Inc. dba Waste Management of Woodland ("Company"), are parties to the Amended and Restated Agreement between the City of Woodland and USA Waste of California, Inc., dba Waste Management of Woodland, for Solid Waste Recyclables, Green Waste, and Street Sweeping Services, dated July 1, 2011 ("Agreement"); and

WHEREAS, City and Company amended the Agreement on December 18, 2013; and

WHEREAS, City and Company desire to further amend the Agreement to clarify and implement certain customer fees; and

WHEREAS, the City Council wishes to approve the second amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the City Council hereby approves and authorizes the City Manager to execute the Second Amendment to Amended and Restated Agreement for Solid Waste, Recyclables, Green Waste, and Street Sweeping Services.

PASSED AND ADOPTED this 17th day of November 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara Ueda, City Attorney

ATTEST:

____
Ana B. Gonzalez, City Clerk

SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, RECYCLABLES, GREEN WASTE, AND STREET SWEEPING SERVICES

THIS SECOND AMENDMENT (the "Second Amendment") is entered into as of _________, 2015 ("Effective Date") by and between the City of Woodland ("City") and USA Waste of California, Inc. ("Company").

RECITALS

A. City and Company are parties to that certain Agreement between the City of Woodland and USA Waste of California, Inc., dba Waste Management of Woodland, for Solid Waste, Recyclables, Green Waste, and Street Sweeping Services dated July 1, 2011 (the "Agreement").

B. Pursuant to Section 17 of the Agreement, all amendments to the Agreement must be in a written agreement that is duly authorized and executed by both parties.

C. City and Company amended the Agreement on December 18, 2013 to (i) include a new rate for roll-top Debris Boxes, (ii) provide that commercial customers may utilize up to four (4) Carts for curbside placement of recyclables for the same price as bin recycling, and (iii) revise the descriptions of the Low Income Discount Program ("First Amendment").

D. City and Company desire to further amend the Agreement to implement and modify certain customer fees.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Section 4.2.7 of the Agreement is hereby replaced by the following (changes indicated in double underline and ~~strikethrough~~):

> 4.2.7 Residential Cart Replacement. The Company, without expense to the City or the Customer, and within seventy-two (72) hours after notice, shall provide one replacement Cart every four (4) years for ~~of~~ lost or stolen Carts, shall provide one replacement Cart per year for graffiti-"tagged" Carts, and shall replace Carts damaged due to normal wear and tear within the time frame of one Collection cycle. The Company shall maintain records of lost, stolen, damaged and graffiti-"tagged" Carts by specific address. The Company may charge for additional replacement Carts based on the actual cost of the Carts and their delivery, including replacement Carts that are needed as a result of circumstances other than as described above (e.g., customer damage to Carts other than normal wear and tear).

2. Pursuant to Section 7.1.1 of the Agreement, City agrees that Company may charge Residential Customers a late charge of 2.5% per month or a minimum late charge of $5.00, whichever is greater.

3. Section 7.1.2 of the Agreement is hereby replaced by the following (changes indicated in double underline and ~~strikethrough~~):

7.1.2 Commercial. Commercial Customers shall be billed monthly in advance. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter, the bill shall be considered delinquent, and the Company may charge interest not to exceed the maximum interest rate allowed by law (2.5% late charge or a minimum late charge of $5.00, whichever is greater) for such time as the bill remains unpaid after the due date. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may terminate service to that Customer. Prior to and after doing so, the Company shall notify the City in writing.

4. Section 7.1.3 of the Agreement is hereby replaced by the following (changes indicated in double underline and ~~strikethrough~~):

7.1.3 Debris Box Service. Customers shall be billed in arrears. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter, the bill shall be considered delinquent, and the Company may charge interest not to exceed the maximum interest rate allowed by law (2.5% late charge or a minimum late charge of $5.00, whichever is greater) for such time as the bill remains unpaid after the due date. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may terminate service to that Customer. Prior to and after doing so, the Company shall notify the City in writing. In addition, the Company may impose a fuel surcharge for Debris Box Service, as set forth in ATTACHMENT 2.

5. ATTACHMENT 2 is supplemented to include the following fees. These fees may be charged to Customers commencing on the Effective Date and may be adjusted in future years pursuant to Section 7 of the Agreement:

Bad /Returned Check Fee (All Customers)	$30.00
Excess Yardage / Snapshot Fee (Commercial Customers)[1]	$50.00
Trip Charge[2]	$99.00

[1] Excess Yardage/Snapshot Fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

Inactivity Fee[3]	$11.26 per day up to $168.91 per month
Reactivation Fee (Commercial Customers)[4]	$35.00
Container Exchange Fee (Commercial Customers)[5]	$150.00
Delivery Fee (Commercial Customers)[6]	$150.00

6. Full Force and Effect. Except as otherwise provided in this Second Amendment, all other terms and provisions of the Agreement as amended by the First Amendment shall remain in full force and effect.

[3] The Inactivity Fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional $11.26 per day. The maximum fee per month is $168.91.

[4] The Reactivation Fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non- payment

[5] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[6] The Delivery Fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

IN WITNESS WHEREOF, this Second Amendment is effective as of the Effective Date.

CITY OF WOODLAND

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

APPROVED AS TO FORM:

____
City Attorney

USA WASTE OF CALIFORNIA, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

File #: 16-213, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Approve Contract Amendment with Brown and Caldwell to provide Construction Management and Inspection Services Contract for Water Pollution Control Facility Aeration System Retrofit (CIP 12-02)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ______ authorizing the City Manager to execute contract amendment #2 for construction management and inspection services for the Water Pollution Control Facility Aeration System Retrofit (CIP 12-02) project with Brown and Caldwell for an additional amount not to exceed $265,200.

Staff Contact

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

Fiscal Impact

The contract amendment with Brown and Caldwell is for an amount not to exceed $265,200, an increase of approximately 23% to the initial contract amount of $1,149,700. With the requested increase, the construction management and inspection contract would be revised to a total amount not to exceed $1,414,900. The Water Pollution Control Facility Aeration System Retrofit project (CIP 12-02) is included in the approved Capital Improvement Program budget (from the Sewer Enterprise Fund) in the amount of $20,494,000. This project is funded through the State Revolving Loan program.

There is no impact to the General Fund.

Background

The City of Woodland's Water Pollution Control Facility has a rated NPDES permit capacity of 10.4 mgd and utilizes oxidation ditches with brush rotor aerators to meet effluent ammonia requirements. Plant data and modeling determined the actual capacity of the secondary process is 7 mgd due to insufficient aeration. To address this issue, a retrofit was designed by Carollo Engineering to replace the existing aeration brushes with more energy efficient fine bubble diffusers and high-speed turbo blowers, and to convert the ditches to modified Ludzack-Ettinger (MLE) process. The modified process requires adding selector zones, baffling, and mixers. Implementing the modifications will improve secondary process performance and settleability.

Brown and Caldwell was contracted by the City through a Request For Qualification (RFQ) process to provide construction management and inspection services for the project. Brown and Caldwell's work also included design peer review services. A no cost change order (contract amendment #1) for the project was issued on

February 26, 2013 for scope changes related to the peer review services.

Discussion

Brown and Caldwell's original contract anticipated a construction duration of 80 weeks from the Notice to Proceed to the contractor. This contract was signed in advance of the project design phase as it included peer review services of the project design. The final project design that was bid and awarded included a 104 week construction duration. Over the course of the construction, two additional weeks have been approved, resulting in a total anticipated construction duration of 106 weeks. Based on the latest schedule from the project contractor, Western Water Constructors, the expected completion date is in August 2016, within the approved construction duration. The contract amendment is primarily due to the increased duration of the construction schedule over what was estimated in the original contract.

Conclusion

Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute contract amendment #2 for construction management and inspection services for the Water Pollution Control Facility Aeration System Retrofit (CIP 12-02) project with Brown and Caldwell for an additional amount not to exceed $265,200.

Prepared by: Chris Fong, Senior Associate Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution
Attachment B - 2nd Contract Amendment

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #2 WITH BROWN AND CALDWELL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

WHEREAS, the City of Woodland wishes to enter into a contract amendment with Brown and Caldwell; and

WHEREAS, the City of Woodland signed an agreement with Brown and Caldwell on March 22, 2012 to provide Construction Management and Inspection Services for Water Pollution Control Facility Aeration Retrofit (CIP 12-02); and

WHEREAS, the City of Woodland approved a no cost Change Order #1 with Brown and Caldwell on February 26, 2013; and

WHEREAS, the City Council wishes to approve a contract amendment to provide additional Construction Management and Inspection Services no to exceed $265,200 and authorizes its execution through adoption of this Resolution. The existing contract amount of $1,149,700 is increased to $1,414,900 through adoption of this resolution.

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

Section 1. The City Council hereby approves the contract amendment for an amount not to exceed $265,200. The City Manager is hereby authorized and directed to execute the contract amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. A copy of the Agreement is attached 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

ARTICLE 1. PARTIES AND DATE

This Second Amendment to the Professional Services Agreement ("First Amendment") dated as of the _____ day of _________________, 2015_ is entered into by and between the City of Woodland ("City") and Brown and Caldwell, a California Corporation ("Consultant").

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated March 22, 2012 ("Agreement"), whereby Consultant agreed to **provide design review, value engineering and construction management for the Aeration Retrofit project CIP # 12-02.**

2.2 City and Consultant now desire to amend the Agreement to include **additional compensation in accordance with the Consultant's proposal dated October 21, 2015 attached hereto. The total compensation for the Second Amendment shall not exceed Two Hundred Sixty-Five Thousand Two Hundred Dollars ($265,200).**

ARTICLE 3. TERMS

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

City Of Woodland

By: ____________________________
Paul Navazio
City Manager

Brown and Caldwell

By: ____________________________
Dave Zuber
Vice President

ATTEST:

____
Ana B. Gonzalez, City Clerk

CONSULTANT PROPOSAL FOR ADDITIONAL WORK

Brown and Caldwell proposal submitted on October 21, 2015

The construction of the secondary improvements for the WPCF continues to progress well. The most recent schedule for completion submitted by the contractor, Western Water, exceeds the duration in our original construction management contract scope of services by approximately 6 months. We originally budgeted our construction management services through Mid-February of 2016. The current schedule update from Western Water shows an August 1, 2016 punchlist completion date and a September 5, 2016 final completion date. Brown and Caldwell's Construction Management (CM) services will be needed through the end of project completion, which includes time extensions granted to the Contractor equaling 14 days due to weather. A comparison of our contract schedule with the current construction CPM Schedule Update is shown in Table 1.

Table 1. Schedule Comparison

Western Water Constructors	Brown and Caldwell
Western Water NTP – 8/4//2014	BC Field CM Services Start- 9/1/2014
Western Water expected completion – 8/15/2015	BC Field CM Services End of Authorization – 2/15/2016

Figure A-1 in our contract with the City shows a total construction duration of 80 weeks from the notice to proceed to the contractor. Using the actual notice to proceed date of August 4, 2014, this would correspond to a completion date of February 15, 2016. Not including pre-construction, EADOC, or close-out costs, our contract works out to an average cost of $10,200 per week for the originally schedule 80 week duration. An August 15, 2016 completion date would correspond to an additional 26 weeks of CM services.

We request authorization for an additional budget of $265,200 to cover the extra work through the scheduled end of CM services for the project. Our costs will continue to be billed on a time and materials basis, and we will continue to pursue means for reducing our costs on the project going forward. Please also note that our services will continue for approximately 40 days beyond the August 15, 2016 completion date, but that those costs for close-out are already covered by our current authorization.

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

7.

File #: 16-224, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Adopt New Job Classification of Water Systems Administrator in the Mid Management Professional Association (MMPA) and Approve the Salary Range of 141

Recommendation for Action: Staff recommends that the City Council adopt the new job classification of Water Systems Administrator (Range 141) and approve the position being placed in Mid Management Professional Association (MMPA).

Staff Contact

Sheila McShane, Human Resources Manager, 530 661 5807, Sheila.mcshane@cityofwoodland.org

Report in Brief

City staff has evaluated the Water Departments job description and has determined the need for a higher level position, Water System Administrator. This position has a requirement of a Water Distribution Operator Grade 5 (D-5) certification. The new job description recognizes that the City will become a D-5 facility once the Recycle Water Project is completed. This project is estimated to be completed by May 2016 and the need for highly skilled Water Distribution Operator who has the proper certifications and experience is critical to its success.

Discussion

The adoption of the new job classification will allow the City to continue to develop their Water Distribution Program. This new position will plan, direct, and supervise the all operations of the water program including pumping, storage, transmission, purification, treatment, and distribution of City water. Be responsible for all ASR wells, recycle water infrastructure, and act in a lead capacity representing the City's interests in other water operations such as the Woodland-Davis Clean Water Agency.

Additionally the new position will allow us to attract and retain highly skilled employees with the proper certificates. The City's Personnel Rules allow the City to recruit and/or place candidates in the place successful candidates in positions based on their current salaries. We ask for the same flexibility for this position in assigning the appropriate step based on job requirements for internal candidates.

This position is part of the Mid Management Professional Association (MMPA) and MMPA has approved the Salary range (Range 141) and the job description.

Conclusion

Staff recommends that the City Council adopt the new job classification of Water Systems Administrator (Range 141) and approve the position being placed in Mid Management Professional Association (MMPA).

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio, City Manager

Attachment: Revised Job Description Water Systems Administrator

City of Woodland

WATER SYSTEMS ADMINISTRATOR

DEFINITION
To plan, direct, and supervise the Water Systems Operations; including pumping, storage, transmission, purification, treatment, and distribution of City water. Be responsible for all ASR wells, recycle water infrastructure, and act in a lead capacity representing the City's interests in other water operations such as the Woodland-Davis Clean Water Agency.

SUPERVISION RECEIVED AND EXERCISED
General direction is provided by the Public Works Director or designee. Responsibilities include direct and indirect supervision of assigned staff.

EXAMPLE OF DUTIES – The following are typical illustrations of duties encompassed by the job class (not an all-inclusive or limiting list):

- Plan, prioritize, assign, supervise and review the work of staff responsible for the pumping, storage, transmission, purification, and distribution of City water; oversee the operation of City water treatment facilities, pump stations and pipe lines.
- Directs water distribution operations to provide water supply to customers in accordance with City, State, and Federal standards, direct operations to provide treated recycled water to customers in accordance with City and State regulations.
- Ensure the proper management, operation, maintenance and repair of all City water systems.
- Develop and implement goals, objectives, policies, procedures, schedules, and work standards for the various operating workgroups within the Water Division.
- Participate in budget preparation and administration: prepare cost estimates for budget recommendations and submit justification for needed supplies, materials, equipment, repairs and new construction; monitor and control expenditures for all assigned Work Groups and areas of responsibilities.
- Develop and manage training programs for personnel in order to achieve continuity within the Division.
- Responsible for all applicable reports to the various governing boards to ensure continued compliance with State and Federal regulations.
- Respond to complaints and inquiries from citizens' regarding water quality.
- Participate in professional groups and committees and the general public regarding water, recycled water, surface water, ASR Wells, etc.
- Review and check plans for accuracy and conformance with City standards, codes, ordinances and Departmental requirements as they relate to areas of assigned responsibility.

- Work with various Divisions, Departments, and/or contractors on all water issues. This includes administrative coordination and oversight in the planning, design, construction and repair of water lines, and other public works; utilizing various field and office crews as assigned.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present in order to supervise and communicate essential information to other employees, as well as to satisfy shifting public service needs and business concerns.

OTHER JOB FUNCTIONS

- Work with other Divisions/Departments on the selection and management of consultant contracts.
- Review and check plans for accuracy and conformance with City standards, codes, ordinances and Division/Departmental requirements as they relate to areas of assigned responsibility.
- Participate in the review of projects pre- and under construction; coordinate the activities of field and facility staff; resolve complaints and problems in the field between the assigned staff, contractors, the public, and/or other stakeholders.
- Manage and oversee documentation entered into the City's project and program databases and infrastructure management systems.
- Ensure timely and effective coordination between Engineering and Operations and Maintenance personnel.
- Represent the City in support of State and Federal funding programs. Assist with the process of obtaining grant funding for projects.
- Maintain cooperative working relationship with others; both internal and external to the City. Interpret and apply relevant codes, ordinances, rules, and regulations.
- Manage development of infrastructure master plans and system maintenance.
- Prepare, write, and present general correspondence, technical reports, statistical reports and Council Communications.
- Participate in the selection, supervision, training, and evaluations of assigned staff.

QUALIFICATIONS

Knowledge of:

- Methods and techniques of budget preparation and control.
- Principles and practices necessary in operation and maintenance of a California Department of Public Health designated D-5 community water system.
- Principles and practices of supervision, training, and performance evaluation.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Oversee all State required sampling and reporting requirements including the required response(s) associated with water system contamination/permit violations.
- Operation, use and applications of computer systems and related software.
- Safety principles, practices, and procedures; and work safety and accident prevention programs as related to water system facilities.
- Budget development and expenditure control, including development of capital improvement plans.

- SCADA control systems and the data management needed for compliance with local, State and Federal regulations.
- State and Federal water rules and regulations governing the treatment and distribution of potable and recycled water, and related programs.
- Safety programs related to water facilities and the effective use, handling and disposal of hazardous chemicals associated with water treatment.
- Contract administration.
- Working knowledge of a Supervisory Control and Data Acquisition (SCADA) system.

Skill to:

- Plan, coordinate, manage and prioritize a variety of public works operations, maintenance, repairs, and replacement projects.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Communicate effectively, both orally and in writing.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

- Effectively train assigned staff in technical procedures, techniques, and related skills.
- Supervise and operate a California Department of Public Health Designated D-5 Community water system. Develop, maintain, and implement administrative rules, procedures, and budgets.
- Write clear and concise reports and correspondence.
- Develop and implement long-range programs and goals for the improvement of operations and facilities.
- Establish and maintain effective working relations with subordinates, contractors, regulatory agency personnel, the public, City staff, and others encountered in the course of assigned duties.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties for this position.
- Work independently and make appropriate decisions.

Experience and Training:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Associate’s Degree from an accredited college or university with major coursework in engineering, construction management, business, or public administration or a closely related field. Or, two years of operating a D-5 water system in a supervisory, chief or senior role. Supplemented by appropriate college classes
- A Bachelor’s degree is highly desirable.

Experience:

- Four years of verifiable increasingly responsible and varied water programs experience including significant supervisory/management responsibilities.
- Treatment facility experience highly desirable.

License or Certificate:

- Possession of a valid California Driver's License.
- Possession of a current Grade-5 Distribution Operator Certificate issued by the California State Water Resources Control Board.
- Possession of a current Grade-2 Water Treatment Plant Operator Certificate issued by the California State Water Resources Control Board.

ADA COMPLIANCE

- **Physical Ability:** Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.
- **Heavy Work:** Exerting in excess of 50 pounds of force occasionally, and/or in excess of 25 pounds of force frequently.

Other Requirements:

- **Sensory Requirements:** Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.
- **Environmental Factors:** May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Legislation Text

8.

File #: 16-227, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Adopt the Resolution to Approve the Memorandum of Understanding with the Woodland Police Supervisors Association

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Memorandum of Understanding (MOU) with the Woodland Police Supervisors Association (WPSEA) as described herein.

Staff Contact

Sheila McShane, Human Resources Manager, 530 661 5807, Sheila.mcshane@cityofwoodland.org

Fiscal Impact

The impact of implementing the recommendation in this staff report is expected to result in a minor cost ($3,565), to be covered from existing Police Department budgeted funds. However, this modest cost increase is expected to be largely offset by reductions in liabilities from leave accruals that would be reduced under the terms of this contract modification.

Background

The current Memorandum of Understanding between the City and the Woodland Police Supervisors Association (WPSEA) expired on June 30, 2012, however this unit has had several side letters extending the Memorandum of Understanding (MOU) until July 2017. This Unit agreed to several modifications which delayed COLA's, increased medical contributions, increase Cost share of PERS and required the City to prepare a successor MOU to incorporate all the changes in the various side letters. In addition, two job classifications (Crime Intelligence Analyst and Police Records Supervisor) had requested a change in Unit Representation. The prior Unit, Mid Management Professional Association (MMPA) agreed to moving these two job classes from their Unit to the WPSEA Unit.

Discussion

The City and the WPSEA have met several times to ensure that all side letters were incorporated into the new MOU as well as the addition of two non-sworn classes into the Unit. The goal was to provide terms and conditions that were similar across the bargaining unit for both sworn and non-sworn employees at a minimal cost to both the affected employees and the City. As well as incorporating all the side letters into a current

MOU.

The financial impact to the Unit is minimal and the Department will absorb the additional cost resulting from this change. The additional cost is approximately 1%. This increase is offset as the Department will see a reduction in soft costs such as the deletion of Administrative Leave and smaller Vacation accruals. Employees will see a reduction in the amount of leave granted, however, employees will see a minimal increase in take home pay. In addition to receiving less Leave (Administrative Leave and Vacation) employees will pay a 14% towards Pension (14% vs 16%), and will no longer be eligible for a City match 457 Contribution (up to 2%).

Conclusion

Staff recommends that the City Council Adopt Resolution No. _____, approving the Memorandum of Understanding (MOU) with the Woodland Police Supervisors Association (WPSEA) as described herein.

Prepared by: Sheila McShane
Human Resources Manager

Paul Navazio, City Manager

Attachment: Woodland Police Supervisors Employee Association Resolution

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WOODLAND

AND THE

WOODLAND POLICE SUPERVISORS ASSOCIATION

July 1, 2009 – June 30, 2017

MEMORANDUM OF UNDERSTANDING
CONCERNING POLICE SUPERVISORS ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Supervisors Association, representing employees employed by the City of Woodland in the classifications of Police Sergeant by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Supervisor Employees' and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and, thereafter, the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation the Resolution shall in all cases be the primary source.

DATED: ____________________

________________________________	________________________
Representative of the Woodland Police Supervisors Association	Representative of the City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this ___day of ___ 2015.

____

Mayor

RESOLUTION NO.______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE SUPERVISORS ASSOCIATION

Table of Contents

ARTICLE I
GENERAL PROVISIONS

1.1 Application

1.1.1 This resolution applies to the employees of the City of Woodland in the following classifications: Police Sergeants. Effective October 2015 the MOU was modified to include the Crime Intelligence Analyst and Police Records Supervisor classifications.

1.2 Term

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2009 to June 30, 2017 and or such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias-Brown Act (MMB).

1.3 Purpose

1.3.1 The purpose of this Resolution is to provide certainty in payment of employee compensation during the term of this Agreement.

1.4 Peaceful Performance

1.4.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employee it represents will engage in, encourage, sanction, support, any:

a. strikes,
b. mass resignations,
c. mass absenteeism,
d. picketing which would involve suspension of or interference with normal work of this department, or,
e. any other similar actions which could involve suspension of or interference with any work of this department.
f. This clause will specifically expire on June 30, 2017.

1.5 Negotiations

1.5.1 The City and Association agree to begin negotiations for a successor agreement no later than April 15, 2017.

ARTICLE II
COMPENSATION

2.1 <u>Salary</u> (See Exhibit A)

2.1.1 During the term of this agreement, represented employees shall receive the following increases:

2.1.1.1 Effective July 1, 2011: 4% deferred until July 1, 2012 and modified as follows:

2.1.1.1.1 Effective July 1, 2012: 2% COLA
2.1.1.1.2 Effective July 1, 2013: 2% COLA

2.1.1.2 Effective October 1, 2011 Salaries will increased by 9%

2.1.1.3 Effective January 1, 2016 1% COLA

2.1.1.4 Effective July 1, 2016 a 1% COLA unless the City's General Fund Tax Revenues increase more than 2% in FY 13/14 over FY 14/15 year as determined by the CAFR then all classifications shall have their base salaries increased by a total of 3% effective July 1, 2016.

2.2 <u>Furloughs</u>

2.2.1 Represented unit employees agree to an unpaid furlough of 96 hours in fiscal years 2009/10 and 2010/11. Hours will be deducted in equal amounts from each monthly paycheck. For fiscal year 2009/10 and 2010/11 employees will have four hours added to their vacation bank.

Furlough time will be held in a bank separate from vacation or sick time. Employees having furlough time in their furlough bank will be allowed to use furlough time instead of sick time or vacation time.

When using furlough time in lieu of sick time or annual vacation, all furlough time use requests must be made in accordance with G.O. 3.01.11, G.O. 2.01.04, and will be subject to the restrictions of the type of leave (sick leave or vacation leave). Requests for use of furlough time not taken during annual vacation or used as sick leave require supervisor approval and will be treated as vacation for time off approval processing.

The responsibility of monitoring the amount of time in the furlough bank and proper use rests with the employee. It is the expectation that employees will use their furlough time by the end of the fiscal year; however, balances will be carried forward.

Furlough hours/usage will be prorated for employees working less than the full year with appropriate adjustments made to final settlement pay.

2.2.2 In the event a non-safety bargaining unit is required to complete less than 96-hours of furloughs for the period of July 1, 2010 through June 30, 2011, the Association would be entitled to re-open the issue of furloughs for fiscal year 2010/11. The re-opener would be limited to only furloughs.

2.2.3 The City agrees they will not implement layoffs for any WPSA member for the period of July 1, 2009 through June 30, 2010.

2.3 Uniform Allowance

2.3.1 For the purchase and maintenance of required uniforms, and rain gear employees will receive an annual allowance of $900.00. The City agrees it will not require class “A” uniforms (as described in the Police Mid Management MOU) for the Sergeant classification during the term of this agreement. This amount is paid monthly on a pro rata basis.

2.3.2 If a non-sworn employee is required to wear a uniform, with the approval of the Public Safety Chief or their designee, the employee will be required to purchase and maintain the required uniforms, and rain gear. The employee will receive an annual allowance of $900.00. This amount is paid monthly on a pro rata basis.

2.3.3 The City will replace soft body armor within six (6) months of the expiration of the manufacturer’s warranty.

2.4 Personal Property

2.4.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.

2.4.2 Personal property are those items necessary during job-related activities. Items include uniforms, eye glasses, false teeth and watches.

2.4.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.

2.4.4 The total payable claims for eye glasses shall be $175.00 per occurrence. The total payable claims for watches shall be $50.00 per occurrence.

2.4.5 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department’s Operations and Procedures Manual.

2.5 City Equipment and Clothing Return

2.5.1 All City furnished equipment remains in the ownership of the City and must be returned when employee leaves employment.

2.5.2 Unit employees will be provided with pagers and cellular phones in accordance with Department Policy.

2.6 Call-Back Duty

2.6.1 All represented employees called back to duty or required to appear in court for hours not contiguous to their shift shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.

2.6.2 Call-back minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably await the start of the employee's next regularly scheduled shift. If an employee is called back to correct incomplete or substandard work, normal overtime shall be paid.

2.7 Departmental Meetings and Training

2.7.1 Employees on their day off who are required to attend a meeting or training will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for a minimum of four (4) hours.

2.7.2 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty and his/her next regularly scheduled shift, compensation will be at the rate of one and one half (1-1/2) times their hourly rate for a minimum of four (4) hours.

2.7.3 A required scheduled meeting requires personal notification to the employee at least forty eight (48) hours prior to the meeting time.

2.7.4 Employees required to attend a scheduled meeting on a regularly scheduled duty day where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for the actual time spent in attendance.

2.7.5 Contiguous means connected to the employee's regular duty schedule, or if the meeting or duty day were continued, it would have been contiguous to the employee's regular duty schedule and would be less than four (4) hours.

2.7.6 Employees required to attend a scheduled meeting on a regularly scheduled duty day where there has been more than eight (8) hours between the conclusion of their last duty shift and the scheduled meeting, shall be compensated at the rate of one and one half (1-1/2) times their hourly rate of pay for a minimum of four (4) hours. However, in no event will an officer be compensated for more than would result if the meeting or assignment were scheduled in a way as to be contiguous with the officer's regularly scheduled shift. (Example: If an officer was off duty at 12 midnight and was required to attend a meeting at 1:00 p.m. which lasted until 2:00 p.m., and who was scheduled to return to work at 3:00 p.m., the maximum compensation allowable would be two (2) hours at one and one-half (1-1/2) times.)

2.7.7 If an employee volunteers for a committee assignment, and the particular committee is scheduled to meet on the officer's day off, the officer may attend the committee meeting and be compensated at one and one-half (1-1/2) times their hourly rate for the actual time in attendance at the meeting.

2.8 Overtime Pay

2.8.1 Employees who work in excess of their standard work day ***or forty (40) hours per week*** shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. ***Paid time off shall be counted as hours worked for overtime calculation purposes.***

2.8.2 If the Department cancels prescheduled and posted overtime with less than 48 hours' notice, on an employee's regularly scheduled day off, the City shall pay the employee $70 for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is canceled with less than 48 hours' notice and the overtime was on the day of a regular duty shift, the employee shall be paid at the rate of $40 per occurrence. Only one occurrence can be claimed per day.

2.8.3 Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off is set forth in Section 2.9 below.

2.8.4 All training assignments occurring outside of regular duty hours shall be compensated at one and one-half (1-1/2) times the hourly rate of pay for the actual time spent in mandatory departmental training.

2.9 Compensatory Time

2.9.1 Definition: As used in this section, the term compensatory time refers to that time which an employee is entitled to be absent from their duty with pay for hours worked in addition to or excess of their normal work schedule.

2.9.2 Use:

2.9.2.1 Requests for compensatory time off must be made no earlier than fourteen (14) days in advance of the requested time off. In cases where overtime or additional staffing will be required to cover the absence, requests must be submitted no later than 5 days in advance of the requested CTO. The Division Head or designee will respond within 72 hours of having received the CTO request.

2.9.2.2 Once compensatory time is approved, authorization cannot be rescinded, except in the case of an emergency.

2.9.3 Payment: Once seventy (70) hours of compensatory time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period must be recorded on the timecard as overtime pay. At the end of each calendar year, all compensatory time will be carried forward (up to seventy (70) hours maximum), unless the employee's elects to have the compensatory balance paid. Carry over compensatory time and accumulated compensatory time cannot exceed the seventy (70) hour maximum.

2.10 Court Appearance Policy

2.10.1 Employees who are served a subpoena for a criminal matter will call their individual voice mail box to determine if the appearance has been canceled or continued to another date and time. The call must be made before the scheduled appearance. For the morning calendar, the employee must call by 1700 the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must call at 12:00 noon. Afternoon cancellations and continuances will be made by 12:00 noon.

2.10.2 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will leave a message to that effect on your individual voice mailbox. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

2.10.3 The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. The Court Liaison Unit will forward a copy of their subpoena records weekly to the Day Shift Patrol Lieutenant or other designated person. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison records may rebut the presumption with proper proof to the Patrol Lieutenant. The Patrol Lieutenant's findings are final.

2.10.4 If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employee's voice mailbox in the time frames described above, there is no compensation for that appearance.

2.10.5 If the subpoena was canceled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled day off, compensation shall be paid at the rate of $70.00 per occurrence. Only one occurrence can be claimed for any one day off.

2.10.6 If the subpoena was cancelled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled work day, outside of scheduled work hours for that day, compensation shall be paid at the rate of $40.00 per occurrence. Only one occurrence can be claimed for any one work day.

2.11 Emergency Stand-By

2.11.1 Sergeants shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to stand-by.

2.11.2 Sergeants shall be paid two dollars ($2.00) per hour for any hours assigned to stand-by duty. During the time Sergeants are being compensated for emergency call-back, stand-by will not apply. Stand-by duty requires that the officer:

a. Be ready to respond immediately to calls for service;
b. Be reachable by telephone, pager or vehicle radio;
c. Remain a reasonable distance (45 minutes driving time) from the City; and,
d. Refrain from activities which might impair the ability of the officer to perform the assigned duties.

2.11.3 "Stand-by" duty differs from other assignments in which an employee may be equipped with a pager to facilitate contact. In those instances, employee's activities and response distance are not restricted; therefore, they are not eligible for emergency stand-by compensation.

2.12 Longevity Pay

2.12.1 The City shall pay longevity pay according to the following schedule, payable the last pay day before Christmas each year.

10 years	$225.00
15 years	$275.00
20 years	$325.00

2.12.2 Effective July 1, 2011 Longevity Pay as set forth in 2.12.1 shall cease. In lieu:

a. Employees with 15 years completed service will receive an additional 2.5% of base pay as a retention incentive; and

b. Employees with 20 years completed service will receive an additional five (5%) percent of base pay as a retention incentive (not cumulative).

ARTICLE III
SPECIAL ASSIGNMENTS

3.1 <u>Special Assignment Rotation</u>

3.1.1 Every reasonable effort will be made to align special assignments with shift rotations.

3.2 <u>Bilingual Pay</u>

3.2.1 The City shall maintain the existing bilingual policy. Bilingual pay shall be One Hundred and Fifty ($150.00) Dollars per month.

ARTICLE IV
EDUCATIONAL INCENTIVE

4.1 <u>POST Certificates</u>

4.1.1 Subject to the limitation in 4.1.1.6:

4.1.1.1 Employees shall receive an additional two and one-half (2.5%) percent of base pay for holding a POST Advanced certificate.

4.1.1.2 Employees shall receive an additional two and one half (2.5%) percent of base pay for holding a POST Supervisory certificate.

4.1.1.3 For up to four (4) years after promotion to Sergeant, employees shall continue to receive an additional two and one half (2.5%) percent of base pay for holding a POST Intermediate certificate. Additional pay for POST Intermediate certificate shall terminate upon receipt of the POST Supervisory certificate or four (4) years whichever comes first.

4.1.1.4 Employees in the class of Police Records Supervisor will receive an additional two and one-half (2.5%) percent of base pay for holding and maintaining a valid POST Records Supervisor Certificate.

4.1.1.5 Employees in the class of Crime Intelligence Analyst and will receive an additional two and one-half (2.5%) percent of base pay for holding Crime and Intelligence Analysis Certificate Program.

4.1.1.6 The maximum increase under this section shall be five (5%) percent of base pay total.

4.2 Professional Growth Incentive

4.2.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be $625.00.

4.3 Training and Travel Expenses

4.3.1 The Woodland Police Supervisors Association and the City of Woodland mutually agree that education and training are one of the most important aspects of law enforcement. It is the desire of both entities to provide the members of the Woodland Police Department with the best training possible, while making it equitable to both the employee and the City. To accomplish this task, both entities agree to the following:

4.3.2 The employee being sent to the training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. No additional compensation will be paid by the City. Accordingly, employees shall have their rate of pay adjusted in those instances to preclude any claim for additional compensation related to the travel/training assignment. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at the normal rate of pay at one and one half (1 1/2) times their rate for the time actually spent. This will be agreed upon by the division commander and the employee prior to the training leave.

4.3.3 At the discretion of the department, the employee shall be given his or her normal days off either before or after the training period to total the normal number of days off in that month's work cycle.

4.3.4 The City will determine the mode of transportation that will be used by the employee attending the out of town training. This mode may be either by air, department vehicle, or by the employee's personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the motel, or the training facility. If the employee stays at a motel, the employee will be paid mileage to and from the motel to the training facility, each day. The rate of pay will be determined by the City. No other transportation costs will be paid by the City. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is the less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the City, whichever is greater.

4.3.5 Meals while away on training will be provided as agreed upon in the City's Meal Policy.

4.4 Professional Projects

4.4.1 Upon development of appropriate policies, and approval of the Chief of Police, unit employees may be assigned to perform special projects and/or undertake professional development programs.

ARTICLE V
WELLNESS PROGRAM

5.1 Wellness Program

5.1.1 For Safety Employees Effective with this Memorandum of Understanding, the five percent (5%) "Wellness Pay" is consolidated into base salary and is no longer received as a separate payment of "Wellness Pay." The consolidation is included in Section 2.1 and reflected in Exhibit A.

ARTICLE VI
MEDICAL AND RELATED BENEFITS

6.1 Medical Insurance

6.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

6.1.2 For Employees **hired *before* July 1, 2006**, the City provides a two tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

6.1.2.1 Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $565 per month.

6.1.2.2 Employees hired before July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled:

- Tier One: Employee Only and Employee plus One $810
- Tier Two: Employee plus Family $1060

6.1.2.3 Effective January 1, 2013, the City shall pay an amount equal to 90% of the third highest CalPERS health plan available in the region Woodland is located in, (Bay Area Region) excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

6.1.2.4 Effective January 1, 2014 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, (Sacramento Region) excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year. (Example – Kaiser 2013 Family rate = $1,738.44, the City pays $1,564.60; effective January 1, 2014 the City's contribution is capped at $1,654.99 ($1,738.44 x1.12*85%).

6.1.2.5 Effective January 1, 2017 the City shall pay an amount equal to 80% of the third highest CalPERS health plan available in the region Woodland is located in, (Sacramento Region) excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

6.1.3 For Employees <u>**hired *on or after* July 1, 2006**</u>, the City provides a <u>three tier</u> medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

6.1.3.1 Employees hired after July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $405 per month.

6.1.3.2 Employees hired after July 1, 2006 who are enrolled in medical insurance programs shall be entitled to receive payment of the difference between the cost of the medical plan and the monthly amount listed below based on the tier in which the employee is enrolled:

- Tier One: Employee Only $405
- Tier Two: Employee plus One $810
- Tier Three: Employee plus Family $1060

6.1.3.3 Effective January 1, 2013, the City shall pay an amount equal to 90% of the third highest CalPERS health plan available in the region Woodland is located in, (Bay Area Region) excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

6.1.3.4 Effective January 1, 2014 the City shall pay an amount equal to 85% of the third highest CalPERS health plan available in the region Woodland is located in, (Sacramento Region) excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year. (Example – Kaiser 2013 Family rate = $1,738.44, the City pays $1,564.60; effective January 1, 2014 the City's contribution is capped at $1,654.99 ($1,738.44 x1.12*85%).

6.1.3.5 Effective January 1, 2017 the City shall pay an amount equal to 80% of the third highest CalPERS health plan available in the region Woodland is located in, (Sacramento Region) excluding PERSCare. Additionally, the City's total contribution toward health plan premiums shall be capped at the agreed upon percentage applied to a 12% increase in the base premium from year to year.

6.1.4 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

6.1.4.1 Effective July 1, 2009 through December 31, 2011, the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	$101.00	Note 3	$515
Employee plus one	$101.00	Note 3	$1020
Employee plus family	$101.00	Note 3	$1335

Note 1: Per paragraph 6.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee only" tier shall receive medical insurance

coverage and cafeteria plan benefit equal to the "Employee plus one" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently $101 from the January 2009 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

6.1.4.2 Effective January 1, 2012 the total benefit above will be based on the increased by the dollar amount necessary for the City to pay the full cost of the third highest plan available in the region Woodland is located in (currently Bay Area region) (excluding PERS Care).

6.1.4.3 Effective January 1, 2013 the total benefit above shall be equal to the dollar amount necessary for the City to pay the 90% of the cost of the third highest plan available in the region Woodland is located in (currently Bay Area region) (excluding PERS Care).

6.1.4.4 Effective January 1, 2014 the total benefit above shall be equal to the dollar amount necessary for the City to pay the 85% of the cost of the third highest plan available in the region Woodland is located in (currently Sacramento Region) (excluding PERS Care).

6.1.4.5 Effective January 1, 2017 the total benefit above shall be equal to the dollar amount necessary for the City to pay the 80% of the cost of the third highest plan available in the region Woodland is located in (currently Sacramento Region) (excluding PERS Care).

6.2 Medical Insurance Upon Retirement

6.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees.

6.2.2 For employees who were **hired *before* July 1, 2006**, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

6.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;

6.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 6.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the “Total Benefit” reflected in 6.1.4 above; however, provisions of paragraphs 6.1.2.1 and 6.1.2.2 do not apply to retired employees;

6.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

6.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

6.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible; and

6.2.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.

6.2.3 Employees who were **hired *on or after* July 1, 2006**, will receive medical insurance benefits in retirement as follows:

6.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the “Medical Benefit” reflected in 6.1.4 above; however, provisions of paragraphs 6.1.2.1 and 6.1.2.2 do not apply to retired employees;

6.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

6.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City’s RHSP is mandatory.

6.2.3.2.2 Contributions: The City shall contribute $50 per month to the employee's RHSP account; likewise, the employee shall contribute $50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of $50 per month for each month served in the employee's initial probation.

6.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

6.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.

6.2.3.2.5 Employees hired prior to July 1, 2006, were provided, on a one-time, irrevocable basis, the opportunity to opt out of the City's retiree medical plan (paragraph 6.2.2). Employees who selected this option shall continue to participate in the City's retiree health savings plan under the terms set forth above in paragraph 6.2.3.2. For these employees, the City' contribution is $250 per month and the employee's contribution is $50 per month. At the employee's option, any portion of this $250 City contribution may be paid into an approved deferred compensation plan.

6.3 Retirement Health Savings Plan

6.3.1 The City agrees to allow this group to contribute towards a Retirement Health Savings Plan (RHSP) in addition to the amount contributed by employees in Section 6.2.3. These contributions shall be determined by the bargaining group. The City will not contribute to any additional contributions beyond what is defined in Section 6.2.3.2.

6.4 Long Term Disability Insurance

6.4.1 The WPSA shall provide long term disability for represented members. All represented employees will have $61.08 added to their monthly salary payment. The

City will then provide a monthly disbursement to the Woodland Police Supervisors Association of $61.08 per Association member deducted from each employee's net pay (or such other amount as determined by the Association) and the WPSA will assume responsibility of making long term disability payments and any other related benefits from the City provided payment. The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the designated amount. The WPSA shall hold harmless and indemnify the City for any liability as a result of implementation of this long-term disability insurance program.

6.5 Sick Leave

6.5.1 Sick Leave Accumulation

Regular full-time employees earn and accumulate sick leave at the rate of one (1) day (eight (8) hours) per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

6.5.2 Use of Sick Leave

An employee eligible for sick leave is granted such leave for the following reasons:

a. Non service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.

b. Medical or dental office of hospital visits for examination, diagnosis, or treatment.

c. Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

6.5.3 Sick Leave

No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service illness or injury.

6.6 Vision/Optical

6.6.1 The City agrees to provide vision insurance to unit employees with a fifteen dollar ($15) deductible.

6.7 Life Insurance

6.7.1 The City agrees to provide life insurance to unit employees in the amount of fifty thousand dollars ($50,000).

6.8 Flexible Spending Account

6.8.1 The City agrees to institute a qualified plan under Internal Revenue Code Section 125 for using pre-taxed dollars for payment of child care expenses, dependent care expenses, as well as health, dental or other related qualifying expenses.

6.9 Use of Tobacco Products

6.9.1 Employees hired after July 1, 2006 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE VII
LEAVES

7.1 Holidays

7.1.1 Employees will receive 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave is subject to the same rules and regulations pertaining to vacation leave.

7.1.2 If during the term of this Agreement the City Council officially recognizes any new dates as City holidays the City shall increase the vacation leave totals of each represented employee by a corresponding amount of hours.

7.2 Vacation

7.2.1 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided that they are taking at least one (1) consecutive week of vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than two (2) weeks of vacation per fiscal year.

7.3 Vacation Accrual

7.3.1 Vacation accrual for Unit personnel shall be as follows:

Years of Service	Earned per Month	Earned per Year
0 to 3 years	6.7 hours	10 days
4 to 5 years	8.7 hours	13 days
6 to 10 years	10 hours	15 days

11 to 15 years	12 hours	18 days
16 and over	14 hours	21 days

7.4 Vacation Accumulation

7.4.1 Employees with less than ten (10) years of service may carry a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years' service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year. Maximum vacation accumulation will be increased by 96 hours for the term of this agreement.

7.4.2 Vacation schedules shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been earned.

7.5 Bereavement Leave

7.5.1 In the event of a death in the employee's immediate family, an employee may be granted time off charged to sick leave not to exceed five (5) working days per occurrence.

7.6 Other Leave

7.6.1 All other leave is provided for in the Personnel Rules and Regulations.

7.7 Catastrophic Leave Bank

7.7.1 With prior approval, vacation, CTO or holiday leave credits may be donated to a specified employee by one or more employee(s) to an employee when:

(a) The receiving employee faces financial hardship due to his/her injury or prolonged illness, or due to the injury and/or prolonged illness of the employee's spouse or member of his/her immediate family; and

(b) the receiving employee has exhausted all leave credits.

7.7.2 The transfer of vacation, CTO, or holiday leave credits must be made in one (1) hour increments or more. Donations shall be made on a form to be developed by the City and signed by the donating employee. Donations are irrevocable.

ARTICLE VIII
WORK HOURS

8.1 Patrol Work Schedule

8.1.1 The City will continue the 4-10 work schedule for the term of this agreement, unless the City provides prior notice and affords the Association the right to meet and confer.

8.1.2 Regular Duty Shift schedules, including starting and stopping times, will be designated by the Chief of Police or his/her designee. Once posted, work schedules will be changed only upon seventy-two (72) hours advance notice. Upon mutual agreement the 72-hour notice can be waived.

8.1.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

8.2 Alternate Work Schedules

8.2.1 In addition to the Patrol Work Schedule established in Section 8.1 above, the Chief of Police may establish alternative work schedules for employees of his/her department.

8.2.2 For purposes of this section, alternative work schedules may include, but not be limited to:

8.2.2.1 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14 day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

8.2.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven day work period at other than traditionally scheduled hours for the assigned shift.

8.2.2.3 Note that for non-sworn personnel, any alternative or flex time schedule must provide that employees will be scheduled to work no more than forty (40) hours per seven (7) day work period.

8.2.2.4 Other schedules approved by the Chief of Police.

8.2.3 Alternative work schedules may be discontinued by the Chief of Police at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, or the Association the Chief of Police shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule. The City may eliminate the schedule with advance notice. However, upon mutual agreement; the advance notice can be waived.

ARTICLE IX
LIGHT/LIMITED DUTY

9.1 <u>Light/Limited Duty</u>

9.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform his/her usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.

9.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed City physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

9.1.3 If light/limited duty is available, and the employee is cleared by an attending physician, or a properly appointed City physician to perform such work, he/she shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which he/she is assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE X
PERS RETIREMENT

10.1 <u>PERS Retirement Safety Employee</u>

10.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

10.1.2 Regular Safety Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

10.1.2.1 Tier 1: Employees hired by the City of Woodland on or before June 30, 2012 are eligible for the 3.0% @ 50 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.

10.1.2.2 Tier 2: Employees hired by the City of Woodland on or after July 1, 2012 and before January 1, 2013 or who are new hires to the City of Woodland and are legacy/classic members determined by CalPERS are eligible for the 3.0% @ 55 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.2.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2.7% @ 57 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.3 PERS Employee Contribution towards Employees Share of Retirement cost.

10.1.3.1 Tier 1: Effective October 1, 2011, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0%@50 CalPERS retirement pension program.

10.1.3.2 Tier 2: Effective July 1, 2012, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0%@55 CalPERS retirement pension program.

10.1.3.3 Tier 3: (PEPRA) employees shall pay 50% of the normal cost as determined by CalPERS towards the 2.7%@57 CalPERS retirement pension program.

10.1.4 Employee Contribution towards Employer Cost.

10.1.4.1 Tier 1 and Tier 2 employees:

10.1.4.1.1 The City shall withhold 4% of salary to help pay for the cost of the enhanced 3.0%@ 50 retirement formula and the 3.0%@ 55.

10.1.4.1.2 Effective August 4, 2015 the City amended the CalPERS contract to increase the PERS Cost Share of 4% by .887% to a total of 4.887%.

10.1.4.1.3 Effective July 1, 2013, employees shall pay an additional 3% towards the employers PERS contribution.

10.1.4.1.4 Tier 1 and Tier 2 employees pay a total of 16.887% towards the PERS contribution.

10.1.5 The City has amended its contract with PERS to include the military buy-back option (Section 20930.3) for employees.

10.1.6 The City shall continue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation. Pursuant to Section 20023 (c)(4) of the Public Employees Retirement Law, these retirement contributions (nine (9%) percent shall then be considered compensation for retirement purposes. Effective September 7, 2011, the City shall discontinue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation.

10.1.7 The City will provide the PERS 1959 Survivor Benefit, Level IV.

10.1.8 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

10.1.9 The City will requested from PERS an actuarial estimate for the Pre-retirement Option 2 Death Benefit option. The City and WPSA executed a side letter of agreement addressing the steps to be taken upon receipt of the actuarial study. Effective September 1, 2010, the City has amended its contract with PERS to provide the Pre-retirement Option 2W Death Benefit.

10.2 PERS Non Safety – Miscellaneous Members

10.2.1 Miscellaneous Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

10.2.1.1 Tier 1: Employees hired by the City of Woodland on or before December 4, 2012 are eligible for the 2.7% @ 55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.

10.2.1.2 Tier 2: Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the City of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2% @ 60 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.2.1.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2% @ 62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.2.2 PERS Employee Contribution towards Employee's Share of Retirement cost.

10.2.2.1 Tier 1: Employees shall pay the full 8% of pensionable salary of the employee share towards the 2.7%@55 CalPERS retirement pension program.

10.2.2.2 Tier 2: Employees shall pay the full 7% of pensionable salary of the employee share towards the 2%@60 CalPERS retirement pension program.

10.2.2.3 Tier 3: (PEPRA) employees shall continue to pay 50% of the normal cost as determined by CalPERS towards the 2%@62 CalPERS retirement pension program.

10.2.3 Employee contribution to Employers Cost of CalPERS Retirement Pension Program.

10.2.3.1 Employees in Tier 1 and Tier 2, the City shall withhold 3% of salary to help pay for the cost of the enhanced 2.7% @ 55 retirement formula and the 2% @ 60.

10.2.3.2 Employees in Tier 1 and Tier 2 shall pay an additional 3% towards the employers PERS contribution.

10.2.3.3 Tier 1 employees pay a total of 14% towards the PERS contribution, and Tier 2 employees pay a total of 13% towards the PERS contribution.

10.2.4 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21574. This benefit provides a monthly allowance to certain eligible survivors of an employee who dies prior to retirement.

10.2.5 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965.

10.2.6 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

ARTICLE XI
EMPLOYMENT PROBATION

11.1 Probation

11.1.1 All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

11.1.2 The probationary period for new Police Supervisory employees shall be one (1) year following promotion or selection.

11.1.3 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be twelve (12) months.

11.1.4 The Police Chief may extend the probationary period in three (3) month increments not to exceed one (1) year if he feels additional time is necessary to adequately evaluate the employee.

ARTICLE XII
MISCELLANEOUS

12.1 No Discrimination

12.1.1 The City and Association both agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activity on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

12.2 Modification

12.2.1 There will be no alteration or modification of any provision contained in this Memorandum without the consent of all parties hereto.

12.3 Separability of Provisions

12.3.1 Should any section, clause or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE XIII
MANAGEMENT RIGHTS

13.1 Management Rights

13.1.1 Nothing contained in this Memorandum of Understanding shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights: to determine the mission of its constituent department, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies, including overtime; and to exercise complete control and discretion over the technology of performing the work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications.

13.1.2 The exercise by the City of the rights in the above paragraph does not preclude employees or their recognized organizations from filing a grievance regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XIV
SURVEY AGENCIES

14.1 <u>Survey Agencies</u>

14.1.1 The City and Association have agreed to utilize the following agencies in conducting compensation surveys:

Rocklin	
Davis	West Sacramento
Lodi	Yuba City
Manteca	Lincoln

ARTICLE XV
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

15.1 <u>Other Compensable Items Not Set Forth Herein</u>

15.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on_______, 2015, unless determined otherwise by the Woodland City Council in Accordance with law or required otherwise by law.

PASSED AND ADOPTED THIS __ day of, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

____

Mayor

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

I, Ana Gonzalez, City Clerk of the City of Woodland in Yolo County, California, hereby certify this Resolution to be a full, true and correct copy of the record of the action taken by the City Council of the City of Woodland, by vote of the members present, as the same appears in the official minutes of said Council at its meeting.

DATED: ________________, 2015 .

____

Ana Gonzalez, Woodland City Clerk

Exhibit A

Woodland Police Supervisors' Association
July 1, 2009- June 30, 2012
Base Salary
Sergeants

Effective Date	Percent Change	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
1-Jul-09	0.00%	$5,416.66	$5,687.50	$5,971.87	$6,270.46	$6,583.99	$6,913.19	$7,258.85	$7,621.79
Annual		*$64,999.94*	*$68,249.94*	*$71,662.44*	*$75,245.56*	*$79,007.84*	*$82,958.23*	*$87,106.14*	*$91,461.45*
1-Jul-10	0.00%	$5,416.66	$5,687.50	$5,971.87	$6,270.46	$6,583.99	$6,913.19	$7,258.85	$7,621.79
Annual		*$64,999.94*	*$68,249.94*	*$71,662.44*	*$75,245.56*	*$79,007.84*	*$82,958.23*	*$87,106.14*	*$91,461.45*
1-Jul-11 deferred	0.00%	$5,416.66	$5,687.50	$5,971.87	$6,270.46	$6,583.99	$6,913.19	$7,258.85	$7,621.79
Annual		*$64,999.94*	*$68,249.94*	*$71,662.44*	*$75,245.56*	*$79,007.84*	*$82,958.23*	*$87,106.14*	*$91,461.45*
1-Oct-11	9.00%	$5,970.73	$6,269.27	$6,582.73	$6,911.87	$7,257.47	$7,620.34	$8,001.36	$8,401.43
Annual		*$71,648.76*	*$75,231.24*	*$78,992.76*	*$82,942.44*	*$87,089.64*	*$91,444.08*	*$96,016.32*	*$100,817.16*
1-Jul-12 (from 7/1/11)	2.00%	$6,090.14	$6,394.65	$6,714.38	$7,050.10	$7,402.61	$7,772.74	$8,161.38	$8,569.45
Annual		*$73,081.68*	*$76,735.80*	*$80,572.56*	*$84,601.20*	*$88,831.32*	*$93,272.88*	*$97,936.56*	*$102,833.40*
1-Jul-13 (from 7/1/11)	2.00%	$6,211.94	$6,522.54	$6,848.67	$7,191.10	$7,550.66	$7,928.19	$8,324.61	$8,740.84
Annual		*$74,543.31*	*$78,270.52*	*$82,184.01*	*$86,293.22*	*$90,607.95*	*$95,138.34*	*$99,895.29*	*$104,890.08*

October 31, 2015- June 30, 2017
Monthly Salary
Crime Intelligence Analyst, Police Records Supervisor, Police Sergeants

				October 31, 2015 - Starting Point					
Crime Intelligence Analyst		$4,531.51	$4,758.10	$4,996.00	$5,245.80	$5,508.09			
Annual		*$54,378.17*	*$57,097.24*	*$59,952.01*	*$62,949.61*	*$66,097.03*			
Police Records Supervisor		$4,147.18	$4,354.53	$4,572.26	$4,800.90	$5,040.95			
Annual		*$49,766.16*	*$52,254.36*	*$54,867.12*	*$57,610.80*	*$60,491.40*			
Police Sergeants		$6,211.94	$6,522.54	$6,848.67	$7,191.10	$7,550.66	$7,928.19	$8,324.61	$8,740.84
Annual		*$74,543.31*	*$78,270.52*	*$82,184.01*	*$86,293.22*	*$90,607.95*	*$95,138.34*	*$99,895.29*	*$104,890.08*
1-Jan-16									
Crime Intelligence Analyst	1.00%	$4,576.83	$4,805.68	$5,045.96	$5,298.26	$5,563.17			
Annual		*$54,921.95*	*$57,668.21*	*$60,551.53*	*$63,579.11*	*$66,758.00*			
Police Records Supervisor	1.00%	$4,188.65	$4,398.08	$4,617.98	$4,848.91	$5,091.36			
Annual		*$50,263.82*	*$52,776.90*	*$55,415.79*	*$58,186.91*	*$61,096.31*			
Police Sergeants	1.00%	$6,274.06	$6,587.77	$6,917.15	$7,263.01	$7,626.17	$8,007.48	$8,407.85	$8,828.25
Annual		*$75,288.75*	*$79,053.22*	*$83,005.85*	*$87,156.16*	*$91,514.03*	*$96,089.72*	*$100,894.24*	*$105,938.98*

Exhibit A (Continued)

October 31, 2015- June 30, 2017
Monthly Salary
Crime Intelligence Analyst, Police Records Supervisor, Police Sergeants

1-Jul-16	Assuming 1% Salary Increase or								
Crime Intelligence Analyst	1.00%	$4,622.60	$4,853.74	$5,096.42	$5,351.24	$5,618.80			
Annual		*$55,471.17*	*$58,244.89*	*$61,157.04*	*$64,214.90*	*$67,425.58*			
Police Records Supervisor	1.00%	$4,230.54	$4,442.06	$4,664.16	$4,897.40	$5,142.27			
Annual		*$50,766.46*	*$53,304.67*	*$55,969.95*	*$58,768.78*	*$61,707.28*			
Police Sergeants	1.00%	$6,336.80	$6,653.65	$6,986.33	$7,335.64	$7,702.43	$8,087.55	$8,491.93	$8,916.53
Annual		*$76,041.63*	*$79,843.75*	*$83,835.91*	*$88,027.72*	*$92,429.17*	*$97,050.62*	*$101,903.19*	*$106,998.37*
1-Jul-16	Assuming 3% Salary Increase								
Crime Intelligence Analyst	3.00%	$4,714.13	$4,949.85	$5,197.34	$5,457.21	$5,730.06			
Annual		*$56,569.61*	*$59,398.25*	*$62,368.08*	*$65,486.48*	*$68,760.74*			
Police Records Supervisor	3.00%	$4,314.31	$4,530.02	$4,756.52	$4,994.38	$5,244.10			
Annual		*$51,771.74*	*$54,360.21*	*$57,078.26*	*$59,932.52*	*$62,929.20*			
Police Sergeants	3.00%	$6,462.28	$6,785.40	$7,124.67	$7,480.90	$7,854.95	$8,247.70	$8,660.09	$9,093.10
Annual		*$77,547.41*	*$81,424.82*	*$85,496.03*	*$89,770.84*	*$94,259.45*	*$98,972.41*	*$103,921.07*	*$109,117.15*

Additional Special Pays that may be added to Applicable Base Salary

Special Pay	MOU Paragraph	Amount
POST Advanced	4.1.1	2.5% of Base
POST Supervisory	4.1.2	2.5% of Base
POST Intermediate	4.1.3	2.5% of Base
Post Records Supervisor Certificate	4.1.3	2.50% of Base
Crime and Intelligence Analysis Certificate Program	4.1.3	2.5% of Base

For up to four (4) years following promotion to Sergeant or upon receipt of POST Supervisory certificate, whichever comes first

File #: 16-214, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Treasurer’s Investment Report Quarter Ending September 30, 2015

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer’s Investment Report for the quarter ended September 30, 2015.

Staff Contact

Adam Devlin, Senior Accountant, (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background

The City manages its investment portfolio in accordance with the guidelines established by the Council via the adopted investment policy. The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City’s securities are held in custodial care by U.S. Bank N.A., Custody Treasury Division, located in Minneapolis, MN and administered by its Sacramento office. U.S. Bank N.A. provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

In determining placements of investments, safety is the number one priority which is followed by liquidity and finally yield on investments.

Each quarter staff is required to provide the City Council with a report form the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

Discussion

Over the past several months staff has been working with the investment firm of Cantor Fitzgerald L.P. to develop an investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio’s primary goal of providing safety and liquidity is preserved. This work effort has included an analysis of the City’s historical cash flow and liquidity requirements. This analysis reviewed the last three years of monthly cash inflow and outflows to determine an appropriate level of cash to retain in the easily accessible LAIF accounts, and the amount of cash available for investment in various forms approved in the Investment Policy. Beginning in April, staff began purchasing investments in accordance with the investment plan. The implementation of this strategy is reflected in the current and attached quarterly reports.

As of September 30, 2015 the City treasury consisted of investments with a total book value of $71,374,266. The largest portion of the City's portfolio continues to be invested in pooled investment funds (LAIF), but with the diversification efforts undertaken during the last several months, the portfolio now includes federal agencies and corporate securities that help to increase portfolio returns while maintaining compliance with the City's adopted Investment Policy.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill which for the quarter ending September 2015 was 0.01%. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending September 2015 was 0.34%, the average yield on the City of Woodland's investments as of September 30, 2015 was 1.51%; the overall portfolio yield, combining all investments and LAIF was 0.74%. The City has therefore met its goal of obtaining a rate of return greater than the established U.S. Treasury benchmark.

The City's investment plan goal is to maintain 40% of our investment portfolio in highly liquid or readily available funds (such as LAIF). Additionally, the plan goal is to distribute investments across both short and longer term timeframes to achieve an overall effective duration of investments of eighteen months. Finally, the goal of the investment plan is to achieve an investment return of 0.61% based on the parameter of our allowable investments. For the quarter ended September 30, 2015 64% of our investments are in LAIF, overall duration of investments is six months, and the rate of return was 0.74%. The City will continue to implement the investment strategy over the next several months, which will reduce the large portfolio balance currently in LAIF, and will also result in longer duration of the portfolio. To date, the City has been meeting the overall investment yield goal. The attached Investment Plan Executive Summary shows a graphical representation of the City's investment plan goals versus actual investments.

The investment analysis will refer to "Market Value" of investments; this is a constantly changing amount that is based on the current value of the investment, whereas "Book Value" is what we paid for the security. If there is a difference between the two, there will either be a calculated gain or loss. It should be noted that the City intends to hold securities until maturity and that calculated gains or losses within a quarter are not necessarily an issue.

The attached report also provides a summary of the City's current investments and includes the investment interest rates as they have matured and current rates for new investments. All activities comply with the existing Investment Policy approved by City Council. Additionally, a report entitled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion

Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2015.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer

Attachments: Q1 FY2016 Investment Report
Investment Plan Executive Summary

CITY OF WOODLAND
INVESTMENT REPORT

September-15

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		46,000,000.00	64.4%
Federal National Mortgage Association		5,004,027.78	7.0%
Federal Home Loan Bank		4,997,500.00	7.0%
Federal Home Loan Mortgage Corp		10,307,233.33	14.4%
Corporate Securities		5,065,505.16	7.1%
	TOTAL	**71,374,266.27**	100.0%

	Maturity Date	*Interest*	*Call Date*	*PAR Amount*	*Purchase Price*	Current Market Value	*Security ID*
Federal National Mortgage Association	5/25/2018	1.10	5/25/2016	**2,000,000**	**2,000,000**	**2,002,516**	3136G2HV2
Federal Home Loan Bank	10/29/2018	1.15	4/29/2016	**2,000,000**	**2,000,000**	**1,994,508**	3130A52E8
Federal Home Loan Mortgage Corp	1/28/2019	1.38	7/28/2016	**2,000,000**	**2,000,000**	**2,007,752**	3134G7KN0
Federal National Mortgage Association	10/25/2019	1.25	10/25/2015	**1,000,000**	**1,004,028**	**1,000,679**	3136G0P88
Federal Home Loan Mortgage Corp	1/9/2020	1.60	10/9/2015	**2,000,000**	**1,998,733**	**2,000,700**	3134G33G3
Federal Home Loan Mortgage Corp	4/15/2020	1.50	7/15/2015	**2,000,000**	**2,000,000**	**2,000,972**	3134G6PK3
Federal Home Loan Bank	4/20/2020	1.40	7/20/2015	**2,000,000**	**2,000,000**	**2,001,242**	3130A4S45
Federal National Mortgage Association	4/28/2020	1.50	4/28/2017	**2,000,000**	**2,000,000**	**2,003,076**	3136G2GR2
Federal Home Loan Mortgage Corp	5/27/2020	1.25	11/27/2015	**2,309,000**	**2,309,000**	**2,313,216**	3134G6K69
Federal Home Loan Mortgage Corp	7/15/2020	1.35	10/15/2015	**2,000,000**	**1,999,500**	**2,000,858**	3134G7FA4
Federal Home Loan Bank	8/26/2020	1.38	2/26/2016	**1,000,000**	**997,500**	**1,002,295**	3130A67C5
Total Agency Investments				**20,309,000**	**20,308,761**	**20,327,814**	
HSBC USA Inc	1/16/2018	1.38	N/a	**500,000**	**505,863**	**499,318**	40428HPH9
Apple Inc	5/3/2018	1.14	N/a	**500,000**	**498,114**	**497,650**	037833AJ9
Chevron	6/24/2018	1.45	N/a	**500,000**	**503,870**	**504,005**	166764AE0
Coca-Cola Co	11/1/2018	1.05	N/a	**500,000**	**514,256**	**504,819**	191216BF6
JP Morgan Chase & Co	1/28/2019	1.77	N/a	**500,000**	**513,383**	**503,898**	46625HJR2
Walt Disney Company	5/30/2019	1.58	N/a	**500,000**	**508,436**	**503,251**	25468PDA1
US Bank Cincinnati	10/28/2019	2.00	N/a	**500,000**	**504,247**	**503,767**	90331HML4
General Electric Cap Corp	12/11/2019	1.60	N/a	**500,000**	**514,377**	**505,491**	36962G6P4
Qualcomm Inc	5/20/2020	2.39	N/a	**500,000**	**499,839**	**499,080**	747525AD5
Ralph Lauren Corp	8/18/2020	2.50	N/a	**500,000**	**503,120**	**507,661**	751212AB7
Total Corporate Investments				**5,000,000**	**5,065,505**	**5,028,937**	
Total of LAIF Funds & Investments Detail					**71,374,266**		
Check Total (Should be zero)					-		

CITY OF WOODLAND
INVESTMENT REPORT

CASH ACCOUNTS as of 09/30/15

Bank Accounts with U.S. Bank	$4,298,777.82
Petty Cash	***$3,290.00***
Cash with Fiscal Agent	*$6,239,631.02*

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$0.00
Prior Quarters Interest Earned - LAIF	$0.00
Total Interest Received	$0.00
Interest Received from July 1, 2015 to September 30, 2015	$41,237.39
Total Fiscal Year-to-Date Interest Received	**$41,237.39**

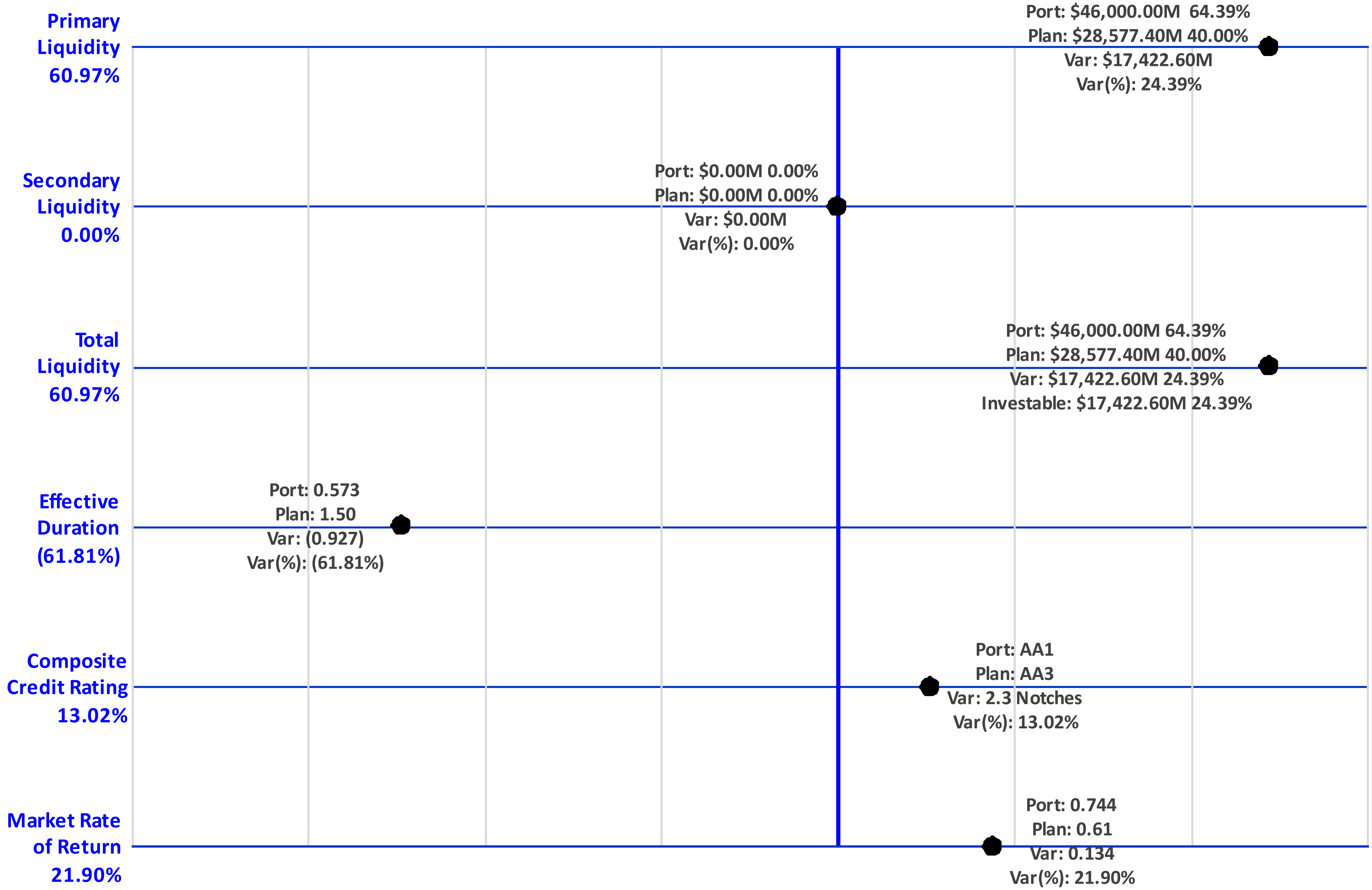
The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

Investment Plan Executive Summary: Woodland-20150930 (09/30/15 Data)

CASH: 64.39% | Tsy:0.00% | AgyBlt:2.81% | AgyStep:14.49% | AgyClbl:11.24% | Corp:7.07%

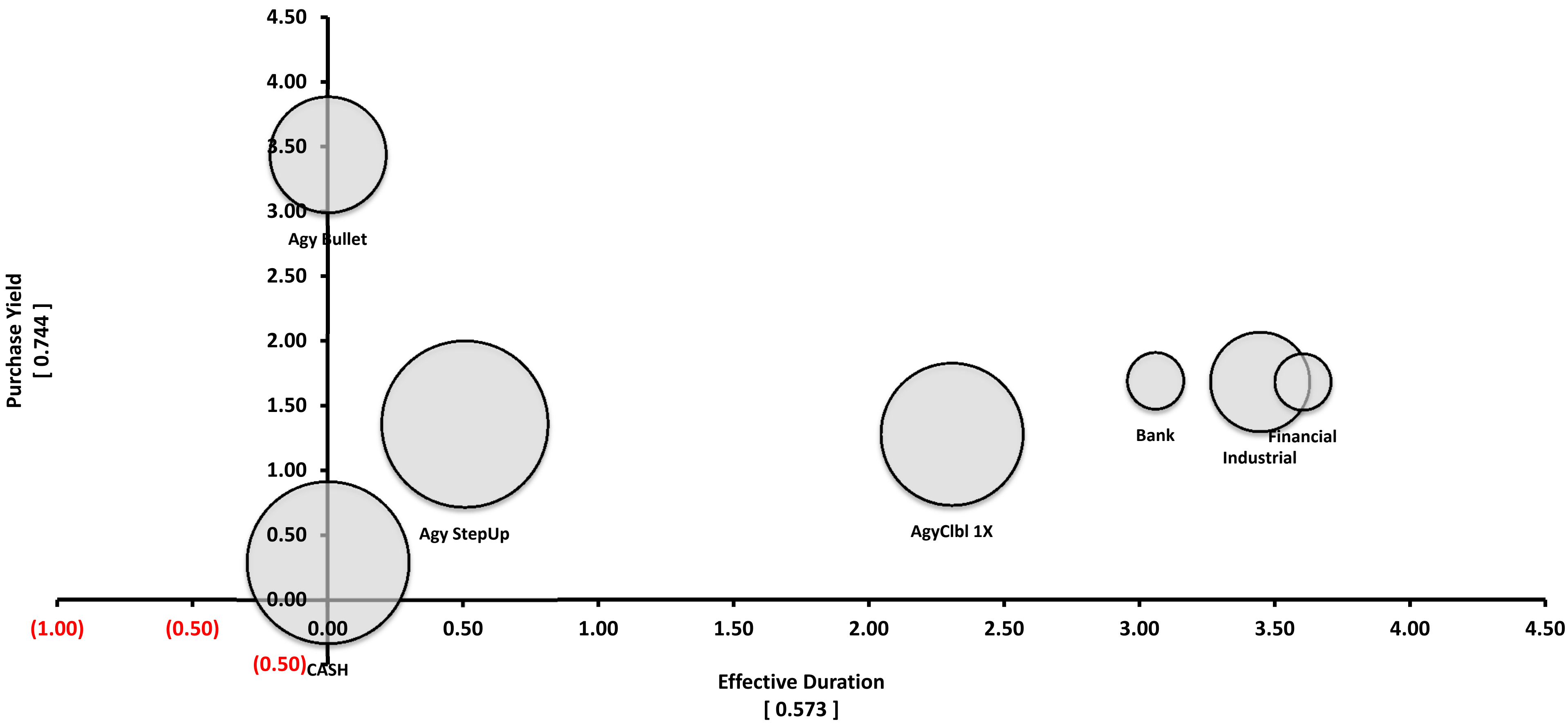
Par Amount ($000): $71,309.00 | Mkt Vlu ($000): $71,443.49 | Gain/Loss ($000) Using Amort Cost: ($20.36)

Years To Maturity: 1.42 | Modified Duration: 0.83 | Effective Duration: 0.57 | Effective Convexity: (0.39)



The analysis is provided for informational purposes and the accuracy is not guaranteed. Market prices are indications only and subject to change. Market values include accrued interest.

Woodland-20150930 (Using 09/30/15 Portfolio Data)
Effective Duration versus Purchase Yield Where Bubble Size is MktWgtd Purchase Yield [0.744]
Par Amount ($000): 71,309.00 | Effective Duration: 0.57 | OAS: 15.65



The analysis is provided for informational purposes and the accuracy is not guaranteed. Market prices are indications only and subject to change. Market values include accrued interest.

Legislation Text

10.

File #: 16-181, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: PUBLIC HEARING - Consideration of Resolutions of Necessity for Acquisitions by Eminent Domain Necessary for Kentucky Avenue Road Widening Project, CIP 04-07

Recommendation for Action: Staff recommends that the City Council:

1. Conduct a public hearing to consider the adoption of the Resolutions of Necessity, including providing all interested parties of the affected properties, and their attorneys or representatives, an opportunity to appear and be heard on the issues relevant to the Resolutions of Necessity; and
2. Make the following findings as hereinafter described in this report:
    a. The public interest and necessity require the proposed project;
    b. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
    c. The real property to be acquired is necessary for the project;
    d. The offers of just compensation have been made to the property owners; and
3. Adopt Resolutions of Necessity Nos. 2015-_______, 2015-_______, 2015-_______, 2015-_______, 2015-_______, 2015-_______, and 2015-_______ for the City of Woodland, declaring that the acquisitions of easement interests in portions of certain real property by eminent domain, more particularly described as Assessor Parcel Number (APN) 005-692-002 (704 Kentucky Avenue, Woodland, CA), APN 005-750-001 (610 Kentucky Avenue, Woodland, CA), APN 027-340-015 (555 Kentucky Avenue, Woodland, CA), APN 027-340-021 (601-611 Kentucky Avenue, Woodland, CA), APN 027-340-025 (39542 Kentucky Avenue, Woodland, CA), APN 027-340-029 (575 Kentucky Avenue, Woodland, CA), and APN 027-340-017 (621 Kentucky Avenue, Woodland, CA), are necessary for the Kentucky Avenue Road Widening and Complete Streets Project, CIP 04-07 (“Project”), in the City of Woodland.

Staff Contact

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

Fiscal Impact

The approved Capital Budget includes $15.3 million in funding for the Project consisting of $13 million SACOG grant, $1.7 million Measure E, $300,000 Water Enterprise and $300,000 Sewer Enterprise funding. Measure E funding is anticipated to fund expenses associated with right-of-way, utility relocation, and railroad crossing improvements.

Report in Brief

The City has been in the process of seeking acquisition of property necessary for the Kentucky Avenue Road Widening and Complete Streets Project. Agreement has been reached with some of the affected property owners. However, this process has been unsuccessful to date for some of the easement acquisitions required for the Project: APN 005-692-002 (704 Kentucky Avenue, Woodland, CA), APN 005-750-001 (610 Kentucky Avenue, Woodland, CA), APN 027-340-015 (555 Kentucky Avenue, Woodland, CA), APN 027-340-021 (601-611 Kentucky Avenue, Woodland, CA), APN 027-340-025 (39542 Kentucky Avenue, Woodland, CA), APN 027-340-029 (575 Kentucky Avenue, Woodland, CA), and APN 027-340-017 (621 Kentucky Avenue, Woodland, CA). Therefore, staff is requesting the City Council to adopt Resolutions of Necessity that would allow the City to move forward with the acquisitions via eminent domain proceedings, if necessary, to securing financing and meet desired construction time frames associated with the Project. Adoption of the Resolutions of Necessity does not necessarily mean the City will acquire the needed easements via court proceedings. The City will continue to negotiate with the property owners to try and reach an agreement to purchase the needed easements.

Background

The Kentucky Avenue Road Widening and Complete Streets Project, CIP 04-07 ("Project") will reconstruct the pavement and widen Kentucky Avenue to 4-lanes from East to College streets. The project will also reconstruct the roadway and make operational improvements from College to West streets. The project will transform this section of Kentucky Avenue into a complete street providing improved facilities for all modes of travel.

The Project's design contract was authorized by the City Council on February 5, 2013 to PSOMAS including, among other tasks, right-of-way acquisition services.

The environmental impacts of the Project have been analyzed with an initial study and a mitigated negative declaration. Council approved the Mitigated Negative Declaration on October 21, 2014 and a notice of determination was filed on or about October 24, 2014. Caltrans approved a Categorical Exclusion pursuant to the National Environmental Policy Act ("NEPA"), as required by Caltrans, on January 21, 2015.

The City sent the affected property owners with notices of the City's decision to appraise the properties, the properties were then appraised, and the City made offers to the record owners, pursuant to California Government Code § 7267.2. City staff and the City's right-of-way agent, Tom Ganyon of Bender Rosenthal, Inc. ("BRI") has been working diligently with property owners, but has been unsuccessful to date in negotiating a voluntary purchase of the necessary easement interests from the property owners identified below.

Since an agreement has not yet been reached with some of the property owners and the City is facing upcoming deadlines for construction, the City is being asked to consider the adoption of Resolutions of Necessity for those particular properties declaring that the acquisition of easement interests in portions of certain real property by eminent domain is necessary for the Project. Negotiations are ongoing and further negotiations are not precluded by the holding of the hearing or the City's adoption of the Resolutions of Necessity.

Discussion

Hearing and Required Findings:

The Resolutions of Necessity would authorize the City to acquire by eminent domain easement interests in portions of the following certain real property:

APN 005-692-002 (704 Kentucky Avenue), located in the City of Woodland, is owned by Elizabeth Crum. The property contains approximately 0.86 acres (37,322± square feet) and contains a single family residence along with 3 rental units; a duplex and a converted garage. The City desires to acquire 0.054 acres (2,352± square feet) of permanent easement and a five (5) foot wide temporary construction easement 0.013 acres (566± square feet) as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will not affect any structures on the property and will not displace any of the residents on the property.

APN 005-750-001 (610 Kentucky Avenue), located in the City of Woodland, is owned by Mark Milton and Victoria Martucci. The property contains approximately 0.865 acres (37,679± square feet) and contains a single family residence. The City desires to acquire 0.054 acres (2,373± square feet) of permanent easement and a five (5) foot wide temporary construction easement 0.014 acres (593± square feet) as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will not affect any structures on the property and will not displace any of the residents on the property.

APN 027-340-015 (555 / 565 Kentucky Avenue), located in the City of Woodland, is owned by ICH, Inc. and DDD Partnership Company (c/o Dan Dowling). The property contains approximately 1.87 acres (81,277 square feet) and contains two businesses in separate metal buildings. The City desires to acquire 0.061 acres (2,678± square feet) of permanent easement and a ten (10) foot wide temporary construction easement 0.051 acres (2,232± square feet) as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will not affect any structures on the property and will not displace any of the tenants on the property.

APN 027-340-021 (601-617 Kentucky Avenue), located in the City of Woodland, is owned by ICH, Inc. and DDD Partnership Company (c/o Dan Dowling). The property contains approximately 1.87 acres (81,277± square feet) and contains three businesses housed in three (3) buildings; two (2) retail sale operations and one (1) warehouse. The City desires to acquire 0.164 acres (7,142± square feet) of permanent easement and a ten (10) foot wide temporary construction easement 0.051 acres (2,232± square feet) as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will not affect any structures on the property and will not displace any of the tenants on the property.

APN 027-340-025 (39542 Kentucky Avenue), located in the City of Woodland, is owned by North Kentucky Partners II (c/o Dan Dowling). The property contains approximately 5.52 acres (240,451± square feet) and contains a restaurant business (Elephant Shack). The City desires to acquire 0.156 acres (6,809± square feet) of permanent easement and 0.153 acres (6,674± square feet) of temporary construction easement as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will not affect any structures on the property and will not displace any of the tenants on the property.

APN 027-340-029 (575 Kentucky Avenue), located in the City of Woodland, is owned by North Kentucky Partners II (c/o Dan Dowling). The property contains approximately 2.11 acres (91,912 square feet) in a "T" shape configuration with the bottom of the "T" fronting on Kentucky Avenue. The parcel is vacant and is utilized as plottage to the adjoining parcels owned by the same ownership. The City desires to acquire 0.017 acres (720± square of permanent easement) and a ten (10) foot wide temporary construction easement 0.014 acres (600± square feet) as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will not have a dramatic effect to the property as the area of acquisition is a small portion of the bottom of the "T."

APN 027-340-017 (621 Kentucky Avenue), located in the City of Woodland, is owned by North Kentucky Partners II (c/o Dan Dowling). The property contains approximately1.47 acres (64,033± square feet) and contains a residence with garage and a "granny unit." The City desires to acquire 0.104 acres (4,526± square feet) of permanent easement and a ten (10) foot wide temporary construction easement 0.032 acres (1,415± square feet) as identified on the legal description and depicted on the map attached to the proposed Resolution of Necessity. The proposed easement acquisition will affect the residence on the property. The affected tenants are being relocated.

The California Eminent Domain Law provides that a public entity may not commence an eminent domain proceeding until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing has given each party with and interest in the affected property, or their representatives, a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

A notice of hearing was mailed on October 12, 2015 by overnight mail to the property owners. Additional notices were mailed on October 30, 2015 by overnight mail to the property owners advising them that the hearing on the Resolutions of Necessity was moving from November 3 to November 17, 2015. The notices stated the City's intent to consider the adoption of the resolutions, the right of each person to appear and be heard on these issues, and that the failure to file a written request to appear would result in a waiver of the right to appear and be heard. The only request received, by the City Clerk to date,was from attorney Robert Nakken on behalf of Elizabeth J. Crum. A copy of Mr. Nakken's letter is attached to this staff report. In response to the letter, City staff and the City's Project consultants met with Mr. Nakken, Mrs. Crum, and her daughter on October 29, 2015 to discuss the Crum's concerns with the Project.

The four required findings stated above are addressed as follows:

1. The Public Interest and Necessity Require the Proposed Project

The acquisition is required for, and will benefit, the community by improving traffic, pedestrian, and bicyclist safety. The Project involves the widening, reconstruction, and upgrade of Kentucky Ave (West St to East St), a main thoroughfare in the City of Woodland. The Project includes:

- West Street to College Street - a two-way left turn lane, bike lanes, and improved sidewalk.
- College St to East Street - a divided four-lane configuration w/bike lanes, sidewalks & landscape planters.
- Improvements to College Street (Kentucky Avenue to Topaz Way) with added sidewalks, replaced/relocated curb and gutter, pavement rehab, and striping.

- Improvements also include reconstruction of pavement within project limits, new curbed medians, a new traffic signal at College Street, a reconfigured traffic signal at East Street, a complete upgrade to City street lighting, two widened railroad crossings with upgraded warning signals, landscaping, and master-planned upgrades to City utilities.

2. The Project is Planned or Located in an Manner that will be Most Compatible with the Greatest Public Good and Least Private Injury

Kentucky Avenue is one of the City's main thoroughfares and provides a connection between the eastern and western parts of the City for both residential and industrial properties. The public good will be served by improving vehicular, pedestrian, and bicycle circulation, and by the rehabilitation of roadway segments, curbs, gutters, and sidewalks in the vicinity along Kentucky Avenue, which are in serious need of repair and improvement. The City has worked diligently to limit the Project's impacts, to minimize the acquisition areas, and limit them to the extent possible for road rights-of-way and public utility easements. For example, adjustments have been made to maintain property accessibility and protect trees to the extent feasible. The proposed construction concept for the Project has been configured to minimize the impacts to the area and the adjacent parcels. The City has already negotiated agreements with several other parcel owners for the purchase of the Project's required rights-of-way and easements.

3. The Real Property Interests Sought to be Acquired are Necessary for the Proposed Project

As described above, a careful analysis of Project and affected properties that would be usable for this Project has been performed, and this parcel meet all of the desired characteristics in an acceptable manner. Such characteristics include proximity and access to the affected improvements. The parcels at issue tonight are in a critical path that mandates the City's need to gain access for construction and maintenance of the Project.

4. The Offer of Just Compensation Has Been Made

The City retained the services of BRI as the right-of-way agent to acquire the properties in question. Appraisals were prepared by a certified general real estate appraiser, David B. Wraa, MAI, to establish fair market value of the properties. The City then made offers of just compensation to the property owners as required by Section 7267.2 of the California Government Code for the full just compensation amount established by the independent appraisals. Although a negotiated settlement may still be possible for the real properties cited above, it would be appropriate to commence the procedures to acquire the properties through eminent domain at this time to ensure that the properties will be available to secure financing and meet the desired construction time frame.

A four-fifths vote of the City Council is required to adopt the Resolution of Necessity**.**

The Council's adoption of the Resolutions of Necessity does not mean the City will acquire the needed easements via court proceedings. The City will continue to negotiate with the property owners towards an agreement to purchase the needed easements.

<u>Conclusion</u>

Staff recommends that the City Council:

1. Conduct a public hearing to consider the adoption of the Resolutions of Necessity, including providing all interested parties of the affected properties, and their attorneys or representatives, an opportunity to appear and be heard on the issues relevant to the Resolutions of Necessity; and
2. Make the following findings as hereinafter described in this report:
   a. The public interest and necessity require the proposed project;
   b. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
   c. The real property to be acquired is necessary for the project;
   d. The offers of just compensation have been made to the property owners; and
3. Adopt Resolutions of Necessity Nos. 2015-_______, 2015-_______, 2015-_______, 2015-_______, 2015_______, 2015-_______, and 2015-_______ for the City of Woodland, declaring that the acquisitions of easement interests in portions of certain real property by eminent domain, more particularly described as Assessor Parcel Number (APN) 005-692-002 (704 Kentucky Avenue, Woodland, CA), APN 005-750-001 (610 Kentucky Avenue, Woodland, CA), APN 027-340-015 (555 Kentucky Avenue, Woodland, CA), APN 027-340-021 (601-611 Kentucky Avenue, Woodland, CA), APN 027-340-025 (39542 Kentucky Avenue, Woodland, CA), APN 027-340-029 (575 Kentucky Avenue, Woodland, CA), and APN 027-340-017 (621 Kentucky Avenue, Woodland, CA), are necessary for the Kentucky Avenue Road Widening and Complete Streets Project, CIP 04-07, in the City of Woodland.

Prepared by: Diana Ayón, Associate Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS:

Attachments A - (7) Resolutions of Necessity Nos. 2015-______, 2015-_______, 2015_______, 2015-_______, 2015-_______, 2015-_______, and 2015-_______.
Attachments B - (3) Notices of Intent to Property Owners - mailed on October 12, 2015
Attachments C - (7) Notices of Revised Hearing Date - mailed on October 30, 2015
Attachment D - (1) Letter from Robert Nakken of Gardner, Janes, Nakken, Hugo & Nolan, dated October 20, 2015 re Request for Hearing Time on behalf of Elizabeth J. Crum

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 005-692-002, BY EMINENT DOMAIN, IS NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs address of 704 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 005-692-002, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

Section 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____
City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____
Ana, Gonzalez City Clerk of the City of Woodland

____
Mayor of the City of Woodland

ATTEST

____
Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

82093.00054\21226098.3

A Portion of
APN 005-692-002
The County of Yolo
Right of Way Easement
February 11, 2015
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20100028989, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 720.49 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 20100028989, Official Records of said County, said point also being the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 117.00 feet along the northerly line of said lands to the northeasterly corner of said lands; thence leaving last said line South 00°24'07" West 20.00 feet along the easterly line of said lands; thence leaving last said line North 89°59'25" West 117.00 feet to the westerly line of said lands; thence along last said line North 00°24'07" East 20.00 feet to the **POINT OF BEGINNING**.

Containing 2,340 square feet (0.054 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

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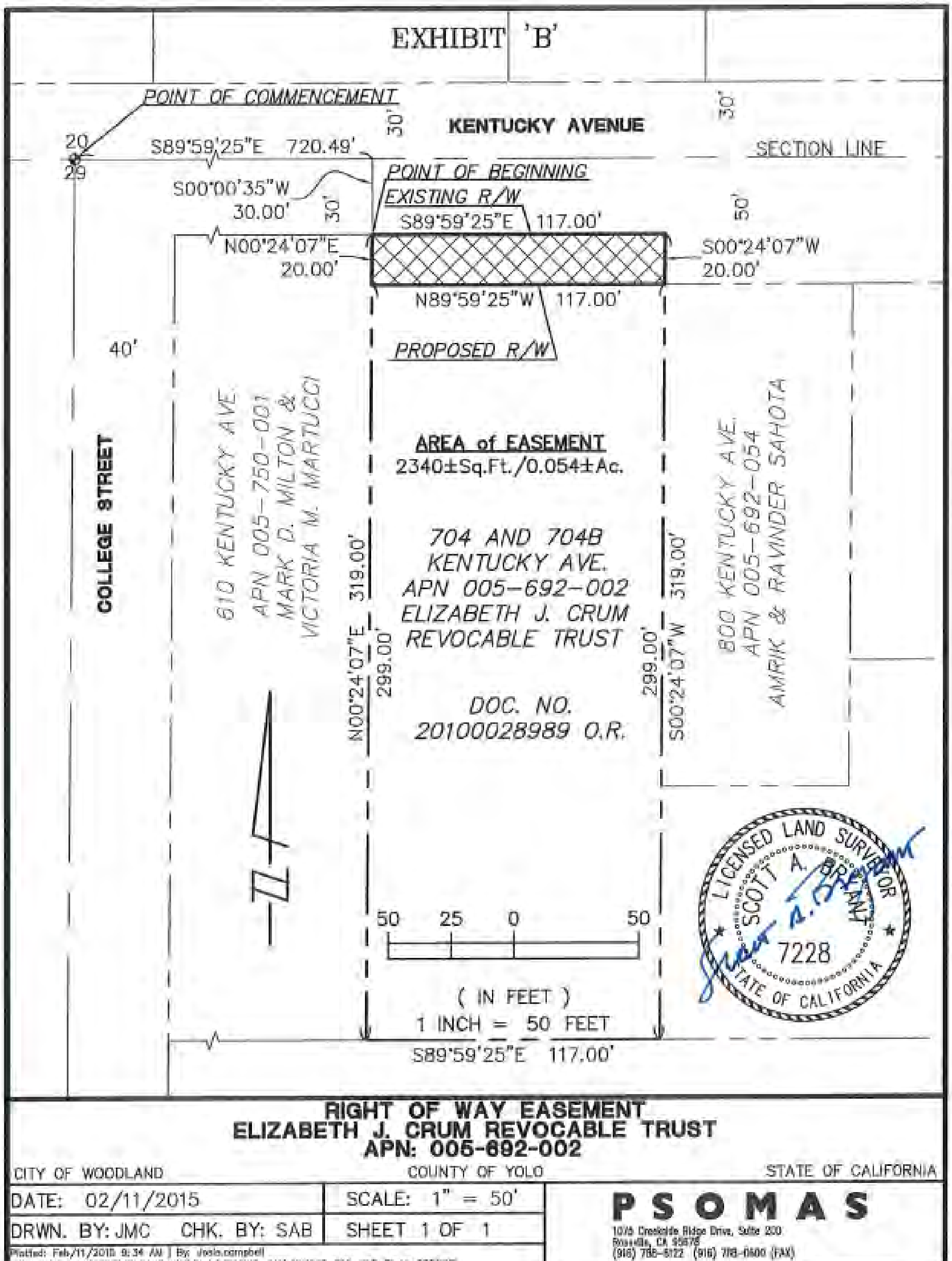


EXHIBIT 'B'
POINT OF COMMENCEMENT
KENTUCKY AVENUE
30'
30'
20
29
S89°59'25"E 720.49'
SECTION LINE
POINT OF BEGINNING
S00°00'35"W
30.00'
EXISTING R/W
30'
50'
S89°59'25"E 117.00'
N00°24'07"E
20.00'
S00°24'07"W
20.00'
N89°59'25"W 117.00'
40'
PROPOSED R/W
AREA of EASEMENT
2340±Sq.Ft./0.054±Ac.
COLLEGE STREET
610 KENTUCKY AVE.
APN 005-750-001
MARK D. MILTON &
VICTORIA M. MARTUCCI
704 AND 704B
KENTUCKY AVE.
APN 005-692-002
ELIZABETH J. CRUM
REVOCABLE TRUST
DOC. NO.
20100028989 O.R.
N00°24'07"E 299.00' 319.00'
S00°24'07"W 299.00' 319.00'
800 KENTUCKY AVE.
APN 005-692-054
AMRIK & RAVINDER SAHOTA
N
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
S89°59'25"E 117.00'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
RIGHT OF WAY EASEMENT
ELIZABETH J. CRUM REVOCABLE TRUST
APN: 005-692-002
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 02/11/2015
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS

A Portion of
APN 005-692-002
The County of Yolo
Temporary Construction Easement
November 10, 2015

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20100028989, Official Records of Yolo County, being described as follows:

A strip of land 5.00 feet wide lying southerly of the following described line;

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 720.49 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 20100028989, Official Records of said County, thence along the westerly line of said lands South 00°24'07" West 20.00 feet to the **POINT OF BEGINNING**; thence leaving last said line, parallel with the northerly line of said lands South 89°59'25" East 117.00 feet, to the easterly line of said lands and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to begin at the easterly line of said parcel and terminate at the westerly line of said parcel.

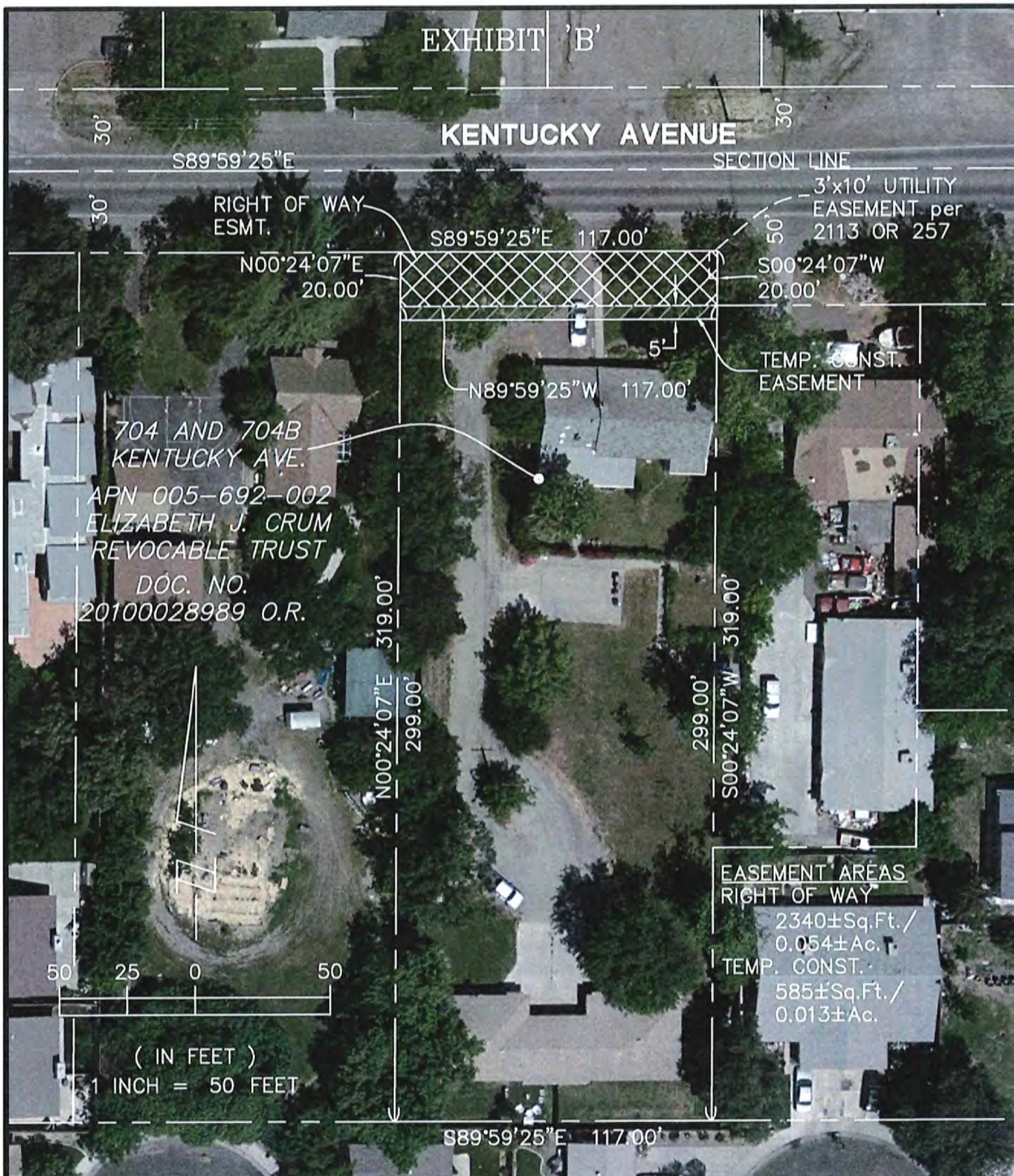
Containing 585 square feet (0.013 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA



APPRAISAL PLAT
ELIZABETH J. CRUM REVOCABLE TRUST
APN: 005-692-002

CITY OF WOODLAND	COUNTY OF YOLO	STATE OF CALIFORNIA

DATE: 11/10/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Nov/10/2015 10:26 AM | By: Josie.campbell
DWG: P:\6WOO010200\SURVEY\DWG\Plots\EXHIBIT-JMC\AppraisalPlots\APN005-692-002-23T-Appraisal.DWG

City of Woodland

October 9, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APNs: 027-340-015, 027-340-021, 027-340-017; 027-340-025 & 027-340-029
Grantor: ICH and DDD Partnership and North Kentucky Partners II

ICH Inc. and DDD Partnership and
North Kentucky Partners II
c/o Dan Dowling
39542 Kentucky Avenue
Woodland, CA 95695

Dear Mr. Dowling,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

You are hereby notified that the City Council of the City of Woodland at its meeting to be held at City Hall on **November 3, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Road Widening Project. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the Adoption and within six months of the Adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 3, 2015 hearing before the City Council – likely the week of October 26, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 3, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

Attachments

RIGHT OF WAY EASEMENT
ICH, INC.
APN: 027-340-015

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 10:39 AM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plots\EXHIBIT-JMC\AppraisalPlats\APN027-340-015-15T-Appraisal.DWG

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along the said section line South 89°59'25" East 126.83 feet; thence laving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point is also the southwest corner of that certain Highway Easement Deed recorded in Book 1728, Page 63, Official Records, of said County, thence along the west line of said Highway Easement (said line also being the west line of the lands described in said Grant Deed) North 00°01'25" East 20.00 feet to the northwest corner of said Highway Easement, said corner also being the **POINT OF BEGINNING**; thence leaving said lands, continuing along the west line of said lands described in said Grant Deed, North 00°01'25" East 12.00 feet; thence leaving last said line South 89°59'25" East 223.16 feet to the easterly line of said lands; thence continuing along last said line South 00°01'25" West 12.00 feet to the northeast corner of lands said described in said Highway Easement; thence along the north line of said lines North 89°59'25" West 223.16 feet to the **POINT OF BEGINNING.**

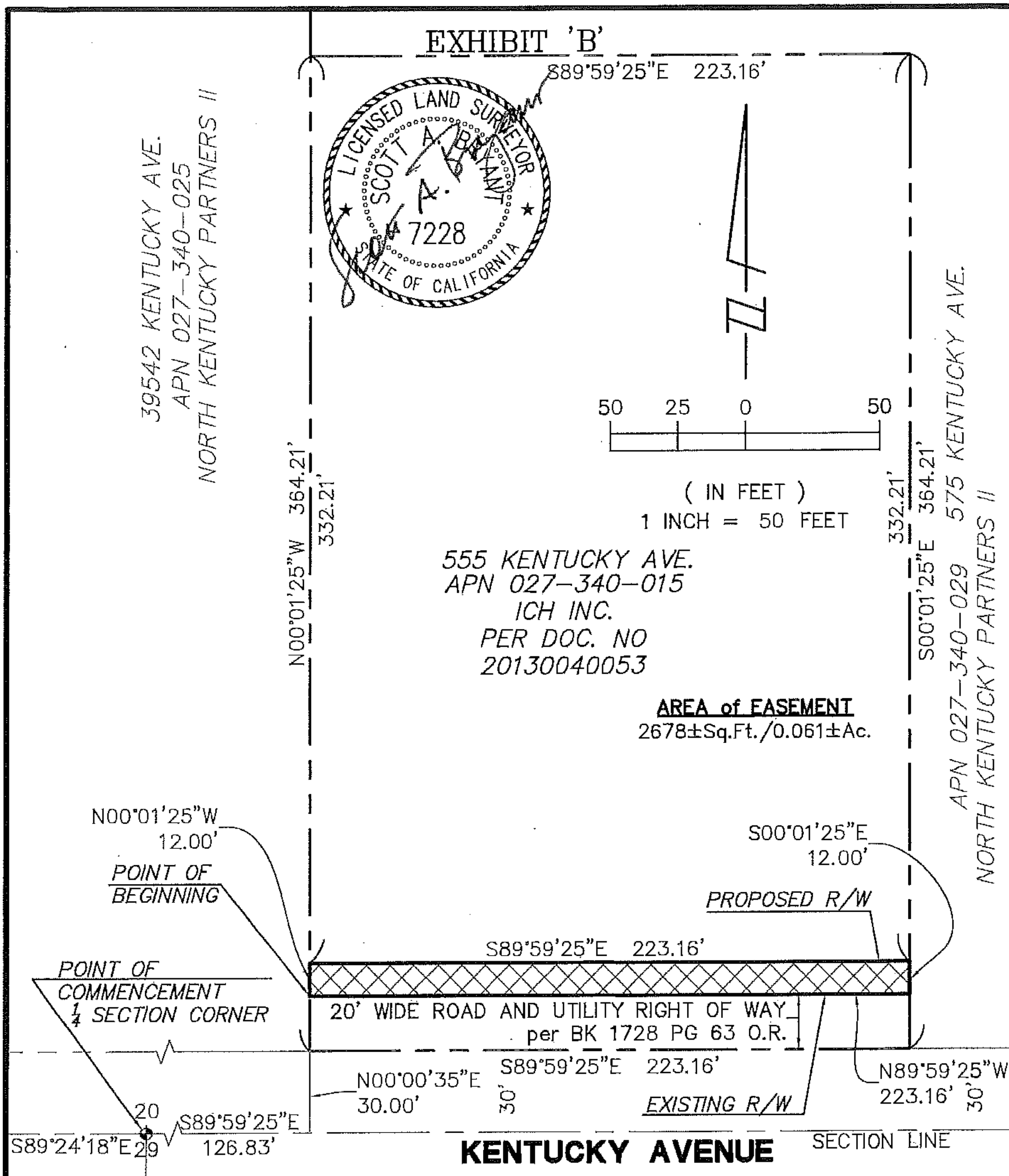
Containing 2,678 square feet (0.061 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA



RIGHT OF WAY EASEMENT
ICH, INC.
APN: 027-340-015

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 7:25 AM | By: Josie.campbell
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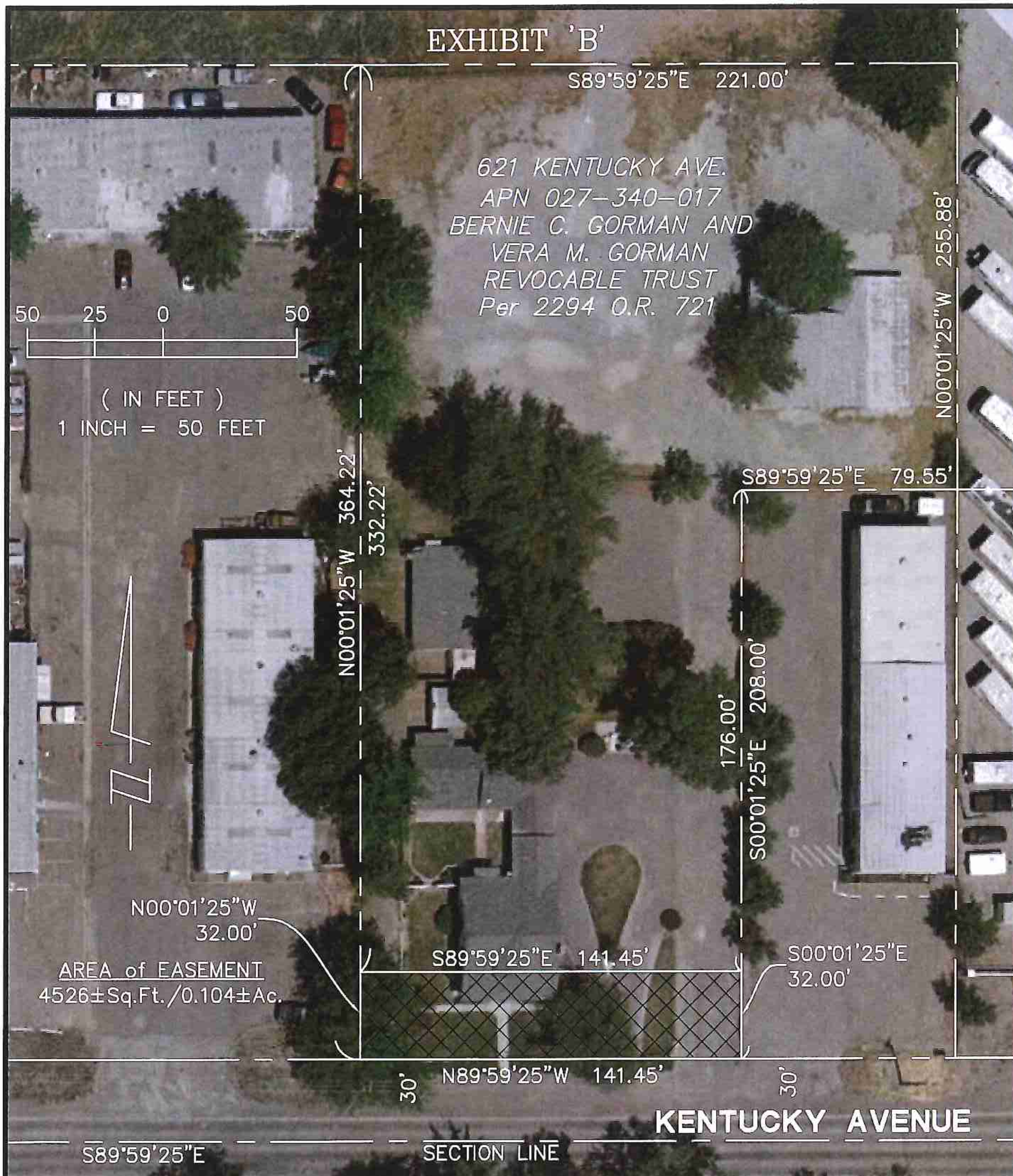


APPRAISAL PLAT
BERNIE C. GORMAN AND VERA M. GORMAN REVOCABLE TRUST
APN: 027-340-017

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 10:50 AM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-017-18T-Appraisal.DWG

A Portion of
APN 027-340-017
The County of Yolo
Right of Way Easements
October 8, 2014
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 8 as described in that certain deed recorded in Book 2294, at Page 721, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 633.18 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 8 recorded in Book 2294, at Page 721, Official Records of said County, and the **POINT OF BEGINNING**; thence along the westerly line of said Parcel 8 North 00°01'25" East 32.00 feet; thence leaving last said line South 89°59'25" East 141.45 feet to the easterly line of said Parcel 8; thence along last said line South 00°01'25" East 32.00 feet to a point which lies on the northerly right of way of said Kentucky Avenue, said point is also the southeasterly corner of said Parcel 8; thence along the last said line North 89°59'25" West 141.45 feet to the **POINT OF BEGINNING**.

Containing 4,526 square feet (0.104 acres), more or less.

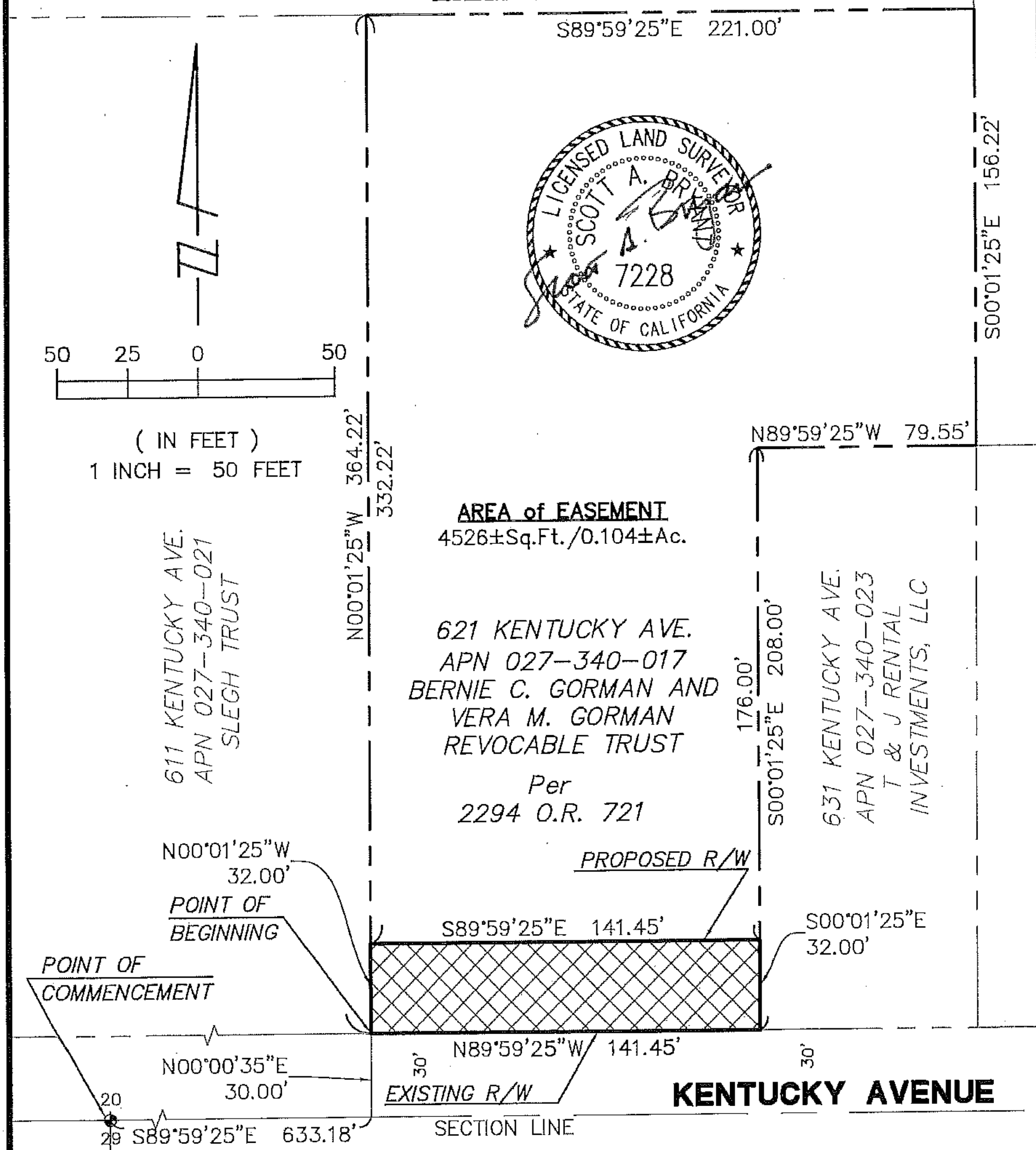
The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

EXHIBIT 'B'

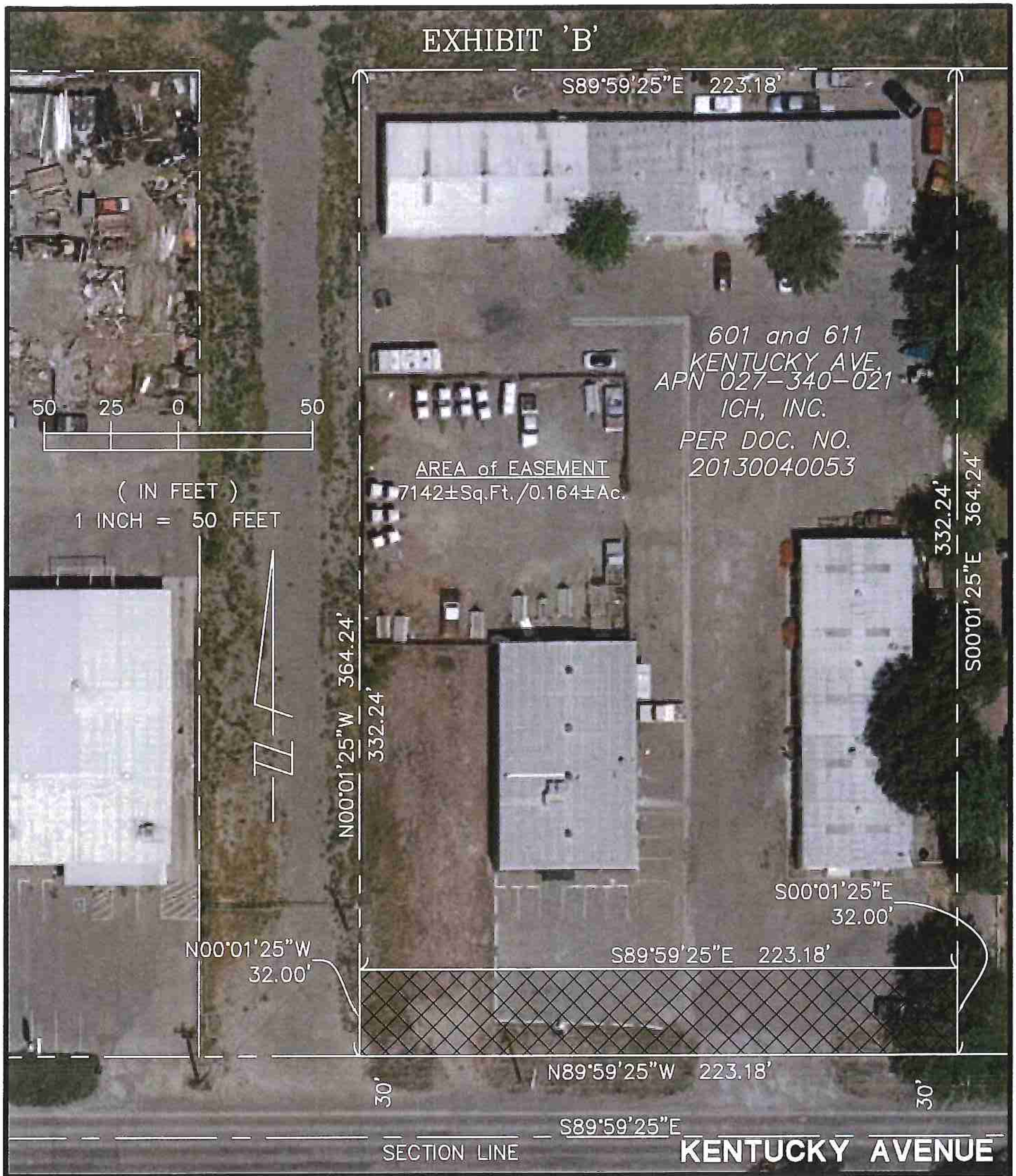


RIGHT OF WAY EASEMENT
BERNIE C. GORMAN AND VERA M. GORMAN REVOCABLE TRUST
APN: 027-340-017

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 1:02 PM | By: Josie.compbell
DWG: P:\6WO0010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-017-Plats-18T.DWG



APPRAISAL PLAT
ICH, INC.
APN: 027-340-021

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 10:59 AM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-021-17T-Appraisal.DWG

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 410.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of Kentucky Avenue, said point being the southwesterly corner of said grant deed, said point also being also the **POINT OF BEGINNING**; thence North 00°01'25" West 32.00 feet along the west line of said grant deed; thence leaving last said line South 89°59'25" East 223.18 feet to the easterly line of said grant deed; thence along last said line South 00°01'25" East 32.00 feet to the northerly line of said Kentucky Avenue; thence along last said line North 89°59'25" West 223.18 feet to the **POINT OF BEGINNING**.

Containing 7,142 square feet (0.164 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

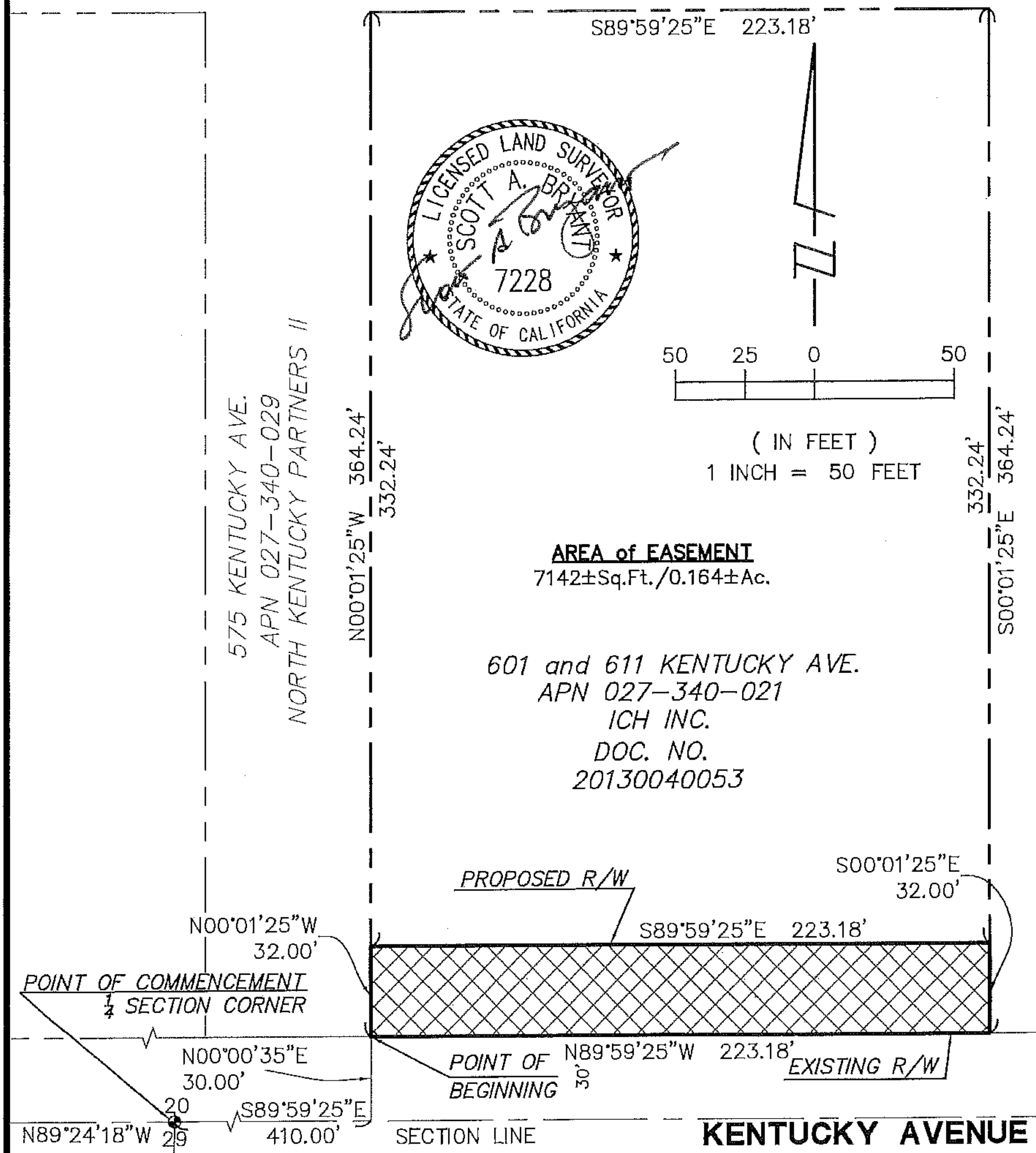
A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-021.docx

EXHIBIT 'B'



RIGHT OF WAY EASEMENT
ICH INC.
APN: 027-340-021

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 03/05/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Mar/05/2015 8:07 AM | By: Josie.campbell
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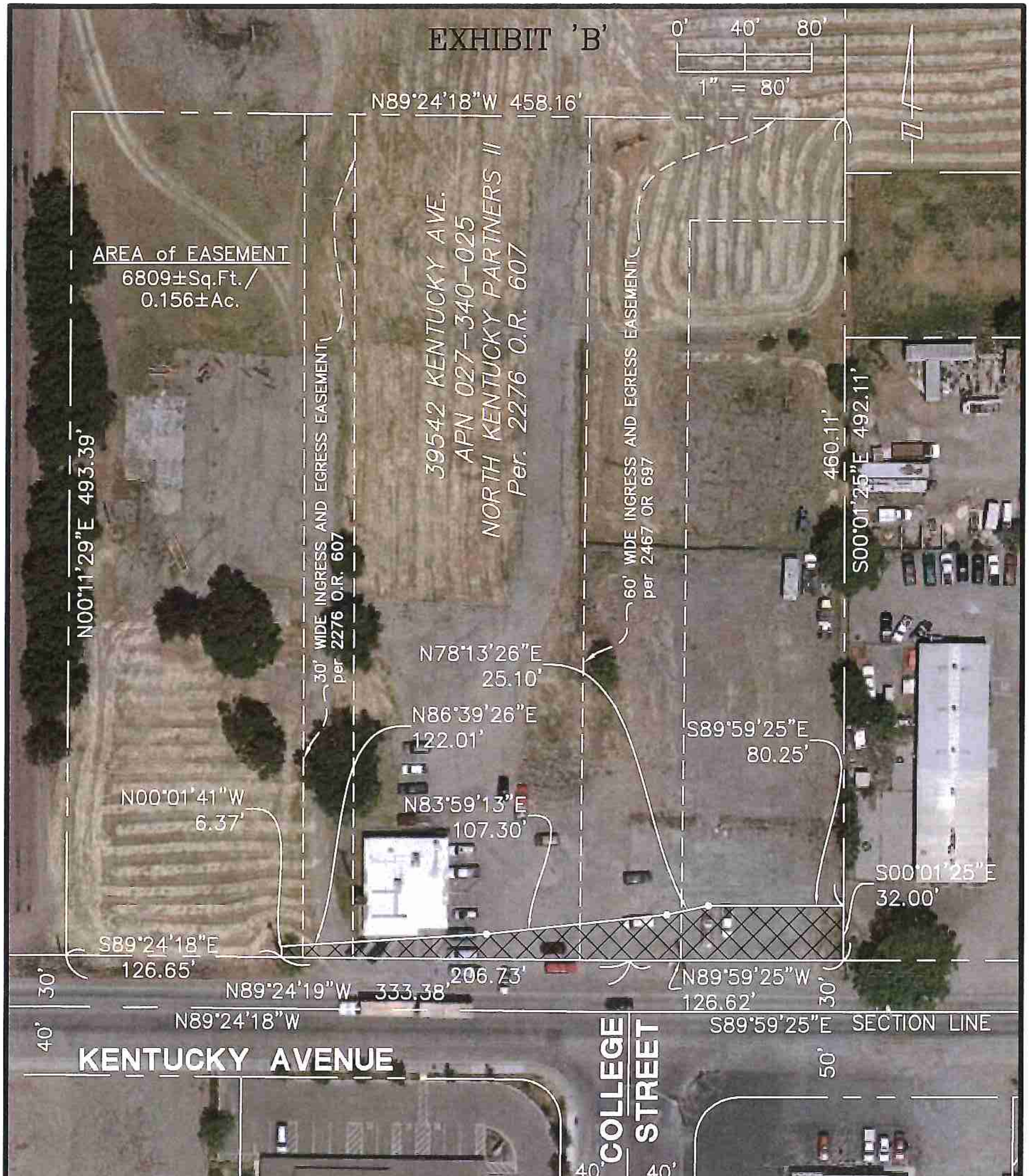


APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-025

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 80'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 11:04 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-025-14T-Appraisal.DWG

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain Certificate of Compliance for Lot line Elimination or Adjustment recorded in Book 2276, Page 607, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence westerly along said section line North 89°24'18" West 333.59 feet; thence leaving last said line North 00°35'42" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point being the intersection of said northerly right of way with the westerly line of said lands; thence along last said line South 89°24'18" East 126.77 feet to the **POINT OF BEGINNING**; thence leaving last said line North 00°01'41" West 6.37 feet; thence North 86°39'26" East 122.01 feet; thence North 83°59'13" East 107.30 feet; thence North 78°13'26" East 25.10 feet; thence South 89°59'25" East 79.89 feet to easterly line of said lands; thence along last said line South 00°00'59" West 32.00 to the northerly right of way of Kentucky Avenue; thence along said northerly right of way North 89°59'25" West 126.46 feet; thence continuing along last said line North 89°24'18" West 206.51 feet to the **POINT OF BEGINNING**.

Containing 6,797 square feet (0.156 acres), more or less.

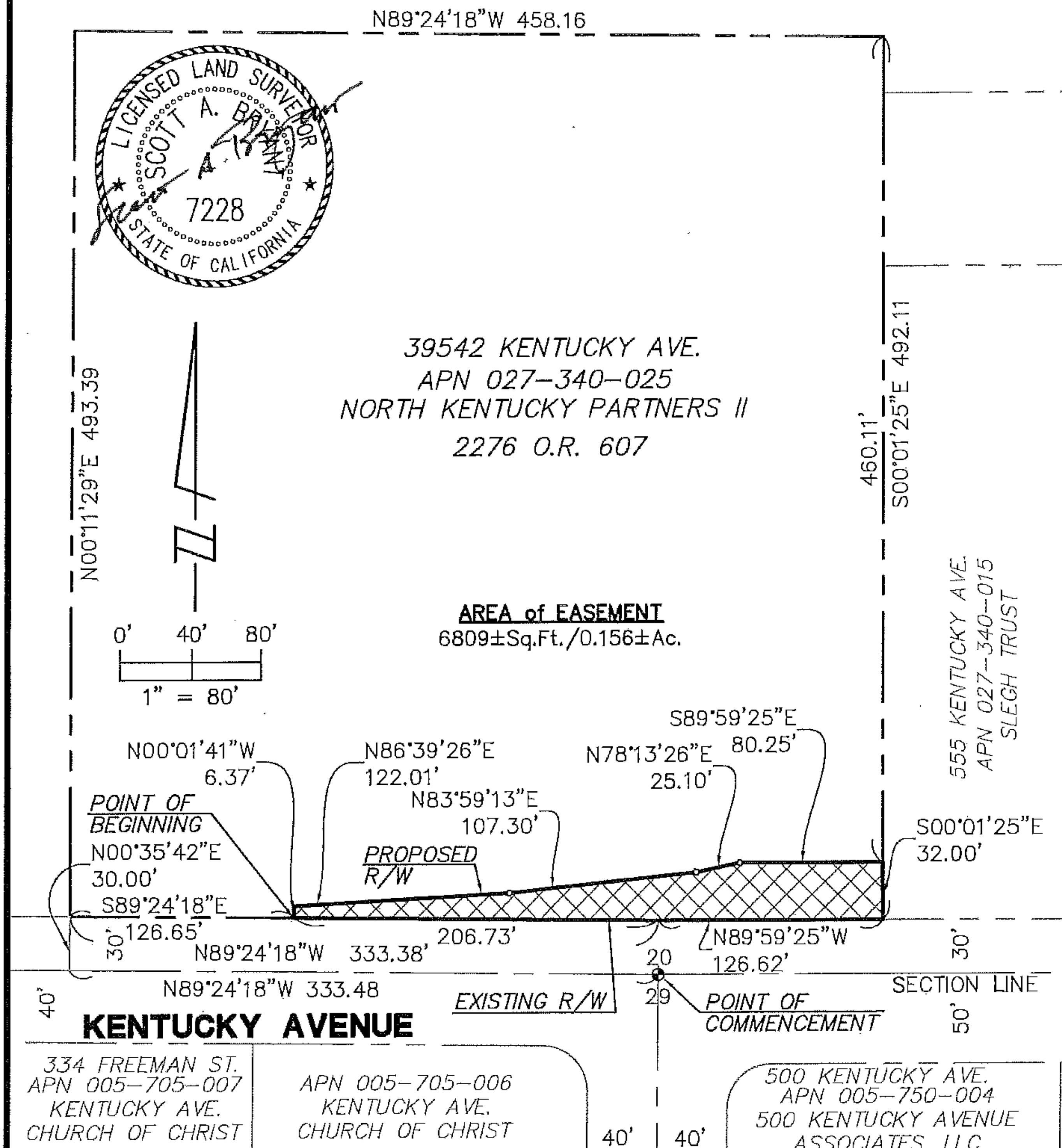
The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

EXHIBIT 'B'



RIGHT OF WAY EASEMENT
NORTH KENTUCKY PARTNERS II
APN: 027-340-025

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 80'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 7:05 AM | By: Josie.campbell
DWG: P:\6WOO010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-025-Plats-14T.DWG

APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-029

CITY OF WOODLAND — COUNTY OF YOLO — STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 60'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 11:09 AM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-029-16T-Appraisal.DWG

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 3 as described on that certain parcel map recorded in Book 10, at Page 94 and 95, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 350.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 3 recorded in Book 10, at Page 94 and 95, Official Records of said County; thence northerly along the westerly line of said Parcel 3 North 00°01'25" East 20.00 feet to the **POINT OF BEGINNING**; thence continuing along last said line North 00°01'25" East 12.00 feet; thence leaving last said line South 89°59'25" East 60.00 feet to the easterly line of said Parcel 3; thence along last said line South 00°01'25" West 12.00 feet to a point which lies 20.00 feet northerly along last said line from the southeasterly corner of said Parcel 3; thence leaving the last said line North 89°59'25" West 60.00 feet to the **POINT OF BEGINNING**.

Containing 720 square feet (0.017 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYAN
No. 7228
STATE OF CALIFORNIA

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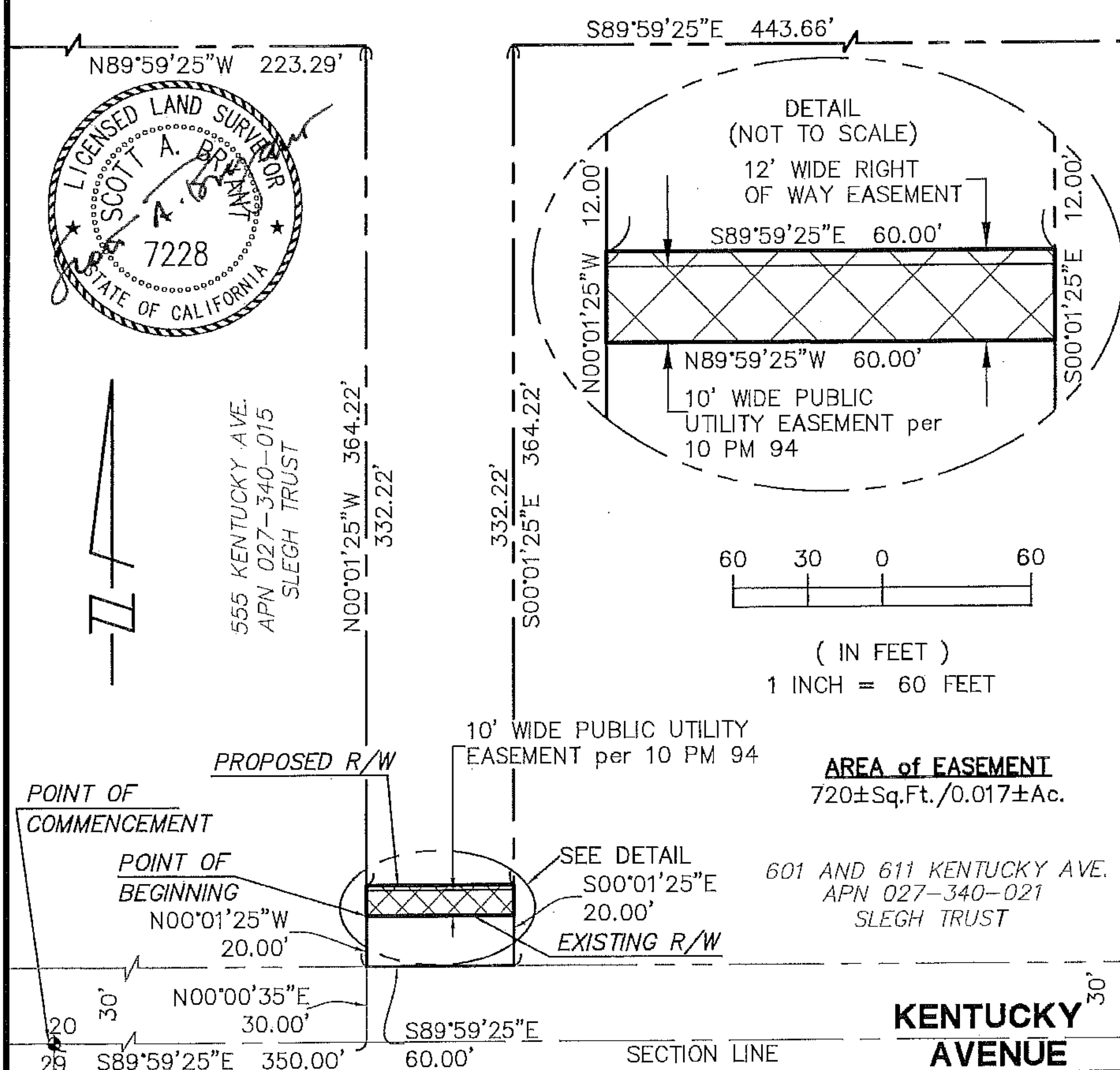
EXHIBIT 'B'

575 KENTUCKY AVE.
APN 027-340-029
NORTH KENTUCKY PARTNERS II
PARCEL 3
per 10 PM 95



RIGHT OF WAY EASEMENT
NORTH KENTUCKY PARTNERS II
APN: 027-340-029

CITY OF WOODLAND	COUNTY OF YOLO	STATE OF CALIFORNIA
DATE: 10/08/2014	SCALE: 1" = 60'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 8:09 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\APN027-340-029-Plats-16T.DWG

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 005-692-002
Grantor: Elizabeth J. Crum, Trustee

Elizabeth J. Crum, Trustee
704 Kentucky Avenue
Woodland, CA 95695

REVISED HEARING DATE: NOVEMBER 17, 2015

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

Dear Ms. Crum,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

The City Council of the City of Woodland has changed the date of the meeting you previously received notification of that was to be held on November 3, 2015. You are now hereby notified that the City Council of the City of Woodland will have the meeting held at City Hall on **November 17, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the adoption and within six months of the adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 17, 2015 hearing before the City Council – likely the week of November 2, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 17, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

APPRAISAL PLAT
ELIZABETH J. CRUM REVOCABLE TRUST
APN: 005-692-002

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/24/2014	SCALE: 1" = 50'	PSOMAS 1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	

Plotted: Oct/24/2014 12:34 PM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN005-750-002-23T-Appraisal.DWG

A Portion of
APN 005-692-002
The County of Yolo
Right of Way Easement
February 11, 2015
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20100028989, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 720.49 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 20100028989, Official Records of said County, said point also being the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 117.00 feet along the northerly line of said lands to the northeasterly corner of said lands; thence leaving last said line South 00°24'07" West 20.00 feet along the easterly line of said lands; thence leaving last said line North 89°59'25" West 117.00 feet to the westerly line of said lands; thence along last said line North 00°24'07" East 20.00 feet to the **POINT OF BEGINNING**.

Containing 2,340 square feet (0.054 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\SWOO01\0200\SURVEY\LEGALS\Easements-Takes\005-692-002-2TT.docx

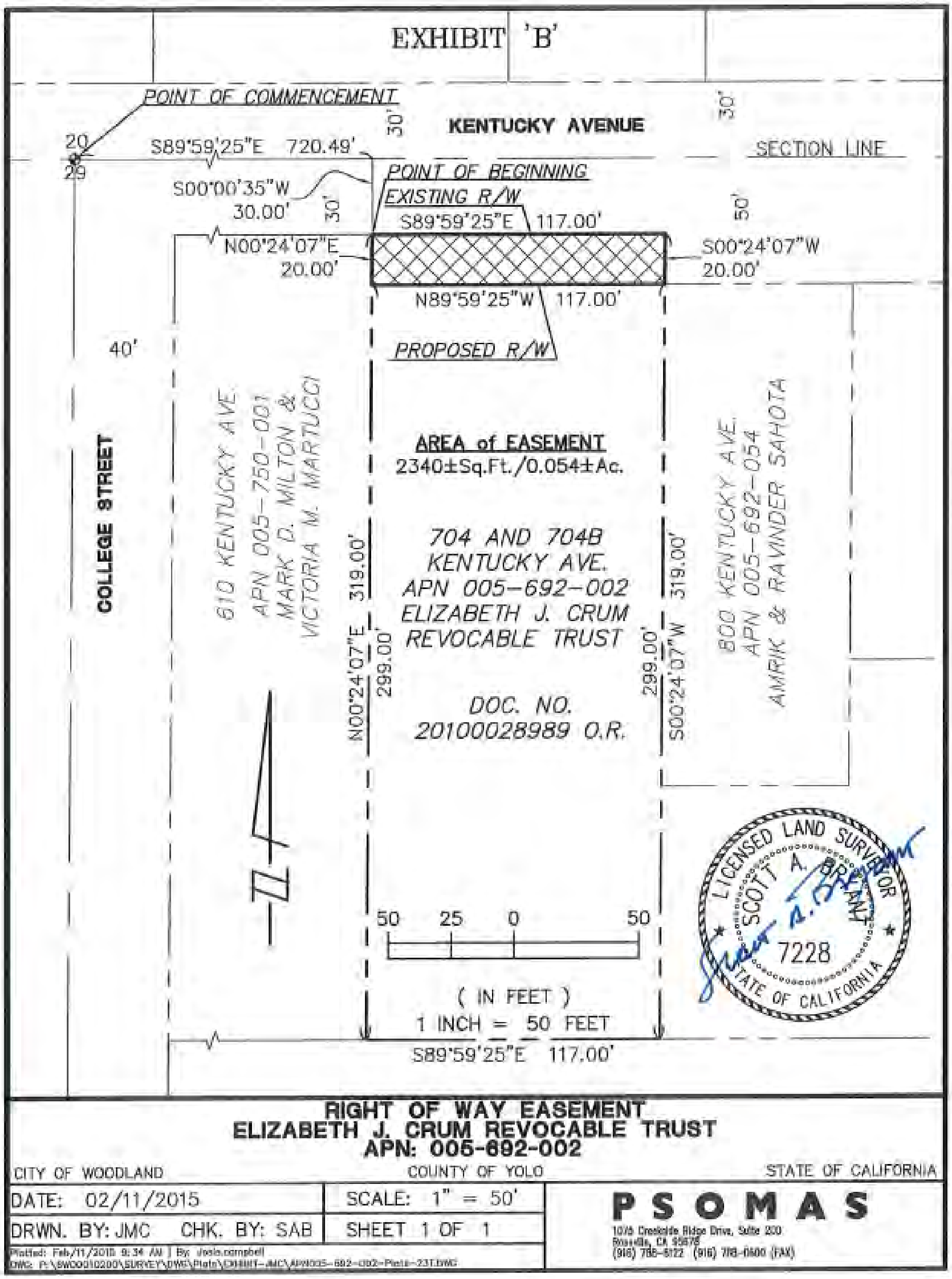


EXHIBIT 'B'
POINT OF COMMENCEMENT
KENTUCKY AVENUE
30'
30'
20
29
S89°59'25"E 720.49'
SECTION LINE
POINT OF BEGINNING
EXISTING R/W
S00°00'35"W
30.00'
30'
50'
S89°59'25"E 117.00'
N00°24'07"E
20.00'
S00°24'07"W
20.00'
N89°59'25"W 117.00'
40'
PROPOSED R/W
COLLEGE STREET
610 KENTUCKY AVE.
APN 005-750-001
MARK D. MILTON &
VICTORIA M. MARTUCCI
AREA of EASEMENT
2340±Sq.Ft./0.054±Ac.
704 AND 704B
KENTUCKY AVE.
APN 005-692-002
ELIZABETH J. CRUM
REVOCABLE TRUST
DOC. NO.
20100028989 O.R.
319.00'
N00°24'07"E
299.00'
319.00'
299.00'
S00°24'07"W
800 KENTUCKY AVE.
APN 005-692-054
AMRIK & RAVINDER SAHOTA
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
S89°59'25"E 117.00'
RIGHT OF WAY EASEMENT
ELIZABETH J. CRUM REVOCABLE TRUST
APN: 005-692-002
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 02/11/2015
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 005-750-001
Grantor: Milton and Martucci

Mark Milton and Victoria Martucci
610 Kentucky Avenue
Woodland, CA 95695

REVISED HEARING DATE: NOVEMBER 17, 2015

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

Dear Mr. Milton and Mrs. Martucci,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

The City Council of the City of Woodland has changed the date of the meeting you previously received notification of that was to be held on November 3, 2015. You are now hereby notified that the City Council of the City of Woodland will have the meeting held at City Hall on **November 17, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the adoption and within six months of the adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 17, 2015 hearing before the City Council – likely the week of November 2, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 17, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland


EXHIBIT 'B'
KENTUCKY AVENUE
S89°59'25"E
SECTION LINE
30'
30'
30'
50'
50'
RIGHT OF WAY ESMT.
N89°59'25"W 118.67'
S00°24'07"W 20.00'
S00°24'07"W 20.00'
5'
TEMP. CONST. EASEMENT
S89°59'25"E 118.67'
610 KENTUCKY AVE.
APN 005-750-001
MARK D. MILTON & VICTORIA M. MARTUCCI
DOC. NO. 990004413, O.R.
319.00'
299.00'
N0°24'07"E
319.00'
299.00'
S0°24'07"W
EASEMENT AREAS
RIGHT OF WAY
2373±Sq.Ft./
0.054±Ac.
TEMP. CONST.
593±Sq.Ft./
0.014±Ac.
50 25 0 50
N89°59'25"W 118.67'
(IN FEET)
1 INCH = 50 FEET
APPRAISAL PLAT
MARK D. MILTON & VICTORIA M. MARTUCCI
APN: 005-750-001
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/24/2014
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

A Portion of
APN 005-750-001
The County of Yolo
Right of Way Easement
February 11, 2015
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 990004413, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 601.82 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 990004413, Official Records of said County, said point also being the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 118.67 feet along the northerly line of said lands to the northeasterly corner of said lands; thence leaving last said line South 00°24'07" West 20.00 feet along the easterly line of said lands; thence leaving last said line North 89°59'25" West 118.67 feet to the westerly line of said lands; thence along last said line North 00°24'07" West 20.00 feet to the **POINT OF BEGINNING**.

Containing 2,373 square feet (0.054 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\005-750-001-22T.docx

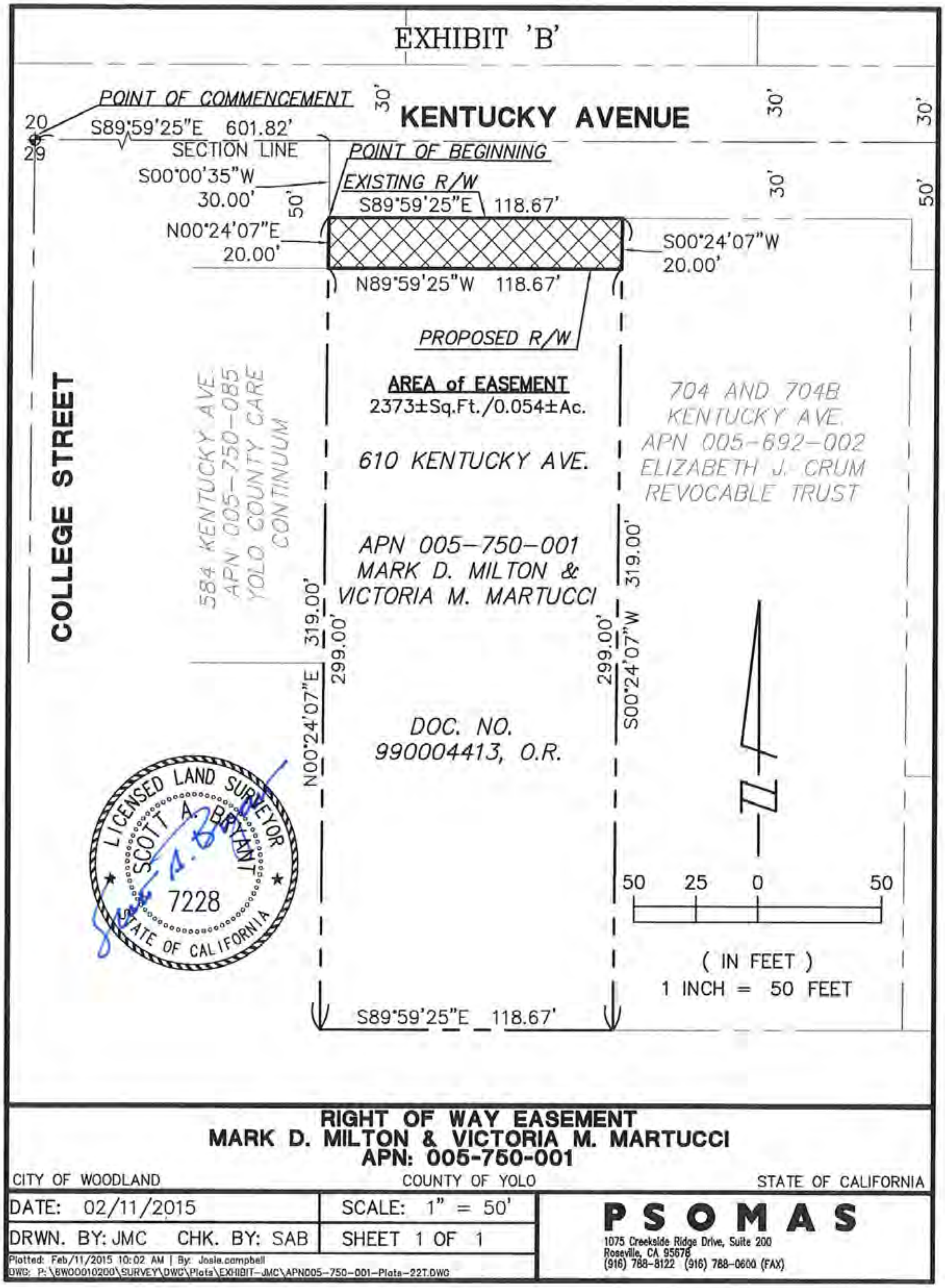


EXHIBIT 'B'
POINT OF COMMENCEMENT
S89°59'25"E 601.82'
SECTION LINE
KENTUCKY AVENUE
POINT OF BEGINNING
S00°00'35"W 30.00'
EXISTING R/W
S89°59'25"E 118.67'
N00°24'07"E 20.00'
S00°24'07"W 20.00'
N89°59'25"W 118.67'
PROPOSED R/W
AREA of EASEMENT
2373±Sq.Ft./0.054±Ac.
610 KENTUCKY AVE.
APN 005–750–001
MARK D. MILTON &
VICTORIA M. MARTUCCI
DOC. NO. 990004413, O.R.
584 KENTUCKY AVE.
APN 005–750–085
YOLO COUNTY CARE CONTINUUM
704 AND 704B KENTUCKY AVE.
APN 005–692–002
ELIZABETH J. CRUM REVOCABLE TRUST
COLLEGE STREET
N00°24'07"E 319.00' 299.00'
S00°24'07"W 319.00' 299.00'
S89°59'25"E 118.67'
(IN FEET)
1 INCH = 50 FEET
LICENSED LAND SURVEYOR SCOTT A. BRYANT 7228 STATE OF CALIFORNIA
RIGHT OF WAY EASEMENT
MARK D. MILTON & VICTORIA M. MARTUCCI
APN: 005-750-001
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 02/11/2015
SCALE: 1" = 50'
DRWN. BY: JMC CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 027-340-015
Grantor: ICH and DDD Partnership

ICH, Inc. and DDD Partnership Company
c/o Dan Dowling
PO Box 75000
Davis, CA 95617

<u>REVISED HEARING DATE: NOVEMBER 17, 2015</u>

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

Dear Mr. Dowling,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.
B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

The City Council of the City of Woodland has changed the date of the meeting you previously received notification of that was to be held on November 3, 2015. You are now hereby notified that the City Council of the City of Woodland will have the meeting held at City Hall on **November 17, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the adoption and within six months of the adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 17, 2015 hearing before the City Council – likely the week of November 2, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 17, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

APPRAISAL PLAT
ICH, INC.
APN: 027-340-015

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/24/2014	SCALE: 1" = 50'	PSOMAS
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/24/2014 11:45 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-015-1ST-Appraisal.DW

A Portion of
APN 027-340-015
The County of Yolo
Right of Way Easements
October 8, 2014
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along the said section line South 89°59'25" East 126.83 feet; thence laving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point is also the southwest corner of that certain Highway Easement Deed recorded in Book 1728, Page 63, Official Records, of said County, thence along the west line of said Highway Easement (said line also being the west line of the lands described in said Grant Deed) North 00°01'25" East 20.00 feet to the northwest corner of said Highway Easement, said corner also being the **POINT OF BEGINNING**; thence leaving said lands, continuing along the west line of said lands described in said Grant Deed, North 00°01'25" East 12.00 feet; thence leaving last said line South 89°59'25" East 223.16 feet to the easterly line of said lands; thence continuing along last said line South 00°01'25" West 12.00 feet to the northeast corner of lands said described in said Highway Easement; thence along the north line of said lines North 89°59'25" West 223.16 feet to the **POINT OF BEGINNING**.

Containing 2,678 square feet (0.061 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-015-15T.docx

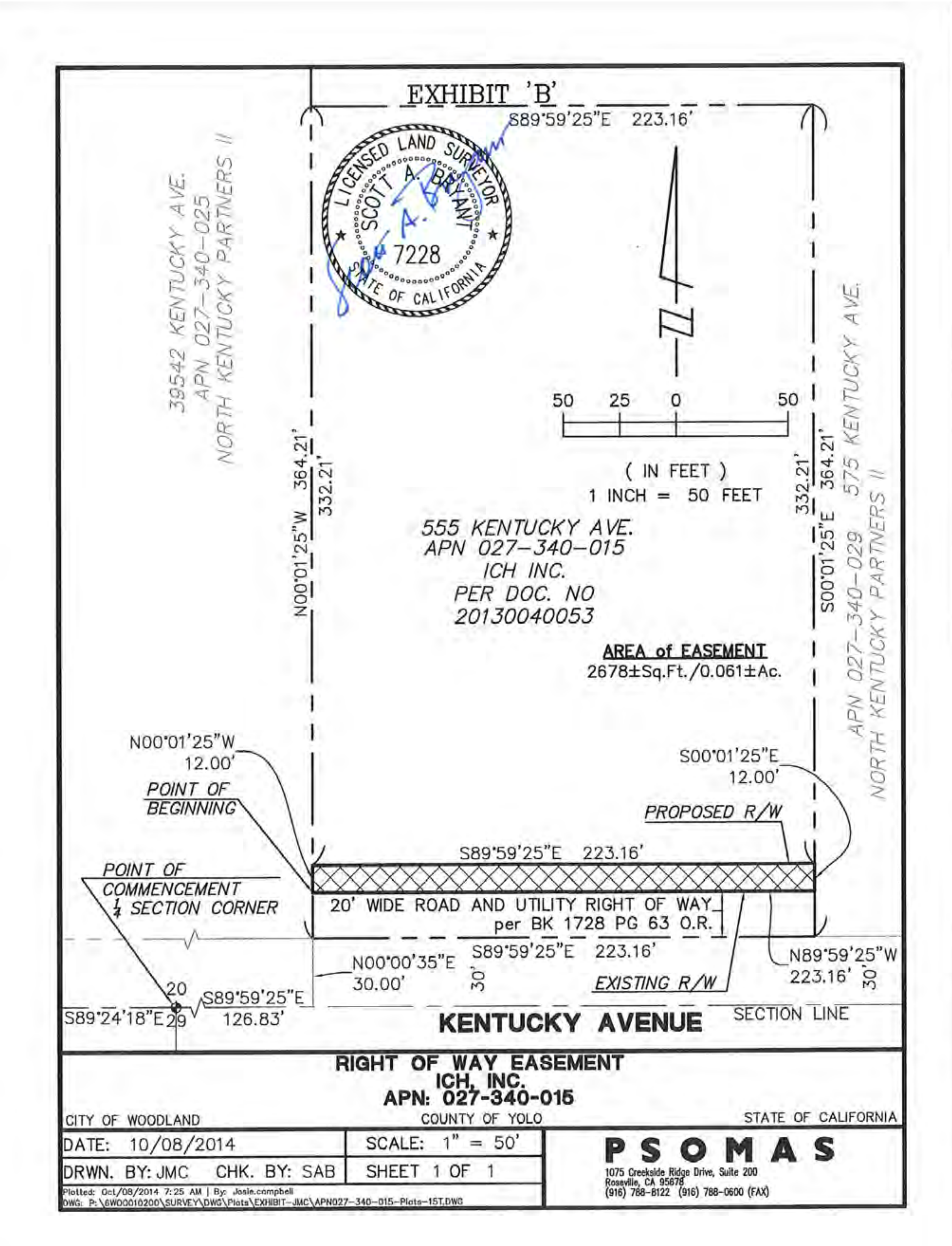


EXHIBIT 'B'
S89°59'25"E 223.16'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
39542 KENTUCKY AVE.
APN 027-340-025
NORTH KENTUCKY PARTNERS II
575 KENTUCKY AVE.
APN 027-340-029
NORTH KENTUCKY PARTNERS II
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
N00°01'25"W 364.21'
332.21'
S00°01'25"E 364.21'
332.21'
555 KENTUCKY AVE.
APN 027-340-015
ICH INC.
PER DOC. NO
20130040053
AREA of EASEMENT
2678±Sq.Ft./0.061±Ac.
N00°01'25"W
12.00'
POINT OF
BEGINNING
S00°01'25"E
12.00'
PROPOSED R/W
S89°59'25"E 223.16'
POINT OF
COMMENCEMENT
1/4 SECTION CORNER
20' WIDE ROAD AND UTILITY RIGHT OF WAY
per BK 1728 PG 63 O.R.
S89°59'25"E 223.16'
N00°00'35"E
30.00'
30'
N89°59'25"W
223.16'
30'
EXISTING R/W
20
29
S89°59'25"E
126.83'
S89°24'18"E
KENTUCKY AVENUE
SECTION LINE
RIGHT OF WAY EASEMENT
ICH, INC.
APN: 027-340-015
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/08/2014
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)
Plotted: Oct/08/2014 7:25 AM | By: Josie.campbell
DWG: P:\6WOO010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-015-Plots-15T.DWG

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 027-340-021
Grantor: ICH and DDD Partnership

ICH, Inc. and DDD Partnership Company
c/o Dan Dowling
PO Box 75000
Davis, CA 95617

REVISED HEARING DATE: NOVEMBER 17, 2015

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

Dear Mr. Dowling,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

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The City Council of the City of Woodland has changed the date of the meeting you previously received notification of that was to be held on November 3, 2015. You are now hereby notified that the City Council of the City of Woodland will have the meeting held at City Hall on **November 17, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the adoption and within six months of the adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

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Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

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For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING:	Tuesday, November 17, 2015
TIME OF HEARING:	6:00 PM
PLACE OF HEARING:	City Hall 300 First Street Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

APPRAISAL PLAT
ICH, INC.
APN: 027-340-021

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/24/2014	SCALE: 1" = 50'	PSOMAS
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/24/2014 12:26 PM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-021-17T-Appraisal.DW

A Portion of
APN 027-340-021
The County of Yolo
Right of Way Easement
March 5, 2015
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 410.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of Kentucky Avenue, said point being the southwesterly corner of said grant deed, said point also being also the **POINT OF BEGINNING**; thence North 00°01'25" West 32.00 feet along the west line of said grant deed; thence leaving last said line South 89°59'25" East 223.18 feet to the easterly line of said grant deed; thence along last said line South 00°01'25" East 32.00 feet to the northerly line of said Kentucky Avenue; thence along last said line North 89°59'25" West 223.18 feet to the **POINT OF BEGINNING**.

Containing 7,142 square feet (0.164 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-021.docx

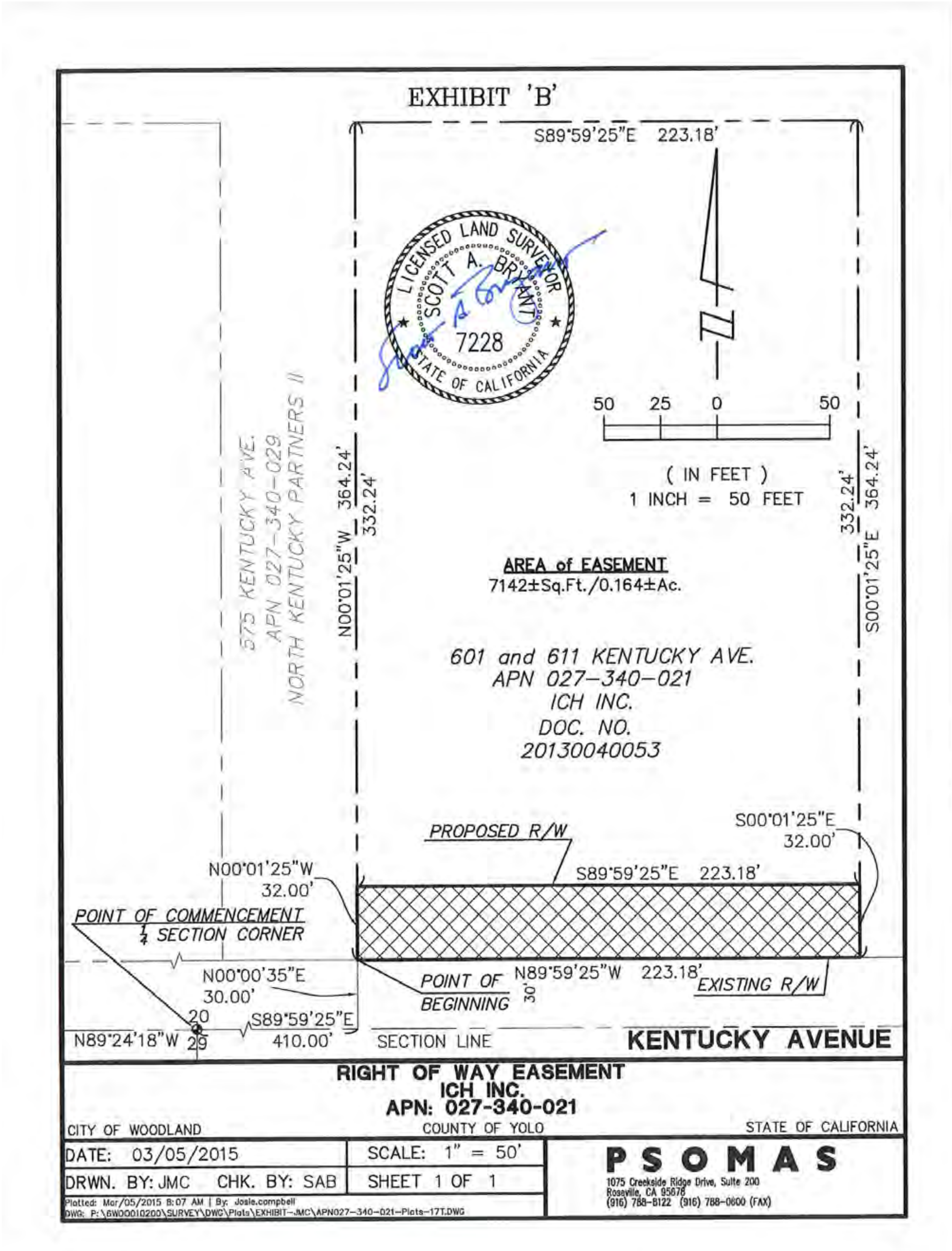
EXHIBIT 'B'
S89°59'25"E 223.18'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
575 KENTUCKY AVE.
APN 027-340-029
NORTH KENTUCKY PARTNERS II
N00°01'25"W 364.24'
332.24'
332.24'
S00°01'25"E 364.24'
AREA of EASEMENT
7142±Sq.Ft./0.164±Ac.
601 and 611 KENTUCKY AVE.
APN 027-340-021
ICH INC.
DOC. NO.
20130040053
PROPOSED R/W
S00°01'25"E
32.00'
N00°01'25"W
32.00'
S89°59'25"E 223.18'
POINT OF COMMENCEMENT
1/4 SECTION CORNER
N00°00'35"E
30.00'
POINT OF BEGINNING
N89°59'25"W 223.18'
EXISTING R/W
30'
20
29
S89°59'25"E
410.00'
N89°24'18"W
SECTION LINE
KENTUCKY AVENUE
RIGHT OF WAY EASEMENT
ICH INC.
APN: 027-340-021
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 03/05/2015
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0800 (FAX)

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 027-340-025
Grantor: North Kentucky Partners II

North Kentucky Partners II
c/o Dan Dowling
39542 Kentucky Avenue
Woodland, CA 95695
and 1949 5th Street, Suite 108
Davis, CA 95616p

REVISED HEARING DATE: NOVEMBER 17, 2015

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

Dear Mr. Dowling,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

The City Council of the City of Woodland has changed the date of the meeting you previously received notification of that was to be held on November 3, 2015. You are now hereby notified that the City Council of the City of Woodland will have the meeting held at City Hall on **November 17, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to b***

paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the adoption and within six months of the adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 17, 2015 hearing before the City Council – likely the week of November 2, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 17, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-025

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/24/2014	SCALE: 1" = 80'	PSOMAS
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/24/2014 11:47 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-025-14T-Appraisal.DWG

A Portion of
APN 027-340-025
The County of Yolo
Right of Way Easements
September 29, 2014
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain Certificate of Compliance for Lot line Elimination or Adjustment recorded in Book 2276, Page 607, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence westerly along said section line North 89°24'18" West 333.59 feet; thence leaving last said line North 00°35'42" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point being the intersection of said northerly right of way with the westerly line of said lands; thence along last said line South 89°24'18" East 126.77 feet to the **POINT OF BEGINNING**; thence leaving last said line North 00°01'41" West 6.37 feet; thence North 86°39'26" East 122.01 feet; thence North 83°59'13" East 107.30 feet; thence North 78°13'26" East 25.10 feet; thence South 89°59'25" East 79.89 feet to easterly line of said lands; thence along last said line South 00°00'59" West 32.00 to the northerly right of way of Kentucky Avenue; thence along said northerly right of way North 89°59'25" West 126.46 feet; thence continuing along last said line North 89°24'18" West 206.51 feet to the **POINT OF BEGINNING**.

Containing 6,797 square feet (0.156 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-025-14T.docx

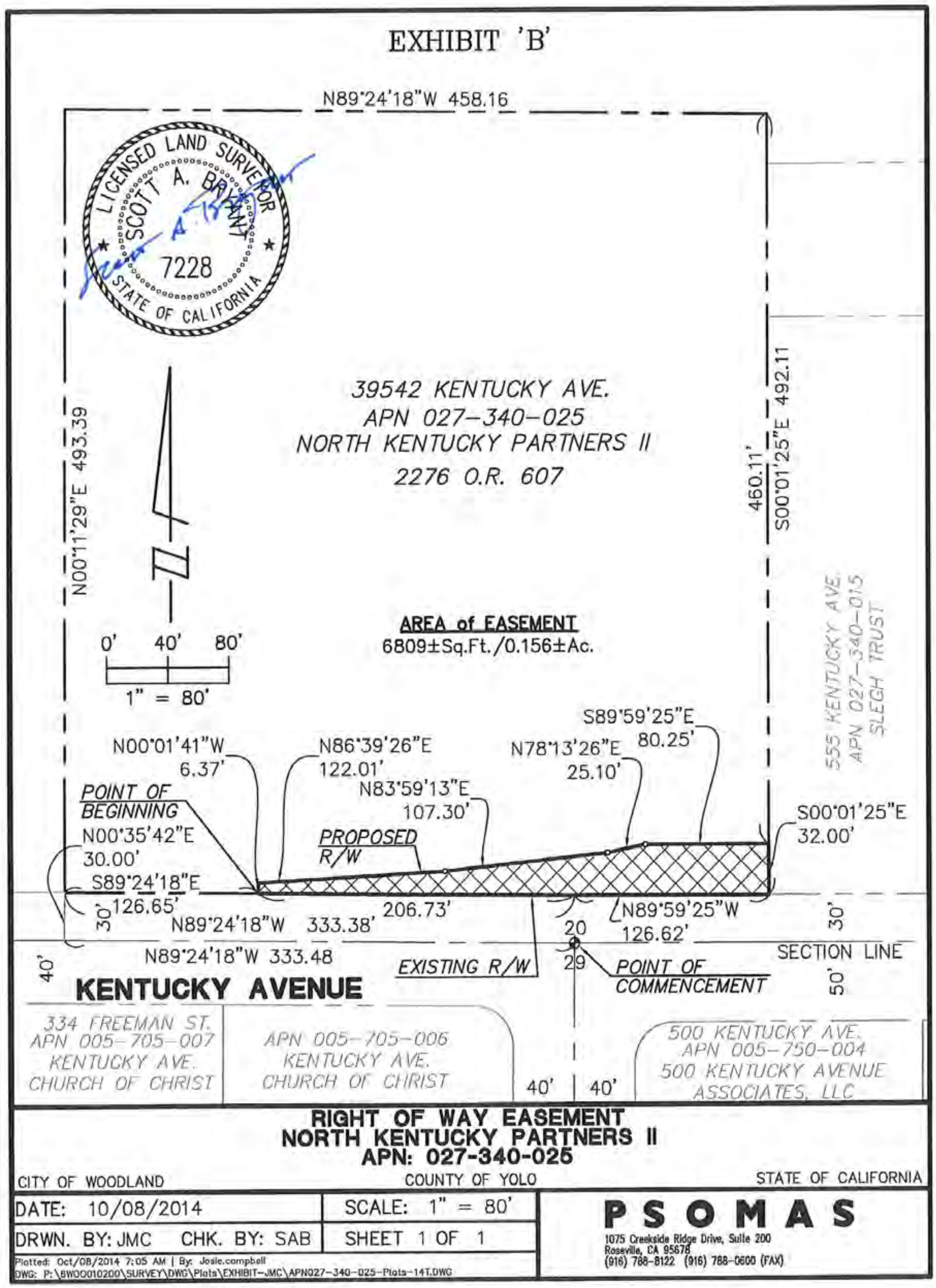
EXHIBIT 'B'
N89°24'18"W 458.16
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
39542 KENTUCKY AVE.
APN 027-340-025
NORTH KENTUCKY PARTNERS II
2276 O.R. 607
N00°11'29"E 493.39
460.11'
S00°01'25"E 492.11
AREA of EASEMENT
6809±Sq.Ft./0.156±Ac.
0' 40' 80'
1" = 80'
555 KENTUCKY AVE.
APN 027-340-015
SLEGH TRUST
S89°59'25"E
80.25'
N00°01'41"W
6.37'
N86°39'26"E
122.01'
N78°13'26"E
25.10'
N83°59'13"E
107.30'
POINT OF BEGINNING
N00°35'42"E
30.00'
PROPOSED R/W
S00°01'25"E
32.00'
S89°24'18"E
126.65'
30'
N89°24'18"W 333.38'
206.73'
N89°59'25"W
126.62'
20
29
30'
SECTION LINE
N89°24'18"W 333.48
EXISTING R/W
POINT OF COMMENCEMENT
40'
50'
KENTUCKY AVENUE
334 FREEMAN ST.
APN 005-705-007
KENTUCKY AVE.
CHURCH OF CHRIST
APN 005-705-006
KENTUCKY AVE.
CHURCH OF CHRIST
40'
40'
500 KENTUCKY AVE.
APN 005-750-004
500 KENTUCKY AVENUE
ASSOCIATES, LLC
RIGHT OF WAY EASEMENT
NORTH KENTUCKY PARTNERS II
APN: 027-340-025
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/08/2014
SCALE: 1" = 80'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)
Plotted: Oct/08/2014 7:05 AM | By: Josie.campbell
DWG: P:\8WOO010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-025-Plots-14T.DWG

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 027-340-029
Grantor: North Kentucky Partners II

North Kentucky Partners II
c/o Dan Dowling
1949 5th Street, Suite 108
Davis, CA 95616

<u>REVISED HEARING DATE: NOVEMBER 17, 2015</u>

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

Dear Mr. Dowling,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

The City Council of the City of Woodland has changed the date of the meeting you previously received notification of that was to be held on November 3, 2015. You are now hereby notified that the City Council of the City of Woodland will have the meeting held at City Hall on **November 17, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are <u>not</u> part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the adoption and within six months of the adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 17, 2015 hearing before the City Council – likely the week of November 2, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 17, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-029

CITY OF WOODLAND — COUNTY OF YOLO — STATE OF CALIFORNIA

DATE: 10/24/2014	SCALE: 1" = 60'
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1

Plotted: Oct/24/2014 12:23 PM | By: Josie.campbell
DWG: P:\6WOO010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-029-16T-Appraisal.DWG

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

A Portion of
APN 027-340-029
The County of Yolo
Right of Way Easements
October 8, 2014
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 3 as described on that certain parcel map recorded in Book 10, at Page 94 and 95, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 350.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 3 recorded in Book 10, at Page 94 and 95, Official Records of said County; thence northerly along the westerly line of said Parcel 3 North 00°01'25" East 20.00 feet to the **POINT OF BEGINNING**; thence continuing along last said line North 00°01'25" East 12.00 feet; thence leaving last said line South 89°59'25" East 60.00 feet to the easterly line of said Parcel 3; thence along last said line South 00°01'25" West 12.00 feet to a point which lies 20.00 feet northerly along last said line from the southeasterly corner of said Parcel 3; thence leaving the last said line North 89°59'25" West 60.00 feet to the **POINT OF BEGINNING**.

Containing 720 square feet (0.017 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BR
No. 7228
STATE OF CALIFORNIA

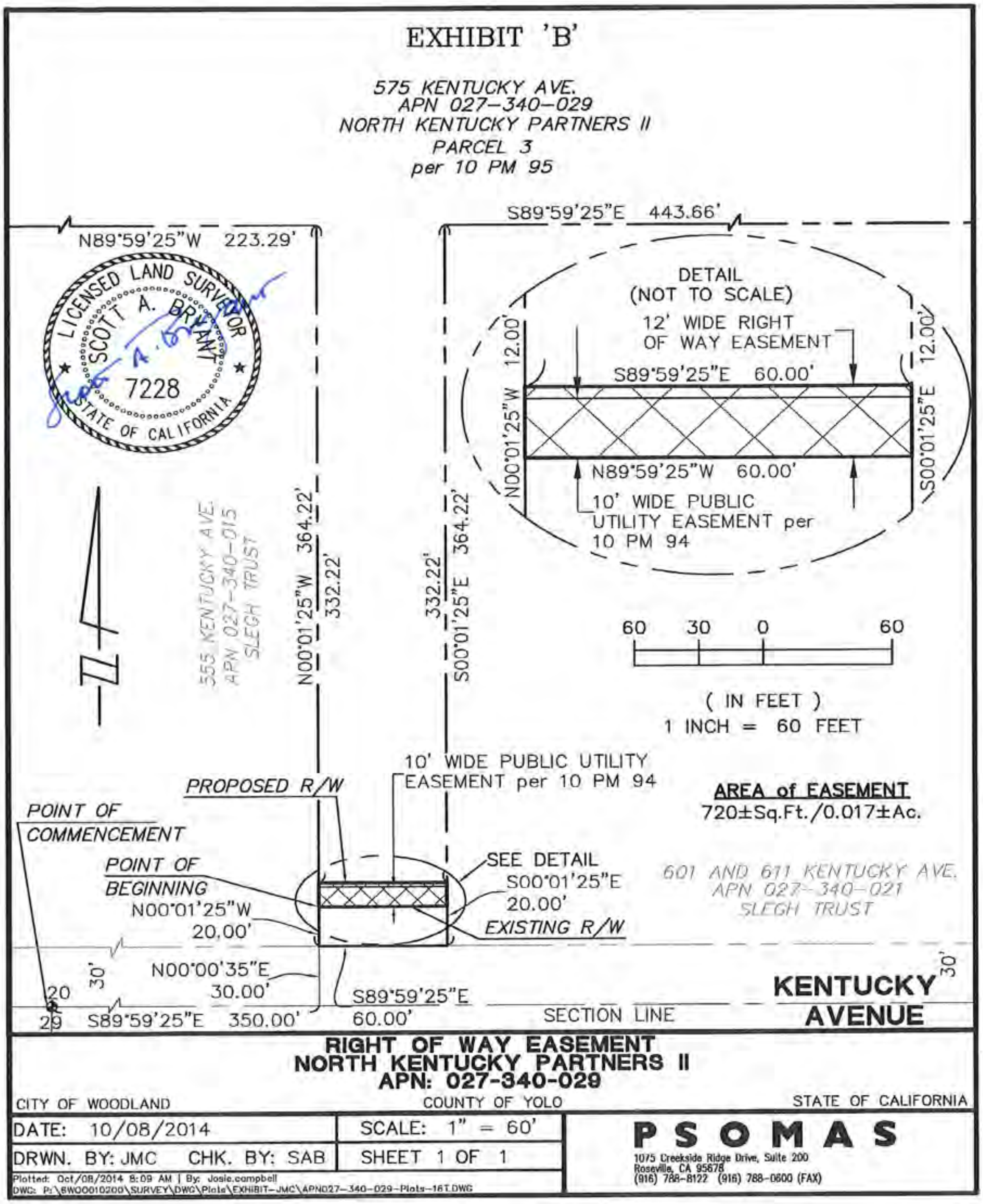
EXHIBIT 'B'
575 KENTUCKY AVE.
APN 027-340-029
NORTH KENTUCKY PARTNERS II
PARCEL 3
per 10 PM 95
S89°59'25"E 443.66'
N89°59'25"W 223.29'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
DETAIL
(NOT TO SCALE)
12' WIDE RIGHT OF WAY EASEMENT
S89°59'25"E 60.00'
N89°59'25"W 60.00'
N00°01'25"W 12.00'
S00°01'25"E 12.00'
10' WIDE PUBLIC UTILITY EASEMENT per 10 PM 94
555 KENTUCKY AVE.
APN 027-340-015
SLEGH TRUST
N00°01'25"W 364.22'
332.22'
S00°01'25"E 364.22'
332.22'
60 30 0 60
(IN FEET)
1 INCH = 60 FEET
10' WIDE PUBLIC UTILITY EASEMENT per 10 PM 94
PROPOSED R/W
AREA of EASEMENT
720±Sq.Ft./0.017±Ac.
POINT OF COMMENCEMENT
POINT OF BEGINNING
N00°01'25"W 20.00'
SEE DETAIL
S00°01'25"E 20.00'
EXISTING R/W
601 AND 611 KENTUCKY AVE.
APN 027-340-021
SLEGH TRUST
N00°00'35"E 30.00'
30'
20
29
S89°59'25"E 350.00'
S89°59'25"E 60.00'
SECTION LINE
KENTUCKY AVENUE
30'
RIGHT OF WAY EASEMENT
NORTH KENTUCKY PARTNERS II
APN: 027-340-029
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/08/2014
SCALE: 1" = 60'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

City of Woodland

October 30, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 027-340-017
Grantor: North Kentucky Partners II

North Kentucky Partners II
c/o Dan Dowling
PO Box 7500
Davis, CA 95617
and PO Box 75000
Davis, CA 95617

REVISED HEARING DATE: NOVEMBER 17, 2015

NOTICE OF HEARING REGARDING THE INTENT OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT (CIP 04-07) BY EMINENT DOMAIN

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paid or the value of the property to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

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Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

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For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 17, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland


EXHIBIT 'B'
S89°59'25"E 221.00'
621 KENTUCKY AVE.
APN 027-340-017
NORTH KENTUCKY
PARTNERS II
Per 2294 O.R. 721
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
N00°01'25"W 255.88'
S89°59'25"E 79.55'
N00°01'25"W 364.22'
332.22'
176.00'
S00°01'25"E 208.00'
N00°01'25"W
32.00'
S89°59'25"E
141.45'
EASEMENT AREAS
RIGHT OF WAY
4526±Sq.Ft./
0.104±Ac.
TEMP. CONST.
1415±Sq.Ft./
0.032±Ac.
10'
TEMP. CONST.
EASEMENT
S00°01'25"E
32.00'
N89°59'25"W 141.45'
30'
30'
RIGHT OF WAY
ESMT.
S89°59'25"E
KENTUCKY AVENUE
SECTION LINE
APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-017
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/24/2014
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
Plotted: Oct/29/2015 2:36 PM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-017-18T-Appraisal.DW
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

A Portion of
APN 027-340-017
The County of Yolo
Right of Way Easements
October 8, 2014
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 8 as described in that certain deed recorded in Book 2294, at Page 721, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 633.18 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 8 recorded in Book 2294, at Page 721, Official Records of said County, and the **POINT OF BEGINNING**; thence along the westerly line of said Parcel 8 North 00°01'25" East 32.00 feet; thence leaving last said line South 89°59'25" East 141.45 feet to the easterly line of said Parcel 8; thence along last said line South 00°01'25" East 32.00 feet to a point which lies on the northerly right of way of said Kentucky Avenue, said point is also the southeasterly corner of said Parcel 8; thence along the last said line North 89°59'25" West 141.45 feet to the **POINT OF BEGINNING.**

Containing 4,526 square feet (0.104 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-017-18T.docx

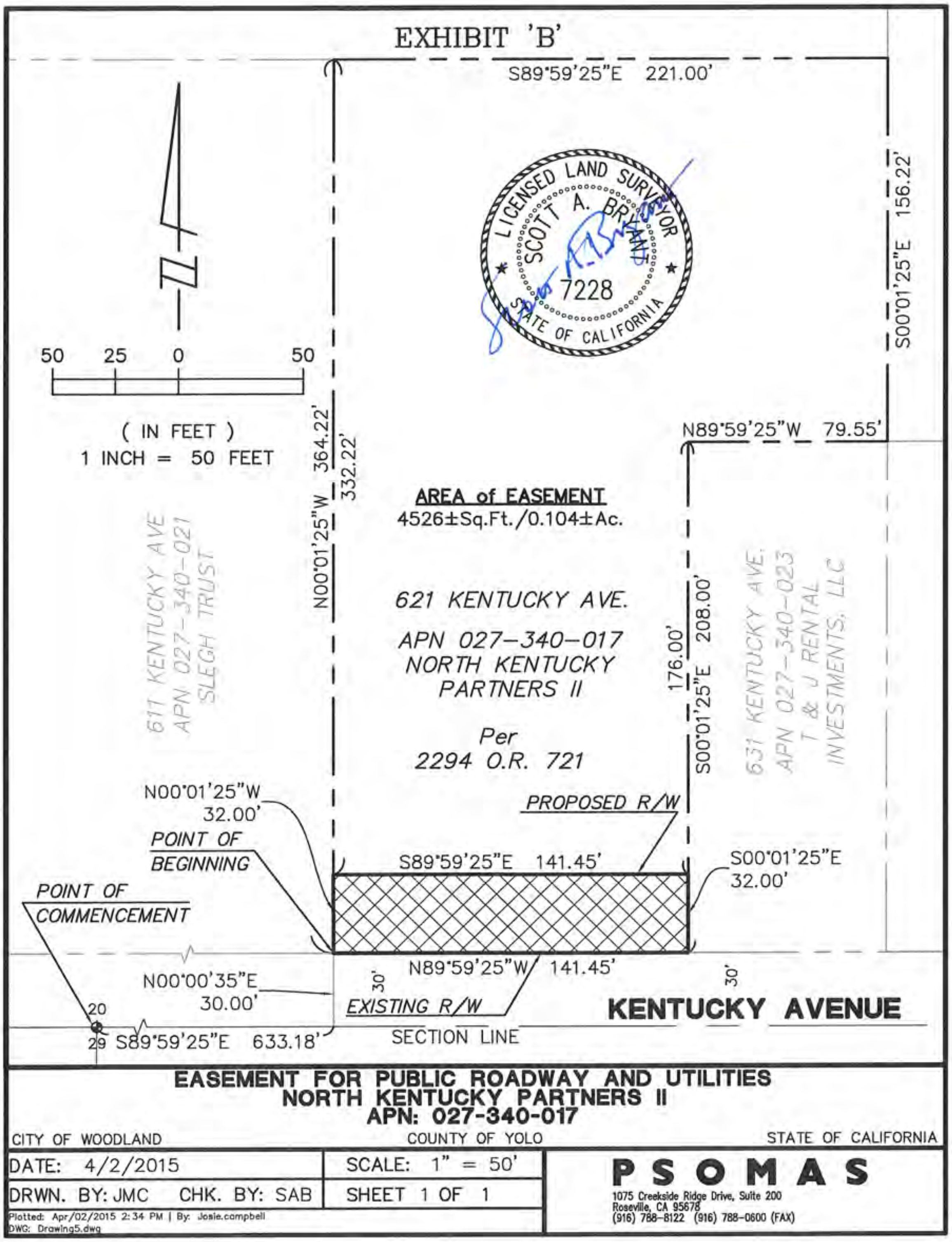


EXHIBIT 'B'
S89°59'25"E 221.00'
S00°01'25"E 156.22'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
N00°01'25"W 364.22'
332.22'
N89°59'25"W 79.55'
AREA of EASEMENT
4526±Sq.Ft./0.104±Ac.
611 KENTUCKY AVE
APN 027-340-021
SLEGH TRUST
621 KENTUCKY AVE.
APN 027-340-017
NORTH KENTUCKY PARTNERS II
Per
2294 O.R. 721
S00°01'25"E 208.00'
176.00'
631 KENTUCKY AVE.
APN 027-340-023
T & J RENTAL INVESTMENTS, LLC
N00°01'25"W
32.00'
POINT OF BEGINNING
PROPOSED R/W
S89°59'25"E 141.45'
S00°01'25"E
32.00'
POINT OF COMMENCEMENT
N89°59'25"W 141.45'
30'
N00°00'35"E
30.00'
EXISTING R/W
KENTUCKY AVENUE
20
29
S89°59'25"E 633.18'
SECTION LINE
EASEMENT FOR PUBLIC ROADWAY AND UTILITIES
NORTH KENTUCKY PARTNERS II
APN: 027-340-017
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 4/2/2015
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)
Plotted: Apr/02/2015 2:34 PM | By: Josie.campbell
DWG: Drawing5.dwg

GARDNER, JANES, NAKKEN,
HUGO & NOLAN
LAWYERS
429 FIRST STREET
WOODLAND, CALIFORNIA 95695

(530) 662-7367
(530) 662-2859
FAX (530) 666-9116
www.yololaw.com

(A MERGER OF CHALMERS, SANS, GARDNER & NOLAN
AND RODEGERDTS, MEANS, JANES, NAKKEN & HUGO)

JAMES V. NOLAN
CHRISTOPHER R. HUGO
ROBERT P. NAKKEN
DAVID W. JANES

Of Counsel:
DAVID A. HUGO

NEAL CHALMERS (1891-1963)
CARL E. RODEGERDTS (1903-1971)
ROGER SANS (1914-2007)
E.L. MEANS (1911-2009)
FRANKLIN K. GARDNER (RETIRED)

October 20, 2015

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

RECEIVED
OCT 22 2015
CITY CLERK'S OFFICE

Re: Kentucky Avenue Road Widening Project,
Request for Hearing Time at the November 3, 2015
Meeting of the Woodland City Council;
Elizabeth J. Crum, Trustee, APN: 005-692-002

Dear Ms. Gonzalez:

On behalf of our client, Elizabeth J. Crum, Trustee of the Elizabeth J. Crum Trust, we hereby request to appear at the November 3, 2015 meeting of the Woodland City Council to address the impact of the Kentucky Avenue Road Widening Project on the property of Mrs. Crum, specifically her home property, APN: 005-692-002. We wish to address the condition, identified in your letter of October 9, 2015 as Condition B, that "The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury".

Specifically, Mrs. Crum does not believe that widening Kentucky Avenue to four lanes between the railroad tracks on the east side of Palm Avenue and College Street will meet this condition. The area between College Street and Palm Avenue, both the east and west sides of Palm Avenue, is heavily residential. The addition of two extra traffic lanes will only lead to increased traffic, which could affect the Kentucky Avenue and East Street intersections, as well as Palm Avenue and College Street. There is no projected increase in traffic in this area assuming "no project". Additionally, Mrs. Crum's residence fronts Kentucky Avenue and the taking will result in serious injury to the value of her property and increase the potential for physical injury to person and property. There have been accidents in the past with vehicles veering off Kentucky Avenue onto the Crum property, and we speculate other properties. Adding two extra lanes of traffic will most likely result in increased speeds and thus increase the potential for accidents in the area. It also results in an unnecessary square footage loss to the Crum property and other similar residential properties. It in fact places the Crum residence within the 25' minimum setback.

This area is likely to have increased bicycle and foot traffic, as it is a residential area, but with the addition of the two extra lanes of traffic there will be increased risk to bicyclists and pedestrians.

It would produce the greatest public good and the least harm to private property to maintain the two lane configuration at least between the railroad tracks and College Street, with left turn and right turn lanes added at College Street. This will result in lower speeds and greater safety to residents, bicycle traffic and pedestrian traffic. Truck traffic would not be impacted negatively with a two lane configuration in this area.

We believe the City has "whitewashed" this issue by focusing on the fact that they are adding a bicycle lane and sidewalk for pedestrian traffic. The City has failed to recognize that in the residential area the additional traffic lanes will discourage bicycle and pedestrian traffic and will result in increased traffic on College Street and Palm Avenue, heavily residential areas. The safety issue with existing residences and the noise level with existing residences has also been ignored. The four lane "highway" in this residential area will certainly result in future tort liability issues for the City.

Thank you for the opportunity to appear. We understand that we will be notified of a meeting prior to the November 3, 2015 meeting.

Very truly yours,

GARDNER, JANES, NAKKEN,
HUGO & NOLAN

By: Robert Nakken

ROBERT NAKKEN
rnakken@yololaw.com

RN:kh

cc Elizabeth J. Crum
Paula Crum

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 005-750-001, BY EMINENT DOMAIN, IS NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs address of 610 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 005-750-001, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

Section 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____
City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____
Ana, Gonzalez City Clerk of the City of Woodland

____
Mayor of the City of Woodland

ATTEST

____
Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

A Portion of
APN 005-750-001
The County of Yolo
Right of Way Easement
February 11, 2015
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 990004413, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 601.82 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 990004413, Official Records of said County, said point also being the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 118.67 feet along the northerly line of said lands to the northeasterly corner of said lands; thence leaving last said line South 00°24'07" West 20.00 feet along the easterly line of said lands; thence leaving last said line North 89°59'25" West 118.67 feet to the westerly line of said lands; thence along last said line North 00°24'07" West 20.00 feet to the **POINT OF BEGINNING**.

Containing 2,373 square feet (0.054 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\005-750-001-22T.docx

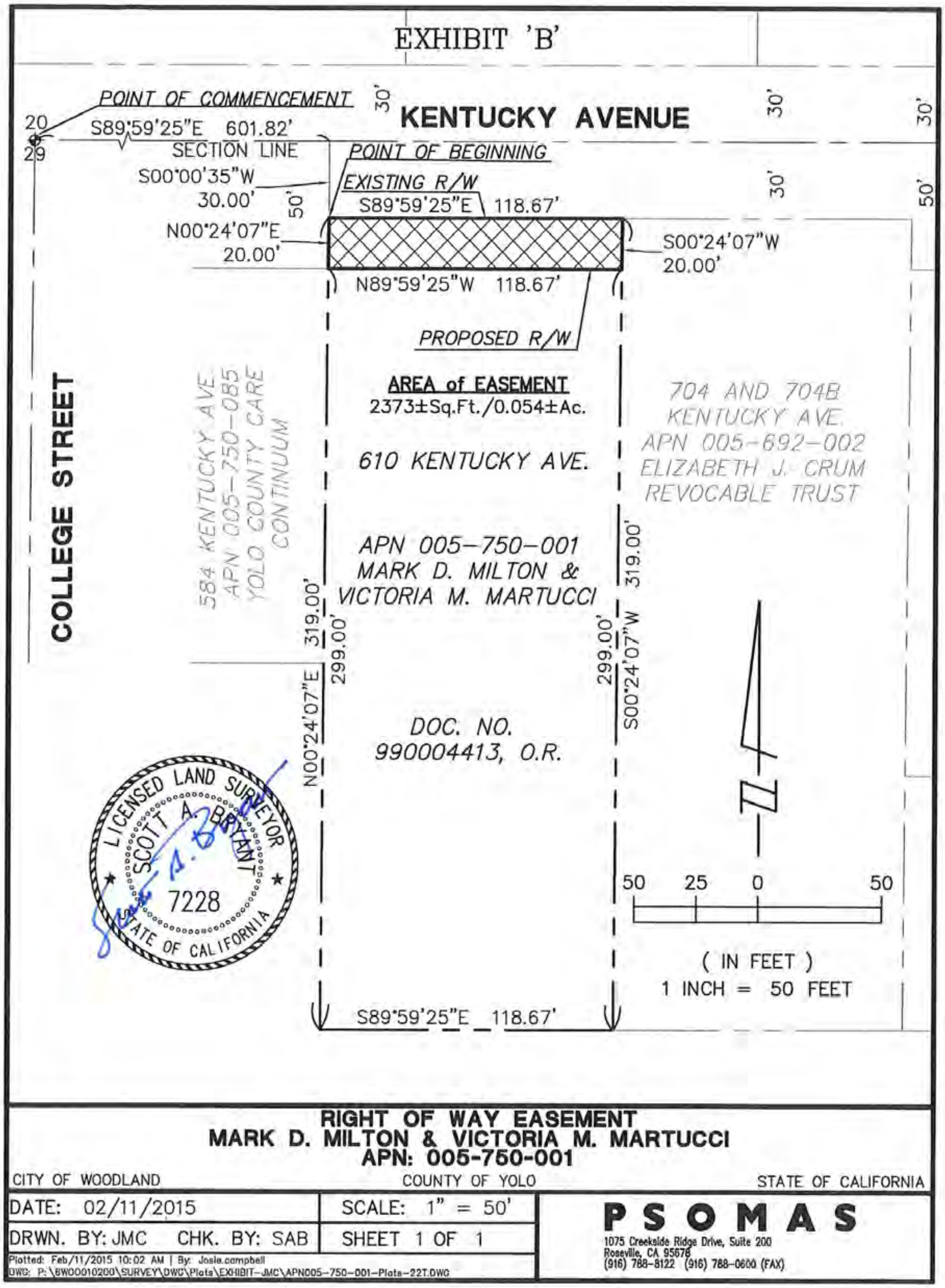


EXHIBIT 'B'
POINT OF COMMENCEMENT
KENTUCKY AVENUE
S89°59'25"E 601.82'
SECTION LINE
POINT OF BEGINNING
S00°00'35"W
30.00'
EXISTING R/W
S89°59'25"E 118.67'
N00°24'07"E
20.00'
S00°24'07"W
20.00'
N89°59'25"W 118.67'
PROPOSED R/W
AREA of EASEMENT
2373±Sq.Ft./0.054±Ac.
610 KENTUCKY AVE.
APN 005-750-001
MARK D. MILTON &
VICTORIA M. MARTUCCI
DOC. NO.
990004413, O.R.
704 AND 704B
KENTUCKY AVE.
APN 005-692-002
ELIZABETH J. CRUM
REVOCABLE TRUST
584 KENTUCKY AVE.
APN 005-750-085
YOLO COUNTY CARE
CONTINUUM
COLLEGE STREET
N00°24'07"E
319.00'
299.00'
S00°24'07"W
S89°59'25"E 118.67'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
(IN FEET)
1 INCH = 50 FEET
RIGHT OF WAY EASEMENT
MARK D. MILTON & VICTORIA M. MARTUCCI
APN: 005-750-001
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 02/11/2015
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

A Portion of
APN 005-750-001
The County of Yolo
Temporary Construction Easement
November 10, 2015

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 990004413, Official Records of Yolo County, being described as follows:

A strip of land 5.00 feet wide lying southerly of the following described line;

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 601.82 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 990004413, Official Records of said County, thence along the westerly line of said lands South 00°24'07" West 20.00 feet to the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 118.67 feet to the easterly line and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to begin at the easterly line of said parcel and terminate at the westerly line of said parcel.

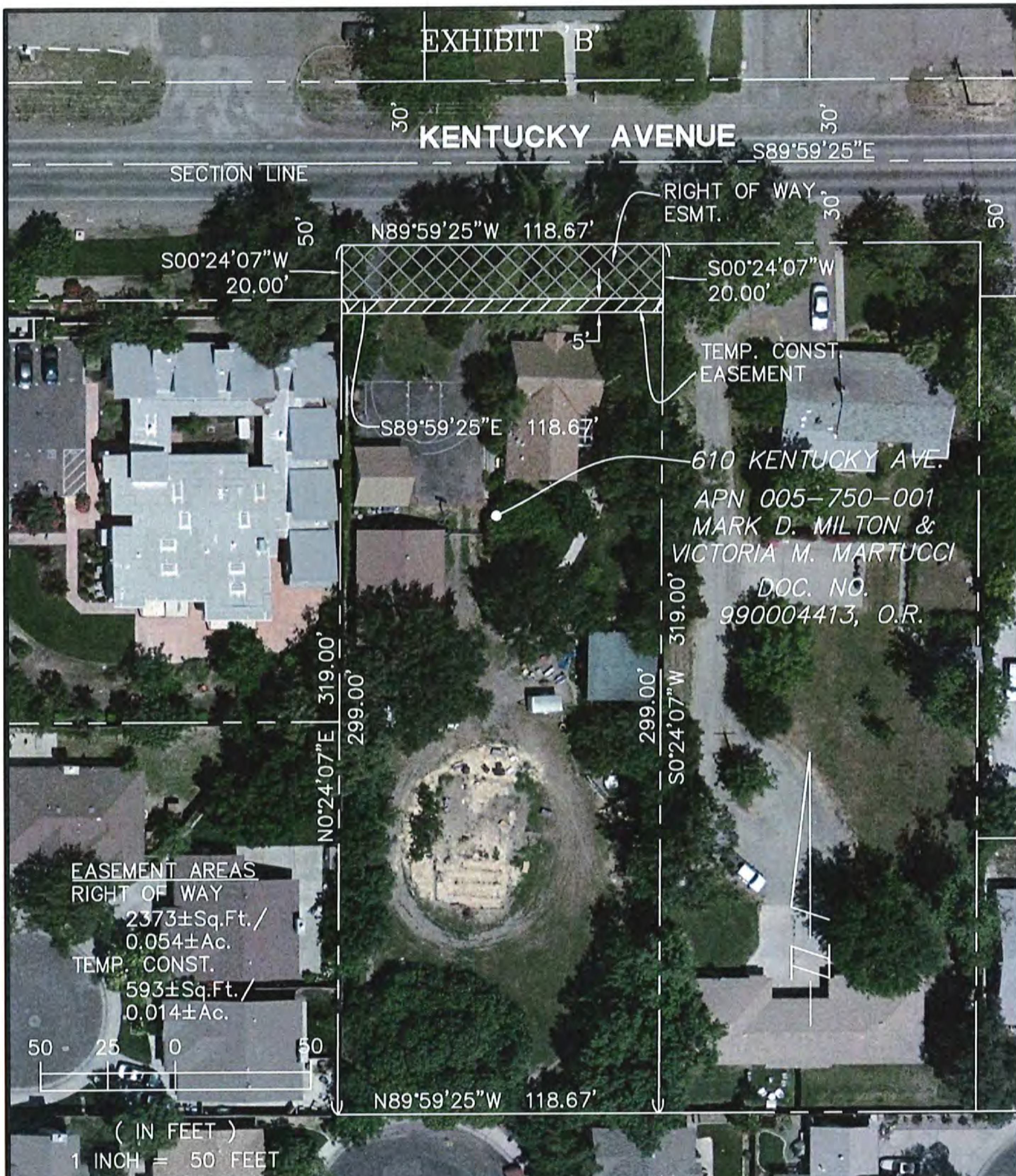
Containing 593 square feet (0.014 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA



APPRAISAL PLAT
MARK D. MILTON & VICTORIA M. MARTUCCI
APN: 005-750-001

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 11/10/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Nov/10/2015 10:19 AM | By: Josie.campbell
DWG: P:\6WOO010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN005-750-001-22T-Appraisal.DWG

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 027-340-015, BY EMINENT DOMAIN, IS NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs addresses of 555 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 027-340-015, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

<u>Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act.</u> There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

82093.00054\20938089.1

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

Section 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____

City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____

Ana, Gonzalez City Clerk of the City of Woodland

____

Mayor of the City of Woodland

ATTEST

____

Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along the said section line South 89°59'25" East 126.83 feet; thence laving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point is also the southwest corner of that certain Highway Easement Deed recorded in Book 1728, Page 63, Official Records, of said County, thence along the west line of said Highway Easement (said line also being the west line of the lands described in said Grant Deed) North 00°01'25" East 20.00 feet to the northwest corner of said Highway Easement, said corner also being the **POINT OF BEGINNING**; thence leaving said lands, continuing along the west line of said lands described in said Grant Deed, North 00°01'25" East 12.00 feet; thence leaving last said line South 89°59'25" East 223.16 feet to the easterly line of said lands; thence continuing along last said line South 00°01'25" West 12.00 feet to the northeast corner of lands said described in said Highway Easement; thence along the north line of said lines North 89°59'25" West 223.16 feet to the **POINT OF BEGINNING**.

Containing 2,678 square feet (0.061 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-015-1ST.docx

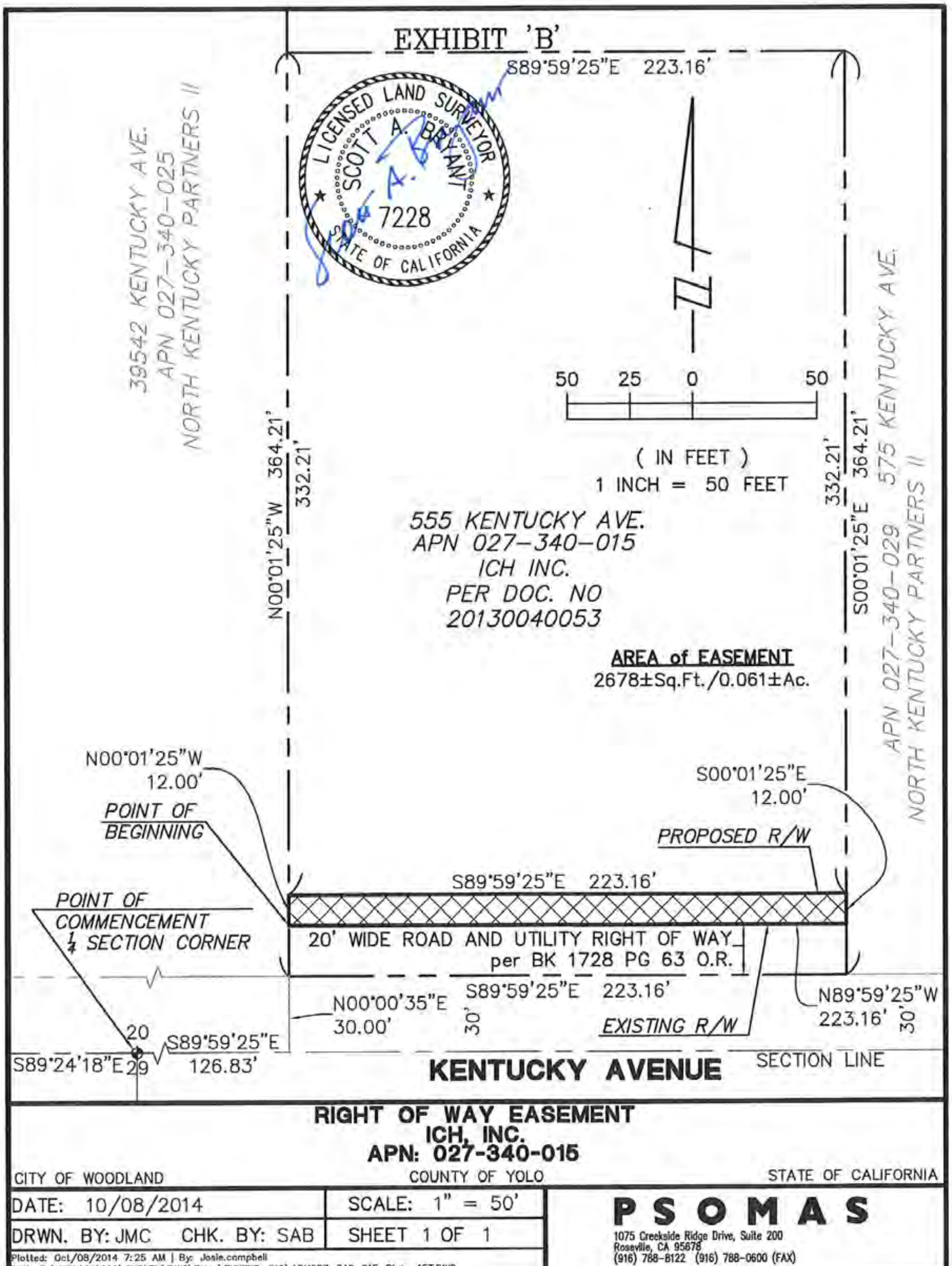


EXHIBIT 'B'
S89°59'25"E 223.16'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
39542 KENTUCKY AVE.
APN 027-340-025
NORTH KENTUCKY PARTNERS II
N00°01'25"W 364.21'
332.21'
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
555 KENTUCKY AVE.
APN 027-340-015
ICH INC.
PER DOC. NO
20130040053
AREA of EASEMENT
2678±Sq.Ft./0.061±Ac.
332.21'
S00°01'25"E 364.21'
575 KENTUCKY AVE.
APN 027-340-029
NORTH KENTUCKY PARTNERS II
N00°01'25"W
12.00'
POINT OF
BEGINNING
S00°01'25"E
12.00'
PROPOSED R/W
S89°59'25"E 223.16'
POINT OF
COMMENCEMENT
1/4 SECTION CORNER
20' WIDE ROAD AND UTILITY RIGHT OF WAY
per BK 1728 PG 63 O.R.
S89°59'25"E 223.16'
N00°00'35"E
30.00'
30'
N89°59'25"W
223.16'
30'
EXISTING R/W
20
29
S89°24'18"E
S89°59'25"E
126.83'
KENTUCKY AVENUE
SECTION LINE
RIGHT OF WAY EASEMENT
ICH, INC.
APN: 027-340-015
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/08/2014
SCALE: 1" = 50'
DRWN. BY: JMC CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)
Plotted: Oct/08/2014 7:25 AM | By: Josie.campbell
DWG: P:\6WOO010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-015-Plots-15T.DWG

A Portion of
APN 027-340-015
The County of Yolo
Temporary Construction Easement
November 10, 2015

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

A strip of land 10.00 feet wide lying northerly of the following described line;

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along the said section line South 89°59'25" East 126.83 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point is also the southwest corner of that certain Highway Easement Deed recorded in Book 1728, Page 63, Official Records, of said County, thence along the west line of said Highway Easement (said line also being the west line of the lands described in said Grant Deed) North 00°01'25" East 20.00 feet to the northwest corner of said Highway Easement, thence leaving said lands, continuing along the west line of said lands described in said Grant Deed, North 00°01'25" East 12.00 feet to the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 223.16 feet to the easterly line of said lands, and the **POINT OF TERMINATION.**

The sidelines of said strip shall be lengthened or shortened to begin at the easterly line of said parcel and terminate at the westerly line of said parcel.

Containing 2,232 square feet (0.051 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

APPRAISAL PLAT
ICH, INC.
APN: 027-340-015

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 11/10/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)
Plotted: Nov/10/2015 11:14 AM | By: Josie.campbell DWG: P:\6WO0010200\SURVEY\DWG\Plots\EXHIBIT-JMC\AppraisalPlats\APN027-340-015-15T-Appraisal.DWG		

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 027-340-021, BY EMINENT DOMAIN, IS NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs addresses of 601 and 611 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 027-340-021, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

<u>Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act.</u> There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

Section 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____
City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____
Ana, Gonzalez City Clerk of the City of Woodland

____
Mayor of the City of Woodland

ATTEST

____
Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

A Portion of
APN 027-340-021
The County of Yolo
Right of Way Easement
March 5, 2015
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 410.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of Kentucky Avenue, said point being the southwesterly corner of said grant deed, said point also being also the **POINT OF BEGINNING**; thence North 00°01'25" West 32.00 feet along the west line of said grant deed; thence leaving last said line South 89°59'25" East 223.18 feet to the easterly line of said grant deed; thence along last said line South 00°01'25" East 32.00 feet to the northerly line of said Kentucky Avenue; thence along last said line North 89°59'25" West 223.18 feet to the **POINT OF BEGINNING.**

Containing 7,142 square feet (0.164 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-021.docx

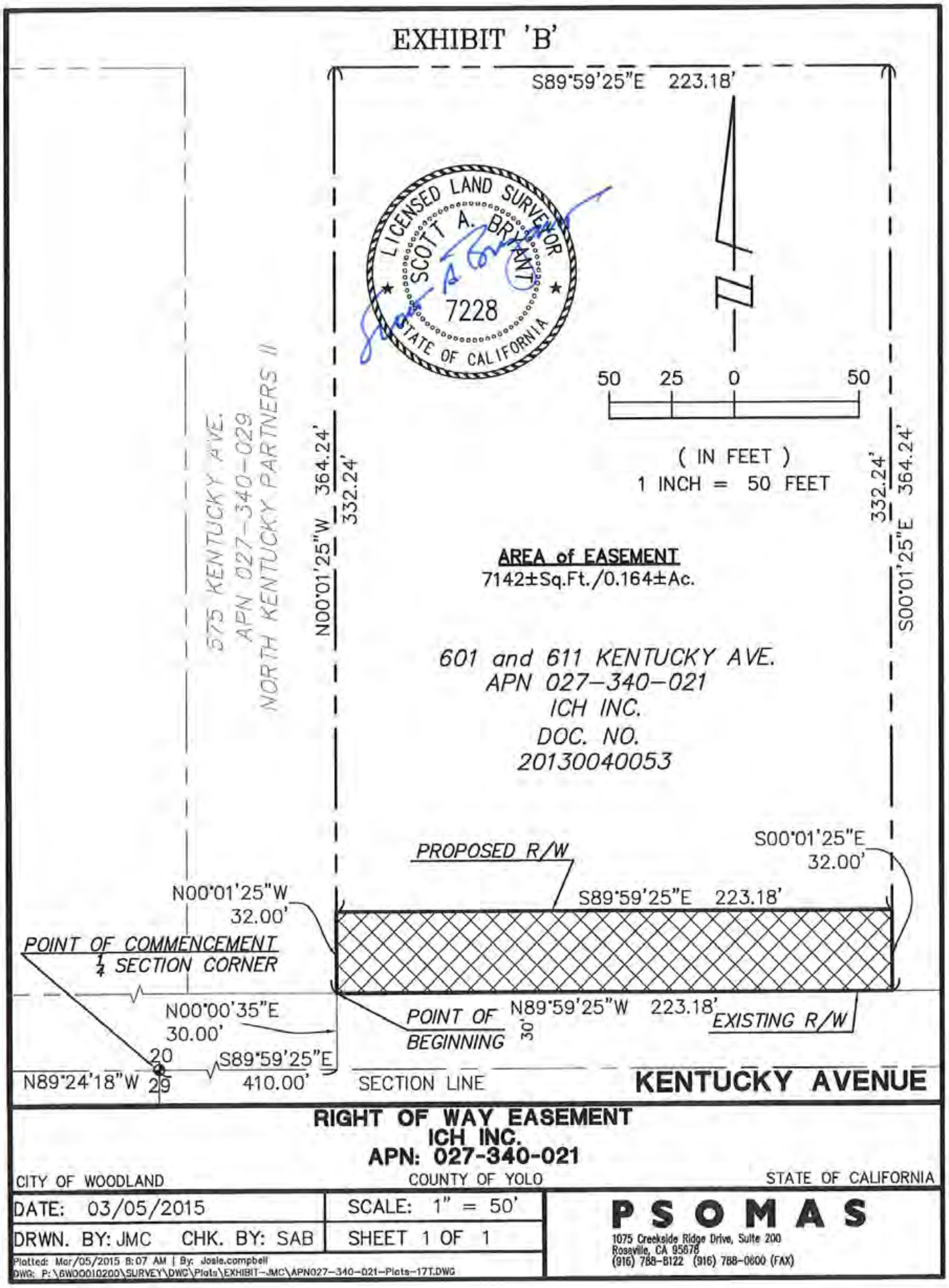


EXHIBIT 'B'
S89°59'25"E 223.18'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
575 KENTUCKY AVE.
APN 027-340-029
NORTH KENTUCKY PARTNERS II
N00°01'25"W 364.24'
332.24'
332.24'
S00°01'25"E 364.24'
AREA of EASEMENT
7142±Sq.Ft./0.164±Ac.
601 and 611 KENTUCKY AVE.
APN 027-340-021
ICH INC.
DOC. NO.
20130040053
PROPOSED R/W
S00°01'25"E
32.00'
N00°01'25"W
32.00'
S89°59'25"E 223.18'
POINT OF COMMENCEMENT
¼ SECTION CORNER
N00°00'35"E
30.00'
POINT OF BEGINNING
N89°59'25"W 223.18'
EXISTING R/W
30'
20
29
N89°24'18"W
S89°59'25"E
410.00'
SECTION LINE
KENTUCKY AVENUE
RIGHT OF WAY EASEMENT
ICH INC.
APN: 027-340-021
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 03/05/2015
SCALE: 1" = 50'
DRWN. BY: JMC CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

A Portion of
APN 027-340-021
The County of Yolo
Temporary Construction Easement
November 10, 2015
Page 1 of 1

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20130040053, Official Records of Yolo County, being described as follows:

A strip of land 10.00 feet wide lying northerly of the following described line;

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 410.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of Kentucky Avenue, said point being the southwesterly corner of said lands, thence North 00°01'25" West 32.00 feet along the west line of said lands to the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 223.18 feet to the easterly line of said lands and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to begin at the easterly line of said parcel and terminate at the westerly line of said parcel.

Containing 2,232 square feet (0.051 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYAN
No. 7228
STATE OF CALIFORNIA

APPRAISAL PLAT
ICH, INC.
APN: 027-340-021

CITY OF WOODLAND — COUNTY OF YOLO — STATE OF CALIFORNIA

DATE: 11/10/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Nov/10/2015 11:08 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-021-17T-Appraisal.DWG

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 027-340-025, BY EMINENT DOMAIN, IS NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs addresses of 39542 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 027-340-025, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

Section 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____
City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____
Ana, Gonzalez City Clerk of the City of Woodland

____
Mayor of the City of Woodland

ATTEST

____
Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain Certificate of Compliance for Lot line Elimination or Adjustment recorded in Book 2276, Page 607, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence westerly along said section line North 89°24'18" West 333.59 feet; thence leaving last said line North 00°35'42" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point being the intersection of said northerly right of way with the westerly line of said lands; thence along last said line South 89°24'18" East 126.77 feet to the **POINT OF BEGINNING**; thence leaving last said line North 00°01'41" West 6.37 feet; thence North 86°39'26" East 122.01 feet; thence North 83°59'13" East 107.30 feet; thence North 78°13'26" East 25.10 feet; thence South 89°59'25" East 79.89 feet to easterly line of said lands; thence along last said line South 00°00'59" West 32.00 to the northerly right of way of Kentucky Avenue; thence along said northerly right of way North 89°59'25" West 126.46 feet; thence continuing along last said line North 89°24'18" West 206.51 feet to the **POINT OF BEGINNING**.

Containing 6,797 square feet (0.156 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-025-14T.docx

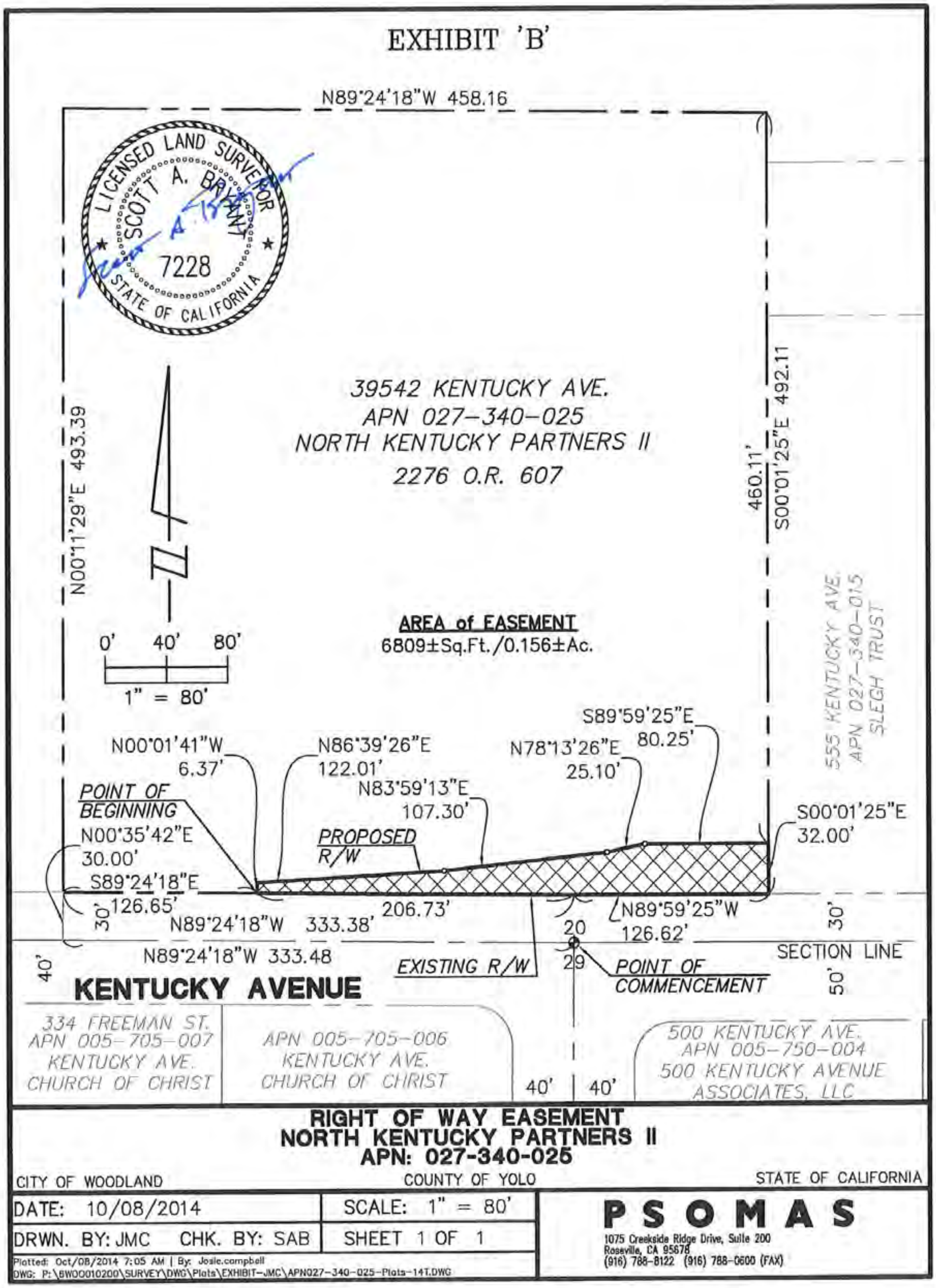


EXHIBIT 'B'
N89°24'18"W 458.16
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
39542 KENTUCKY AVE.
APN 027-340-025
NORTH KENTUCKY PARTNERS II
2276 O.R. 607
N00°11'29"E 493.39
460.11'
S00°01'25"E 492.11
555 KENTUCKY AVE.
APN 027-340-015
SLEGH TRUST
AREA of EASEMENT
6809±Sq.Ft./0.156±Ac.
0' 40' 80'
1" = 80'
N00°01'41"W
6.37'
N86°39'26"E
122.01'
N83°59'13"E
107.30'
N78°13'26"E
25.10'
S89°59'25"E
80.25'
POINT OF BEGINNING
N00°35'42"E
30.00'
S89°24'18"E
126.65'
PROPOSED R/W
S00°01'25"E
32.00'
30'
N89°24'18"W 333.38'
206.73'
N89°59'25"W
126.62'
20
29
N89°24'18"W 333.48
EXISTING R/W
POINT OF COMMENCEMENT
SECTION LINE
30'
50'
40'
KENTUCKY AVENUE
334 FREEMAN ST.
APN 005-705-007
KENTUCKY AVE.
CHURCH OF CHRIST
APN 005-705-006
KENTUCKY AVE.
CHURCH OF CHRIST
40' 40'
500 KENTUCKY AVE.
APN 005-750-004
500 KENTUCKY AVENUE
ASSOCIATES, LLC
RIGHT OF WAY EASEMENT
NORTH KENTUCKY PARTNERS II
APN: 027-340-025
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 10/08/2014
SCALE: 1" = 80'
DRWN. BY: JMC CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)
Plotted: Oct/08/2014 7:05 AM | By: Josie.campbell
DWG: P:\8WOO010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-025-Plots-14T.DWG

A Portion of
APN 027-340-025
The County of Yolo
Temporary Construction Easement
November 10, 2015

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain Certificate of Compliance for Lot Line Elimination or Adjustment recorded in Book 2276, Page 607, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence westerly along said section line North 89°24'18" West 333.48 feet; thence leaving last said line North 00°35'42" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point being the intersection of said northerly right of way with the westerly line of said lands, said point also being the **POINT OF BEGINNING**; thence along the westerly line of said lands North 00°11'29" East 10.00 feet; thence leaving last said line South 89°24'14" East 126.72 feet; thence North 01°00'07" West 6.39 feet; thence North 86°39'26" East 121.20 feet; thence North 83°59'13" East 56.44 feet; thence North 00°34'29" East 34.23 feet; thence North 83°59'13" East 44.49 feet; thence North 78°13'26" East 16.18 feet; thence South 00°34'29" West 34.81 feet; thence North 78°13'26" East 15.16 feet; thence South 89°59'25" East 81.29 feet to the easterly line of said lands; thence along last said line South 00°01'25" East 10.00 feet; thence leaving last said line North 89°59'25" West 80.25 feet; thence South 78°13'26" West 25.10 feet; thence South 83°59'13" West 107.30 feet; thence South 86°39'26" West 122.01 feet; thence South 00°01'41" East 6.37 feet; thence North 89°24'18" West 126.65 feet to the **POINT OF BEGINNING.**

Containing 6,673 square feet (0.153 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-025

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 11/10/2014	SCALE: 1" = 80'	PSOMAS
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Nov/10/2015 2:07 PM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-025-14T-Appraisal.DWG

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 027-340-029, BY EMINENT DOMAIN, ARE NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs addresses of 575 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 027-340-029, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

<u>Section 7. Further Activities.</u> Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

<u>Section 8. Effective Date.</u> This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____

City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____

Ana, Gonzalez City Clerk of the City of Woodland

____

Mayor of the City of Woodland

ATTEST

____

Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

A Portion of
APN 027-340-029
The County of Yolo
Right of Way Easements
October 8, 2014
Page 1 of 1

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 3 as described on that certain parcel map recorded in Book 10, at Page 94 and 95, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 350.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 3 recorded in Book 10, at Page 94 and 95, Official Records of said County; thence northerly along the westerly line of said Parcel 3 North 00°01'25" East 20.00 feet to the **POINT OF BEGINNING**; thence continuing along last said line North 00°01'25" East 12.00 feet; thence leaving last said line South 89°59'25" East 60.00 feet to the easterly line of said Parcel 3; thence along last said line South 00°01'25" West 12.00 feet to a point which lies 20.00 feet northerly along last said line from the southeasterly corner of said Parcel 3; thence leaving the last said line North 89°59'25" West 60.00 feet to the **POINT OF BEGINNING**.

Containing 720 square feet (0.017 acres), more or less.

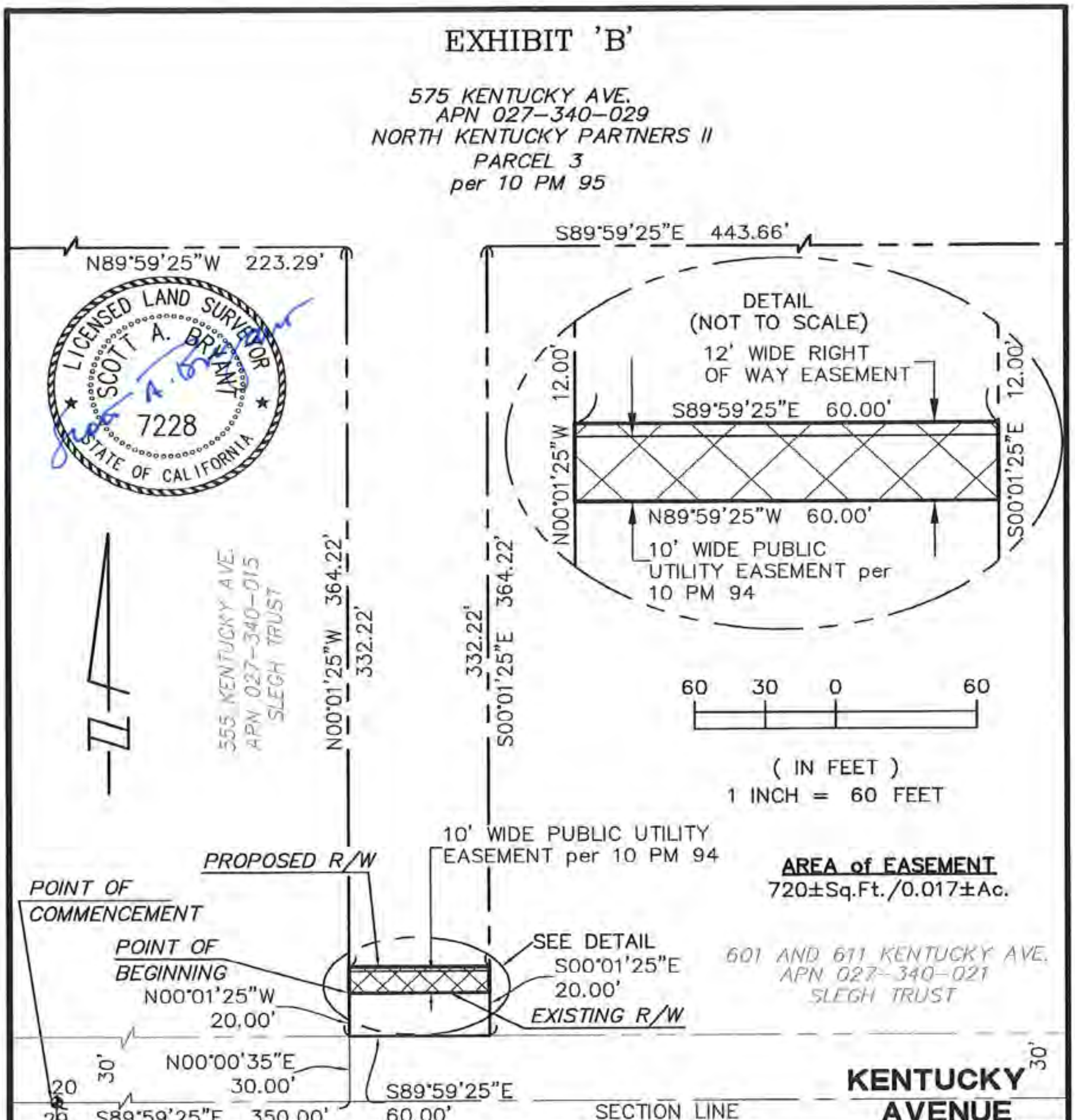
The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-029-16T.docx



RIGHT OF WAY EASEMENT NORTH KENTUCKY PARTNERS II APN: 027-340-029		
CITY OF WOODLAND	COUNTY OF YOLO	STATE OF CALIFORNIA
DATE: 10/08/2014	SCALE: 1" = 60'	PSOMAS 1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	
Plotted: Oct/08/2014 8:09 AM | By: Josie.campbell DWG: P:\8WO0010200\SURVEY\DWG\Plots\EXHIBIT-JMC\APN027-340-029-Plots-16T.DWG		

A Portion of
APN 027-340-029
The County of Yolo
Temporary Construction Easement
November 10, 2015

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 3 as described on that certain parcel map recorded in Book 10, at Page 94 and 95, Official Records of Yolo County, being described as follows:

A strip of land 10.00 feet wide lying northerly of the following described line;

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 350.00 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 3 recorded in Book 10, at Page 94 and 95, Official Records of said County; thence northerly along the westerly line of said Parcel 3 North 00°01'25" East 32.00 feet to the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 60.00 feet to the easterly line of said Parcel 3, and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to begin at the easterly line of said parcel and terminate at the westerly line of said parcel.

Containing 600 square feet (0.014 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-029

CITY OF WOODLAND	COUNTY OF YOLO	STATE OF CALIFORNIA
DATE: 11/10/2015	SCALE: 1" = 60'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Nov/10/2015 10:12 AM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-029-16T-Appraisal.DWG

RESOLUTION NO. 2015-___

A RESOLUTION OF NECESSITY BY THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING THAT THE ACQUISITION OF A PERMANENT ROAD RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN PORTIONS OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS ASSESSOR PARCEL NUMBER 027-340-017, BY EMINENT DOMAIN, IS NECESSARY FOR THE PURPOSE OF THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland (the "City") proposes to acquire a permanent road right-of-way easement and temporary construction easement for the installation, construction and maintenance of a public road in a portion of certain real property, with situs addresses of 621 Kentucky Avenue, in the City of Woodland, Yolo County, California, more particularly described as Assessor Parcel Number 027-340-017, for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project"), pursuant to the authority granted to it by sections 37350.5 and 40404 of the California Government Code; and

WHEREAS, the environmental impacts of the Project were previously analyzed with an initial study and mitigated negative declaration, and a notice of determination was filed on or about October 27, 2014; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a public hearing for Tuesday, November 17, 2015, at 6:00 p.m., at Woodland City Hall, City Council Chambers, Second Floor, 300 First Street, Woodland, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure;

NOW, THEREFORE, THE CITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Compliance with California Code of Civil Procedure and California Environmental Quality Act. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing and with the California Environmental Quality Act.

Section 2. Public Use. The public use for which the real property is to be acquired is for the widening, reconstruction and upgrade of Kentucky Avenue in the City of Woodland, California, sometimes referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07. Sections 37350.5 and 40404 of the California Government Code authorize the City to acquire, by eminent domain, real property necessary for such purposes.

Section 3. Description of Property. Attached and marked as Exhibits "A" are the legal descriptions and plat maps of the property interests to be acquired by the City, which describe the general location and extent of the property to be acquired with sufficient detail for reasonable identification.

Section 4. Findings. The City hereby finds and determines each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The real property described and depicted in Exhibit "A" hereto is necessary for the proposed Project; and

(d) The offer required by section 7267.2 of the California Government Code was made;

(e) The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the interest in the property described herein; and

(f) The City has fully complied with all provisions of the California Environmental Quality Act for the Project.

Section 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal description of these easements and rights-of-way are on file with the City and describe the general location and extent of these easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

Section 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public uses. Counsel for the City is authorized to acquire the real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such

improvements to the real property being acquired that it determines is reasonably necessary to mitigate any adverse impact upon the existing public uses.

Section 7. Further Activities. Counsel for the City is hereby authorized to file legal proceedings necessary to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the subject real property. Counsel is further authorized to reduce or modify the extent of the interests or property to be acquired so as to reduce the compensation payable in the action where such reduction or mediation would not substantially impair the construction and operation of the Project for which the real property is being acquired.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 17th day of November, 2015.

READ AND APPROVED AS TO LEGAL FORM:

____
City Attorney

I, Ana Gonzalez, City Clerk of the City of Woodland, California, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 17th day of November, 2015, by the following vote to wit:

AYES: ___
NOES: ___
ABSENT: ___

____
Ana, Gonzalez City Clerk of the City of Woodland

____
Mayor of the City of Woodland

ATTEST

____
Ana Gonzalez, City Clerk

EXHIBIT A

EXHIBIT A

Legal Definitions of Property to be Acquired

The following is a list of definitions of legal rights to be acquired by the City of Woodland:

"**Road Right-of-Way Easement**" refers to the non-exclusive, permanent and perpetual easement and right of way in favor of the City of Woodland, and its successors and assigns for public road right-of-way and utilities, including the installation and maintenance of roadway, curbs and sidewalk, or walkway, together with any appurtenances pertaining thereto; for landscaping, for the purpose of planting and maintaining landscaping and other incidental purposes as deemed necessary by City; for street lighting and traffic signal facilities including foundations, standards, conduit, and any and all appurtenances pertaining thereto; public utilities, including but not limited to, water, sewer, gas, and drainage facilities, poles, overhead power lines, telephone, cable TV, underground power and other appurtenances as City may deem necessary together with the right to construct, reconstruct, operate and maintain all of the aforementioned over, across, through and under the described property.

The City of Woodland, its agents, employees, successors and assigns, shall have the right of ingress to and egress from the easement and right of way for the purpose of exercising the rights conveyed herein.

"Temporary Construction Easement (TCE)" refers to a non-exclusive, temporary construction easement in the favor of the City of Woodland, and its successors and assigns, for the purpose of construction activities related to the City of Woodland's Kentucky Avenue Complete Streets Improvement Project including, but not limited to use for ingress and egress, road and sidewalk construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not unreasonably impair the property owner's use, access and ingress/egress on the remainder property.

The TCE shall become effective upon commencement of construction on or after May 1, 2016 and shall terminate either upon receiving written notification of the completion of construction of that portion of the project lying adjacent to the above described parcel, or no more than 24-months after commencement of construction, whichever event occurs first.

A Portion of
APN 027-340-017
The County of Yolo
Right of Way Easements
October 8, 2014

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 8 as described in that certain deed recorded in Book 2294, at Page 721, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 633.18 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 8 recorded in Book 2294, at Page 721, Official Records of said County, and the **POINT OF BEGINNING**; thence along the westerly line of said Parcel 8 North 00°01'25" East 32.00 feet; thence leaving last said line South 89°59'25" East 141.45 feet to the easterly line of said Parcel 8; thence along last said line South 00°01'25" East 32.00 feet to a point which lies on the northerly right of way of said Kentucky Avenue, said point is also the southeasterly corner of said Parcel 8; thence along the last said line North 89°59'25" West 141.45 feet to the **POINT OF BEGINNING.**

Containing 4,526 square feet (0.104 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

P:\6WOO010200\SURVEY\LEGALS\Easements-Takes\027-340-017-18T.docx

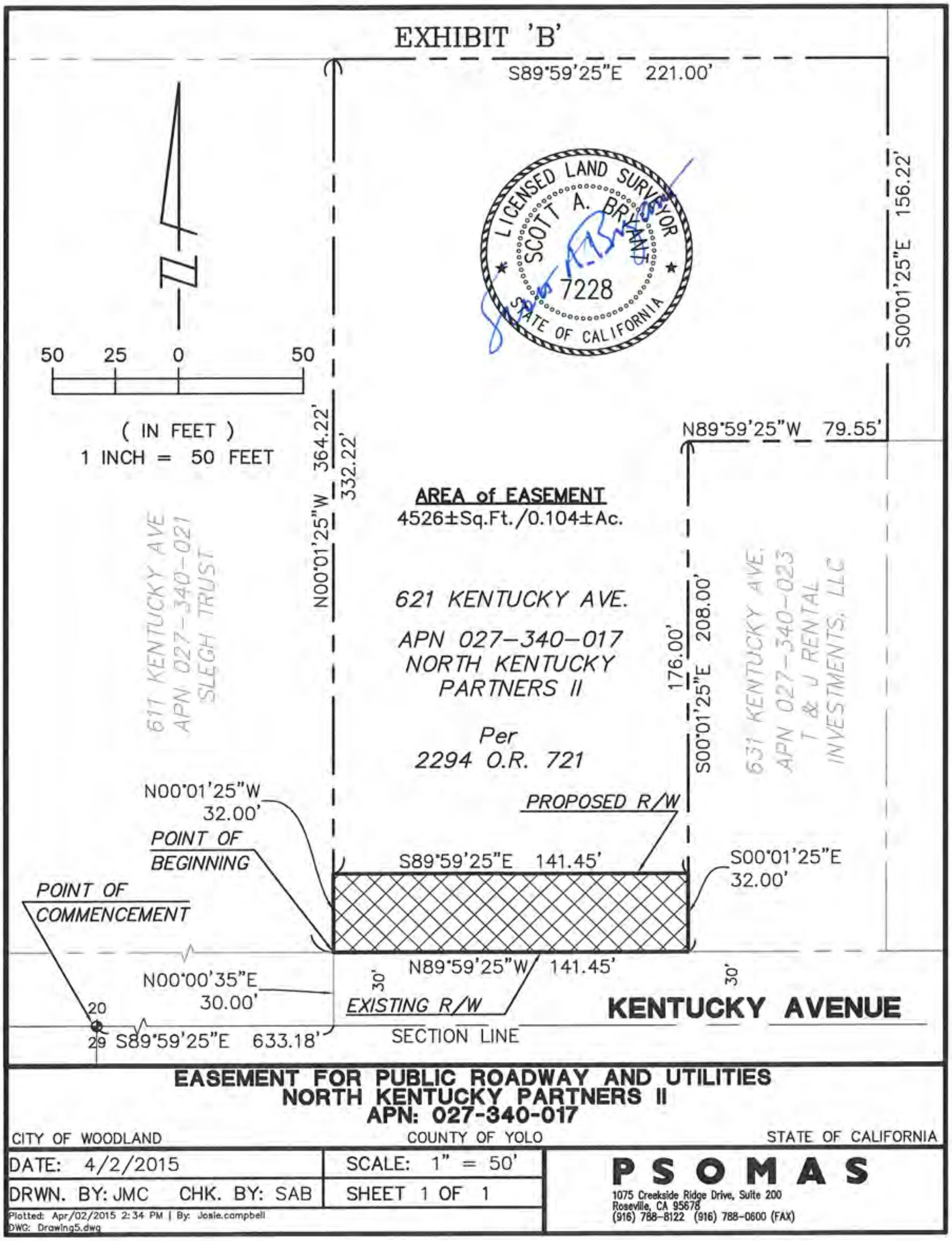


EXHIBIT 'B'
S89°59'25"E 221.00'
S00°01'25"E 156.22'
N89°59'25"W 79.55'
LICENSED LAND SURVEYOR
SCOTT A. BRYANT
7228
STATE OF CALIFORNIA
50 25 0 50
(IN FEET)
1 INCH = 50 FEET
N00°01'25"W 364.22'
332.22'
AREA of EASEMENT
4526±Sq.Ft./0.104±Ac.
611 KENTUCKY AVE
APN 027-340-021
SLEGH TRUST
621 KENTUCKY AVE.
APN 027-340-017
NORTH KENTUCKY
PARTNERS II
Per
2294 O.R. 721
S00°01'25"E 208.00'
176.00'
631 KENTUCKY AVE.
APN 027-340-023
T & J RENTAL
INVESTMENTS, LLC
N00°01'25"W
32.00'
POINT OF
BEGINNING
PROPOSED R/W
S89°59'25"E 141.45'
S00°01'25"E
32.00'
POINT OF
COMMENCEMENT
N89°59'25"W 141.45'
30'
30'
N00°00'35"E
30.00'
EXISTING R/W
KENTUCKY AVENUE
20
29
S89°59'25"E 633.18'
SECTION LINE
EASEMENT FOR PUBLIC ROADWAY AND UTILITIES
NORTH KENTUCKY PARTNERS II
APN: 027-340-017
CITY OF WOODLAND
COUNTY OF YOLO
STATE OF CALIFORNIA
DATE: 4/2/2015
SCALE: 1" = 50'
DRWN. BY: JMC
CHK. BY: SAB
SHEET 1 OF 1
PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)
Plotted: Apr/02/2015 2:34 PM | By: Josie.campbell
DWG: Drawing5.dwg

A Portion of
APN 027-340-017
The County of Yolo
Temporary Construction Easement
November 10, 2015

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 20, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel 8 as described in that certain deed recorded in Book 2294, at Page 721, Official Records of Yolo County, being described as follows:

A strip of land 10.00 feet wide lying northerly of the following described line;

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 633.18 feet; thence leaving last said line North 00°00'35" East 30.00 feet to a point on the northerly right of way of said Kentucky Avenue, said point also being the southwesterly corner of said Parcel 8 recorded in Book 2294, at Page 721, Official Records of said County, thence along the westerly line of said Parcel 8 North 00°01'25" East 32.00 feet to the **POINT OF BEGINNING,** thence leaving last said line South 89°59'25" East 141.45 feet to the easterly line of said Parcel 8, and the **POINT OF TERMINATION**.

The sidelines of said strip shall be lengthened or shortened to begin at the easterly line of said parcel and terminate at the westerly line of said parcel.

Containing 1,415 square feet (0.032 acres), more or less.

The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

APPRAISAL PLAT
NORTH KENTUCKY PARTNERS II
APN: 027-340-017

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 11/10/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Nov/10/2015 10:37 AM | By: Josie.campbell
DWG: P:\6WO010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN027-340-017-18T-Appraisal.DWG

City of Woodland

October 9, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 005-692-002
Grantor: Elizabeth J. Crum, Trustee

Elizabeth J. Crum, Trustee
704 Kentucky Avenue
Woodland, CA 95695

Dear Ms. Crum,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.
B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

You are hereby notified that the City Council of the City of Woodland at its meeting to be held at City Hall on **November 3, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Road Widening Project. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the Adoption and within six months of the Adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City

Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 3, 2015 hearing before the City Council – likely the week of October 26, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 3, 2015

TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

Attachments

APPRAISAL PLAT
ELIZABETH J. CRUM REVOCABLE TRUST
APN: 005-692-002

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 10:05 AM | By: Josie.campbell
DWG: P:\6W00010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN005-750-002-23T-Appraisal.DWG

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 20100028989, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 720.49 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 20100028989, Official Records of said County, said point also being the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 117.00 feet along the northerly line of said lands to the northeasterly corner of said lands; thence leaving last said line South 00°24'07" West 20.00 feet along the easterly line of said lands; thence leaving last said line North 89°59'25" West 117.00 feet to the westerly line of said lands; thence along last said line North 00°24'07" East 20.00 feet to the **POINT OF BEGINNING.**

Containing 2,340 square feet (0.054 acres), more or less.

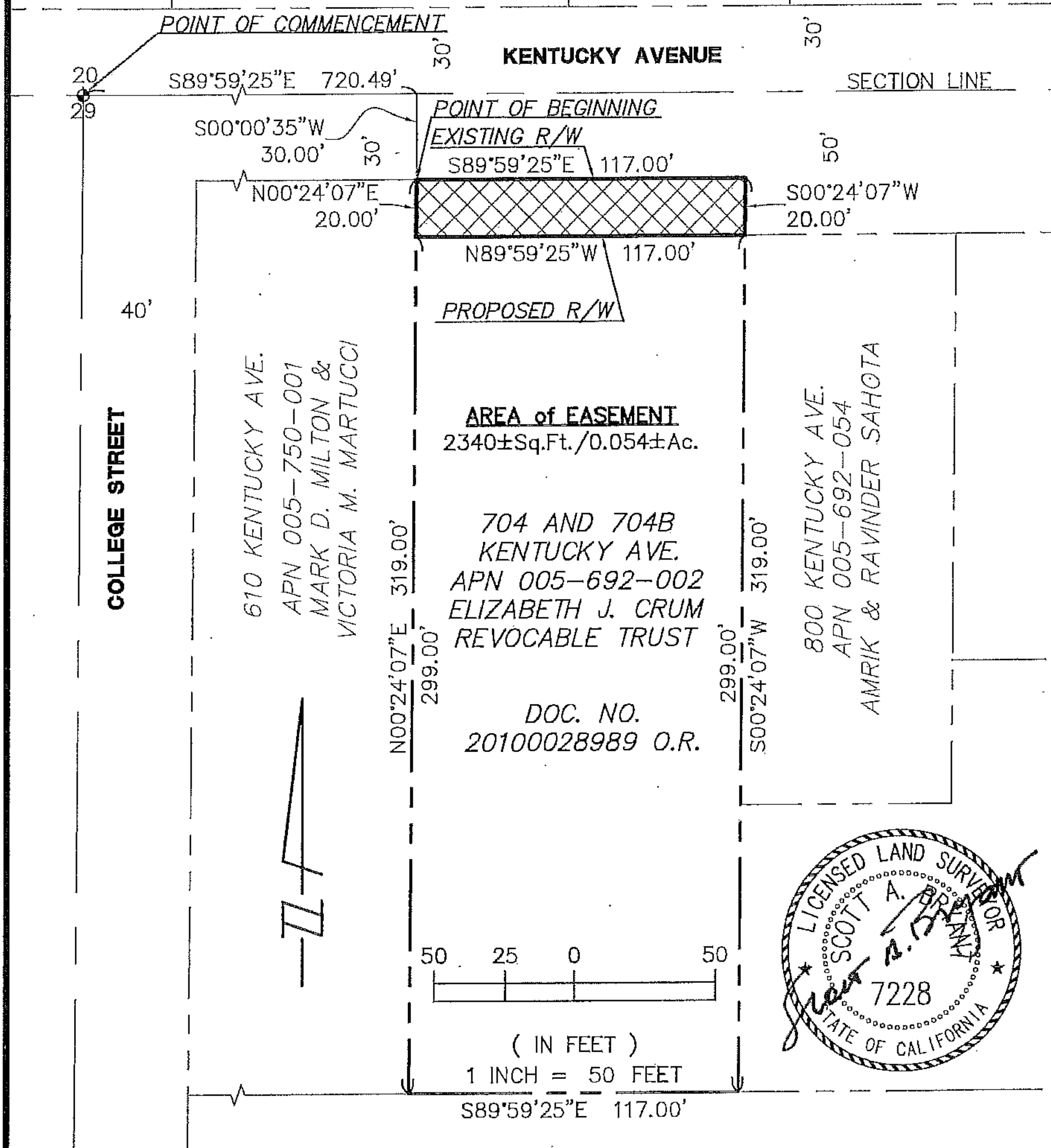
The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYANT
No. 7228
STATE OF CALIFORNIA

EXHIBIT 'B'



RIGHT OF WAY EASEMENT
ELIZABETH J. CRUM REVOCABLE TRUST
APN: 005-692-002

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 02/11/2015	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/11/2015 9:34 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\APN005-692-002-Plats-23T.DWG

City of Woodland

October 9, 2015

District: 3 Co. Yolo Rte. Kentucky Ave.
EA: 03-OS3456
Parcel: APN 005-750-001
Grantor: Mr. Milton and Mrs. Martucci

Mark Milton and Victoria Martucci
610 Kentucky Avenue
Woodland, CA 95695

Dear Mr. Milton and Mrs. Martucci,

The law provides procedures for public agencies to acquire private for property for public use. It requires that every agency which intends to condemn property notify the owners of its intention to condemn. California Code of Civil Procedure (CCP) Section 1240.030 provides that the power of eminent domain may be exercised to acquire property for a proposed project if the following three conditions are established:

A. The public interest and necessity require the project.

B. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

C. The property sought to be acquired is necessary for the project.

Also, CCP Section 1245.230 requires that the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

You are hereby notified that the City Council of the City of Woodland at its meeting to be held at City Hall on **November 3, 2015 at 6:00 PM** in Woodland, California, will be asked to decide if the above conditions have been met concerning your property and, if so, to adopt a Resolution of Necessity ("Resolution") that, if adopted, will authorize the City to acquire a portion of your property by eminent domain for the Kentucky Avenue Road Widening Project. A description of the required property is attached to this Notice. Questions regarding ***the amount of compensation to be paid or the value of the property*** to be acquired are not part of this proceeding and the City Council will not consider such in determining whether a Resolution should be adopted.

The City's adoption of the Resolution authorizes the City of Woodland to acquire the property by eminent domain. In the time period following the Adoption and within six months of the Adoption of a Resolution, the City will prepare and file a complaint in the Yolo County Superior Court commencing the eminent domain proceeding. All issues related to the compensation to be awarded for the acquisition of your property will be resolved in the court proceeding.

The law provides you an opportunity to appear before the City Council and raise questions concerning only the three conditions referred to in CCP 1240.030 as cited above. If you file a written request to appear (within 15 days from the mailing or serving of this Notice), you are entitled to appear and object to the adoption of the Resolution.

Your written request to appear should include a statement indicating which of the three conditions listed in the first paragraph above you contend have not been met. By designating which of the conditions form the basis of your challenge and explaining why you believe they have not been met, you will enable the City

Council to authorize a full and expeditious review of the project's effect on your property. Based on a review, the City will then prepare a report to be presented to the City Council at the meeting at which you intend to appear.

Your written request to appear must actually be on file with the City within the 15-day period set forth above. Failure to file a written request to appear will result in a waiver of your right to appear and be heard.

All requests to appear must be sent for filing to:

Ana Gonzalez, City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

If you request an appearance, you will be notified of a meeting to be held prior to the November 3, 2015 hearing before the City Council – likely the week of October 26, 2015. We will follow-up with you regarding the date, time and location of that meeting at a later date.

For your convenience, if you are unable to personally appear or choose to submit written objections in place of a personal appearance, the City Council will consider any written objections so long as they are filed within the 15-day period set forth above. All written objections filed with the City Council within the 15-day period will become part of the official record of the meeting at which the City Council hears the Resolution. We recommend that if you intend to appear, or if you intend to submit written objections in place of an appearance, you mail your correspondence Certified Mail, Return receipt requested to confirm that your response was received within the 15-day period.

If you have any questions regarding the project, please call the Senior Right of Way Agent acting on behalf of the City of Woodland in this matter, Mr. Tom Ganyon at telephone number (916) 978-4900 ext. 218 or cell (530) 845-3885.

DATE OF HEARING: Tuesday, November 3, 2015

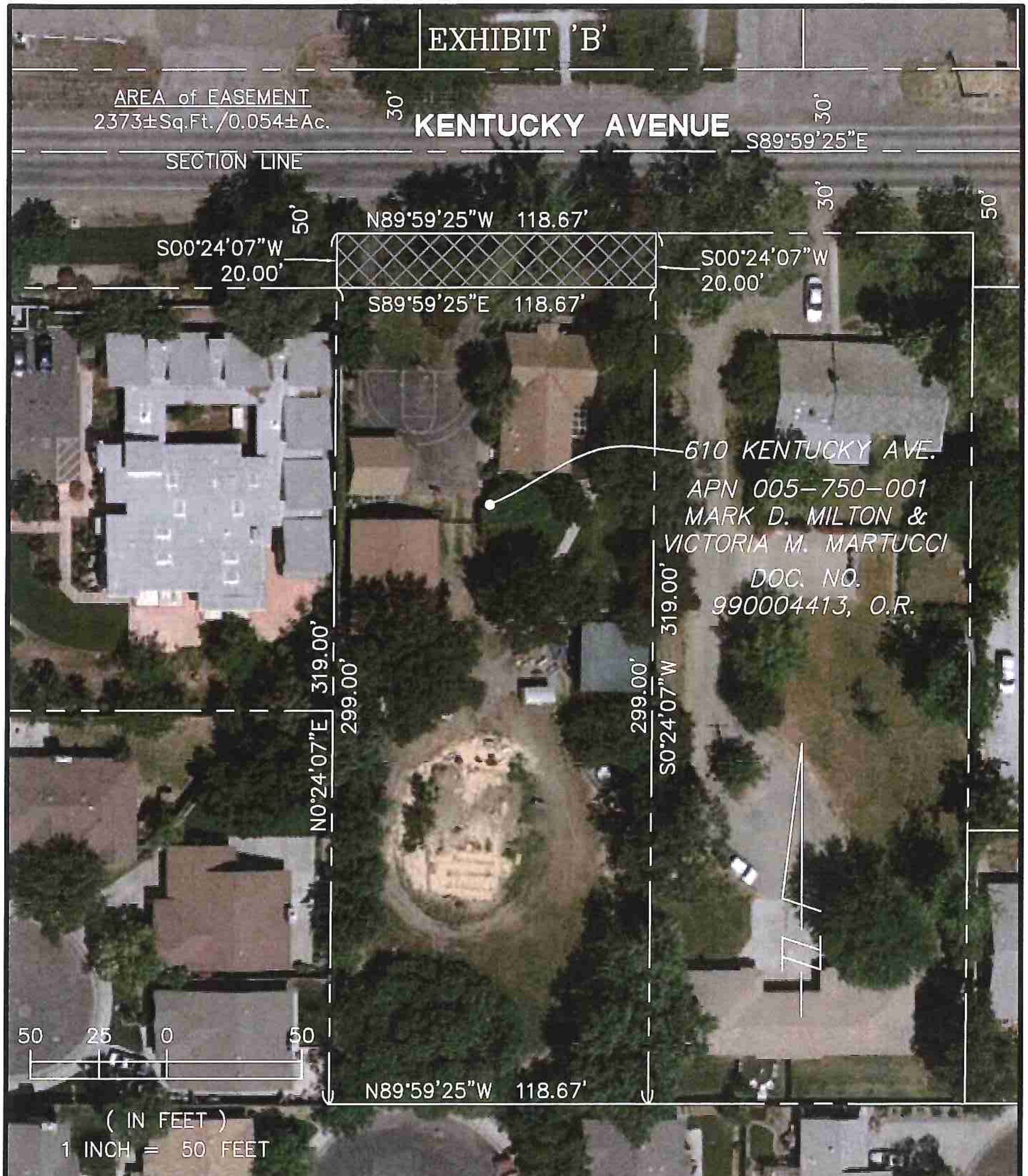
TIME OF HEARING: 6:00 PM

PLACE OF HEARING: City Hall
300 First Street
Woodland, CA 95695

Sincerely,

Brent Meyer
City Engineer
City of Woodland

Attachments



APPRAISAL PLAT
MARK D. MILTON & VICTORIA M. MARTUCCI
APN: 005-750-001

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 10/08/2014	SCALE: 1" = 50'	**PSOMAS**
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/08/2014 10:18 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\AppraisalPlats\APN005-750-001-22T-Appraisal.DWG

EXHIBIT "A"
ROAD RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION

All that real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 29, Township 10 North, Range 2 East, Mount Diablo Meridian, also being a portion of the lands described in that certain grant deed recorded as Document No. 990004413, Official Records of Yolo County, being described as follows:

COMMENCING at the intersection of the centerline of Kentucky Avenue with the centerline of College Street, said intersection also being a quarter section corner common to Sections 20 and 29 of said Township 10 North, Range 2 East; thence easterly along said section line South 89°59'25" East 601.82 feet; thence leaving last said line South 00°00'35" West 30.00 feet to a point on the southerly right of way of said Kentucky Avenue, said point being the northwesterly corner of said lands recorded as Document No. 990004413, Official Records of said County, said point also being the **POINT OF BEGINNING**; thence leaving last said line South 89°59'25" East 118.67 feet along the northerly line of said lands to the northeasterly corner of said lands; thence leaving last said line South 00°24'07" West 20.00 feet along the easterly line of said lands; thence leaving last said line North 89°59'25" West 118.67 feet to the westerly line of said lands; thence along last said line North 00°24'07" West 20.00 feet to the **POINT OF BEGINNING.**

Containing 2,373 square feet (0.054 acres), more or less.

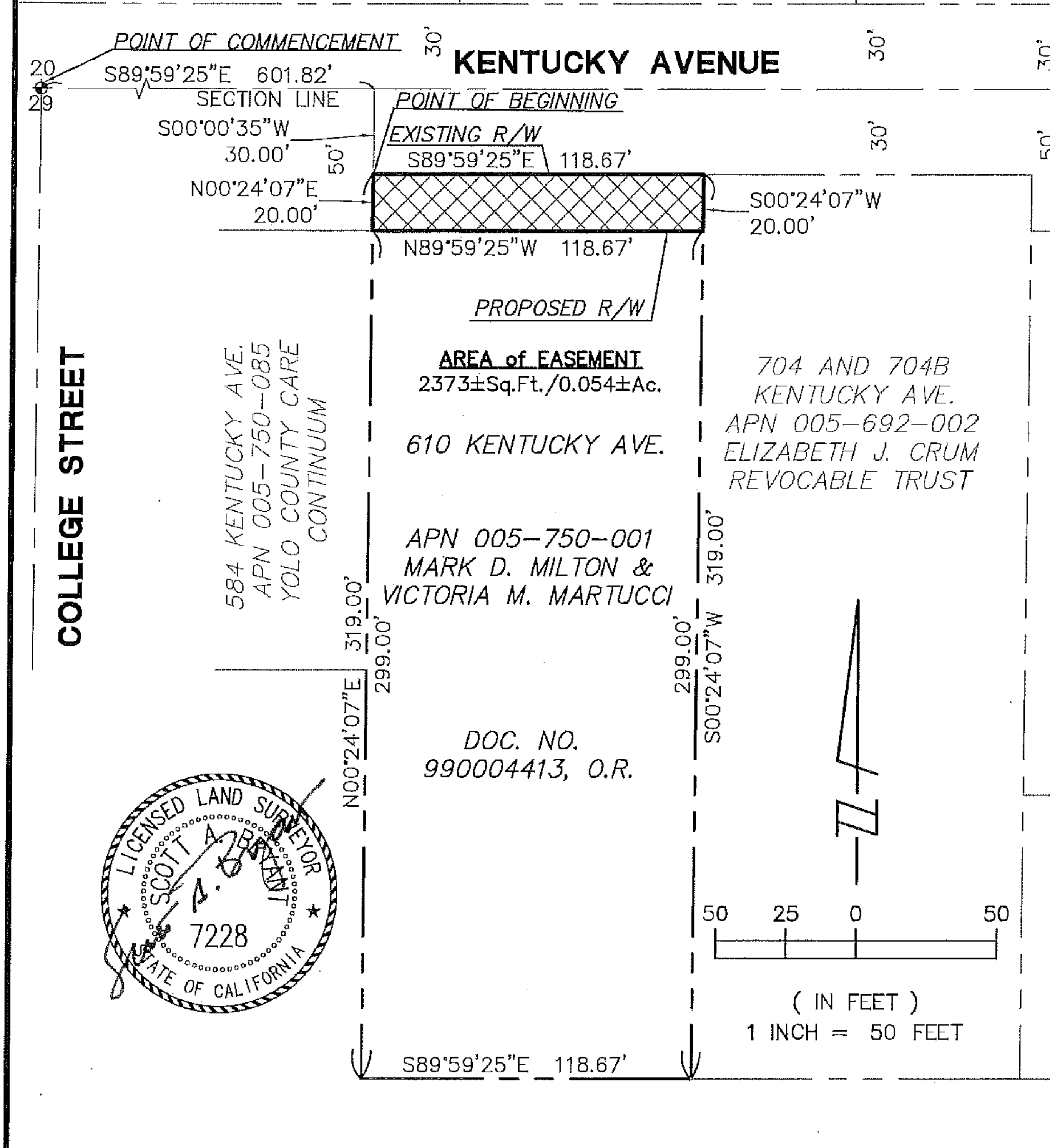
The basis of bearings for this description is identical to that certain record of survey filed in Book 2002 of Maps at Page 88, Yolo County Records.

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

LICENSED LAND SURVEYOR
SCOTT A. BRYA
No. 7228
STATE OF CALIFORNIA

EXHIBIT 'B'



RIGHT OF WAY EASEMENT
MARK D. MILTON & VICTORIA M. MARTUCCI
APN: 005-750-001

CITY OF WOODLAND | COUNTY OF YOLO | STATE OF CALIFORNIA

DATE: 02/11/2015	SCALE: 1" = 50'	PSOMAS
DRWN. BY: JMC CHK. BY: SAB	SHEET 1 OF 1	1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)

Plotted: Feb/11/2015 10:02 AM | By: Josie.campbell
DWG: P:\6WO0010200\SURVEY\DWG\Plats\EXHIBIT-JMC\APN005-750-001-Plats-22T.DWG

File #: 16-217, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: PUBLIC HEARING - Amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 (Signs) of Chapter 25 (Zoning Ordinance) of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland

Recommendation for Action: Staff recommends that the City Council:

1. Conduct a public hearing; and
2. Adopt the Initial Study/Negative Declaration prepared for the Sign Ordinance Amendment as the appropriate level of environmental review for the project; and
3. Adopt Ordinance No. _____, approving amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 (“Signs”) of Chapter 25 (“Zoning Ordinance”) of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland.

Staff Contact

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

Fiscal Impact

Costs associated with processing and adoption of the proposed ordinance amendment are covered by the project applicants.

Report in Brief

The City of Woodland received two separate, standalone applications (Attachment 4) requesting the installation of digital freeway signs along the Interstate 5 corridor. The city’s Zoning Ordinance, specifically Article 24 pertaining to Signs, currently prohibits signs which “*move or simulate motion,*” including “*signs whose illumination or surface-change with time*.” As such, the applicants have requested an amendment to Article 24 of the Zoning Ordinance to allow for digital freeway signs along I-5 within the city. Digital Freeway Signs can be described as an off-premise outdoor advertising sign, utilizing digital message technology, capable of changing the static message or copy on the sign electronically and not prohibited as signs that move or simulate motion. A digital freeway sign may have one or more dynamic digital display areas.

Prior to review of the specific sign proposals, the City Council is being asked to review the proposed Sign Ordinance amendments to allow digital freeway signs and to recommend adoption of the proposed changes or provide further direction to staff regarding the project.

If and when the City Council adopts the proposed ordinance amendment (Attachment 1) to allow digital freeway signs, the project applicants will have an opportunity to revise their applications, if necessary and if desired, to bring their applications (specifically the design and use parameters of the digital signs themselves) into compliance with the adopted digital freeway sign standards. The specific sign applications will then be brought before the Planning Commission for review and consideration. The Planning Commission will make a recommendation to City Council regarding the approval of one or both digital freeway signs proposed. As the ordinance amendment is currently proposed, an Operating Agreement between the City Council and the applicant will be required and subject to review and adoption by City Council. Due to the competing sign interests, final approval of one or both of the digital freeway sign applications shall be subject to City Council review and consideration in addition to the required Operating Agreement.

A detailed outline of the proposed sign ordinance amendment is provided under the "Staff Analysis" section below.

Background

The city's Zoning Ordinance was originally adopted in 1949. The city's first Sign Ordinance (Ordinance No. 849) providing "criteria, standards, and limits for the regulation of signs" was adopted in 1974 and included the provision that prohibited "signs which move or simulate motion…including flashing blinking, animated, rotation signs or sign whose illumination or surface change with time but shall not include time and temperature signs." Provisions regarding signs within the city have been modified from time to time over the past 40 years. Most recently, in 2004, the City Council adopted amendments to Article 24 ("Signs") of the Zoning Ordinance; however the original provision that prohibited signs which "move or simulate motion" has remained nearly unchanged since 1974.

The city received applications for two separate, digital freeway sign installations and amendments to the Sign Ordinance in September 2014 and December 2014. Because digital signs are currently prohibited within the city, the applicants are also requesting amendments to the Sign Ordinance to allow for digital freeway signs; the subject of this staff report.

Discussion and Staff Analysis

Staff recommends approval of the requested amendment to Article 24, "Signs," of the Zoning Ordinance (Chapter 25 of the Woodland Municipal Code) to allow for a limited number of digital freeway signs within the city (see Attachment 1, Ordinance Amendment). The proposed amendments will allow the city to manage development of freeway advertising structures and those advertising structures located along major corridors internal to the city including East and Main Streets by: 1) removing outdated billboard structures; 2) controlling the number of digital signs permitted; and 3) providing a means to update freeway advertising to state of the art electronic messaging which will provide area businesses with additional advertising opportunities in a manner that minimizes visual clutter.

Currently twenty (20), off-premise, static billboard signs currently exist within the city either along Interstate 5, or along East and Main Streets consisting of a total of 36 display faces of varying sizes. Through the proposed ordinance language, there will be an opportunity to eliminate the visual impact resulting from an excess of large, outdated freeway and other older nonconforming signs internal to the city; and to consolidate and modernize freeway advertising. Digital freeway signs also allow for important "Amber Alert" and other public safety messages to be presented.

The proposed amendment to Article 24, "Signs," of the Zoning Ordinance (Chapter 25 of the Woodland Municipal Code) will provide specific requirements and regulations regarding digital freeway signs within the City of Woodland along certain specific segments of the I-5 corridor. The proposed ordinance amendment would include modifications to the followings sections of the Municipal Code as shown in detail in the attached draft ordinance amendment (Attachment 1):

- Section 25-24-15 to provide definitions for “Digital Freeway Sign” and “Digital Display Area;”
- Section 25-24-20 Subparagraph (d)(1) to modify the list of “Prohibited” signs to allow for an exception for digital freeway signs (the regulation that prohibits “signs which move or simulate motion” will remain in effect for all other signs within the city);
- Section 25-24-30(i)(1) Subparagraph (i)(1) to add the word “Billboards” as a heading;
- Section 25-24-30 to include a new section pertaining to “Digital Freeway Signs” including specific design and use parameters, a summary of which is provided below.

The draft sign ordinance language pertaining to the installation and operation of digital freeway signs within the city includes the following key provisions and standards pertaining to sign location, appearance, advertising/messaging, community benefit and review/permitting, as follows:

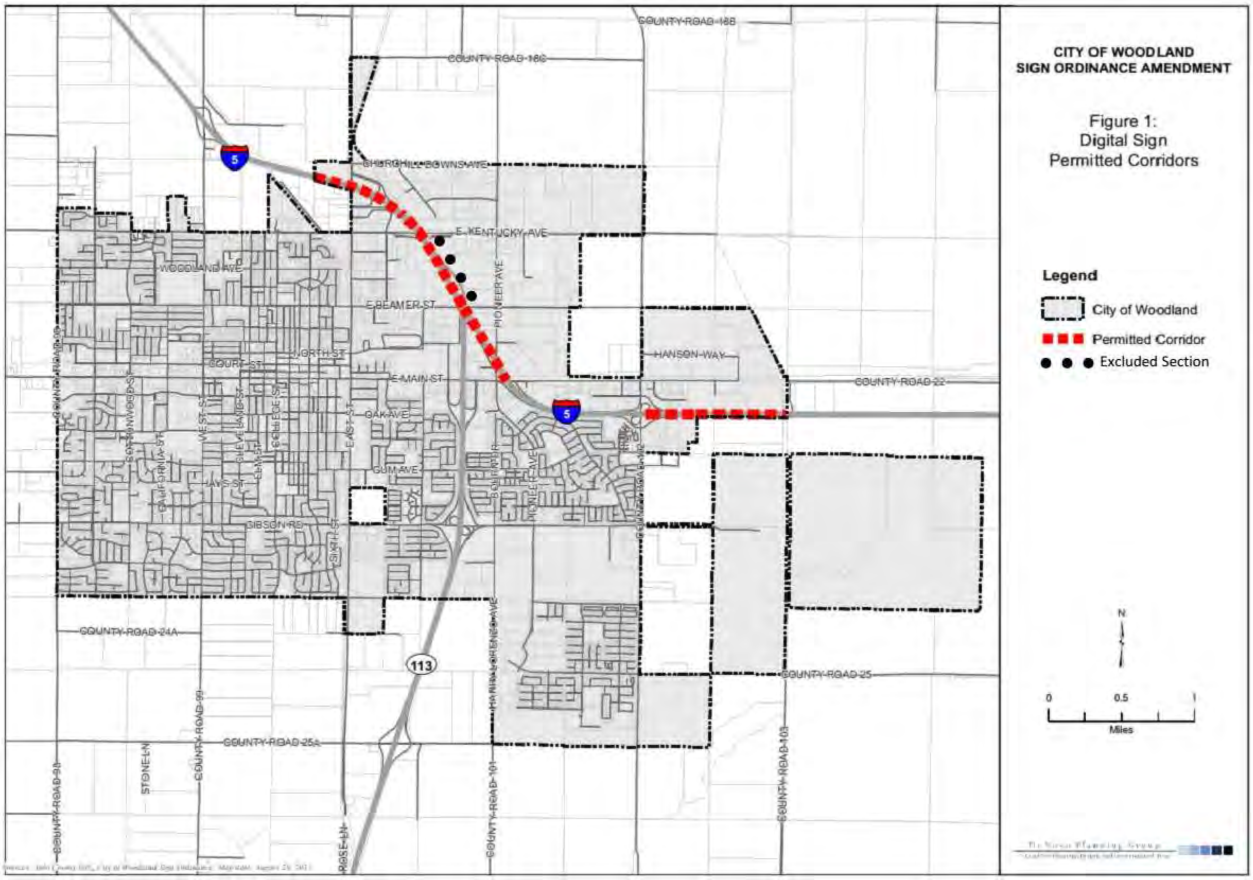
Sign Location

Location**.** *Digital freeway signs are permitted along two specific segments of the Interstate 5 (I-5) Corridor as described below (see also Figure 1, below):*

Segment One: The first permitted section of the I-5 corridor begins where the city boundary bisects the I-5 corridor to the north and runs south along I-5 to the East Main Street freeway underpass, excluding the section of frontage on the north side of I-5 between the East Beamer Street underpass and the East Kentucky Avenue overpass. Not more than two digital freeway signs (up to two digital display areas/faces allowed on each sign) are permitted within this segment. (Signs may be located on the same side of the freeway, or one on each side of the freeway, but not more than two, total, within this segment.)

Segment Two: The second permitted section along I-5 begins at County Road 102 and runs east along I-5 to the eastern boundary of the city. Not more than one digital freeway sign (including up to two digital display areas/faces) shall be permitted within this segment.

Digital freeway signs shall be located within five-hundred (500) feet of the freeway right-of-way. No digital freeway sign shall be located within 2,500 feet of another digital freeway sign on the same or opposite side of the freeway, subject to the maximum number of digital freeway signs permitted within Segments “One” and “Two” as described above.



As drafted, the ordinance amendment would prohibit digital freeway signs outside of these two specific segments of the I-5 corridor.

The proposed segments of the I-5 corridor would permit digital signs in areas where larger scale freeway oriented signage currently exists, including either static billboards or multi-tenant retail center signs. The area along the northeast segment of I-5 between East Beamer Street and East Kentucky Avenue is excluded because the area does not currently contain signage of any scale. This excluded stretch also serves as a large freeway on -ramp from Highway 113 to northbound I-5 and is an area where many large oak trees are established providing natural, aesthetic interest along this stretch of the corridor.

The stretch of I-5 between East Main Street and County Road 102 is excluded in its entirety given its proximity to existing residential uses that back up to I-5.

Staff recommends limiting the number of permitted digital freeway signs within each freeway segment to prevent excessive signage at the city's gateway and along I-5, but still allow for "consolidation" of commercial advertisement/messaging through the removal of existing static billboards within the city.

Based on public comment received at the October 15, 2015, Planning Commission hearing regarding the proposed sign ordinance, the following regulation pertaining to digital freeway sign proximity to residential uses has been added to the proposed ordinance:

No Digital Freeway Signs shall be located between E. Main Street and E. Beamer Street or within 1,200 feet of any existing residential property in existence at the time of adoption of the digital freeway signs standards, unless it can be demonstrated by the applicant, that the proposed sign installation cannot be viewed from the residential property. A "balloon test" (or similar) may be required and shall be paid for by the applicant to determine visual impacts of a proposed digital freeway sign display and to demonstrate that the proposed sign *cannot be viewed from a residential property.*

While existing residential uses located within the Industrial zone are considered “existing non-confirming” uses, it is the desire of the Planning Commission and of staff to maintain the viewshed of these existing residential uses free of digital signage. Staff met on site with one of the two residential property owners along Deaner Avenue potentially impacted by the installation of digital signage to determine the best approach to achieving that goal. The proposed ordinance language (above) has been shared with owners of both properties along Deaner Avenue, who have expressed their support of the proposed additional regulation.

Distance Between Signs**.** *No digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits and no closer than 250 feet to any other freeway oriented sign over 30 feet in height on the same side of the freeway. No more than two freeway oriented signs over 30 feet in height shall be permitted on a single parcel or multiple parcels developed as a single retail, office, or industrial center. One sign shall not directly or substantially impede the view of another sign for any prolonged length of travel time of a passing driver on Interstate 5.*

The proposed distancing requirements are intended to prevent “sign clutter” along Interstate 5, taking into account both digital freeway signs and static signage (“multi-tenant” signs) for businesses located along the freeway. For reference, the approximate distance between the East Beamer Street underpass and the East Kentucky Avenue overpass while traveling the I-5 corridor is slightly more than 2,500 feet in length (approximately 3,000 feet).

The California Department of Transportation (Caltrans) requires a minimum distance of 1,000 feet between digital freeways signs on the same side of the freeway and 500 feet between a digital freeway sign and a static sign on the same side of the freeway. Localities are able to provide more stringent distancing requirements, requiring greater distancing requirements (as proposed here), but not less than that required by Caltrans.

Traffic Safety**.** *The digital sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign shall not reduce required on-site parking availability and shall not interfere with on-site vehicular circulation.*

Applicants shall be required to show through site plans, elevations and photo-simulations that proposed digital freeway signage will not obscure driver visibility along or near the proposed sign location(s), including but not limited to obstruction of traffic related directional or informational signage. Furthermore, the Federal Highway Administration (FHWA), in agreement with the California Department of Transportation (Caltrans), has addressed various issues related to signage along highway corridors to ensure continued driver safety. The FHWA prohibits signs that obstruct or physically interfere with an official traffic sign, signal, or device, or that obstruct or physically interfere with the vision of drivers in approaching, merging or intersecting traffic. These provisions may be enforced by the FHWA, but an agreement with the State of California also requires Caltrans to enforce these provisions. All digital freeway sign applicants are required to obtain permitting from Caltrans prior to sign installation. The 2014 edition of the Outdoor Advertising Act provides the framework for review and permitting of signs by Caltrans.

Restrictions on digital signs contained within the Outdoor Advertising Act and enforced by Caltrans regulate many of the conditions that have been identified as relevant to traffic safety. Caltrans regulates the location of each proposed digital sign through its application process, and the distance between such signs is also regulated. California statutory provisions regulate brightness of displays.

The proposed zoning text amendments pertaining to the allowance of digital freeway signage exceed the requirements enforced by Caltrans, including requiring an 8-second minimum message display time, a 2,500 foot minimum spacing between digital signs along the I-5 corridor, and a 0.3 foot-candle lighting minimum, including technology that adjusts the light level of the sign as it relates to the changing ambient light level surrounding the signs. The proposed zoning code text amendments, together with the required Operating Agreement for new digital freeway sign installations, would regulate the message display time, message interval and sign dimensions. Through state law, Vehicle Code and the proposed zoning code text amendments, digital freeway signs would be prohibited from displaying flashing lights or images (see also **Advertising/Messaging** section below).

Sign Appearance

Height**.** *Heights of digital freeway signs shall be established relative to topography and setting so as to provide the best balance between the sign's purpose of effectively communicating a visual message, the setting (including topography and surrounding architecture), and freeway traffic safety. However, in no case shall the digital freeway sign (including structure) exceed a maximum height of 68 feet as measured from the finished grade of the center line of the nearest freeway to the top of the digital freeway sign face or structure, as applicable. Project applicants shall provide to the city supporting documentation from a licensed engineer or surveyor demonstrating that this provision has been met.*

The proposed height requirement at 68 feet allows for a slightly taller sign than what the city's zoning code and design standards currently allow for multi-tenant freeway oriented signs. Multi-tenant freeway oriented signs are permitted to be 60 feet in height, subject to review and approval by the Planning Commission. The city's zoning code restricts "off-premise billboard" signs in the industrial zone to 40 feet in height.

The proposed height requirement is consistent with similar digital freeway sign ordinances in the region, which allow, for example, digital signs between 50 feet in height (County of Sacramento) to 85 feet (City of Dixon) and 95 feet (City of Sacramento). The digital freeway sign applications currently submitted include a request for an approximately 65 foot tall sign and for a 45 foot tall sign.

The height of a proposed digital freeway sign is ultimately subject to review and approval by the Planning Commission and in some cases, by the City Council. Depending on the visibility along a stretch of the I-5 corridor, the Planning Commission may determine that a 40 foot tall sign is sufficient for viewing, whereas other locations, near taller trees, existing buildings, overpasses, changes of grade etc., may warrant a taller sign.

Sign Area**.** *The maximum area of each digital display area shall not exceed 672 square feet per sign face.*

Six hundred and seventy-two (672) square feet is the industry standard for digital freeway signs which allows for an approximately 14 foot by 48 foot (14' x 48') display ("sign face"). The proposed maximum sign area is consistent with the city's zoning code which currently permits "off-premise billboard" signs within the industrial zone up to 672 square feet in area.

Sign Structure**.** *Structure, style, and architectural detailing shall be subject to Planning Commission review and approval.*

Pole Cladding**.** *Decorative pole covering is required for newly constructed digital freeway signs as well as any existing traditional billboard that is converted to a digital freeway sign. Such covering shall be high quality in material and finish, and shall be subject to Planning Commission review and approval.*

Illumination. *Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day. Digital freeway signs shall create minimal glare, maintain contrast between the sign face and the surrounding area, have minimal impact on driver distraction, and create minimal light trespass into residential areas. The Applicant shall fund field testing by a qualified independent contractor or city staff trained in the use of a handheld photometer to demonstrate continued compliance.*

The proposed brightness level requirement is consistent with current best practices to minimize and control digital sign light levels within the context of ambient light levels. The 0.3 foot-candle is equivalent to approximately one third of the light that would be generated from a lit candle that is one foot away. The level would be perceptible at the low end to the human eye, over ambient light, on a surface, similar to average residential street illumination provided by low wattage street lights.

Traditional non-digital or static billboards are generally illuminated by stationary incandescent lights (i.e. floodlights) that are regulated by timers. Light levels from these fixtures are not responsive to ambient light levels and may be more impactful in terms of additional light in a given area than future proposed digital signage.

Quality and Maintenance Plan. *The applicant shall demonstrate that the proposed digital sign provides high resolution, clear graphic display and consistent reliability and durability. The applicant must establish a quality and maintenance plan to ensure implementation of all above-listed development standards and to assure the proper maintenance and repair of the digital freeway sign as needed.*

Staff will work with the applicant prior to sign approval on enforceable maintenance guidelines to ensure a high quality appearance is maintained over time and to swiftly and effectively address any lighting or display errors and streamline routine maintenance and repair approvals, if applicable. These guidelines will be adopted as part of an approved Operating Agreement between the applicant and the city.

Future Technologies. *There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the Planning Commission or City Council so long as (i) the requisite maximum brightness standards are met and (ii) no exterior physical change to the digital display area will occur. The owner shall be responsible for obtaining any required ministerial permits for technology improvements as required by applicable code standards. The city shall expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.*

Advertising/Messaging

Message Display. *Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. No static message shall include flashing or scintillating lighting, or varying light intensity. Digital freeway signs shall be operated with systems and monitoring in place to either turn the display off or show a "full black" image on the display in the event of a malfunction.*

(See Traffic Safety analysis above.)

Minimum Display Time. *Each message or image on the sign shall be displayed for a minimum of eight (8) consecutive seconds. Transition or blank screen time between one still message or image and the next may not exceed one (1) second.*

These standards represent industry best practices to minimize driver distraction. The proposed 8 second minimum message display time is double that enforced by Caltrans and is the recommended advertisement display duration recommended by the Federal Highway Administration. The FHWA also recommends that transition between messages is between 1 and 2 seconds. The proposed ordinance language is consistent with this recommendation.

Community Benefit

Community Messaging. *The city shall be provided with access to five percent (5%) of the total available display time to allow the city to present messages of community interest. This access shall also include access for other appropriate agencies for the purpose of displaying public safety messages such as "Amber Alert" messages and emergency-disaster communications. The city shall retain sole discretion regarding the content and prioritization of messages displayed on the city's behalf, subject to specific standards of individual sign companies for displayed material.*

Five percent (5%) of total advertising time would provide the city with approximately 72 minutes of display time within a 24 hour period. The specific timeframe in which those 72 minutes will be provided to the city will be outlined in the Operating Agreement between the applicant and the city. Information that may be displayed will be limited to city-sponsored events/programs such as the Woodland Farmer's Market, the Fourth of July Parade, Parks and Recreation and Library events and programs, etc..

Billboard Removal. *For every one square foot of digital message display area installed, the applicant must permanently remove at least two square feet of existing legal conforming or nonconforming display area within the city limits prior to operation of the digital freeway sign. An existing billboard display being converted to a digital freeway sign may count toward the required permanent removals.*

This requirement is proposed to aide in the reduction of the overall square footage of off-premise, billboard displays throughout the city. Existing off-premise billboard signage shall be removed at a ratio of 2 square feet for every 1 square foot of digital signage (digital display/face) proposed. In other words, assuming a digital freeway sign with two display faces measuring the maximum permitted 672 square feet each is approved, a total of 2,688 square feet of static billboard signage must be removed. This might include the removal of a single, large, double-sided billboard along I-5, or several smaller "poster" sized billboards along East or Main Street.

Review/Permitting

Conditional Use Permit, Site Plan and Design Review. *Digital freeway signs are conditionally permitted only as billboard relocations or as conversions of an existing billboard in place. Digital freeway signs that meet all location and development standards established in this section shall be subject to the granting of a conditional use permit, site plan, and design review approval by the Planning Commission.*

All digital freeway way signs shall be required to obtain a Conditional Use Permit and Site Plan and Design Review approval by the Planning Commission. The applicant may request a deviation from the development standards outlined in the digital freeway sign section of the zoning code, subject to review and consideration by the Planning Commission and subject to final approval of an Operating Agreement by the Woodland City Council as described below. The City Council may only approve deviations from the standards as typically required if it can be found that an alternative community benefit can be achieved that is equal to or greater than that which would have been achieved through strict compliance with the code requirements.

Operating Agreement. *The city and applicant shall enter into an operating agreement in conjunction with the issuance of a conditional use permit for a digital freeway sign. The city and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in subsection (i)(2) of this section or reduce the required billboard removals under subsection (i)(2)(C) of this section. The City Council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent or greater to those that would be achieved through strict compliance with subsection (i)(2) or (i)(2)(C) of this section. If deviation from the foregoing development standards is requested, the City Council shall also serve as the final review and approval authority for the Conditional Use Permit, Site Plan and Design Review application as well.*

The Operating Agreement will outline the specific terms of use, including those operational requirements as outlined above, maintenance and repairs provisions and any other provisions agreed to by the applicant and the city regarding the appearance and operation of the sign(s). If any specific provision as outlined in the ordinance cannot be met, the applicant may request a modification to the standard or a deviation from the standard, provided an alternative community benefit of equal or greater value or a lesser impact (visual, aesthetic, etc.) is achieved. In all cases, the Operating Agreement shall be reviewed and approved by the City Council. Only when a modification/deviation from standards is requested, shall the Conditional Use Permit, Site Plan and Design Review also be elevated to City Council along with the Operating Agreement for final review and approval.

General Plan Consistency

The following General Plan policies are applicable to freeway oriented signage:

Goal 1.K *To maintain and enhance the quality of Woodland's major corridors, city entrances, landscape, and streetscape.*

Policy 1.K.10 *The City shall promote efforts to improve the visual quality of entrances to Woodland and to Downtown. Development of these areas should include enhanced landscaping and site amenities that create pleasing gateways. Items that detract from the gateway image, such as attention-getting devices, outside storage and off-premise signs should not be allowed.*

The proposed ordinance amendment to allow for a limited number of digital freeway signs is consistent with the above General Plan goal and policy in that the ordinance will provide an opportunity to reduce the overall square footage of signage and sign clutter along both the Interstate 5 corridor and along major corridors, internal to the city, including East and Main Streets. Currently nine (9), two-sided, static billboards are located along the I-5 corridor within the Woodland city limits. Eleven (11) static billboards with a total of 18 display faces are located along the East and Main Street corridors, which lead into Woodland's historic downtown. It is staff's recommendation that for every one (1) square foot of digital sign display proposed, two (2) square feet of static billboard signage shall be removed. Further, digital signage allows for advertising opportunities in a manner that minimizes visual clutter and provides an orderly, more attractive, high quality image of the city.

Goal 9.D. *To promote the growth of tourism by enhancing the city's potential to attract tourists through preservation of historic resources, promotion, development of visitor attractions, and provision of a variety of overnight accommodations.*

Policy 9.D.5 *The city shall consider the development of regular tourism programming on local cable television to provide information about cultural activities and other events for both tourists and residents.*

The installation of a limited number of digital freeway signs along the I-5 corridor will provide local businesses, hotels and organizations an opportunity to advertise along a major Interstate corridor. The city has received seven (7) letters from local businesses as well as from the Historic Downtown Business Association and the Woodland Farmer's Market in support of digital freeway signs (see Attachment 5). The Historic Woodland Downtown Business Association, in its letter, states that, "An electronic sign at the entrance to Woodland would bring many travelers to the downtown area instead of passing us by. This would attract new customers into Historic Downtown Woodland to visit shops and restaurants instead of solely stopping at the big box stores and mall in the area. [and]…that the economic value to the city of Woodland would be tremendous…"

Through the required dedication of "community messaging" display time, local city-sponsored events including the Tomato Festival, Tree Lighting, and Movies on Main could be advertised to a broader, regional audience.

Environmental Assessment Status

A Negative Declaration/Initial Study was prepared for the proposed sign ordinance amendment and circulated for public review from September 2, 2015 through October 2, 2015 for interested individuals and public agencies to submit written comments on the document (see Attachment 3). Mitigated Negative Declarations/Initial Studies were prepared for each of the proposed digital freeway sign installations and circulated for public review for the same period of time, from September 2, 2015 through October 2, 2015, for interested individuals and public agencies to submit written comments on the documents.

The Negative Declaration/Initial Study for the sign ordinance amendment and the Mitigated Negative Declarations/Initial Studies for the specific sign installations did not identify any possible significant environmental impacts that would result from the projects. Minor revisions have been made to the proposed ordinance amendment since the Initial Study was prepared. However; the minor revisions to the ordinance language do not change or alter the conclusions contained in the IS/ND in any way, and would not result in any potential environmental impacts beyond those analyzed in the Public Draft IS/ND.

Comment letters were received during the public review period from the State of California Department of Transportation (Caltrans), from the Central Valley Regional Water Quality Control Board and from the U.S. Army Corps of Engineers. Each agency provided a comment letter for each of the proposed sign installations. Caltrans and the Water Board also provided comment letters for the ordinance amendment. The comment letters reiterate the existing standards and permit requirements from the agencies. Compliance with Caltrans, the Central Valley Water Board, and the Army Corps standards will be confirmed through the building permit process for each project, as applicable. The letters did not identify any possible significant impacts resulting from the projects nor do any comments change the conclusions that were reached within the Negative Declarations/Initial Studies for the ordinance or for the specific sign installations. No further environmental review of the projects is required at this time. The environmental document for the digital sign ordinance amendment is included as Attachment 3, including all comments letters received to date. The City Council will only take action to recommend adoption of the Negative Declaration for the Sign Ordinance Amendment as the subject of this report. Action will be taken on the Mitigated Negative Declarations for the specific sign installations as they are brought forward for review and consideration at a future hearing.

Woodland Hoteliers

Due to the proximity of the proposed signs to the hotels along Freeway Drive, input from the local hoteliers was sought. The hoteliers indicated support for the city’s ordinance to allow digital freeway signs but did express concern for potential impacts of illumination and visual obstruction of their signage. It was acknowledged that these issues would be taking into consideration with review of the specific applications.

Planning Commission Recommendation

At its October 15, 2015 meeting, the Planning Commission approved a motion recommending amendments to the city’s sign ordinance to permit a limited number of digital freeway signs within the city, along specific segments of the I-5 corridor as described above. The motion to approve the ordinance amendment passed 5-1, with one member absent.

As addressed above, the Planning Commission motion to approve the proposed ordinance amendments included additional direction to staff to identify appropriate language to protect the viewshed of existing residential properties along the I-5 corridor. Staff has included language in the proposed ordinance amendment to address this goal (see *Location* section under “Discussion and Staff Analysis” above).

Further, the Planning Commission directed staff to close a “loophole” in the city’s existing sign ordinance that would potentially allow for new “static” off-premise, commercial billboards to be installed (or re-installed) just after their required removal as part of a digital freeway sign approval. The city’s current sign ordinance allows for the installation of billboards within the Industrial zone along I-5 and Highway 113, as long as they are 1,000 feet apart. The provision, if left as is, would render the goal of reducing the overall square footage of billboard signs ineffective. Staff is working on language to address this concern along with other amendments needed to clarify this section of the ordinance and will bring forward a recommendation and proposed ordinance language at a future date.

Lastly, some members of the Planning Commission expressed concern with the potential required removal of existing off-premise billboards along the East and Main Street corridors, recognizing that these billboards are utilized by existing local businesses. While not recommended for inclusion in the proposed ordinance amendment language, those members of the Planning Commission expressing this concern would like consideration given to those businesses that currently advertise on existing static billboards internal to the city, to provide adequate time and opportunity for those businesses to find alternative, affordable advertising opportunities elsewhere, and/or to prioritize the removal of other existing billboards above those traditionally used by local businesses. This consideration will be addressed on a case by case basis, and through specific digital freeway sign application approval, either through the project Conditions of Approval or through the Operating Agreement.

It should be noted that at least one member of the Planning Commission found that the removal of existing billboards internal to the city (i.e. along East and Main Streets) should be the highest priority, given the visual impact of those billboards along two important corridors located within, internal to the community.

<u>Conclusion</u>

Staff recommends that the City Council:

1. Conduct the public hearing; and
2. Adopt the Initial Study/Negative Declaration prepared for the Sign Ordinance Amendment as the appropriate level of environmental review for the project; and
3. Adopt Ordinance No. _____, approving amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 (“Signs”) of Chapter 25 (“Zoning Ordinance”) of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland.

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

Paul Navazio, City Manager

ATTACHMENTS:

Attachment 1 - City Council Ordinance Amending Article 24 of the Zoning Code
Attachment 2 - Map - Digital Freeway Sign Locations, Permitted Segments
Attachment 3 - Sign Ordinance Amendment CEQA Negative Declaration
Attachment 4 - Digital Freeway Sign Applications
Attachment 5 - Public Comment Letters

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 25-24-15, 25-24-20, AND 25-24-30 OF ARTICLE 24 OF CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE TO ADD REQUIREMENTS AND REGULATIONS REGARDING DIGITAL FREEWAY SIGNS

WHEREAS, the City of Woodland has received two applications for digital freeway signs along the Interstate 5 corridor; and

WHEREAS¸ the City's Zoning Code does not provide for digital freeway signs and requires amendments to include conditions under which the City may permit such signs; and

WHEREAS, the City desires to amend its Sign Ordinance to establish effective mechanisms for the potential placement of a limited number of Digital Freeway Signs within certain identified segments of the I-5 corridor subject to applicable state and federal laws; and

WHEREAS, the Planning Commission held a noticed public hearing on October 15, 2015, and recommended to the City Council approval of this Ordinance to make certain changes to the Zoning Code to permit digital freeway signs, with certain conditions; and

WHEREAS, a public notice describing the proposed amendments to the City's Zoning Code was published in the Daily Democrat, a newspaper of general circulation, in accordance with Government Code section 6061; and

WHEREAS, the City prepared a Negative Declaration for this Ordinance and separate Mitigated Negative Declarations prepared for the two applications pursuant to the California Environmental Quality Act (CEQA), circulated those documents pursuant to CEQA, and held a noticed public hearing on the applications and the Zoning Code amendments on November 17, 2015; and

WHEREAS, it was determined that this Ordinance would not result in any significant impacts.

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

Section 1. Recitals. The above recitals are incorporated as though set forth in this section.

Section 2. Amendment to Section 25-24-15.Section 25-24-15 of the City of Woodland Municipal Code is hereby amended to add the terms "Digital freeway sign" and "Digital display area" as definitions, as follows:

> "'Digital freeway sign' means an off-premise outdoor advertising sign, utilizing digital message technology, capable of changing the static message or copy on the sign electronically and not prohibited as signs that move or simulate motion. A digital freeway sign may have one or more dynamic digital display areas.
>
> 'Digital display area' means any characteristic or portion of a sign that appears to have movement or that appears to change, caused by any method other than physically removing

and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays."

Section 3. **Amendment to Section 25-24-20**. Subparagraph (d)(1) of Section 25-24-20 of the Woodland Municipal Code concerning general sign regulations is hereby amended to read as follows:

"(d) Prohibited Signs.

(1) Signs which move or simulate motion, except as provided for in Section 25-24-30(i)(2) concerning Digital Freeway Signs, are prohibited. This shall include: flashing, blinking, animated, rotating signs, or signs that give the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign, ~~signs whose illumination or surface change with time~~ but shall not include time and temperature signs, or wall-mounted barber poles which project less than one foot;"

Section 4. Amendment to Section 25-24-30(i)(1). Subparagraph (i)(1) of Section 25-24-30 of the Woodland Municipal Code concerning Specific Sign Regulations is hereby amended to add the word "Billboards" as a heading

Section 5. Amendment to Section 25-24-30(i)(2). Subparagraph (i)(2) of Section 25-24-30 of the Woodland Municipal Code is hereby amended to be subparagraph (i)(3), subparagraph (i)(3) is hereby amended to be subparagraph (i)(4), and the following language shall be inserted as subparagraph (i)(2) of Section 25-24-30:

"(2) Digital Freeway Signs. Digital freeway signs are conditionally permitted only as billboard relocations or as conversions of an existing billboard in place. Digital freeway signs that meet all location and development standards established in this section shall be subject to the granting of a conditional use permit, site plan, and design review approval by the Planning Commission, as set forth in Section 25-27-30 (Planning Commission action). Such procedures are in lieu of the zoning administrator approval set forth in Section 25-40-50.

(A) Location.

i. Notwithstanding anything in Chapter 25, digital freeway signs are permitted along two specific segments of the Interstate 5 (I-5) Corridor as described below:

a. Segment One: The first permitted section of the I-5 corridor begins where the city boundary bisects the I-5 corridor to the north and runs south along I-5 to the East Main Street freeway underpass, excluding the section of frontage on the north side of I-5 between the East Beamer Street underpass and the East Kentucky Avenue overpass. Not more than two digital freeway signs (including up to two digital display areas/faces each sign) are permitted within this segment. (The signs may be located on the same side of the freeway, or one on each side of the freeway, but not more than two, total.)

b. Segment Two: The second permitted section along I-5 begins at County Road 102 and runs east along I-5 to the eastern boundary of the city. Not more than one digital freeway sign (including up to two digital display areas/faces) shall be permitted within this segment.

Digital freeway signs shall be located within five-hundred feet of the freeway right-of-way. No digital freeway sign shall be located within 2,500 feet of another digital freeway sign on the same or opposite side of the freeway, subject to the maximum number of digital freeway signs permitted within a segment as described above. No digital freeway signs outside of these two specific areas shall be permitted.

ii. Proximity to Residential Uses. No Digital Freeway Signs shall be located between E. Main Street and E. Beamer Street or within 1,200 feet of any existing residential property in existence at the time of adoption of the digital freeway signs standards, unless it can be demonstrated by the applicant, that the proposed sign installation cannot be viewed from the residential property. A "balloon test" (or similar) may be required and shall be paid for by the applicant to determine visual impacts of a proposed digital freeway sign display and to demonstrate that the proposed sign cannot be viewed from a residential property.

(B) Development Standards. Any new off-premise digital freeway sign or a legally existing billboard refurbished to become a digital freeway sign shall be subject to the development standards below and issuance of a conditional use permit.

i. Number of Faces. A digital freeway sign may consist of, at most, two digital display areas, each positioned to be visible only by opposing directions of traffic. Double-faced signs shall not have an interior angle between the face of the panels greater than 20 degrees, unless a visibility study is provided showing that a greater angle is necessary to achieve reasonable sign visibility, up to a maximum of 45 degrees.

ii. Height. Heights of digital freeway signs shall be established relative to topography and setting so as to provide the best balance between the sign's purpose of effectively communicating a visual message, the setting (including topography and surrounding architecture), and freeway traffic safety. However, in no case shall the digital freeway sign (including structure) exceed a maximum height of 68 feet as measured from the finished grade of the center line of the nearest freeway to the top of the digital freeway sign face or structure, as applicable. Project applicants shall provide to the City supporting documentation from a licensed engineer or surveyor demonstrating that this provision has been met.

iii. Area. The maximum area of each digital display area shall not exceed 672 square feet per sign face.

iv. Distance Between Signs. No digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits and no closer than 250 feet to any other freeway oriented sign over 30 feet in height on the same side of the freeway. No more than two freeway oriented signs over 30 feet in height (e.g. a digital freeway sign plus one additional freeway oriented, multi-tenant monument sign above 30 feet in height) shall be permitted on a single parcel or multiple parcels developed as a single retail, office, or industrial center. One sign shall not directly or substantially impede the view of another sign for any prolonged length of travel time of a passing driver on Interstate 5.

v. Sign Structure. Structure, style, and architectural detailing shall be subject to Planning Commission review and approval.

vi. Pole Cladding. Decorative pole covering is required for newly constructed digital freeway signs as well as any existing traditional billboard that is converted to a digital freeway sign. Such covering shall be high quality in material and finish and shall be subject to Planning Commission review and approval.

vii. Message Display. Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign, except that static images may be changed at the frequency set forth in subsection (viii), below. No static message shall include flashing or scintillating lighting, or varying light intensity. Digital freeway signs shall be operated with systems and monitoring in place to either turn the display off or show a "full black" image on the display in the event of a malfunction.

viii. Minimum Display Time. Each message or image on the sign shall be displayed for a minimum of eight (8) consecutive seconds. Transition or blank screen time between one still message or image and the next may not exceed one (1) second.

ix. Community Messaging. The City shall be provided with access to five percent (5%) of the total available display time to allow the City to present messages of community interest. This access shall also include access for other appropriate agencies for the purpose of displaying public safety messages such as "Amber Alert" messages and emergency-disaster communications. The City shall retain sole discretion regarding the content and prioritization of messages displayed on the City's behalf, subject to specific standards of individual sign companies for displayed material.

x. Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day. Digital freeway signs shall create minimal glare, maintain contrast between the sign face and the surrounding area, have minimal impact on driver distraction, and create minimal light trespass into residential areas.

The applicant shall demonstrate through field testing compliance with a 0.3 footcandle increase, or less, over ambient light at a distance of 250 feet during nighttime conditions upon initial start-up, again at 6 months of operation and at the reasonable request of the City for the life of the sign. The Applicant shall fund field testing by a qualified independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance.

If increases in ambient light are found to be above the 0.3 footcandle level, the dimming level shall be adjusted until this level can be demonstrated. This must be completed and demonstrated through follow-up field testing within 24 hours or the billboard shall not be operated until the lighting levels can be brought into compliance.

xi. Traffic Safety. The digital sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign shall not reduce required on-site parking availability and shall not interfere with on-site vehicular circulation.

xii. Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the Planning Commission or City Council so long as (i) the requisite maximum brightness standards are met and (ii) no substantial exterior physical change to the digital display area will occur. The owner shall be responsible for obtaining any required ministerial permits for technology improvements as required by applicable code standards. The city shall expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.

xiii. Quality and Maintenance Plan. The applicant shall demonstrate that the proposed digital sign provides high resolution, clear graphic display and consistent reliability and durability. The applicant must establish a quality and maintenance plan to ensure implementation of all above-listed development standards and to assure the proper maintenance and repair of the digital freeway sign as needed.

(C) Billboard Removal. For every one square foot of digital message display area installed, the applicant must permanently remove at least two square feet of existing legal conforming or nonconforming billboard display area within the city limits prior to operation of the digital freeway sign. An existing billboard display area being converted to a digital freeway sign may count toward the required permanent removals.

(D) Operating Agreement. The city and applicant shall enter into an operating agreement, subject to City Council approval, in conjunction with the issuance of a conditional use permit for a digital freeway sign. The city and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in subsection (i)(2) of this section or reduce the required billboard removals under subsection (i)(2)(C) of this section. The city council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent or greater to those that would be achieved through strict compliance with subsection (i)(2) or (i)(2)(C) of this section. If deviation from the foregoing development standards is requested, the City Council shall also serve as the final review and approval authority for the Conditional Use Permit, Site Plan and Design Review application.

(E) Compliance with Applicable Laws and Regulations. The owner of the digital freeway sign shall comply with all applicable federal, state, or local laws, including the Highway Beautification Act of 1965 (23 United States Code Section 131), the Outdoor Advertising Act (California Business and Professions Code Section 5200 *et seq*.), and this chapter, when constructing, operating, improving, maintaining, repairing, and removing the digital billboard."

Section 6. **Approval of Negative Declaration.** The City Council hereby approves the Negative Declaration prepared for this Zoning Code amendment.

Section 7. Effective Date and Notice. Effective Date and Notice. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of ___________________, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

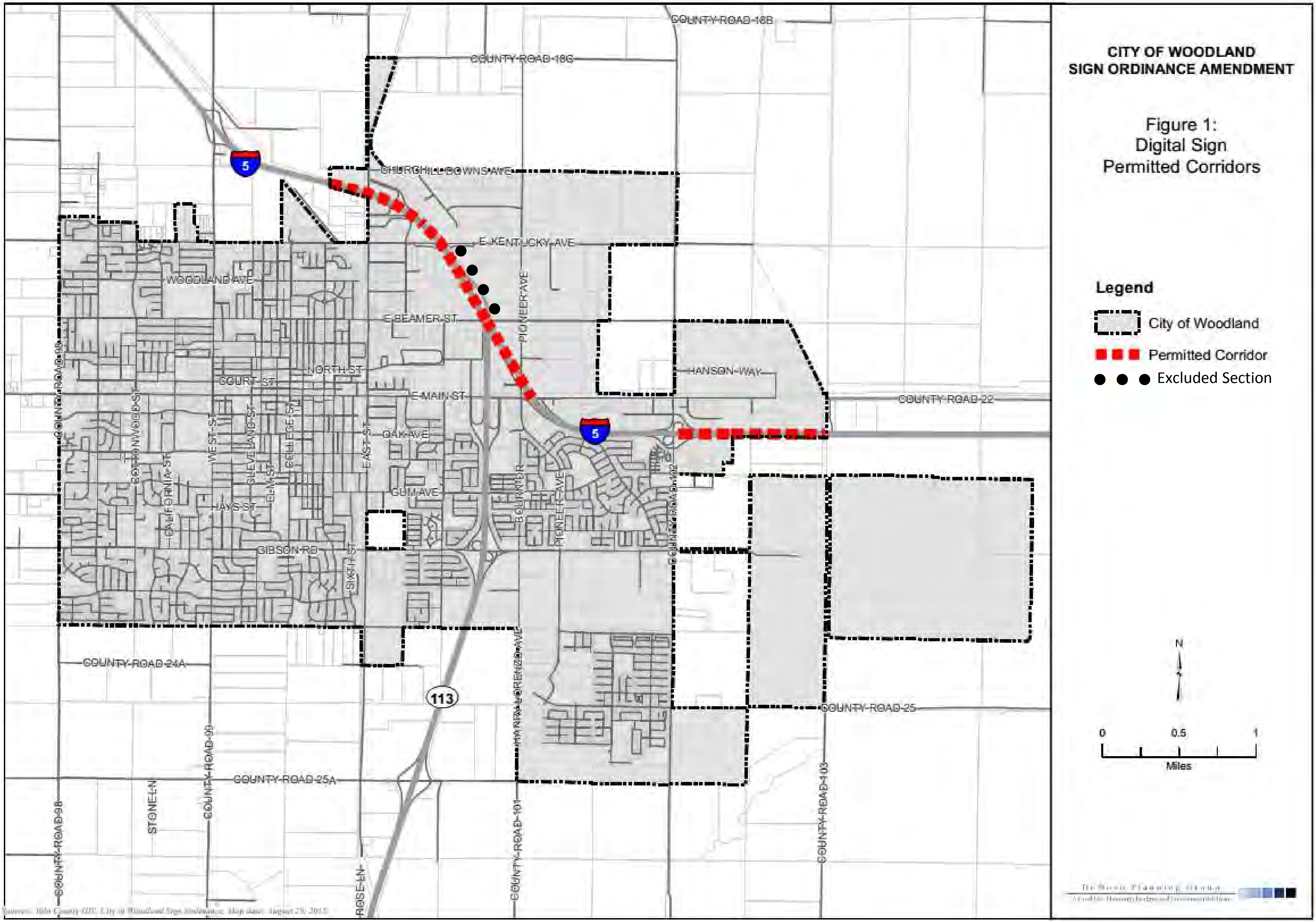
____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney


CITY OF WOODLAND
SIGN ORDINANCE AMENDMENT
Figure 1:
Digital Sign
Permitted Corridors
Legend
City of Woodland
Permitted Corridor
Excluded Section
N
0
0.5
1
Miles
COUNTY ROAD 18B
COUNTY ROAD 18C
CHURCHILL DOWNS AVE
E KENTUCKY AVE
WOODLAND AVE
E BEAMER ST
PIONEER AVE
NORTH ST
COURT ST
HANSON WAY
E MAIN ST
COUNTY ROAD 22
OAK AVE
COUNTY ROAD 98
COTTONWOOD ST
CALIFORNIA ST
WEST ST
CLEVELAND ST
ELM ST
COLLEGE ST
EAST ST
GUM AVE
BOURN DR
HAYS ST
GIBSON RD
SIXTH ST
COUNTY ROAD 102
COUNTY ROAD 24A
113
MATMOR RD
COUNTY ROAD 25
COUNTY ROAD 25A
STONE LN
COUNTY ROAD 99
ROSE LN
COUNTY ROAD 101
COUNTY ROAD 103
5

PUBLIC DRAFT
INITIAL STUDY AND NEGATIVE DECLARATION

FOR THE

WOODLAND SIGN ORDINANCE AMENDMENT PROJECT

AUGUST 31, 2015

Prepared for:

City of Woodland
Community Development Department
300 First Street
Woodland, CA 95695

Prepared by:

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA
(916) 949-3231

D e N o v o P l a n n i n g G r o u p

A Land Use Planning, Design, and Environmental Firm

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INITIAL STUDY AND NEGATIVE DECLARATION

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TABLE OF CONTENTS

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INITIAL STUDY

PROJECT TITLE

City of Woodland Sign Ordinance Amendment

LEAD AGENCY NAME AND ADDRESS

City of Woodland
300 First St.
Woodland, CA 95695

CONTACT PERSON AND PHONE NUMBER

Erika Bumgardner, Senior Planner
City of Woodland
Community Development Department
(530) 661-5820

PROJECT SPONSOR'S NAME AND ADDRESS

City of Woodland
300 First St.
Woodland, CA 95695

PURPOSE OF THE INITIAL STUDY

An Initial Study (IS) is a preliminary analysis that is prepared to determine the relative environmental impacts associated with a proposed project. It is designed as a measuring mechanism to determine if a project will have a significant adverse effect on the environment, thereby triggering the need to prepare an Environmental Impact Report (EIR). It also functions as an evidentiary document containing information that supports conclusions that the project will not have a significant environmental impact or that the impacts can be mitigated to a "Less Than Significant" or "No Impact" level. If there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, the lead agency shall prepare a Negative Declaration (ND). If the IS identifies potentially significant effects, but: (1) revisions in the project plans or proposals would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment, then a Mitigated Negative Declaration (MND) shall be prepared.

This Initial Study has been prepared consistent with CEQA (California Environmental Quality Act) Guidelines Section 15063 to determine if the proposed City of Woodland Sign Ordinance Project (Project) may have a significant effect upon the environment. Based upon the findings contained within this report, a Negative Declaration (ND) will be prepared.

PROJECT LOCATION AND SETTING

PROJECT LOCATION

The proposed Project consists of two specific segments of the Interstate 5 (I-5) Corridor ("Digital Sign Overlay Zones"), as shown in Figure 1. The westernmost segment consists of two sections split into separate parts. This section of the I-5 corridor begins where the City boundary bisects the I-5 corridor to the north, running south along I-5 to the East Main Street freeway underpass, and excludes the section of frontage on the north side of I-5 between the East Beamer Street underpass and the East Kentucky Avenue overpass. The second section along I-5 begins at County Road 102 and runs east along I-5 to the eastern boundary of the city. The proposed Project would not permit any digital freeway signs outside of these two specific areas. Figure 1 shows these two corridors.

EXISTING SITE USES

The Project site exists within an urbanized commercial and industrial area of Woodland along the I-5 corridor, in locations where scattered freeway billboards and commercial freeway signage already exist.

SURROUNDING LAND USES

Lands surrounding the Project site are primarily composed of commercial and industrial uses. Vacant land also exists near portions of the corridors identified in Figure 1. In the northwest portion of the corridor, nearby industrial uses predominate, existing both to the southwest and northeast. The easternmost segment is next to a commercial lot. There is vacant land to the south and additional commercial, industrial, and vacant lots to the north.

GENERAL PLAN AND ZONING DESIGNATIONS

The proposed Project includes only a small portion of land outside of the I-5 freeway corridor. The corridor passes through areas that are predominately designated and zoned as Industrial, with small portions designated and zoned as Open Space (to the north of the western segment of the Corridor), Highway Commercial (to the north and south of portions of the eastern segment, including an area abutting the Gateway Shopping Center), and Urban Reserve (to the south of the easternmost portion of the eastern segment).

PROJECT DESCRIPTION

The City of Woodland Sign Ordinance Amendment (the proposed Project) would modify three sections of Article 24 of Chapter 25 of the City of Woodland Municipal Code (the Zoning Code), relating to signs. The modifications to the City Municipal Code would allow for the potential placement of digital freeway signs within certain segments of the I-5 corridor subject to applicable state and federal laws.

A digital freeway sign is proposed to be defined in Section 25-24-15 as, "an off-premise outdoor advertising sign, utilizing digital message technology, capable of changing the static message or copy on the sign electronically and not prohibited as signs that move or simulate motion. A digital freeway sign may have one or more dynamic digital display areas."

The modifications to the City of Woodland Municipal Code include the addition of subparagraph (i)(2) to Section 25-24-30, which sets forth new development standards, as follows:

Digital Freeway Signs. Digital freeway signs are conditionally permitted only as billboard relocations or as conversions of an existing billboard in place. Digital freeway signs that meet all location and development standards established in this section shall be subject to the granting of a conditional use permit, site plan, and design review approval by the Planning Commission, as set forth in Section 25-27-30 (Planning Commission action).

(A) Location. Digital freeway signs are permitted in two specific segments of the Interstate 5 (I-5) Corridor. One permitted section of the I-5 corridor begins where the city boundary bisects the I-5 corridor to the north and runs south along I-5 to the East Main Street freeway underpass, excluding the section of frontage on the north side of I-5 between the East Beamer Street underpass and the East Kentucky Avenue overpass. The second permitted section along I-5 begins at County Road 102 and runs east along I-5 to the eastern boundary of the city. No digital freeway signs outside of these two specific areas shall be permitted.

(B) Development Standards. Any new off-premise digital freeway sign or a legally existing billboard refurbished to become a digital freeway sign shall be subject to the development standards below and issuance of a conditional use permit.

i. Number of Faces. A digital freeway sign may consist of, at most, two digital display areas, each positioned to be visible only by opposing directions of traffic. Double-faced signs shall not have an interior angle between the face of the panels greater than 20 degrees, unless a visibility study is provided showing that a greater angle is necessary to achieve reasonable sign visibility, up to a maximum of 45 degrees.

ii. Height. Heights of digital freeway signs shall be established relative to topography and setting so as to provide the best balance between the sign's purpose of effectively communicating a visual message, the setting (including topography and surrounding architecture), and freeway traffic safety. However, in no case shall the digital face of the digital freeway sign exceed a maximum height of 65 feet as measured from the finished grade of the center line of the nearest freeway to the top of the digital freeway sign structure. Project applicants shall provide to the City supporting documentation from a licensed engineer or surveyor demonstrating that this provision has been met. Sign structure may extend taller than 65 feet, but shall not exceed an overall sign height of 68 feet, subject to review and approval by the Planning Commission.

iii. Area. The maximum area of each digital display area shall not exceed 672 square feet per sign face.

iv. Distance Between Signs. No digital freeway sign shall be located within 2,500 feet of any other digital freeway sign within the city limits and no closer than 250 feet to any other freeway oriented sign on the same parcel, or 500 feet from any other freeway oriented sign on an adjacent parcel on the same side of the freeway. No more than two freeway oriented signs over 20 feet in height (a digital freeway sign plus one additional freeway oriented, on-site monument sign) shall be permitted on a single parcel or multiple parcels developed as a single retail, office, or industrial center.

One sign shall not directly or substantially impede the view of another sign for any prolonged length of travel time of a passing driver on Interstate 5.

v. *Sign Structure. Structure, style, and architectural detailing shall be subject to Planning Commission review and approval.*

vi. *Pole Cladding. Decorative pole covering is required for newly constructed digital freeway signs as well as any existing traditional billboard that is converted to a digital freeway sign. Such covering shall be simple and streamlined in material and shall be subject to Planning Commission review and approval.*

vii. *Message Display. Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. No static message shall include flashing or scintillating lighting, or varying light intensity. Digital freeway signs shall be operated with systems and monitoring in place to either turn the display off or show a "full black" image on the display in the event of a malfunction.*

viii. *Minimum Display Time. Each message or image on the sign shall be displayed for a minimum of eight (8) consecutive seconds. Transition or blank screen time between one still message or image and the next may not exceed one (1) second.*

ix. *Community Messaging. The City shall be provided with access to a portion of the total available display time to allow the City to present messages of community interest. This access shall also include access for other appropriate agencies for the purpose of displaying public safety messages such as "Amber Alert" messages and emergency-disaster communications. The City shall be entitled to up to five percent (5%) of the total advertising time on the digital display. The City shall retain sole discretion regarding the content and prioritization of messages displayed on the City's behalf.*

x. *Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day. Digital freeway signs shall create minimal glare, maintain contrast between the sign face and the surrounding area, have minimal impact on driver distraction, and create minimal light trespass into residential areas.*

The applicant shall demonstrate through field testing compliance with a 0.3 footcandle increase, or less, over ambient light at a distance of 250 feet during nighttime conditions upon initial start-up, again at 6 months of operation and at the request of the City for the life of the sign. The Applicant shall fund field testing by a qualified independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance.

If increases in ambient light are found to be above the 0.3 footcandle level, the dimming level shall be adjusted until this level can be demonstrated.

This must be completed and demonstrated through follow-up field testing within 24 hours or the billboard shall not be operated until the lighting levels can be brought into compliance.

xi. *Traffic Safety. The digital sign shall not create a visibility hazard to traffic on adjacent streets, freeways, or parking areas. The sign shall not reduce required on-site parking availability and shall not interfere with on-site vehicular circulation.*

xii. *Future Technologies. There may be alternate, preferred, or superior technology available in the future to illuminate digital freeway signs. These alternate technologies may be incorporated into existing legally permitted digital freeway signs in the future without additional permissions from the Planning Commission or City Council so long as (i) the requisite maximum brightness standards are met and (ii) no exterior physical change to the digital display area will occur. The owner shall be responsible for obtaining any required ministerial permits for technology improvements as required by applicable code standards. The city shall expedite any such required approvals for technology that is superior in energy efficiency over previous generations or types.*

xiii. *Quality and Maintenance Plan. The applicant must establish a quality and maintenance plan to ensure implementation of all above-listed development standards and to assure the proper maintenance and repair of the digital freeway sign as needed.*

(C) Billboard Removal. For every one square foot of digital message display area installed, the applicant must permanently remove at least two square feet of legally existing non-digital billboard display area within the city limits prior to operation of the digital freeway sign. An existing billboard being refurbished as a digital freeway sign may count toward the required permanent removals.

(D) Operating Agreement. The city and applicant shall enter into an operating agreement in conjunction with the issuance of a conditional use permit for a digital freeway sign. The city and applicant may use the operating agreement, on a case-by-case basis, to deviate from the development standards in subsection (i)(2) of this section or reduce the required billboard removals under subsection (i)(2)(C) of this section. The city council will only approve an operating agreement if it determines that the operating agreement achieves community benefits that are equivalent or greater to those that would be achieved through strict compliance with subsection (i)(2) or (i)(2)(C) of this section.

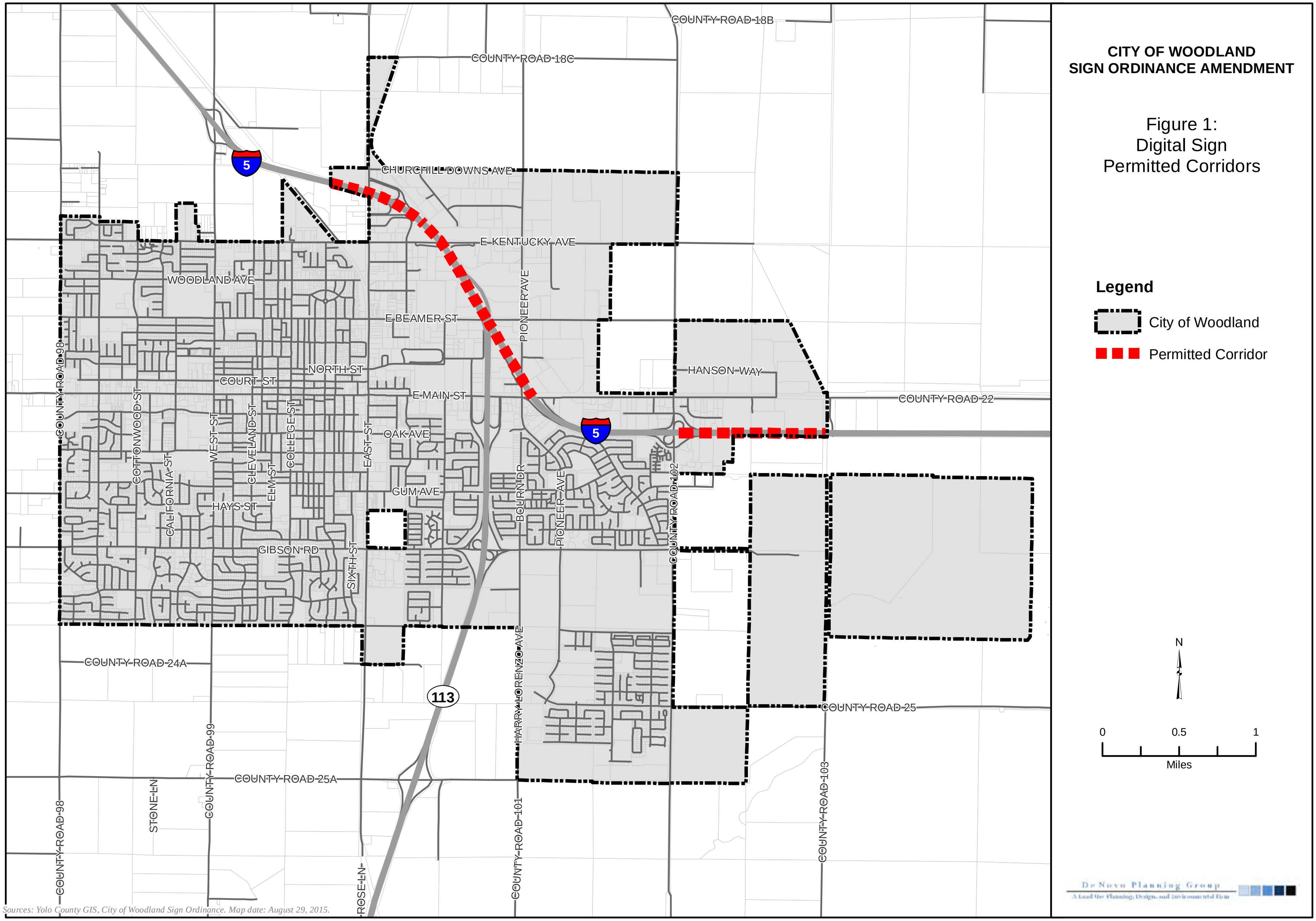
(E) Compliance with Applicable Laws and Regulations. The owner of the digital freeway sign shall comply with all applicable federal, state, or local laws, including the Highway Beautification Act of 1965 (23 United States Code Section 131), the Outdoor Advertising Act (California Business and Professions Code Section 5200 et seq.), and this chapter, when constructing, operating, improving, maintaining, repairing, and removing the digital billboard."

REQUESTED ENTITLEMENTS AND OTHER APPROVALS

The City of Woodland is the Lead Agency for the proposed Project, pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), Section 15050.

This document will be used by the City of Woodland to take the following actions:

- Adoption of the Negative Declaration (ND)
- Approval of the Amendments to Article 24 of Chapter 25 of the City Municipal Code, pursuant to this Project.



CITY OF WOODLAND
SIGN ORDINANCE AMENDMENT

Figure 1:
Digital Sign
Permitted Corridors

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forest Resources		Air Quality
	Biological Resources		Cultural Resources		Geology/Soils
	Greenhouse Gasses		Hazards and Hazardous Materials		Hydrology/Water Quality
	Land Use/Planning		Mineral Resources		Noise
	Population/Housing		Public Services		Recreation
	Transportation/Traffic		Utilities/Service Systems		Mandatory Findings of Significance

DETERMINATION:

On the basis of this initial evaluation:

X	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

EVALUATION INSTRUCTIONS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impacts" when the determination is made, an EIR is required.
4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
5) Earlier analyses may be used where, pursuant to tiering, a program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. CEQA Guideline Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
    a) Earlier Analysis Used. Identify and state where it is available for review.
    b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of, and adequately analyzed, in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances).

Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:
   a) The significance criteria or threshold, if any, used to evaluate each question; and
   b) The mitigation measure identified, if any, to reduce the impact to less than significance

EVALUATION OF ENVIRONMENTAL IMPACTS:

In each area of potential impact listed in this section, there are one or more questions that assess the degree of potential environmental effect. A response is provided to each question using one of the four impact evaluation criteria described below. A discussion of the response is also included.

- Potentially Significant Impact. This response is appropriate when there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impacts", upon completion of the Initial Study, an EIR is required.
- Less than Significant With Mitigation Incorporated. This response applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The Lead Agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.
- Less than Significant Impact. A less than significant impact is one that is deemed to have little or no adverse effect on the environment. Mitigation measures are, therefore, not necessary, although they may be recommended to further reduce a minor impact.
- No Impact. These issues were either identified as having no impact on the environment, or they are not relevant to the Project.

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ENVIRONMENTAL CHECKLIST

This section of the Initial Study incorporates the most current Appendix "G" Environmental Checklist Form, contained in the CEQA Guidelines. Impact questions and responses are included in both tabular and narrative formats for each of the 18 environmental topic areas.

I. AESTHETICS -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a) and c): Less than Significant. The proposed Project would modify the existing City Municipal Code to allow for the placement and operation of digital freeway signs within two specific segments of a corridor along I-5 within the City of Woodland, as shown in Figure 1. These freeway segments are characterized primarily by industrial and commercial development, and numerous freeway billboard signs currently exist within the project corridor. While views of adjacent agricultural lands and other viewsheds that include natural and manmade resources are provided from this travel corridor, the Project area is not considered to be a scenic vista. Given the prevalence of existing industrial and commercial development along the Project corridor, and the presence of numerous existing billboard signs along the Project corridor, the construction and operation of new digital reader signs along this corridor would not significantly alter the visual character of the Project area.

It is further noted that the proposed Project includes provisions that require the permanent removal of at least two square feet of legally existing non-digital billboard display area within the city limits for every one square foot of digital message display area that is installed. This provision would have the effect of reducing the overall number of freeway billboard signs within the immediate Project area or along highly travelled local corridors within the city, which may serve to improve aesthetic and visual conditions incrementally within the Project area.

Compliance with the development standards established by the proposed Project, including the 65-foot maximum height limitation, a limit of two display areas per sign, a limit of 672 square feet per sign face, a minimum distance of 2,500 feet between digital freeway signs, and a pole cladding requirement would ensure that new digital freeway signs installed within the Project corridor would not substantially degrade the existing visual character of the Project area. As such, this is a **less than significant** impact, and no mitigation is required.

Response b): No Impact. The Project area is not located within a designated State Scenic Highway corridor. As such, the future installation and operation of digital freeway signs within the Project area would not adversely impact scenic resources within a State Scenic Highway corridor. There is **no impact**.

Response d): Less than Significant. The installation of new digital freeway signs could potentially be new sources of light and glare within the Project area. However, the Project area currently contains many existing sources of nighttime lighting and daytime glare.

Existing nighttime lighting in the Project area includes building lighting, parking lot lighting, freeway lighting, surface street lighting, traffic lights, and significant volumes of vehicle headlights generated from the I-5 corridor and local surface streets in the Project area vicinity.

Existing sources of glare in the Project area include vehicle windshields from vehicles travelling along the I-5 corridor and local surface streets in the Project area vicinity, and building windows, roofs, and exterior treatments throughout the Project area.

Any digital sign constructed or operated that is visible from a California highway, which includes the I-5 corridor throughout the entire Project area, is required to obtain a Department of Transportation Outdoor Advertising Permit from Caltrans. As a condition of that permit, Caltrans typically requires the sign to comply with the brightness requirements outlined in the Outdoor Advertising Act in that the illumination thereon shall not be of such brilliance or so positioned as to blind or dazzle the vision of travelers on adjacent highways[1].

The standard used by the California Department of Transportation (Caltrans) for enforcing sign brightness is as follows:

> *The brightness reading of an objectionable light source shall be measured with a 1/2-degree photoelectric brightness meter placed at the driver's point of view. The maximum measured brightness of the light source within 10 degrees from the driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lambert shall not exceed 500 plus 100 times the angle, in degrees, between the driver's line of sight and the light source (California Vehicle Code Section 21466.5).*

[1] California Business and Professions Code Section 5403(g)

Although these restrictions have been imposed for traffic safety reasons, the resulting controls effectively regulate light and glare to ensure that the operation of any digital sign does not create a substantial new source of light or glare.

Additionally, any digital freeway signs approved in the future would be subject to the development standards established by the proposed Project. These development standards include the following provision regarding illumination and glare:

> *x. Illumination. Digital freeway signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter at a distance of 250 feet from the sign face. Each digital display area shall have a light sensing device that will adjust the brightness of the sign as ambient light conditions change throughout the day. Digital freeway signs shall create minimal glare, maintain contrast between the sign face and the surrounding area, have minimal impact on driver distraction, and create minimal light trespass into residential areas.*
>
> *The applicant shall demonstrate through field testing compliance with a 0.3 footcandle increase, or less, over ambient light at a distance of 250 feet during nighttime conditions upon initial start-up, again at 6 months of operation and at the request of the City for the life of the sign. The Applicant shall fund field testing by a qualified independent contractor or City staff trained in the use of a handheld photometer to demonstrate continued compliance.*
>
> *If increases in ambient light are found to be above the 0.3 footcandle level, the dimming level shall be adjusted until this level can be demonstrated. This must be completed and demonstrated through follow-up field testing within 24 hours or the billboard shall not be operated until the lighting levels can be brought into compliance.*

Compliance with the requirements of California Vehicle Code Section 21466.5 and the illumination requirements established by the proposed Project would ensure that any future digital freeway signs installed within the Project area would not result in substantial increase in nighttime lighting or daytime glare. As such, this is a **less than significant** impact, and no additional mitigation is required.

II. AGRICULTURE AND FOREST RESOURCES: WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1222(g)) or timberland (as defined in Public Resources Code section 4526)?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c), d), e): No Impact. The proposed Project would allow for the installation of a small number of digital freeway signs in an area within the Woodland City limits, in an area predominantly made up of industrial and commercial uses, immediately adjacent to portions of the I-5 corridor, as shown in Figure 1. Additionally, any future digital freeway signs would have a negligible ground footprint and would not impact significant areas of undisturbed soil or farmland.

The proposed Project would not allow the installation of digital freeways signs in any areas identified as prime farmland, nor are any areas within the Project area currently used for agricultural operations or zoned for agricultural use.

The proposed Project would affect only the size, type, number and placement of digital freeway signs within the Project area and would not otherwise change the City's regulations regarding the development of vacant land or the conversion of farmland to a non-agricultural use. The proposed Project would not result in the conversion of prime farmland or in any environmental impact on agricultural land. Furthermore, the proposed Project area does not contain any timberland areas, and will therefore not result in a significant impact from the loss of forest lands or timberlands. The Project, therefore, would have **no impact** on agricultural and/or forest resources.

III. AIR QUALITY -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c): Less than Significant. The Project area is located within the boundaries of the Sacramento Valley Air Basin (SVAB). The SVAB encompasses eleven counties including all of Shasta, Tehama, Glenn, Colusa, Butte, Sutter, Yuba, Sacramento, and Yolo Counties, the westernmost portion of Placer County, and the northeastern half of Solano County. The SVAB is bounded by the North Coast Ranges on the west and Northern Sierra Nevada Mountains on the east. The intervening terrain is relatively flat.

The Yolo-Solano Air Quality Management District (YSAQMD) is the local agency with primary responsibility for compliance with both the federal and state standards and for ensuring that air quality conditions are maintained. YSAQMD does this through a comprehensive program of planning, regulation, enforcement, technical innovation, and promotion of the understanding of air quality issues.

Activities of the YSAQMD include the preparation of plans for the attainment of ambient air quality standards, adoption and enforcement of rules and regulations concerning sources of air pollution, issuance of permits for stationary sources of air pollution, inspection of stationary sources of air pollution and response to citizen complaints, monitoring of ambient air quality and meteorological conditions, and implementation of programs and regulations required by the Federal Clean Air Act (FCAA) and California Clean Air Act (CCAA).

In July 2007, the YSAQMD adopted the *Handbook for Assessing and Mitigated Air Quality Impacts*, which provides quantitative emission thresholds and established protocols for the analysis of air quality impacts for projects and plans. The YSAQMD has also adopted numerous rules that regulate air quality emissions.

Operation of future digital freeway signs within the Project area would not result in direct emissions of air pollutants. No emissions would be generated directly from the digital freeway signs. Additionally, Project approval would not facilitate new residential or employment-generating development in the Project area, and as such, would not increase traffic in the Project area.

Significant air quality impacts are not anticipated from the associated operational characteristics of any future digital freeway signs. Project operations from future digital freeway signs would likely be limited to periodic maintenance two to six times per year and would not involve grading, trenching, or other activities that would cause fugitive dust emissions. The digital sign copy would be changed remotely and not require any on-site work other than maintenance. Maintenance of any future signs would occur as needed. Maintenance of one sign would likely involve a boom lift, one pickup/utility truck, and a three-person work crew. Equipment would be brought to the site the day of installation and removed the following day. Additional less than significant impacts can be assumed over a period of time from repainting the sign, resulting in emissions from the evaporation of solvents contained in paints, varnishes, primers, and other surface coatings as part of maintenance, and from the vehicular trips associated with maintenance vehicles.

Based on the minimal operational emissions of any future sign, the proposed Project's operational emissions are not anticipated to exceed the YSAQMD's thresholds of significance.

Construction activities associated with the installation of future digital freeway signs may result in temporary short-term emissions associated with the use of heavy equipment and limited earthwork to prepare and install the sign poles. The Yolo-Solano Air Pollution Control District has established a construction emissions threshold of significance for ozone precursors of 10 tons per year for ROG and NO_X, and 80 pounds per day for PM_{10}. Any future sign installation construction activities would be significantly below these thresholds of significance. All construction activities within the City are subject to the requirements of the Yolo-Solano Air Quality Management District's Handbook for Assessing and Mitigating Air Quality Impacts (2007). Compliance with the best management practices contained in these guidelines would ensure that future construction activities would not result in significant air quality impacts.

As described above, the operational and construction phases of future digital freeway signs would not generate significant levels of air pollutants, would not violate any air quality standards, and would not impair the implementation of any air quality attainment plans. As such, this is a **less than significant** impact.

Responses d), e): Less than Significant. The Project area is located along segments of the I-5 freeway corridor. There are no substantial concentrations of sensitive receptors (such as schools, hospitals, children, etc.) located within the Project area. As described above, the Project would not generate substantial air pollutants. Additionally, the proposed Project would not result in the generation of odors during operation. Therefore, this is a **less than significant** impact.

IV. BIOLOGICAL RESOURCES -- *WOULD THE PROJECT:*

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a), b), d), e), f): Less than Significant. The proposed Project would allow for a select number of digital freeway signs along specific corridors within the City, but in of itself would not generate any significant impacts to biological resources. Future digital freeway signs would be installed in the developed urban corridor adjacent to I-5, in areas with a low likelihood of containing sensitive biological resources. In addition, each individual freeway sign that would be installed would be subject to applicable Federal, State, and local regulations that would protect existing biological resources. This is a **less than significant** impact.

Response c): No impact. The proposed Project would not allow digital freeway signs on or near to any federally protected wetlands area. There is **no impact**.

V. CULTURAL RESOURCES -- *WOULD THE PROJECT:*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?			X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a), b), c), d): Less than Significant. The proposed Project would not in and of itself result in any adverse impacts to cultural resources. However**,** individual digital freeway signs may have the potential to impact a previously undiscovered cultural or historic resource during ground disturbing activities associated with construction. Environmental review of individual digital signs would be required, and would include an analysis of any impacts to cultural resources if an identified historic resource is involved.

The California Environmental Quality Act includes requirements for evaluation of projects that may affect historic resources. These standards would be used on a project by project basis as individual development projects are evaluated. There is a **less than significant** impact.

VI. GEOLOGY AND SOILS -- WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation***	***Less Than Significant Impact***	***No Impact***
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i), a.ii), a.iii), a.iv), b), c), d): Less than Significant. The proposed Project would not result in any adverse impacts associated with geology or soils.

The proposed Sign Ordinance Amendment applies only to digital freeway signs and would not alter existing building regulations or result in the construction of new buildings. Signs authorized pursuant to this Ordinance would be erected in conformance with the applicable Uniform Building Code Guidelines to avoid or minimize potential damage from seismic shaking, liquefaction, and expansive soil on a given site. All of the sites within the Project area are relatively flat, and as such, would not be subject to hazards associated with landslides. Compliance with the seismic, geologic, and safety requirements established by the Uniform

Building Code would ensure that these are **less than significant** impacts, and no additional mitigation is required.

Response e): No Impact. The proposed Project would not lead to the generation of wastewater and would not result in the construction or use of septic systems. There is **no impact**.

XII. GREENHOUSE GAS EMISSIONS – WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. Greenhouse gas (GHG) emissions contribute, on a cumulative basis, to the significant adverse environmental impacts of global climate change. The combination of GHG emissions from past, present, and future projects contributes substantially to the phenomenon of global climate change and its associated environmental impacts and as such is addressed only as a cumulative impact.

The proposed Project is a Sign Ordinance amendment that only affects digital freeway signs, including their height, size, and location.

Implementation of the proposed Project would not substantially contribute to increases of GHG emissions that are associated with global climate change. Estimated GHG emissions attributable to the proposed Project are minimal and would be primarily associated with increases of carbon dioxide (CO_2) from mobile sources associated with future digital freeway sign construction and minimal, periodic maintenance. There are no permanent sources of GHG emissions involved with the proposed Project.

Purchased electricity necessary to operate future digital freeway signs would cause indirect GHG emissions. Digital signs are powered by electricity, the production of which may generate emissions of CO_2. For purposes of this analysis, the operation of a digital freeway sign is conservatively assumed to consume approximately 10,000 kilowatts at full power per month. Assuming that it operated at full power 24 hours per day, approximately 120,000 kilowatt-hours per year (kWh/year) would be consumed. According to the U.S. EPA's Greenhouse Gas Equivalencies Calculator, this would result in the generation of approximately 82 metric tons of CO_2 equivalents ($MTCO_2e$) per year. For comparative purposes, the City's Climate Action Plan (2014) includes the 2005 city-wide baseline emissions of GHGs, which was 544,000 $MTCO_2e$. The GHG emissions from electricity consumption from future digital freeway signs would be negligible. As technology is refined, future signs could be updated with more efficient technology, and a reduction in overall electricity usage would likely occur.

The proposed Project would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases. Implementation of the proposed

Project would not impair the City's efforts to reduce GHG emissions levels through implementation of the Climate Action Plan. For these reasons, impacts related to greenhouse gas emissions would be **less than significant**.

VIII. HAZARDS AND HAZARDOUS MATERIALS -- WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c), d), e), f), g), h): Less than Significant. The proposed Project is a Sign Ordinance Amendment that affects only the development standards for Digital Freeways Signs, including their height, size, number, and placement. The proposed Project would not interfere with any emergency response plan or emergency evacuation plan and, would not create any potential health hazard or expose people to existing sources of health hazard. There is **no impact.**

IX. HYDROLOGY AND WATER QUALITY -- WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f) Otherwise substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c), d), e), f), g), h), i), j): No Impact. The proposed Project is an amendment to the City's Sign Ordinance and affects only the development standards for digital freeway signs, including their size, number, type and placement. This amendment will not expose people to flooding hazards, seiches, tsunamis, or mudflows and will not impede flood flows. Erection of digital freeway signs pursuant to this ordinance would not affect groundwater and would not significantly change drainage patterns and would result in only very minor soil disturbance or displacement. There is **no impact**.

X. LAND USE AND PLANNING - Would the project:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c): No Impact. Projects that have the potential to physically divide an established community include new freeways and highways, major arterials streets, and railroad lines. The proposed Project will not physically divide an established community, and is consistent with the City's General Plan.

The proposed Project is consistent with the purposes of the Sign Ordinance, and with applicable land use designations. In general, freeway signs of any type do not disrupt or divide the physical arrangement of established communities given their scale and size; therefore the proposed Project, which designates a permitted corridor for digital freeway signs, will not disrupt or divide the physical arrangement of an established community. Digital freeway signs that are allowed by the ordinance would be located within the Woodland city limits along the I-5 freeway corridor, on sites that are not expected to conflict with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). Therefore, there is **no impact**.

XI. MINERAL RESOURCES -- WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): No Impact. The proposed Project is an amendment to the City's Municipal Code and affects only the development standards for digital freeway signs, including the size, number, type, and placement and would not affect mineral resources. Digital freeway signs that are installed due to the proposed amendment to the City's Municipal Code would not affect any mineral resources. There is **no impact**.

XII. NOISE -- WOULD THE PROJECT RESULT IN:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c), d), e), f): No Impact. The proposed Project would not generate significant noise impacts. The proposed Project would allow the development of a limited number of digital freeway signs in permitted corridors within the City. However, these potential future projects would be evaluated on an individual basis, based on adopted City of Woodland Noise Element criteria and state law requirements. The operation of future digital freeway signs would not generate noise, given that the signs are silent during operation. Temporary increases in noise would occur during the construction and installation of future signs. However, future signs would be located immediately adjacent to the I-5 corridor, which currently contains primarily industrial and commercial uses, which are not considered sensitive noise receptors. Additionally, areas adjacent to the freeway currently experience relatively high ambient noise levels. Future construction activities would be subject to the City's Noise Ordinance, which includes standards to reduce impacts related to construction noise. This is a **less than significant** impact.

XIII. POPULATION AND HOUSING -- WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

RESPONSES TO CHECKLIST QUESTIONS

Response a), b), c): No Impact. The proposed Project is an amendment to the City's Sign Ordinance and affects only the development standards for digital freeway signs, including their size, number, type, and placement and would not induce population growth or displace housing or residents. There is **no impact**.

XIV. PUBLIC SERVICES

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				X
b) Police protection?				X
c) Schools?				X
d) Parks?				X

RESPONSES TO CHECKLIST QUESTIONS

Response a), b), c), d): No Impact. The proposed Project would not generate impacts related to public services. The proposed Project is a sign ordinance amendment that would allow the installation of a limited number of digital freeway signs along specified corridors within the City of Woodland. Installation of any particular digital freeway sign, as allowed by the proposed Project, would not impact fire protection, police protection, schools, parks or any other type of public facilities. There is **no impact**.

XV. RECREATION

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): No Impact. The proposed Project is an amendment to the City's Sign Ordinance and affects only the development standards for digital freeway signs, including their size, number, type and placement. This ordinance does not propose new recreational facilities or increase the demand for park facilities. There is **no impact**.

XVI. TRANSPORTATION/TRAFFIC -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			X	
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Result in inadequate parking capacity?			X	
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a): Less than Significant. The proposed Project is an amendment to the City's Sign Ordinance and affects only the placement of digital freeway signs in the City, including their size, number, type, and placement and would not result in a significant increase in vehicular trips. Moreover, the Ordinance would impose strict limits on the number of allowed digital freeway signs, as part of the development standards of the proposed Project. While it is possible that new digital freeway signs could redirect traffic to specific locations within the City as a result of effective advertisements on future signs, this would not result in an overall increase in local or regional traffic, and would not result in impacts to levels of service on any local or regional roadways. Additionally, the Ordinance would require that for every one square foot of digital message display area installed, the applicant must permanently remove at least two square feet of legally existing non-digital billboard display area within the city limits prior to operation of the digital freeway sign, reducing the overall sign display area within the City. This is a **less than significant** impact.

Responses b), c), d), e), f), g): Less than Significant. As described above, the proposed Project would not result in a significant increase in vehicular trips. The development standards that are included as part of the proposed Project ensure that these signs do not result in unsafe levels of driver distraction. For example, the proposed Sign Ordinance Amendment includes the following provisions:

> *vii. Message Display. Digital freeway signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. No static message shall include flashing or scintillating lighting, or varying light intensity. Digital freeway signs shall be operated with systems and monitoring in place to either turn the display off or show a "full black" image on the display in the event of a malfunction.*
>
> *viii. Minimum Display Time. Each message or image on the sign must be displayed for a minimum of eight (8) consecutive seconds. Transition or blank screen time between one still message or image and the next may not exceed one (1) second.*

Additionally, any future digital freeway sign would be subject to the requirements of the California Vehicle Code Section 21466.5, as described in greater detail above under Response I(d).

Neither the proposed Project nor any subsequent development stemming from the proposed Project would impact roadway LOS (Level of Service), result in a change in air traffic, cause a substantial increase in hazards, cause a reduction of emergency access or available parking capacity, or conflict with any adopted alternative transportation policies, plans, or programs. This is a **less than significant** impact.

XVII. UTILITIES AND SERVICE SYSTEMS -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?				X
f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c), d), e), f), g): No impact. The proposed Project would not generate any environmental impacts related to utilities and service systems. Installation of new digital freeway signs, as allowed by the proposed Project, would not affect water, wastewater, storm water drainage, landfill, or solid waste facilities. There is **no impact**.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE --

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?				X
c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a): Less than Significant Impact. As noted throughout this document, the proposed Sign Ordinance Amendment would not generate significant environmental impacts. The proposed Project would allow for the installation of a limited number of digital freeway signs along specified corridors within the City of Woodland. These signs would not degrade the quality of the environment, including plant or animal species. The proposed Project would not cause substantial adverse impacts as the signs would be limited in their impact. This is a **less than significant** impact.

Responses b), c), d): No impact. As described above, the proposed Project would not cause any impact to the environment, including effects that could cause substantial adverse effects on human beings. There is **no impact**.

REFERENCES

- An Ordinance of the City Council of the City of Woodland Amending Article 24 of the Woodland Municipal Code Relating to Signs. July 2015.
- City of Woodland General Plan Update. May 2002. Available at: http://www.cityofwoodland.org/gov/depts/cd/divisions/planning/online/general_plan.asp
- City of Woodland General Plan EIR. February 1996. Available online at: http://www.cityofwoodland.org/gov/depts/cd/divisions/planning/online/general_plan.asp
- City of Woodland Climate Action Plan. July 2014. Available online at: http://www.cityofwoodland.org/gov/depts/pw/areas/enviro/climate/capdetails/default.asp
- U.S. EPA Greenhouse Gas Equivalencies Calculator. Available online at: http://www.epa.gov/cleanenergy/energy-resources/calculator.html

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STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

EDMUND G. BROWN JR.
GOVERNOR

KEN ALEX
DIRECTOR

October 2, 2015

RECEIVED
OCT 05 2015
City of Woodland
Community Development

Erika Bumgardner
City of Woodland
300 First Street
Woodland, CA 95695

Subject: Sign Ordinance Amendment
SCH#: 2015092010

Dear Erika Bumgardner:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on October 1, 2015, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

> "A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

Document Details Report
State Clearinghouse Data Base

SCH# 2015092010
Project Title Sign Ordinance Amendment
Lead Agency Woodland, City of

Type Neg Negative Declaration

Description The City of Woodland Sign Ordinance Amendment would modify three sections of Article 24 of Chapter 25 of the City of Woodland Municipal Code (the Zoning Code), relating to signs. The modifications to the City Municipal Code would allow for the potential placement of digital freeway signs within certain segments of the I-5 corridor subject to applicable state and federal laws.

Lead Agency Contact

Name Erika Bumgardner
Agency City of Woodland
Phone 530 661 5820 **Fax**
email
Address 300 First Street
City Woodland **State** CA **Zip** 95695

Project Location

County Yolo
City Woodland
Region
Lat / Long
Cross Streets Corridor-wide
Parcel No.
Township **Range** **Section** **Base**

Proximity to:

Highways I-5; CA 113
Airports
Railways Sierra Northern
Waterways
Schools Multiple
Land Use Various Land Uses - the project is an amendment to the City Municipal Code, allowing Digital Freeway Signs along 2 corridors

---

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Growth Inducing; Landuse; Cumulative Effects

---

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 2; Department of Parks and Recreation; Department of Water Resources; Office of Emergency Services, California; California Highway Patrol; Caltrans, District 3 S; Air Resources Board; Regional Water Quality Control Bd., Region 5 (Sacramento); Native American Heritage Commission; Public Utilities Commission

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Date Received 09/02/2015 **Start of Review** 09/02/2015 **End of Review** 10/01/2015

Note: Blanks in data fields result from insufficient information provided by lead agency.

C-CLEAR
10-1-15
E

CALIFORNIA
Water Boards

Edmund G. Brown Jr.
Governor

Matthew Rodriquez
Secretary for
Environmental Protection

Central Valley Regional Water Quality Control Board

24 September 2015

RECEIVED
SEP 28 2015
STATE CLEARING HOUSE

Erika Bumgardner
City of Woodland
300 First Street
Woodland, CA 95695

CERTIFIED MAIL
91 7199 9991 7035 8420 5112

COMMENTS TO REQUEST FOR REVIEW FOR THE NEGATIVE DECLARATION, CITY OF WOODLAND SIGN ORDINANCE AMENDMENT PROJECT, SCH# 2015092010, YOLO COUNTY

Pursuant to the State Clearinghouse's 2 September 2015 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Negative Declaration* for the City of Woodland Sign Ordinance Amendment Project, located in Yolo County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits[1]

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

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[1] Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100**. Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently $1,084 + $6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

If you have questions regarding these comments, please contact me at (916) 464-4684 or tcleak@waterboards.ca.gov.

Trevor Cleak

Trevor Cleak
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

DEPARTMENT OF TRANSPORTATION
DISTRICT 3—SACRAMENTO AREA OFFICE
2379 GATEWAY OAKS DRIVE, SUITE 150
SACRAMENTO, CA 95833
PHONE (916) 274-0638
FAX (916) 274-0602
TTY 711
www.dot.ca.gov

clear 10/1/15 E

Serious drought.
Help save water!

September 28, 2015

032015-YOL-0042
03-YOL-5 PM 4.48/8.55
SCH#2015092010

RECEIVED
OCT 01 2015
STATE CLEARING HOUSE

Ms. Erika Bumgardner
City of Woodland
300 First Street
Woodland, CA 95695

City of Woodland Sign Ordinance Amendment –Negative Declaration (ND)

Dear Ms. Bumgardner:

Thank you for including the California Department of Transportation (Caltrans) in the review process for the City of Woodland Sign Ordinance Amendment ND. Caltrans' new mission, vision, and goals signal a modernization of our approach to California's transportation system. We review this local development for impacts to the State Highway System in keeping with our mission, vision and goals for sustainability/livability/economy, and safety/health. We provide these comments consistent with the State's smart mobility goals that support a vibrant economy, and build communities, not sprawl.

The sign ordinance amendment would modify three sections of Article 24 of Chapter 25 of the City of Woodland Municipal Code (zoning code) related to signs. The modifications would allow for the potential placement of digital freeway signs within certain segments of the Interstate 5 (I-5) corridor subject to applicable state and federal laws. The following comments are based on the ND received.

Freeway Signage

The proposed City Municipal Code amendment will require the removal of two (2) square feet of existing freeway billboard signage for every one (1) square foot of new digital freeway signage constructed. There are two signs being proposed on I-5 at approximately post mile 5.226 and post mile 5.111 ('Digital Freeway Sign at 2140 Freeway Drive' and 'Woodland Motors Digital Freeway Sign,' State Clearinghouse project numbers 2015092009 and 2015092011). Since these two digital signs are adjacent to the Interstate and State Right of Way, we recommend removing non-digital billboards adjacent to the Interstate and State Right of Way to meet this provision.

In addition, the Municipal Code amendment requires a minimum distance of 2,500 feet between digital freeway signs. The 'Digital Freeway Sign at 2140 Freeway Drive' and 'Woodland Motors Digital Freeway Sign' appear to be only 600 feet apart. According to Woodland's Sign Ordinance amendment these proposed signs are too close to one another. We request clarification on how these signs comply with the amendment.

Outdoor Advertising

An Outdoor Advertising (ODA) License as well as an ODA Permit may be required for new digital freeway signs. Sign plans for any proposed outdoor advertising should be provided to Caltrans for review and, depending on proposed sign location, approval. The plans should depict the layout, roadway setback, orientation, glare intensity, and sign size. More information can be found by calling the Office of Outdoor Advertising telephone line at (916) 654-6473 or by visiting the following website: http://www.dot.ca.gov/oda/

If you have any questions regarding these comments or require additional information, please contact Emily Mraovich, Intergovernmental Review Coordinator at (916) 263-1625 or by email at: emily.mraovich@dot.ca.gov

Sincerely,

JEFFERY MORNEAU, Chief (Acting)
Office of Transportation Planning—South

c: Scott Morgan, State Clearinghouse

City of Woodland

Community Development Department
300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER: WOODLAND FITNESS, LLC

MAILING ADDRESS: 2140 FREEWAY DRIVE

CITY STATE ZIP CODE: WOODLAND, CA 95776

PHONE NUMBER: (530) 668-1200

E-MAIL ADDRESS:

PROJECT APPLICANT: P.C. DIXON I, LLC & PACIFIC HORIZON GROUP, LLC

MAILING ADDRESS: 1207 CLEVELAND ST.

CITY STATE ZIP CODE: WOODLAND, CA 95695

PHONE NUMBER: (916) 417-7774

E-MAIL ADDRESS: roncaceres@sbcglobal.net

2. Application Requested

- ☐ General Plan Petition
- ☒ Zoning Amendment ~~5038~~ ~~3028~~ 5503
- ☐ General Plan Amendment
- ☐ Tentative Subdivision Map
- ☐ Tentative Parcel Map
- ☐ Lot Line Adjustment
- ☐ Site Plan Review
- ☐ Design Review
- ☐ Sign Design Review
- ☒ Conditional Use Permit (CUP)
- ☐ Zoning Administrator Permit
- ☐ Variance 1624
- ☐ Public Convenience or Necessity
- ☒ Other Comp Sign & Zoning Amendment

Is this request part of another application? ☐ Yes ☐ No If so, what?

Liability Act

3. Project Description

Project Name: ELECTRONIC MESSAGE CENTER (PORTION OF) +/1.99 ACRE SITE

Site address or location: 2140 FREEWAY DRIVE

Total Acres or Square Feet: +/- 1.99 ACRES - (PORTION OF)

Assessor's Parcel Number: 027-851-011-000

Is Your Project Located in a Flood Zone? ☒ Yes ☐ No

Does this request include signage? ☒ Yes ☐ No

4. Justification for Request

On a separate sheet, explain in detail your request and why you believe your request is justified.

2140 FREEWAY DR, PLNG14-00062
WOODLAND FITNESS -
ZONE CHANGE/COMP SIGN

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
HIGHWAY COMMERCIAL	+/- 1.99		

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres

7. Residential Development N/A

No. of residential units are being requested? ____

No. of lots will be created by this project? ____

Single Family	____	Half-plex	____
Duplex	____	Apartments	____
Condominiums	____	Other	____
Townhomes	____	**Total Units**	____

Do you intend to market the units for sale?

☐ YES ☐ No

Do you intend to market the units for rent?

☐ YES ☐ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

FREEWAY BILLBOARD SIGN

Indicate the gross and leasable square footage for each type of development:

____

9. Authority to File Application

Check one:

☐ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☒ Other

Specify LEASEHOLD INTEREST

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

Date Recived Stamp Here

APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

[signature] 9/2/14

Applicant: **Date**

[signature] 09/2/2014

Legal Owner: **Date**

Legal Owner: **Date**

DEPARTMENT USE ONLY

Amount Paid: ____ Project No: ____

Amount Due:: ____ Logged by: ____ Date: ____

GP / Zoning Designation: ____ Planner: ____ Date: ____

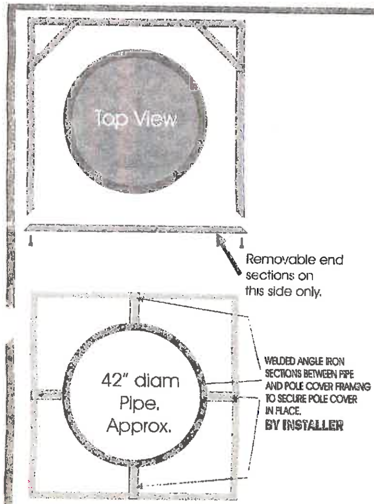
N:\ComShare\DEPARTMENTS\PLANNING DEPT\FORMS\AAAA APPLICATION FORM October 2012.doc

STATEMENT OF JUSTIFICATION

The City of Woodland has no digital billboard or electronic message centers (EMC's). If it did, as many cities do, it could inform highway traffic, Woodland residents and commuters as to community events and activities happening within Woodland. The ownership of the sign will donate a minimum of five percent (5%) of the time, and up to ten percent (10%) on a space available basis, for non-profit and public service messages. The Downtown Business Association, Farmer's Market and City of Woodland, for example, can utilize the space. It could also convey public service messages, Which can be changed instantly, to convey "amber alerts" or major traffic issues. With the standard sized 14' x 48' message center, that is also double-sided, it will be very visible to both northbound and southbound travelers along Interstate 5.

The location, adjacent to Interstate 5 Northbound traffic lane, is ideal. It is located just south of the first Woodland exit on Interstate 5 (at Road 102) and allows for a long sightline for northbound travelers coming from Sacramento. It would be the first electronic message center they would see upon driving north from the airport or Natomas. Additionally, it would be the last message seen upon leaving Woodland, traveling southbound along Interstate 5.

Besides off-premises advertising, the City of Woodland businesses will derive a community benefit from this electronic message center. Woodland car dealerships, not visible to I-5 traffic can also use this electronic message board, making them more competitive, and in turn increasing sales that lead to additional sales tax, jobs, and helps promote business retention.

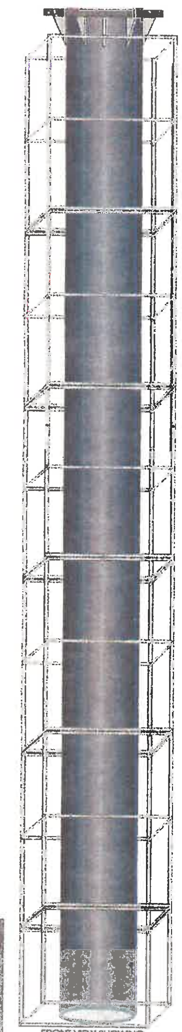


Fabricate and install one **5' x 5' x 38'** tall pole cover for new billboard.
Internal angle to be 1-1/2" x 1/1/2" x 3/16".

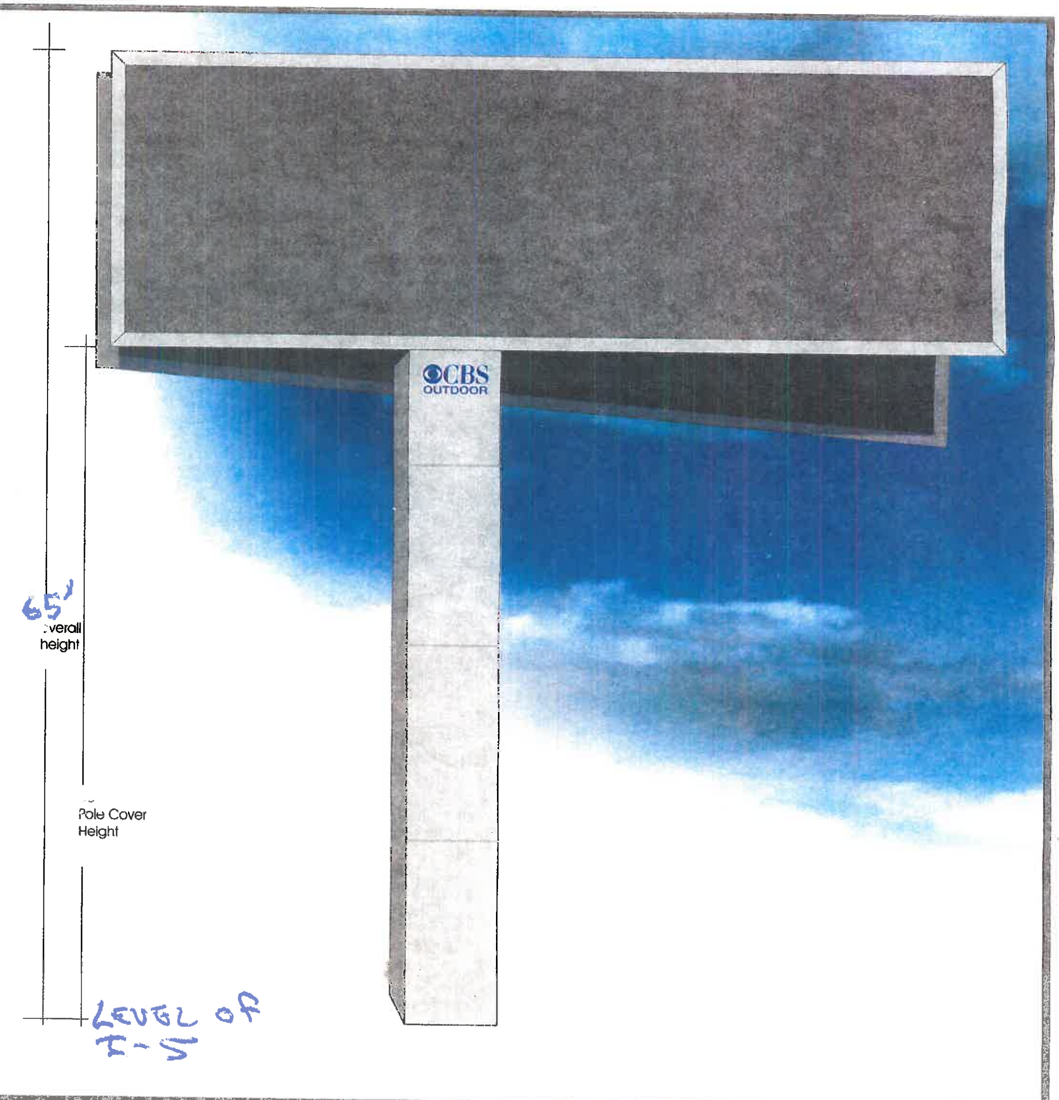
Outer skin to be .090 aluminum.
Painted Mathews "Brushed Aluminum". Satin finish.
½" tall inset reveals painted same color as pole cover.

CBS copy on both sides to be routed out of aluminum and backed with blue acrylic. 4" deep light box pan with white LED's mounted behind routed opening. 20" x 44" overall.

Pole cover to be welded to pipe as noted in diagram.



FRONT VIEW SHOWING EXAMPLE OF APPROX. PLACEMENT OF INTERNAL ANGLE IRON FRAMING



EQUITY SIGN GROUP
FULL SERVICE - DESIGN, MANUFACTURE, INSTALL

CBS OUTDOOR
ADDRESS
DATE 7-30-13
DRAWING NUMBER CBS 7-30-14

~~201~~ 2140-FREEWAY DRIVE, WOODLAN CA

EXHIBIT "A"

Commun
300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

City of Woodland

General Application Form

1. Owner/Applicant

PROPERTY OWNER: VANDERBEEK FAM 1986 REV TRUST

MAILING ADDRESS: 1680 EAST MAIN ST.

CITY STATE ZIP CODE: WOODLAND CA 95776

PHONE NUMBER: 530 662-3255

E-MAIL ADDRESS: svanderbeek@woodlandmotors.com

PROJECT APPLICANT: Scott Vanderbeek

MAILING ADDRESS: Same

CITY STATE ZIP CODE:

PHONE NUMBER:

E-MAIL ADDRESS:

2. Application Requested

- [ ] General Plan Petition
- [x] Zoning Amendment
- [ ] General Plan Amendment
- [ ] Tentative Subdivision Map
- [ ] Tentative Parcel Map
- [ ] Lot Line Adjustment
- [ ] Site Plan Review
- [ ] Design Review
- [ ] Sign Design Review
- [x] Conditional Use Permit (CUP)
- [ ] Zoning Administrator Permit
- [ ] Variance
- [ ] Public Convenience or Necessity
- [ ] Other

Is this request part of another application? [ ] Yes [ ] No If so, what?

3. Project Description

Project Name: Woodland Motors

Site address or location: 027-851-024-000

24 Acres

Total Acres or Square Feet

Assessor's Parcel Number: SWC E Main & Quality Circle

Is Your Project Located In a Flood Zone? [x] Yes [ ] No

Does this request include signage? [x] Yes [ ] No

4. Justification for Request

☞ On a separate sheet, explain in detail your request and why you believe your request is justified.

PLNG14-00089

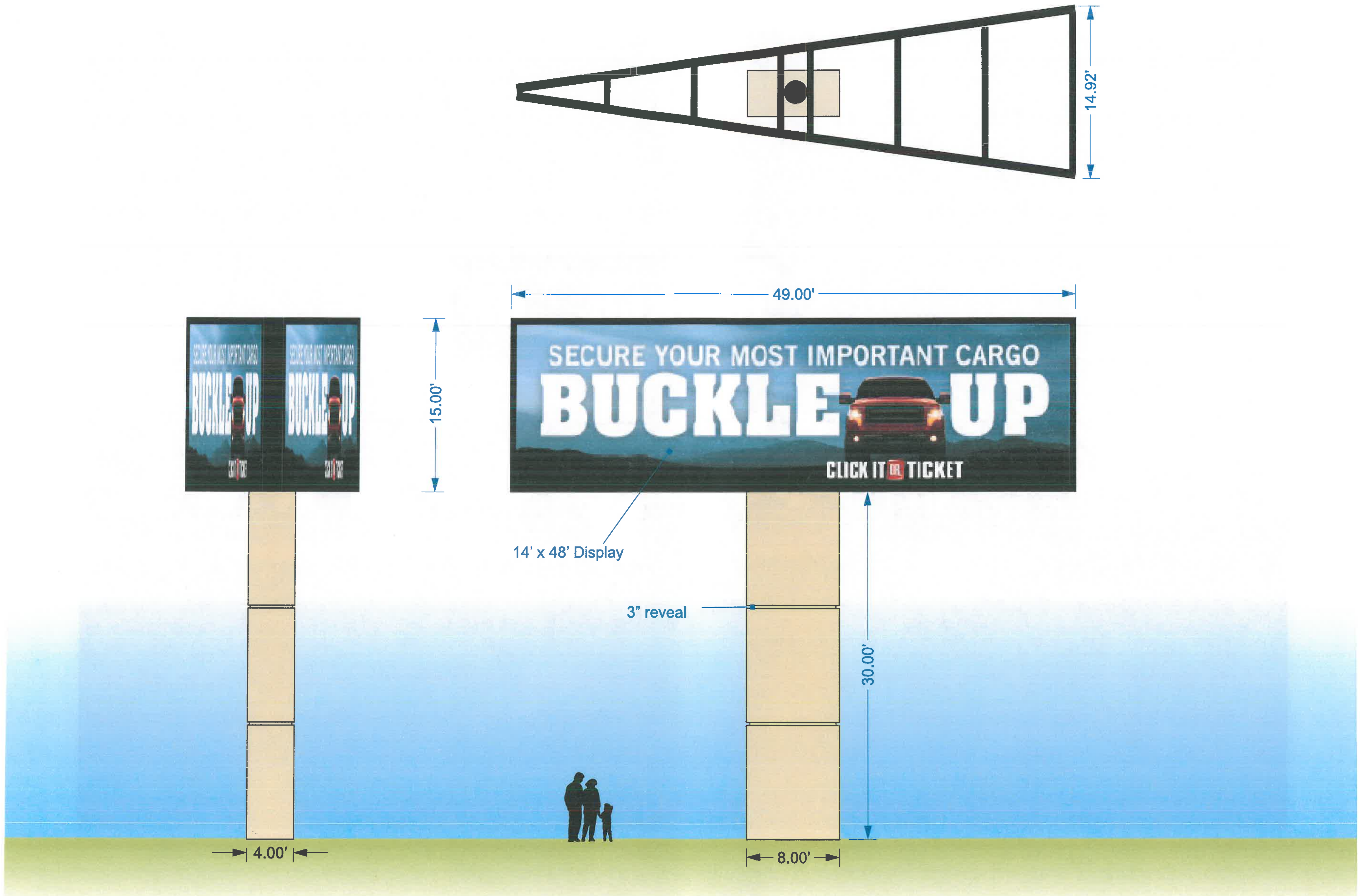
PROJECT JUSTIFICATION STATEMENT

The project is the instillation of a 45-foot high, free standing digital sign adjacent to the new Woodland Motors location on East Main Street along the highly traveled I-5 Freeway corridor. The sign faces are angled slightly toward the freeway, rather than being positioned perpendicular, which results in a "v-shaped" sign when looking down from above making the signs highly visible. The faces are connected to each other on the southern (freeway) side of the sign, so that it is not possible to see the back side of either face.

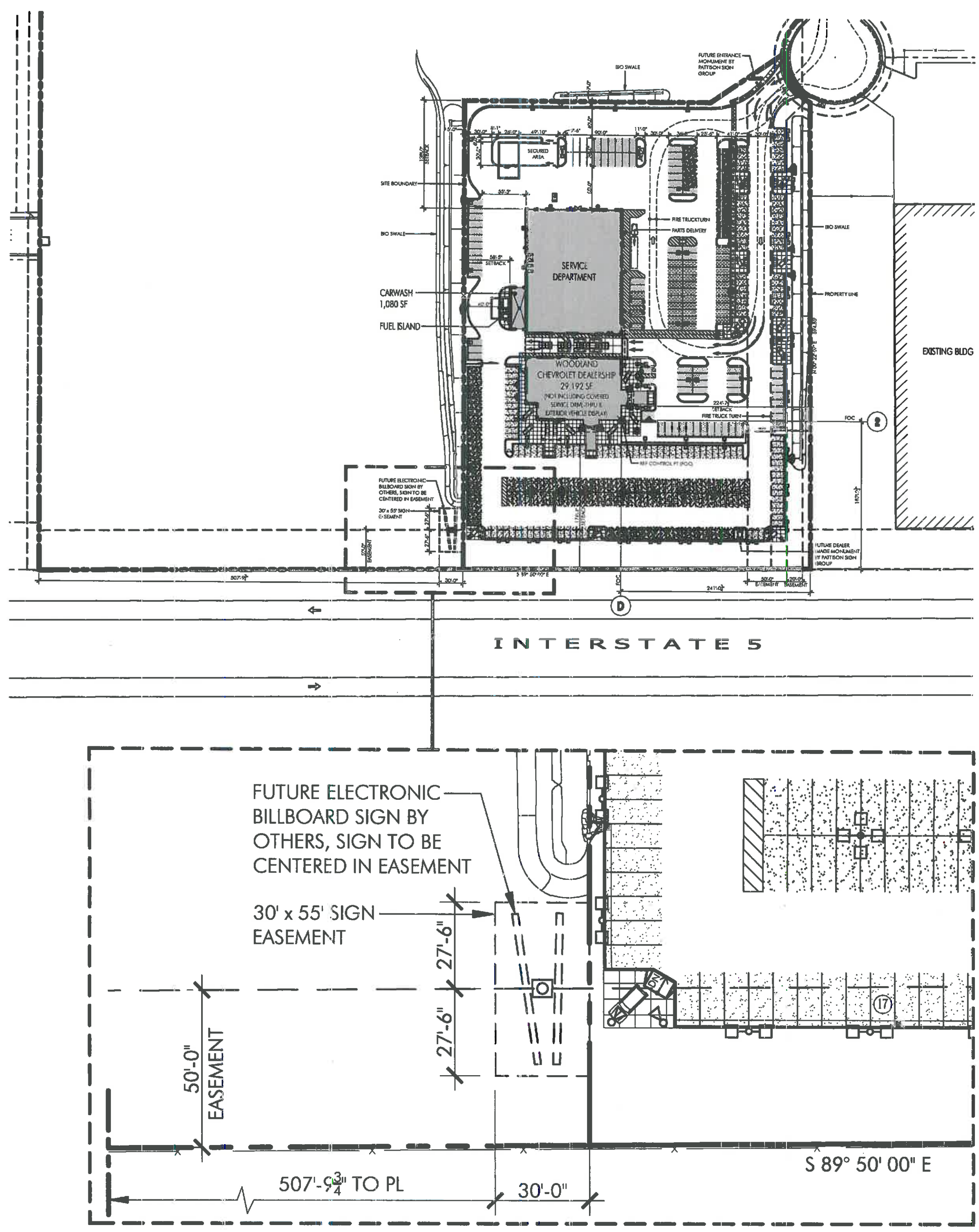
The sign will include two state of the art LED faces with a display area of 672 square feet on each face, not including the supporting features such as the pole and sign frame. New LED technology will allow copy to be changed within minutes, without the environmental waste of printing or installation, keeping consumers updated in real time with flexible messaging options. The signs' brightness is fully automated and will change with available natural light so as ensuring driver safety. Advertising content changes every 8 seconds (also know as "click"). There are no flashing or moving advertising spots allowed. Periodic maintenance will be required at no cost to the City.

The purpose of the request is to provide advertising space in order to more effectively communicate multiple messages for local, regional and national advertisers through the use of digital technology. Local businesses will have the opportunity to turn their brand into a household name impacting the entire trading zone and letting potential customers know exactly where they are located thus driving customers directly to their store or business. The location of this sign at the new Woodland Motors immediately North of Interstate 5 will include advertising messaging from the adjacent business and will be coordinated in design to provide a pleasing and uniform appearance with the dealership.

The benefits to the City and the Community are enhancing advertisement for local merchants. Message display time can be provided to public agencies for amber/silver alerts, emergency messages, and other public announcements. Once approved and fully permitted, the sign can be constructed within a week thereby providing the aforementioned benefits immediately.


14.92'
49.00'
15.00'
SECURE YOUR MOST IMPORTANT CARGO
BUCKLE UP
CLICK IT OR TICKET
14' x 48' Display
3" reveal
30.00'
4.00'
8.00'


SECURE YOUR MOST IMPORTANT CARGO
BUCKLE UP
CLICK IT OR TICKET



HWA ARCHITECTURE

FORRAR WILLIAMS ARCHITECTS
7801 Folsom Blvd, Suite 110 Sacramento, CA 95826
Ph: 916.448.2724 Fx: 916.448.4991

Project: WOODLAND CHEVROLET DEALERSHIP
Drawing: SIGN EXHIBIT
Scale: 1"=50'-0"
Ref. North
Sheet No: 1

Historic Woodland
DOWNTOWN

November 21. 2014

City of Woodland
The Honorable Tom Stallard, Mayor of Woodland
300 First Street
Woodland, CA 95695

Dear Mr. Stallard,

I am writing this letter to voice support for the installation of an electronic billboard to be placed along Interstate 5, east of the Road 102 Exit to Woodland. As president of the Historic Woodland Downtown Business Association, this billboard would bring many visitors to the downtown area. The billboard would sell advertising as well as promoting events such as: Tomato Festival, Tree Lighting, Small Business Saturday, Carriage Rides, Halloween, Movies on Main, Stroll Through Woodland, etc., in the downtown area.

An electronic sign at the entrance to Woodland, would bring many travelers to the downtown area instead of passing us by. This would attract new customers into Historic Downtown Woodland to visit shops and restaurants instead of solely stopping at the big box stores and mall in the area. The owners of the sign would donate 5-10% of the billboard time to non-profits wishing to advertise their events. The only cost to the non-profits would be their artwork.

The Board of the Historic Downtown Woodland Business Association feels that the economic value to the city of Woodland would be tremendous, giving businesses, service organizations, and local fundraising an exciting way to get the word out about upcoming activities and offers.

I speak for the board of the Historic Woodland Downtown Business Association that we are in total support of the electronic billboard. We hope that you will strongly consider this proposal.

Sincerely,

George Rowland, President
Historic Woodland Downtown Business Association

The Woodland Farmer's Market
www.TheWoodlandFarmersMarket.org
34077 CR 25 Woodland, CA 95695 • (530) 666-2626

11-23-14

My name is Sonia Mora and I am the President of The Woodland Farmers Market Board of Directors as well as The Woodland Farmers Market manager.

I am writing to show my support of the digital billboard sign that is being proposed by Ron Caceres of RCI Development, Inc., at the I-5 location by Road 102. This sign will allow the farmers market to advertise and promote our local market and will bring more people to our historic downtown location. This sign will also be a great asset for the annual Woodland Tomato Festival that happens the second Saturday of every August and is hosted by The Woodland Farmers Market.

The Woodland Tomato Festival has grown every year and more people are aware of this event happening in Woodland because of the exposure we have received in the VIA and Sunset magazines as well as through the local television stations. We are always looking for more creative ways to advertise our market and festival and this sign would be an awesome opportunity for us. This digital sign will allow others driving up and down I-5 to see what events are happening in the Woodland area and will possibly encourage them to stop in Woodland to see what we have to offer. The advantage of the digital sign is that it can be updated with current events more often and will allow non profits, like The Woodland Farmers Market, a reasonable advertising venue that will be seen by thousands of people on a daily basis.

Woodland officials need to consider the advantages of this proposal and support RCI Development Inc. in making this happen.

Sincerely,

Sonia Mora

Sonia Mora
President and Market Manager
of The Woodland Farmers Market
sonia@woodlandfarmersmarket.com

HOBLIT

Jeep
THERE'S ONLY ONE

333 Main Street • Woodland, CA 95695 • (530) 662-4667 • (888) 88-DODGE • FAX (530) 666-7992

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

Dear Mr. Navazio,

I am writing as a downtown Woodland auto retailer voicing my support for the proposed Electronic Reader Board to be located on Freeway Drive as well as the revisions to your zoning code and sign ordinance allowing for this reader board.

The location of the sign is ideal, just north of the Road 102 exit, which will allow potential customers to be made aware of our dealership downtown and give them ample time to exit at Main Street. It is very important that we get the visibility on the freeway for our business as our location downtown without representation along the freeway prevents awareness that we are even here. Many of our new customers and even local residents continue to comment how they never knew there was a Dodge Dealership downtown.

Other auto malls in other cities have these digital signs, putting us at a competitive disadvantage. This sign, which would not be owned by another dealership or freeway business, would allow us to purchase advertising along the freeway directing people to our dealership downtown. We strongly urge you to support this project as additional sales by us will generate higher sales taxes for the City of Woodland.

Sincerely,

Chad Hoblit

Chad Hoblit
Dealer & Vice President
Hoblit Chrysler Jeep Dodge Ram
333 Main St
Woodland, Ca 95695
(530) 662-4667

ELM FORD
346 MAIN STREET • WOODLAND, CA 95695
P.O. BOX 2175 • WOODLAND, CALIFORNIA 95776-2175
530-662-2817

November 22, 2014

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

Dear Mr Navazio,

We are an auto dealership that has been in operation in downtown Woodland for 44 years. We are writing this letter in strong support for a zoning change and sign ordinance amendment that would allow the digital reader board along Freeway Drive.

Being a downtown car dealership, we would greatly benefit from the proposed sign. Because auto malls in other cities have these signs, we are at a competitive disadvantage without one. The sign's proposed location on Interstate 5 is ideal, as it would allow Elm Ford to advertise and capture customers that may be unaware that we are located downtown. It would also allow us to compete favorably with other freeway oriented auto business that may locate in Woodland in the future.

We feel the proposed sign will benefit business in the downtown area and would urge the city council to approve this project. It would be an asset to our community.

Sincerely,

William E Landis
President

Ghai Management Services, Inc
A FRANCHISEE OF BURGER KING CORPORATION

1904 Via Di Salerno,
Pleasanton CA 94566
Telephone: (510) 573 5905
Facsimile: (510) 490 5001
E mail: sunny@ghaimanagement.com

November 19, 2014

City of Woodland
c/o Tom Stoddard, Mayor
City of Woodland
300 First Street
Woodland, California 95695

Dear Mayor Stoddard:

I am writing as an Owner of two Burger Kings and one Taco Bell in Woodland in voicing my support for the revisions to the Woodland Sign Ordinance to now allow an "Electronic Reader Board".

The position of this sign at I-5 ahead of the Road 102, on the Woodland Fitness property, will allow potential customers to know we exist prior to the Road 102 exit, so they can exit the highway rather then passing Woodland and our three restaurants. This is very important to Burger King, as our fixed name on the existing sign behind the Home Depot, does not give customers enough notice to exit 5 to find us.

Quick serve restaurants are utilizing "Electronic Reader Board" in other surrounding towns, putting us in an inferior position to these other restaurants. This "Electronic Reader Board", if approved at the Woodland Fitness location is an advertising outlet, we plan to utilize and we strongly urge you to approve it, as with additional sales by us, will generate more jobs and taxes to be utilized by the City of Woodland.

Sincerely,

Sunny Ghai

Yours Truly,

Sunny Ghai, President

Woodland Lodging LLC
Woodland, CA 95776

November 19, 2014

City of Woodland
c/o Tom Stoddard, Mayor
City of Woodland
300 First Street
Woodland, California 95695

Dear Mayor Stoddard:

I am writing as a Woodland Hotel Owner in voicing my support for the revisions to the Woodland Sign Ordinance to now allow an "Electronic Reader Board".

The position of this sign at I-5 ahead of the Road 102, on the Woodland Fitness property, will allow potential customers to know we exist prior to the Road 102 exit, so they can exit the highway rather than passing our facility. This is very important to Holiday Inn Express and our new Fairfield Inn and Suites, as our fixed name on the existing sign, does not give customers enough notice to exit 5 safely.

Hotels are utilizing "Electronic Reader Board" in other surrounding towns, putting us in an inferior position to these other lodging facilities. This "Electronic Reader Board", if approved at the Woodland Fitness location is an advertising outlet, we plan to utilize and we strongly urge you to approve it, as with additional sales by us, will generate additional TOT tax to be utilized by the City of Woodland.

Sincerely,

Rohit Ranchhod

Rohit Ranchhod

8799 White Peacock Way, Elk Grove, California 95624
Tel: (916) 685-6823 Cell: (916) 761-5602 Fax: (916)405-3589

Holiday Inn Express & Suites
Woodland Hospitality, LLC
2070 FREEWAY DRIVE, WOODLAND, CA 95776

November 19, 2014

City of Woodland
c/o Tom Stoddard, Mayor
City of Woodland
300 First Street
Woodland, California 95695

Dear Mayor Stoddard:

I am writing as a Woodland Hotel Owner in voicing my support for the revisions to the Woodland Sign Ordinance to now allow an "Electronic Reader Board".

The position of this sign at I-5 ahead of the Road 102, on the Woodland Fitness property, will allow potential customers to know we exist prior to the Road 102 exit, so they can exit the highway rather than passing our facility. This is very important to Holiday Inn Express and our new Fairfield Inn and Suites, as our fixed name on the existing sign, does not give customers enough notice to exit 5 safely.

Hotels are utilizing "Electronic Reader Board" in other surrounding towns, putting us in an inferior position to these other lodging facilities. This "Electronic Reader Board", if approved at the Woodland Fitness location is an advertising outlet, we plan to utilize and we strongly urge you to approve it, as with additional sales by us, will generate additional TOT tax to be utilized by the City of Woodland.

Sincerely,

Rohit Ranchhod

Rohit Ranchhod

8799 White Peacock Way, Elk Grove, California 95624
Tel: (916) 685-6823 Cell: (916) 761-5602 Fax: (916)405-3589

Legislation Text

12.

File #: 16-221, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Introduce Ordinance to Modify the Rate Increases for Water Service effective January 1, 2016

Recommendation for Action: Staff recommends that the City Council:

1) Introduce and waive first reading of Ordinance No. _____, to amend water service rates adopted by Ordinance No. 1540 to become effective on January 1, 2016 and, in so doing;
2) Authorize replacing the scheduled 17% rate adjustment with an increase of 9.5%, effective January 1, 2016.

Staff Contact

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

Council Goal

This recommendation is consistent with the City's goal for fiscal responsibility by undertaking comprehensive fee studies to align ongoing and future expenditures with ongoing revenues. Additionally, adopting appropriate utility fee structures provides the necessary funding to support current and future infrastructure, another Council goal.

Fiscal Impact

The recommended water rate adjustment of 9.5%, effective January 1, 2016, is estimated to yield an additional $950,000 in water utility revenues in the current fiscal year, and $1.9 million on an annualized basis. These revenue levels are $1.5 million per year lower than the revenues that would have resulted from implementing the 17% rate adjustment provided for in the city's current water rate ordinance, and effectively represents annualized savings being passed on to the city's water utility customers.

This reduction in the level of rate adjustment required for 2016 will continue to support the next five (5) years of water utility needs given modest annual increases aligned with inflation and debt service obligations. However, any increases beyond January 1, 2016 will be subject to additional review and update of the water rate study and proper noticing and public hearing as required by Proposition 218.

Background

On May 1, 2012, the City Council adopted Ordinance 1540, which established water service rates for 2013-

2016. These water rate adjustments were approved after providing required Proposition 218 noticing, accepting and counting protest letters, and holding a public hearing on April 17, 2012. Since there was not a majority protest, Council adopted the proposed water rate adjustments for the four-year period.

The approved increases provided for four rate adjustments of 17% each January from 2013 through 2016. The Water Rate Study that provided the rate recommendation used best information available at the time to determine the required water rate revenue for the four year period.

To determine an appropriate rate adjustment for January 2016, staff worked with Shawn Koorn of HDR Engineering, Inc. to update the water rate analysis that was done in 2012. Actual project costs based on contract awards were used for the update. One of the most important elements of the update was inclusion of actual debt service obligations for the joint Davis-Woodland Water Supply Project as well as the debt service requirements for Woodland's local surface water projects. The funding for all of the surface water supply related projects has been secured through the State Revolving Fund (SRF) at a lower interest rate and a 20-year term; both different than what was factored into the 2012 study.

After considering all of these factors, HDR's updated study recommends a 9.5% rate adjustment on January 1, 2016 rather than the previously approved 17% increase.

Discussion

Although the HDR Study focused on identifying an appropriate rate decrease from the previous rate study for the year beginning January 2016, a longer-term five-year forecast was updated to ensure that reducing the January 2016 increase from 17% to 9.5% is sustainable under our current and future revenue/expenditure scenarios.

To ensure that the proposed reduced rate adjustment will be sufficient as we move into the next five (5) years, HDR modeled future water revenue requirements based on current and anticipated expenditures. Now that all debt financing has been secured for the Surface Water Supply Project and related local facilities, the actual debt service obligations have been factored into our out-year requirements. Additionally, City engineering staff has updated the proposed CIP to include two additional ASR Wells, and increased water pipeline repair and replacement has been programmed to support the anticipated pipeline changes as we move from well water to surface water. Actual metered water consumption from 2014/15 was used to project water consumption for the next five years.

Staff feels confident recommending a reduction to the previously approved January 2016 water rate adjustment from 17% to 9.5% and believes that we will be able to approach the next Water Rate Study and rate recommendation with only moderate increases needed to account for inflation and debt service changes.

The HDR update to our Water Rate Study indicates that a water revenue decrease from the previously scheduled 17 percent to 9.5% beginning January 1, 2016 will be sufficient to support our operations & maintenance program, our capital needs, and the debt service obligations incurred as part of the Surface Water Supply Project and related local projects through 2016. The proposed rate change continues to:

- Provide responsible debt service coverage for existing long-term debt obligations;
- Maintain reasonable and responsible reserve fund levels for the water utility; and
- Responsibly address on-going maintenance and replacement of aging water infrastructure including

pipelines, pumps, and well modifications.

Commission/Committee Recommendation

On November 4, 2015, the Water Utility Advisory Committee reviewed the current and out-year assumptions for the water utility and discussed rate options with staff and Shawn Koorn. After review of several alternatives, the Committee voted to support the reduction from the 17% anticipated rate increase already adopted and approved by the City Council to a 9.5% rate adjustment, thus decreasing water rates, believing that it fully meets the City's needs and will help reduce the impact of water rate increases for the community.

The City Council Water/Flood Subcommittee, Dr. Bill Marble and Jim Hilliard, reviewed the proposed water rate decrease for January 1st and are in concurrence with the recommendation.

Conclusion

Staff recommends that the City Council:

1) Introduce and waive first reading of Ordinance No. _____, to amend water service rates adopted by Ordinance 1540 to become effective on January 1, 2016 and, in so doing;
2) Authorize replacing the scheduled 17% rate increase with an increase of 9.5%, effective January 1, 2016.

Prepared by: Lynn Johnson, Senior Management Analyst

Paul Navazio, City Manager

Attachments: Ordinance Modifying Rates Previously Established to be Effective January 2016 for Water Service as provided in Ordinance No. 1540

ORDINANCE NO.________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA DECREASING RATES PREVIOUSLY ESTABLISHED TO BE EFFECTIVE JANUARY 1, 2016 FOR WATER SERVICE AS PROVIDED IN ORDINANCE NO. 1540

WHEREAS, the Woodland City Council previously established water rates for the time period of January 2013 through December 2016, by Ordinance No. 1540, adopted by the City Council on May 1, 2012; and

WHEREAS, pursuant to Ordinance No. 1540, water rates are scheduled to increase in January 2016; and

WHEREAS, the City staff have determined that the existing water rates to go into effect January 1, 2016 will adequately cover the City's costs of providing water service to customers and that the rate increase scheduled to go into effect January 1, 2016 pursuant to Ordinance No. 1540 is more than is required under the updated cost of service analysis performed by HDR Engineering, Inc. because the City has secured a low-interest loan through the State Revolving Fund program that was not assumed in the City's original 2012 rate study; and

WHEREAS, with the reduction in the 2016 rates, the City Council will establish water rates that do not exceed the cost to the City of providing the service for which the fees and charges are imposed; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY FO WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts the recitals and findings set forth above and in the staff report prepared in connection with this Ordinance.

Section 2. The City Council hereby adopts, by not less than a two-thirds vote pursuant to Health and Safety Code section 5471, the water rate schedule set forth in Exhibit "A," for rates to be effective January 1, 2016, attached hereto and incorporated herein by reference. For purposes of the rate schedule, "Large Uniform User" shall be defined as a customer that uses on an annual average at least 350,000 gallons per day and has a peaking factor less than 1.5 on an average-to-peak month basis.

Section 3. This Ordinance supersedes that portion of Ordinance No. 1540 setting water rates for January 1, 2016, and voids all prior ordinances, resolutions, and other Council actions, which are inconsistent with its terms, including all prior ordinances and resolutions establishing or amending water rates.

Section 4. Adoption of this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (14 CCR 15061(b)(3)). CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It is therefore found and declared that the adoption of the water rate schedule in this Ordinance will not have a significant effect on the environment, as the consumption-based water rates herein adopted will encourage water conservation.

Section 5. **Severability.** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6. **Effective Date.** The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be published within 15 days as required by law. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED this 1st day of December, 2015, by the following vote:

AYES:
NOTES:
ABSENT:
ABSTAIN:

____
Tom Stallard
Mayor

ATTEST:

____
Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

____

Kara K. Ueda
City Attorney

EXHIBIT "A"

Water Rate Schedule

City of Woodland
Water Rate Study
Summary of Proposed Rates

	FY 2016	
	Present Rates	**Jan - June 2016**
Proposed Revenue Adjustments - January		**9.5%**
Meter Charge (All customer classes)		
3/4"	$38.75	$42.45
1"	38.75	42.45
1 1/2"	38.75	42.45
2"	38.75	42.45
3"	72.80	79.75
4"	121.30	132.90
6"	242.20	265.35
Consumption (per ccf)		
Residential -		
0 - 12 CCF	$2.64	$2.90
13 - 36 CCF	3.41	3.74
36+ CCF	4.47	4.91
Multi-Family, Commercial, Institutional, Industrial, & City -		
Uniform Rate	$3.92	$4.31
Large User		
Uniform Rate	$3.80	$4.17
Landscape		
Uniform Rate	$4.47	$4.91

Legislation Text

13.

File #: 16-216, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: FY2015/16 Quarterly Budget Update

Recommendation for Action: Staff recommends that the City Council receive this informational report that represents the quarterly budget update - including unaudited FY2014/15 year-end results as well as revenues and expenditures through first quarter of FY2015/16 (through September 30, 2015). No Council action is required.

Staff Contact

Evis Morales, Senior Finance Analyst - (530) 661-5923, evis.morales@cityofwoodland.org

Council Goal

This update supports the City's goal of Fiscal Responsibility by providing regular and timely updates of budget information to the City Council and public.

Fiscal Impact

This informational item represents City-wide revenue and expenditure (1) unaudited results for all 12 periods of activity in fiscal year 2014/15 and (2) results through the first three periods of fiscal year 2015/16.

Discussion

This report summarizes the All Funds revenue and expenditure results through the fourth (4th) quarter of fiscal year 2014/15 and through first (1st) quarter of fiscal year 2015/16. In addition, the report highlights revenues and expenses in the General Fund through the fourth (4th) quarter in fiscal year 2014/15 and through the first quarter of fiscal year 2015/16.

Highlights of the fiscal year 2014/15 results (Attachment A) include the following:

- *All Funds revenues through the fourth quarter of 2014/15 were $139.63 million or 93% of the amended budget.*

- *General Fund revenues were $44.9 million or 10% more than the amended budget.*

- ✓ Property tax payments for fiscal year 2014/15 totaled $9.66 million, or 4.55% over the amended budget.

- ✓ Sales Tax payments for fiscal year 2014/15 totaled $17.74 million, or 2.46% ($426,000) over the amended budget. The Sales Tax figures include the City's 1% local (Bradley-Burns) sales tax share, one-time adjustments, Measure E, one final quarter of Measure V, and three quarters of Measure J.

- ✓ Licenses and Permits revenues exceeded amended budget by $1.31 million or 86% due to unanticipated residential, commercial/industrial development, and business license activity throughout the fiscal year.

- *Enterprise Funds revenues resulted in $33.78 million or 53% of amended budget due to Surface Water Project/Aeration SRF budgeted loan reimbursements that are technically not considered revenues, per accounting rules*.

- *Through the fourth quarter of fiscal year 2014/15, All Funds expenditures totaled $199.78 million, or 87% of the amended budget. General Fund expenditures totaled $42.58 million, or 96% of the amended budget.*

- *Based on unaudited results for FY2014/15, the ending fund balance in the General Fund stands at $11.9 million, which represents a reserve level of 29.5% of revenues, and is $2.5 million over the level assumed staff's mid-year projection. The General Fund fund balance includes $961,000 in Measure J funds received but unexpended as of June 30, 2015.*

- ✓ The preliminary results for fiscal year 2014/15 show that the General Fund ended the year with a net increase in fund balance of $613,325. In preparation of the fiscal year 2014/15 budget, a net decrease of $2.3 million was assumed. The originally budgeted net decrease in fund balance was attributed to $1.4 million in operational deficit and funding of one-time expenses in the amount of $ 959,000.
- ✓ During the development of the fiscal year 2015/16 adopted budget, projections were made for the ending of the fiscal year 2014/15 (Mid-year Estimates); revenues were assumed to be $42.6 million; actual results came in over that target by $2.2 million. This variance resulted from better than expected revenue from most all categories including property taxes, sales tax and permit fee revenues. Most notable was permit fee revenue with $1.3 over projected revenue.
- ✓ Expenditures ended the year under the projected $43.4 million by $772,446. The largest savings occurred as a result of savings in discretionary supplies and services by departments.

Highlights of the fiscal year 2015/16 first quarter results (Attachment B) include the following:

- *All Funds revenues through the first quarter of 2015/16 are $16.5 million, or 10% of the amended budget.*

- *Through the end of the first quarter, General Fund revenues were $3.5 million or 8% of amended budget.*

    - ✓ The City will not receive the first installment of property tax payments until January 2016. Information received from Yolo County indicates that the total assessed value increased by 7.11% from the prior year; the FY2015/16 budget assumed a 3% growth factor.
    - ✓ Sales Tax payments received through the month of September were slightly over $1.0 million, or 6% of amended budget.
    - ✓ The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May.

- *Through the first quarter of FY2015/16, All Funds expenditures (not including encumbrances) totaled $28.6 million, or 16% of the amended budget. General Fund expenditures totaled $9.2 million, or 20% of the amended budget.*

- *Updated revenue and expenditure projections will be provided in conjunction with the fiscal year 2015/16 mid-year informational budget update in February 2016.*

Conclusion

Staff recommends that the City Council receive this informational report that represents the quarterly budget update - including unaudited FY2014/15 year-end results as well as revenues and expenditures through first quarter of FY2015/16 (through September 30, 2015). No Council action is required.

Prepared by: Evis Morales, Senior Finance Analyst

Reviewed by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

Attachments: Attachment A - Fiscal Year 2014/15 Budget Tables
Attachment B - Fiscal Year 2015/16 Budget Tables

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2014/15 Revenues	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
General Fund	$ 40,911,103	$ 40,911,103	$ 44,957,127	$ 4,046,024	110%
Special Revenue	$ 7,566,897	$ 8,004,794	$ 8,717,789	$ 712,995	109%
Debt Service	$ 2,595,582	$ 2,595,582	$ 2,596,135	$ 553	100%
Development/Capital	$ 11,929,957	$ 11,929,957	$ 21,397,533	$ 9,467,576	179%
Enterprise Funds	$ 63,946,467	$ 63,946,467	$ 33,784,769	$ (30,161,698)	53%
Internal Service	$ 16,222,567	$ 16,222,567	$ 17,424,428	$ 1,201,861	107%
Successor Agency	$ 956,161	$ 956,161	$ 1,107,332	$ 151,171	116%
Agency	$ 5,058,681	$ 5,058,681	$ 9,649,757	$ 4,591,076	191%
Total All Funds	$ 149,187,415	$ 149,625,312	$ 139,634,870	$ (9,990,442)	93%

- All Funds revenues through the fourth quarter of 2014/15 were $139.63 million or 93% of the amended budget.
- General Fund revenues were $44.9 million or 10% more than the amended budget. Table 4 depicts the differences between general fund revenue types in more detail.
- Measure E fund is included in the Development/Capital fund category and $4.9 million or 112% of the amended budget in sales tax revenues associated with Measure E was received.
- Development/Capital Funds revenue includes a $4.02 million transfer from the Successor Agency of unexpended bond proceeds that were subsequently used for downtown projects. Additionally, due to better than expected development, citywide development impact fee revenues were $1.1 million more than budget and Spring Lake Infrastructure Fees (SLIF) were approximately $3.92 million. Lastly, Measure E revenue and other reimbursements that resulted in favorable variances contribute to the better than expected results.
- Enterprise Funds resulted in $33.78 million or 53% of amended budget due to Surface Water Project/Aeration SRF budgeted loan reimbursements that are technically not considered revenues, per accounting rules.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds resulted in $9.64 million or $4.59 million over amended budget due to a Spring Lake bond refunding and private placement bond issuances.

Table 2 – All Funds 2014/15 Expenditures by Fund

FY2014/15 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Internal Service	$16,806,820	$17,317,879	$15,997,229	$1,320,650	92%
General Fund	$43,303,837	$44,209,996	$42,583,501	$1,626,495	96%
Enterprise Funds	$65,822,953	$85,249,056	$73,026,464	$12,222,592	86%
Special Revenue	$7,856,719	$14,234,624	$7,983,409	$6,251,215	56%
Development/Capital	$9,151,908	$15,302,604	$11,239,835	$4,062,769	73%
Successor Agency	$992,804	$992,804	$4,934,176	($3,941,372)	497%
Springlake	$1,603,097	$9,122,212	$636,146	$8,486,066	7%
Debt Service	$2,599,593	$2,599,593	$2,596,109	$3,484	100%
Agency	$5,535,324	$39,701,208	$40,783,089	($1,081,881)	103%
Total All Funds	$153,673,055	$228,729,976	$199,779,958	$28,950,018	87%

- Through the fourth quarter of fiscal year 2014/15, All Funds expenditures totaled $199.78 million, or 87% of the amended budget. General Fund expenditures totaled $42.58 million, or 96% of the amended budget.
- Operating expenditures stayed within amended budget for most categories.
- The General Fund resulted in $42.58 million or 96% of amended budget due to savings Supplies & Services savings, $563,591 is attributed to unspent unallocated Measure J funds.
- Successor Agency budget resulted in $4.93 million or 497% of amended budget due to the transfer of unexpended bond proceeds out of the Agency to the City, which was approved by City Council but not included in budget. Funds were subsequently moved to a Capital Project Fund to be spent on Downtown related project improvements.
- The City's Springlake Fund ended fiscal year with $636,146 in expenses or 7% of budget due to a number of budgeted infrastructure projects that were not initiated in FY15. Examples of project include Parkland Ave/ Heritage Parkway Road/Sewer/Water Main project (3.31 million), East St. to Road 102 Water Main ($1.62 million), County Road 25A Pavement Rehabilitation and Widening ($1.01 million), and North Gibson Detention Ponds ($1.77 million).
- Agency Funds reflect expenditures of $40.78 million or 103% of amended budget. Expenses in this fund exceeded the amended budget due to Spring Lake bond refunding and private placement bond issuances during the fiscal year.

Table 3 – All Funds Expenditures by Department

FY2014/15 Expenditures									
		Original Budget		Amended Budget		Year-to Date Actuals		Difference Favorable/ (Unfavorable)	%
Administrative Services	$	13,152,089	$	13,376,853	$	14,172,047	$	(795,194)	106%
Community Development	$	7,043,842	$	7,280,720	$	6,241,319	$	1,039,402	86%
Community Services	$	3,021,744	$	3,826,270	$	3,180,053	$	646,217	83%
Public Safety	$	25,985,156	$	26,467,816	$	25,858,685	$	609,131	98%
Library	$	1,355,332	$	1,669,822	$	1,580,421	$	89,401	95%
Public Works	$	31,761,823	$	33,370,915	$	25,091,428	$	8,279,488	75%
Capital Improvements	$	45,177,495	$	83,542,872	$	59,850,277	$	23,692,596	72%
Non-Departmental	$	26,175,574	$	59,194,707	$	63,805,730	$	(4,611,023)	108%
Total All Departments	$	153,673,055	$	228,729,976	$	199,779,958	$	21,302,325	87%

- As of the end of the fourth quarter of fiscal year 2014/15, nearly all operating departments managed to stay within the approved amended budget.
- Administrative Services – Payment of the annual contribution to the City's irrevocable trust for other post-employment benefits (OPEB) are made from this department budget. While the budget for the additional OPEB collections were included in each department's line item budgets, the actual remittance to the trust fund from the Internal Service fund that collects the contributions was omitted from the budget.
- Capital Improvements budget was underspent by $23.69 million or 72% of budget; however, this remaining balance in funds has been carried-over to the fiscal year 2015/16 budget.
- Non-Departmental costs reflect expenses 108% of amended budget. This is largely due to (1) the Successor Agency's transfer of Bond Proceeds, $4 million, to a Capital Fund to allow for the expenditures on Downtown improvements and (2) Spring Lake bond refunding and private placement bond issuances during the fiscal year, $1.3 million. On a smaller scale (1) a personnel vacancy /supplies & services savings factor of $735,937 built into the amended budget (savings were achieved in supplies and services reflected within department budgets) and (2) $70,500 in sales tax revenue that was transferred to Measure E fund. The Measure E transfer was a result of better than expected revenues received. The City did achieve savings in other Non-departmental budget areas that assisted in bringing these overages to the $4.61 million reflected in Table 3 above.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2014/15 General Fund Revenues									
		Original Budget		Amended Budget		Year-to Date Actuals		Difference Favorable/ (Unfavorable)	%
Property Tax	$	9,246,619	$	9,246,619	$	9,667,763	$	421,144	105%
Sales Tax	$	17,313,830	$	17,313,830	$	17,739,819	$	425,989	102%
Other Taxes	$	945,804	$	945,804	$	1,219,288	$	273,484	129%
Franchise Fees	$	1,959,645	$	1,959,645	$	2,298,110	$	338,465	117%
Licenses/Permits	$	1,537,723	$	1,537,723	$	2,854,749	$	1,317,026	186%
Fines/Forfeitures	$	229,817	$	229,817	$	153,573	$	(76,244)	67%
Service Charges	$	582,130	$	582,130	$	755,957	$	173,827	130%
Motor Vehicle In Lieu	$	3,876,848	$	3,876,848	$	4,130,608	$	253,760	107%
Intergovernmental	$	436,000	$	436,000	$	809,824	$	373,824	186%
Lease/Interest Income	$	124,540	$	124,540	$	99,405	$	(25,135)	80%
Miscellaneous	$	4,519,769	$	4,519,769	$	5,089,653	$	569,884	113%
Transfers	$	138,378	$	138,378	$	138,378	$	(0)	100%
Total General Fund	$	40,911,103	$	40,911,103	$	44,957,127	$	4,046,024	110%

- The City received all installments of property tax payments for fiscal year 2014/15. The results were $9.66 million or 5% over amended budget.
- The City received all installments of Sales Tax payments for fiscal year 2014/15. The Sales Tax figures reflected above resulted in $17.73 million or 2% over amended budget. Sales tax revenue received includes the City's 1% local share, one-time adjustments, Measure E, one final quarter of Measure V, and three quarters of Measure J.
- Other Taxes category totaled $1.21 million or 29% greater than the amended budget due to Transit Occupancy Tax collected coming in at $110,104 over revenue expectations and Document Stamp Tax (tax collected every time there is an exchange of real property) resulting in $163,380 favorable variance.
- Licenses and Permits exceeded amended budget by $1.31 million or 86% due to unanticipated residential, commercial/industrial development, and business license activity throughout the fiscal year.
- Service Charges resulted in $173,827 or 30% over amended budget due to increased revenue in recreation programs.
- Intergovernmental revenue of $809,824 was 86% over amended budget as a result of unanticipated reimbursement for repayment of costs incurred for complying with unfunded state mandates.
- Miscellaneous revenues include a one-time settlement of a class action lawsuit, payment related to a development agreement in the industrial area of City, and reimbursement for fire strike team deployments, which totaled $530k.

Table 5 – General Fund Expenditures by Category

FY2014/15 General Fund Expenditures	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Personnel	$ 23,536,186	$ 24,392,042	$ 24,537,192	$ (145,150)	101%
Supplies & Services	$ 7,873,003	$ 7,531,737	$ 5,883,403	$ 1,648,334	78%
Education & Training	$ 249,626	$ 326,801	$ 259,448	$ 67,353	79%
Debt Service	$ 210,140	$ 210,140	$ 210,140	$ 0	100%
Capital Expenditures	$ 50,000	$ 90,000	$ 76,019	$ 13,981	84%
Non-Discretionary	$ 5,372,738	$ 5,580,645	$ 5,597,551	$ (16,906)	100%
Operating Transfers	$ 6,015,144	$ 6,078,631	$ 6,019,748	$ 58,883	99%
Total All Categories	$ 43,306,837	$ 44,209,996	$ 42,583,501	$ 1,626,495	96%

- End-of-year, fourth quarter of FY2014/15 General Fund expenditures totaled $42.58 million or 96% of the amended budget.
- Personnel expenses resulted in 101% of the amended budget, however, staff had planned for a personnel vacancy /supplies & services savings factor of $735,937 that was built into the Personnel category. Savings were not achieved in Personnel but rather Supplies & Services.
- Both Supplies & Services/ Education & Training categories resulted in combined savings of $1.71 million. Savings assisted the City in achieving its planned personnel vacancy /supplies & services savings factor built into the amended budget.
- Of the $1.64 million in Supplies & Services savings, $563,591 is attributed to unspent unallocated Measure J funds.
- Non-Discretionary expenses resulted in $5.59 million, exceeding budget by $16,906. This overage was due to Community Services utilities water usage now being metered.

Table 6 – General Fund Expenditures by Department

FY2014/15 General Fund Expenditures	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Administrative Services	$ 2,723,275	$ 2,868,275	$ 2,570,179	$ 298,096	90%
Community Development	$ 2,631,735	$ 2,817,476	$ 2,414,004	$ 403,472	86%
Community Services	$ 1,876,252	$ 2,529,669	$ 2,258,804	$ 270,865	89%
Public Safety	$ 25,141,474	$ 25,589,134	$ 25,123,272	$ 465,862	98%
Library	$ 1,246,100	$ 1,548,850	$ 1,474,433	$ 74,417	95%
Public Works	$ 2,537,662	$ 2,827,420	$ 2,586,117	$ 241,302	91%
Non-Departmental	$ 7,147,339	$ 6,029,172	$ 6,156,691	$ (127,519)	102%
Total All Departments	$ 43,303,837	$ 44,209,996	$ 42,583,501	$ 1,626,495	96%

- After fourth quarter of FY2014/15, all departments ended the year slightly under spent.
- Non-Departmental costs reflect expenses 2% over amended budget. This is due to (1) a personnel vacancy /supplies & services savings factor built into the amended budget of $735,937 and (2) to $70,500 transferred to the Measure E fund in excess of budget. The Measure E transfer was a result of better than expected revenues received. Other savings such as unallocated Measure J funds and the COPS grant budget (to be transferred out to a Public Safety grant fund had the City been successful in its grant application in FY15) in Non-Departmental assisted in limited the unfavorable difference to only ($127,519).

Table 7 – General Fund Forecast

General Fund	Mid-Yr Estimate FY 2014/15	Unaudited Acutals FY 2014/15	Difference	Adopted Budget FY2015/16	Amended Budget FY2015/16	Difference
Beginning Balances	$ 11,110,518	$ 11,310,144	$ 199,626	$ 9,902,322	$ 9,902,322	$ -
Revenues	$ 42,658,922	$ 44,957,127	$ 2,298,205	$ 43,961,913	$ 43,961,913	$ -
Expenditures (Includes Measure J in FY15 - FY20)	$ 43,355,947	$ 42,583,501	$ (772,446)	$ 43,961,913	$ 44,770,252	$ 808,339
Annual Surplus/Deficit	(697,025)	2,373,626	3,070,651	-	(808,339)	808,339
One-Time Expenses	(959,000)			$ (474,758)	$ (474,758)	$ -
Transfers			-			
Measure J Unspent Fund Balance		(961,963)				
Unreserved Fund Balance	$ 9,454,493	$ 12,721,808	$ 3,267,315	$ 9,427,563	$ 8,619,224	$ (808,339)
FY15 Encumbered/Uencumbered Carry-Over to FY16	$ -	$ (798,339)	$ (798,339)	$ -	$ -	
Ending Unreserved Fund Balance	$ 9,332,219	$ 11,923,469	$ 2,591,250	$ 9,427,563	$ 8,619,224	$ (808,339)
Percentage (E.U.F.B./Revenues)	25.7%	29.5%		23.9%	21.9%	
Reserve Policy $	$ 4,726,650	$ 5,252,633	$ 525,983	$ 7,879,502	$ 7,879,502	$ -
Reserve Policy %	13.00%	13.00%		20.00%	20.00%	
"Excess" Fund Balance (over Reserve Target)	$ 4,605,569	$ 6,670,836	$ 2,065,267	$ 1,548,061	$ 739,722	$ (808,339)

*FY16 - the Adopted Budget includes expenditures of $43.96 million and one-time expenses of $474,758. The sum of these two expenses equals the adopted budget of $44.43 reflected through-out Attachment B.

** FY16 - the Amended Budget includes expenditures of $44.77 million and one-time expenses of $474,758. The sum of these two expenses equals the adopted budget of $45.24 reflected through-out Attachment B.

Fiscal Year 2014/15 Results:

The preliminary results for fiscal year 2014/15 show that the General Fund ended the year with a net increase in fund balance of $613,325. In preparation of the fiscal year 2014/15 budget, a net decrease of $2.3 million was assumed. The originally budgeted net decrease in fund balance was attributed to $1.4 million in expenses over revenues and funding of one-time expenses in the amount of $ 959,000.

During the development of the fiscal year 2015/16 adopted budget, projections were made for the ending of the fiscal year 2014/15 (Mid-year Estimates); revenues were assumed to be $42.6 million; actual results came in over that target by $2.2 million. This variance resulted from better than expected revenue from most all categories including property taxes, sales tax and permit fee revenues. Most notable was permit fee revenue with $1.3 over projected revenue.

Expenditures ended the year under the projected $43.4 million by $772,446. The largest savings occurred as a result of savings in discretionary supplies and services by departments.

Total ending fund balance in the General Fund is preliminarily calculated at $11.9 million for the fiscal year 2014/15 or 29.5% of revenues. The increase in fund balance of $2.5 million (over the mid-year projection) will assist the City in balancing budget throughout the five-year forecast and keep reserves at the reserve target per the City's updated reserve policy of 20%. An updated five-year forecast, including revised fund balance figures, will be presented to City Council in early 2016 during the FY2016/17 Budget review.

ATTACHMENT B

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2015/16 Revenues							
		Original Budget		Amended Budget		Year-to Date Actuals	%
General Fund	$	43,961,913	$	43,961,913	$	3,552,577	8%
Special Revenue	$	6,991,558	$	6,991,558	$	1,225,759	18%
Debt Service	$	2,595,582	$	2,595,582	$	-	0%
Development/Capital	$	15,914,137	$	15,914,137	$	1,121,505	7%
Enterprise Funds	$	68,715,059	$	68,715,059	$	9,365,896	14%
Internal Service	$	14,138,370	$	14,138,370	$	1,249,112	9%
Successor Agency	$	956,161	$	956,161	$	40,723	4%
Agency	$	5,058,681	$	5,058,681	$	16	0%
Total All Funds	$	158,331,461	$	158,331,461	$	16,555,589	10%

- All Funds revenues through the first quarter of 2014/15 are $16.5 million, or 10% of the amended budget.
- General Fund revenues are $3.55 million or 8% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- The Measure E fund is included in the Capital Projects fund category, and sales tax revenues associated with Measure E have not yet been received; other revenues are dependent upon development activity.
- Revenues in Debt Service funds come from transfers from other funds, which are done periodically throughout the year.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds are received with the City's property tax distributions in January and May.

Table 2 – All Funds Expenditures by Fund

FY2015/16 Expenditures				
	Original Budget	Amended Budget	Year-to Date Actuals	%
Internal Service	$14,474,846	$15,018,021	$4,282,918	29%
General Fund	$44,436,671	$45,245,010	$9,249,180	20%
Enterprise Funds	$55,509,262	$63,590,019	$8,534,734	13%
Special Revenue	$7,605,010	$14,527,158	$2,286,612	16%
Development/Capital	$8,454,565	$15,094,399	$1,893,888	13%
Successor Agency	$994,729	$994,729	$234,560	24%
Springlake	$2,620,195	$11,133,548	$39,571	0.36%
Debt Service	$2,599,593	$2,599,593	$768,434	30%
Agency	$5,579,264	$5,607,849	$1,332,132	24%
Total All Funds	$142,274,135	$173,810,326	$28,622,029	16%

- Through the first quarter of FY2015/16, All Funds expenditures (not including encumbrances) totaled $28.6 million, or 16% of the amended budget. General Fund expenditures totaled $9.2 million, or 20% of the amended budget.
- Operating expenditures appear to be tracking within budget for all categories.
- Internal Service funds reflect expenditures of $4.2 million, or 29% of amended budget due mostly to up-front payments made for insurance premiums out of the Self Insurance Fund.
- Agency Funds reflect expenditures totaled $1.3 million or of 24% of amended budget due to debt service payments made on certain bonds during the first quarter.

Table 3 – All Funds Expenditures by Department

FY2015/16 Expenditures							
		Original Budget		Amended Budget		Year-to Date Actuals	%
Administrative Services	$	14,766,285	$	14,934,574	$	4,657,652	31%
Community Development	$	6,077,977	$	6,577,895	$	1,051,482	16%
Community Services	$	4,307,568	$	4,523,170	$	924,269	20%
Public Safety	$	26,990,703	$	27,155,973	$	6,138,007	23%
Library	$	1,789,132	$	2,513,727	$	560,721	22%
Public Works	$	29,730,402	$	31,822,753	$	5,486,455	17%
Capital Improvements	$	29,109,722	$	56,779,887	$	7,449,764	13%
Non-Departmental	$	29,502,346	$	29,502,346	$	2,353,679	8%
Total All Departments	$	142,274,135	$	173,810,326	$	28,622,029	16%

- As of the end of the first quarter of fiscal year 2015/16, all departments appear to be tracking closely to budget.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2015/16 General Fund Revenues	Original Budget	Amended Budget	Year-to Date Actuals	%
Property Tax	$ 10,151,639	$ 10,151,639	$ -	0%
Sales Tax	$ 18,489,878	$ 18,489,878	$ 1,097,700	6%
Other Taxes	$ 1,143,267	$ 1,143,267	$ 246,740	22%
Franchise Fees	$ 2,159,282	$ 2,159,282	$ 226,126	10%
Licenses/Permits	$ 1,679,785	$ 1,679,785	$ 596,459	36%
Fines/Forfeitures	$ 244,356	$ 244,356	$ 44,460	18%
Service Charges	$ 628,122	$ 628,122	$ 136,479	22%
Motor Vehicle In Lieu	$ 4,278,708	$ 4,278,708	$ -	0%
Intergovernmental	$ 423,148	$ 423,148	$ 84,906	20%
Lease/Interest Income	$ 125,540	$ 125,540	$ 45,257	36%
Miscellaneous	$ 4,499,810	$ 4,499,810	$ 1,074,450	24%
Transfers	$ 138,378	$ 138,378	$ -	0%
Total General Fund	$ 43,961,913	$ 43,961,913	$ 3,552,577	8%

- Through the end of the first quarter, General Fund revenues were $3.5 million or 8% of amended budget.
- The City will not receive the first installment of property tax payments until January 2016. Information received from Yolo County indicates that the total assessed value increased by 7.11% from the prior year; the FY2015/16 budget assumed a 3% growth factor.
- Sales Tax payments received through the month of September were slightly over $1.0 million, or 6% of amended budget.
- The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May.

Table 5 – General Fund Expenditures by Category

FY2015/16 General Fund Expenditures							
		Original Budget		Amended Budget		Year-to Date Actuals	%
Personnel	$	25,302,036	$	25,405,036	$	6,668,926	27%
Supplies & Services	$	6,765,043	$	7,356,388	$	960,809	8%
Education & Training	$	258,274	$	303,102	$	37,512	8%
Debt Service	$	210,140	$	210,140	$	-	0%
Capital Expenditures	$	-	$	63,664	$	50,650	0%
Non-Discretionary	$	5,727,519	$	5,727,519	$	1,505,684	28%
Operating Transfers	$	6,173,659	$	6,179,161	$	5,502	6%
Total All Categories	$	44,436,671	$	45,245,010	$	9,229,083	20%

- Through the first quarter of FY2015/16, General Fund expenditures (not including encumbrances) total $9.2 million or 20% of the amended budget.
- Personnel costs are trending to be on target with budget, at 27% of amended budget through the first quarter.
- Operating Transfers consist primarily of the transfer of Measure E sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. To date, only one transfer has been made: a transfer from Measure J programming to the Vehicle Replacement Fund for shelving installed into the Rec2Go van. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required.

Table 6 – General Fund Expenditures by Department

FY2015/16 General Fund Expenditures

	Original Budget	Amended Budget	Year-to Date Actuals	%
Administrative Services	$ 2,740,312	$ 2,837,884	$ 698,331	25%
Community Development	$ 2,556,920	$ 2,863,670	$ 675,161	24%
Community Services	$ 3,163,258	$ 3,221,897	$ 675,501	21%
Public Safety	$ 25,946,648	$ 26,111,918	$ 5,972,532	23%
Library	$ 1,669,847	$ 1,720,786	$ 525,357	31%
Public Works	$ 2,799,169	$ 2,928,337	$ 677,634	23%
Non-Departmental	$ 5,560,517	$ 5,560,517	$ 4,567	0%
Total All Departments	$ 44,436,671	$ 45,245,010	$ 9,229,083	20%

- After the first quarter of FY2015/16, all departments appear to be tracking in line with the amended budget amounts.
- Non-Departmental expenditures consist primarily of the transfer of Measure E sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. To date, the only expenditures are $4,568 paid in credit card fees. Other fund subsidies are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the subsidies actually required.

File #: 16-228, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: Consideration of Possible November 2016 Ballot Measure to Renew/Extend the City's Local ½-Cent Sales Tax (Measure E)

Recommendation for Action: Staff recommends that the City Council direct staff to assess options for a possible November 2016 ballot measure to renew and extend the city's ½-cent sales tax (Measure E), and return to Council in January for a full discussion and further direction.

Staff Contact

Paul Navazio, City Manager - 530 661-5800, paul.navazio@cityofwoodland.org

Background

The City currently receives supplemental sales tax revenue through two voter-approved measures authorizing transaction and use taxes of ½ cent (Measure E) and ¼ cent (Measure J), respectively. Measure E, approved in 2006 for a 12 year period, effectively re-authorized the City's Measure H ½ cent sales tax measure first approved by the voters in 2000. Measure J which generates approximately $2 million annually to the General Fund was approved in 2014, for an eight year period.

Both of the current voter-approved sales tax measures were accompanied by advisory measures establishing non-binding priorities for use of the revenues generated by each measure. Measure J is currently being used consistent with its advisory measures that provided that 60% be allocated in support youth programs, 20% in support of the Woodland Public Library, 15% for programs supporting youth-at-risk, and 5% toward the city's utility rate-payer assistance program.

In contrast, Measure E funding has been allocated in support of road rehabilitation and selected capital improvement projects including the Community and Senior Center, Sports Park, Library and Opera House as well as various other park facilities projects, including rehabilitation of the Brooks Pool Complex and Clark Field.

Discussion

The city's 1/2-cent sales tax (Measure E) was approved by the voters in June, 2006 as a discretionary general purpose tax, albeit with accompanying advisory measures. Under the state's constitution, any general purpose tax can only be presented to the voters for approval on a ballot where members of the local agency's legislative body are also on the ballot.

Accordingly, while the current 12-year authorization for Measure E extends through June, 2018, the Council's recent action to move future City Council elections from June to November results in the November 2016 ballot being the last available election prior to the expiration of Measure E. It is for this reason that staff is seeking Council concurrence to develop options for a possible ballot measure to renew and extend the city's current ½-cent sales tax via the November 2016 ballot.

Existing Measure E Spending Plan

On June 6, 2006 the Woodland voters approved Measure E, which extended the ½ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland. Additionally, the voters approved three advisory measures outlining the types of projects for which proceeds from Measure E would be spent:

- Measure B allocated a minimum of $30.2 million or 45% for road rehabilitation;
- Measure C approved funding for Community and Senior Center Phase II, Sports Park and renovation and improvements of parks, recreation facilities and pools;
- Measure D approved funding for expansion of the Library, City Hall and the Opera House.

The current total Measure E revenue estimate is approximately $51 million. The Council annually reviews and approves an updated spending plan to address priority needs consistent with the intent of the measure and its advisory provisions. The current Measure E spending plan (see Attachment B), provides for past and planned expenditures as follows:

Roads	$	19,846,139
Opera House	$	1,343,716
Community Senior Center/Sports Park	$	7,255,105
Parks/Pool Rehab/Rec Facilities	$	4,645,409
Library Improvements	$	873,688
Civic Center Expansion/Facilities	$	329,455
Overhead Allocation	$	909,578
Internal Loan For Debt Service	$	12,340,844
Project Subtotal	$	47,543,934
Reserve/Contingency	$	1,676,980
	$	49,220,914

Note - Available reserve/contingency funds are anticipated to be applied to Roadway projects.
Options for Extending Voter-Approved ½ Cent Sales Tax -

The City has been working diligently to stabilize our financial situation, aided by the community's continued support of our two voter-approved sales tax measures. Since 2008/09, the City has shed roughly $9 million in annual General Fund costs through deep reductions across all city programs and services supported by property and sales tax revenues. Moreover, the City has made significant progress, in collaboration with its employee bargaining groups, to address growing costs of health and retirement benefits and has begun to address its large unfunded liabilities.

While additional budget-balancing measures may well be needed, beyond 2015/16 to maintain a balanced budget, the conservative assumptions used in the five-year forecast suggest that revenue growth from a sustained economic recovery could erase a significant portion of projected deficits in the out-years of the budget forecast. The City Council will be considering measures needed to maintain a structurally balanced budget based on the results of the mid-year budget update (February 2016), and in conjunction with the annual Spring Budget Workshop (March 2016).

At the same time, it is recognized that the steps taken to balance the City's budget over the last seven years have resulted in significant underfunding across a variety of priority service and infrastructure categories. Among these was funding in support of youth programming that was largely addressed through last year's passage of Measure J (1/4-cent sales tax).

Going forward - and assuming ongoing diligence in managing existing budget to address continued cost pressures - the extension of Measure E represents a critical revenue component required to meet priority needs not able to be addressed within our baseline budget resources.

Examples of these areas that have been previously identified include:

- Continued support for Street and Roadway maintenance
- Continued support for debt service payments related to Community and Senior Center
- Citywide Tree Maintenance
- Support for Sidewalk Repairs
- Public Safety Staffing (Police and Fire)
- Economic Development - Staffing Support
- Parks / Facilities Maintenance (Existing facilities)
- Capital Project Needs (New facilities)
- Storm Drain Capital and Programs (mandated)

The scheduled expiration of Measure E provides an opportunity for future revenues from the existing ½-cent sales tax to be directed to programs and projects representing the greatest potential to address and meet community unmet needs.

Timelines

At this time, staff is requesting City Council concurrence to assess options for placing a ballot measure to renew and extend the ½-cent sales tax via the November 2016 ballot. If the City Council is so inclined, there would be adequate time to explore and evaluate options, seek broad community input and craft ballot language within the timeframes needed for formal council action to place a measure on the November 2016 ballot. The Council may consider appointing an ad-hoc Council sub-committee (two members) to assist staff in considering potential renewal options.

Staff anticipates returning to the City Council in mid-January with a range of potential ballot options for consideration. Specific Council direction would need to be provided by the end of February or March on formal drafting of any ballot measure. This would allow for formal Council action on all requirements for a November ballot measure to be completed by June, consistent with the timeline required of the County Elections Office for measures to appear on the November 2016 ballot.

Conclusion

Staff recommends that the City Council direct staff to assess options for a possible November 2016 ballot measure to renew and extend the city's ½-cent sales tax (Measure E), and return to Council in January for a full discussion and further direction.

Prepared by: Paul Navazio, City Manager

Attachment: Tentative Timeline
Existing Measure E Spending Plan

BALLOT MEASURE TIMELINE

November 2016 General Election

Election Date:	November 8, 2016
Council Direction to Explore Potential Ballot Measure	November 2015
Develop Options and Alternatives Staff-level Commissions Community Staqkeholders	Dec. 2015 - Feb. 2016
Consideration of Ballot Alternatices - City Council (with Moid-Year Budget Update)	February
Council Direction to Draft Ordiance (Spring Budge Workshop)	March
Council Calls Election Approves Ballot Language Adopts Ordinance	July 5th (1st Regular Meeting)
Approved / Executed Resolutions to Board of Supervisors (3 wks)	July 19th (2nd Regular Meeting)
Yolo County Board of Suprevisors Approve Call of Elections	August
Ballot Arguments	August
Ballots Mailed	October 8, 2016
Election Day	November 8, 2016

MEASURE E SPENDING PLAN

		2014/15	2015/16	2016/17	2017/18	2018/19	Totals
MSE Annual Revenue (projections based on Q3-2014 Muni Report)	$ 30,897,339	$ 4,374,255	$ 4,600,739	$ 4,784,882	$ 4,988,303	$ 1,299,977.00	$ 51,220,495
Reimbursement for purchase of State Theatre		$ 275,000					

	Previous Expenditures	2014/15	2015/16	2016/17	2017/18	2018/19	Totals	% of Total
Roads	$ 6,873,039	$ -	$ -	$ -	$ -	$ -		
Kentucky Avenue Widening & Recon Grant Match	$ 8,779	$ 550,000	$ 1,211,871	$ -	$ -	$ -		
E. Main St	$ -	$ 450,000	$ -	$ -	$ -	$ -		
E. Kentucky Avenue Reconstruction	$ 101,664	$ 660,286	$ -	$ -	$ -	$ -		
Grant Match		$ -	$ 100,000	$ 100,000	$ 100,000	$ -		
O&M Road Maintenance - In House	$ -	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ -		
Road Program Management	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -		
Main Street Improvements/Beautification	$ 3,017	$ 396,983	$ 455,985	$ -	$ -	$ -		
Lit Crosswalk Replacement	$ -	$ -	$ 100,000	$ -	$ -	$ -		
Contract Pavement Maintenance/Rehabilitation	$ -	$ 1,017,578	$ 1,350,000	$ 1,400,000	*$ 1,700,000*	*$ 1,600,000*		
Subtotal for Roads	$ 6,986,499	$ 3,524,847	$ 3,667,856	$ 1,950,000	$ 2,250,000	$ 1,600,000	$ 19,979,202	42%
Opera House/State Theatre/City Hall Annex (for OH)	$ 856,716	$ 487,000	$ -	$ -	$ -	$ -	$ 1,343,716	3%
Library	$ 273,688	$ -	$ -	$ -	$ -	$ -		
Library Facility Improvements	$ -	$ 50,000	$ 550,000	$ -	$ -	$ -		
Subtotal for Library							$ 873,688	2%
Facilities/City Hall/ADA Facilities	$ 329,455	$ -	$ -	$ -	$ -	$ -	$ 329,455	1%
Community Senior Center/Sports Park Debt Service	$ 6,071,547	$ 358,821	$ 359,707	$ 359,623	$ 105,407	$ -		
Misc. Park Improvements	$ 233,905	$ -	$ -	$ -	$ -	$ -		
Park Irrigation Phase Ph 1-4	$ 2,271,591	$ -	$ -	$ -	$ -	$ -		
Rehabilitation of Brooks Swim Center	$ 1,333,486		$ -	$ -		$ -		
Clark Field Improvements	$ 503,427	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ -		
Play Equipment & Electrical Panel - Crawford Park		$ 143,000						
Sports Park Turf Replacement						$ -		
Main Distribution Panel - Brooks Pool			$ 50,000					
Grant Match - Camarena Field		$ 25,000	$ 25,000					
Subtotal for Community Center/Sports Park/Park Maint.							$ 11,900,514	25%
Overhead Allocation	$ 594,578	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 35,000	$ 909,578	2%
Long Term Loan for Debt Service on the CCS/Sports Park*	$ 5,815,364	$ 1,500,000	$ 1,700,000	$ 1,805,326	$ 1,520,154	$ -	$ 12,340,844	26%
Total Expenditures	$ 25,270,256	$ 6,173,668	$ 6,437,563	$ 4,199,949	$ 3,960,561	$ 1,635,000	$ 47,676,997	
MSE Fund Balance	$ 5,627,083	$ 2,102,670	$ 265,846	$ 850,779	$ 1,878,521	$ 1,543,498		
MSE Reserve Target/Contingency	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000		
Variance	$ 3,627,083	$ 102,670	$ (1,734,154)	$ (1,149,221)	$ (121,479)	$ (456,502)		

* The repayment of the loan of MSE to the Park Development Fund to pay for debt service related to the Community & Senior Center/Sports Park will be available in the future to program towards other projects that fall within the advisory measures.

*We have collected $300K (74 SF units) in Park Development Fee to date in FY15 which will offset amount of loan needed from MSE

* We have assumed at least 25 SF units (~$100 K in park development fee) for FY16 so reduced loan by $100K

* Assumes $298,419 additional for 15-16 and $457,566 additional for 08-58 with $300K in FY15 and remaining in FY16

File #: 16-225, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: November 17, 2015

SUBJECT: CPG Water Supply Installment Purchase Agreement Refinancing

Recommendation for Action Staff recommends that the City Council approve Resolution No. _____, Authorizing Proceedings and Agreements Relating to the Refinancing of a Promissory Note and Approving Issuance and Sale of Bonds by the Woodland-Davis Clean Water Agency Approving a Private Placement Agreement and Authorizing Official Actions.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

The new installment purchase agreement does not create any additional burden to the City's Water Enterprise fund and the reasonable costs of the transaction will be paid through the sale of the bonds and will not increase the City's financial obligation under the installment purchase agreement. The new bond issue will be structured so that the City's payment schedule is unchanged and that there should be no adverse fiscal impact to the City of Woodland as a result of the issuance of the bonds. In addition, the obligation of the City to raise rates to cover combined debt service on all of its obligations remains unchanged as a result of this transaction. The City will be responsible for Annual Continuing Disclosure on the Series A Bonds once they are offered to the public by Deutsche Bank. The cost of the Annual Continuing Disclosure will be borne by Deutsche Bank for the first ten years.

Background

In 2010, the City entered into an installment purchase agreement with the Woodland-Davis Clean Water Agency ("WDCWA") relating to the purchase of Sacramento River water rights for the City of Woodland from the Tri-City Water and Farm LLC and the Conaway Preservation Group ("CPG"). WDCWA issued a promissory note (the "Woodland Note") to CPG which was payable from the installment payments to be made by Woodland under the installment purchase agreement. The Woodland Note was later sold by the CPG to Deutsche Bank, with the consent of WDCWA, in 2014. As part of the installment purchase agreement, the City agreed to cooperate with CPG, or its assignee, to convert the Woodland Note into a tax-exempt obligation. Deutsche Bank would now like to convert the Woodland Note into a tax-exempt obligation, and after consultation with the City's bond counsel and Deutsche Bank's counsel, it is determined that the most appropriate manner is accomplishing tax-exemption is to cause the offering of a new bond issue.

The original 2010 installment purchase agreement provides that the CPG may sell the obligation to a third party with notice to the City and WDCWA. The City, upon receiving notice, had an opportunity to refinance the installment purchase agreement on its own within 90 days of receipt of the notice. The City received such a notice from CPG in 2014 and elected to not refinance the installment purchase agreement on its own. Consequently, CPG sold the installment purchase agreement to Deutsche Bank in April, 2014.

Earlier this year, Deutsche Bank approached the City of Davis, the City of Woodland and WDCWA with a request to sell the Woodland Note and the note issued with respect to the City of Davis's obligation (the "Davis Note") as publicly offered bond issues. Counsel to all three entities reviewed this request and determined that under the original 2010 installment purchase agreements for each of the Cities the public entities are obligated to comply with this request.

City staff and its finance team negotiated with Deutsche Bank to include terms which would be typical for a tax -exempt bond, including a right to call and refinance the obligation in 10 years. Additionally, all of the reasonable costs will be paid from the sale of the obligations as a reduction to the price that Deutsche Bank will be paid for cancelling the old obligation. It is expected that amount payable to Deutsche Bank through this financing will exceed the amount that Deutsche Bank paid CPG for the original Woodland Note and Davis Note. However, the cost to the City will not exceed the original cost and the City will have the opportunity to control the expense of this obligation in the future.

Discussion

The 2010 installment purchase agreement provided that the City had an obligation to raise rates to generate net revenues equal to 100% of debt service. This was less than the other City water fund debt obligations, which have a minimum rate covenant coverage requirement of 110% coverage of debt service by net revenues. However, for a publicly offered bond issue to obtain an investment grade rating, the rate covenant on the refinancing would need to provide for at least 110% coverage. As a result, the bonds will be issued by the WDCWA, and will be issued as Series A Bonds and as Series B Bonds.

The Series A Bonds and the Series B Bonds will initially be privately placed with Deutsche Bank. At the time that the interest rates are established, a determination will be made as to the par amount of the Series A Bonds and the Series B Bonds. The Series A Bonds will have a priority lien on the payments made by the City under the installment purchase agreement and that priority lien is expected to result in the bonds having revenue coverage of 110%. At the time when the audited financial statements for the fiscal year ending 2015 are completed, Duetsche Bank may work to obtain an investment grade rating on the Series A Bonds. Upon the satisfaction of certain other conditions, such as the preparation of an official statement, Deutsche Bank may offer the Series A Bonds on the secondary market. The remaining Series B Bonds will have a second lien on the installment payments to be made under the installment purchase agreement and these bonds will be owned by Deutsche Bank. The total obligation will result in a combined rate covenant obligation equal to the original 100% of installment payments to be made under the installment purchase agreement.

The attached resolution authorizes the following documents required for the bond sale:

1. The Installment Purchase Agreement, which creates the pledge of revenues from the City's water enterprise to the WDCWA;
2. The Private Placement Agreement, by which the private placement agent will place the Series B Bonds with the bank;
3. The Agreement and Memorandum of Understanding, among the Cities, WDCWA and Deutsche Bank,

which sets out the terms relating to the exchange of the old notes for the new series of bonds; and
4. The future preparation of a Preliminary Official Statement and obtaining a rating for the Purpose of offering the Series A Bonds, and a direction to bring the document to the City Council for approval.

WDCWA's Board will approve the same basic legal documents for the bond issue, and will approve the Indenture of Trust, under which document the bonds will be issued.

It is expected that the Bonds will be offered for sale in early December, 2015, and closed in mid-December, 2015. Once the 2015 audit is complete, the preparation of the official statement and the rating process will begin such that the Series A Bonds can be offered to the public by Deutsche Bank which is expected to happen in the first half of calendar year 2016.

Members of the financing team will be present to answer any questions.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, Authorizing Proceedings and Agreements Relating to the Refinancing of a Promissory Note and Approving Issuance and Sale of Bonds by the Woodland-Davis Clean Water Agency Approving a Private Placement Agreement and Authorizing Official Actions.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachments: Resolution
Installment Purchase Agreement
Private Placement Agreement
Agreement and Memorandum of Understanding

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING PROCEEDINGS AND AGREEMENTS RELATING TO THE REFINANCING OF A PROMISSORY NOTE AND APPROVING ISSUANCE AND SALE OF BONDS BY THE WOODLAND-DAVIS CLEAN WATER AGENCY APPROVING AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, A PRIVATE PLACEMENT AGREEMENT AND AUTHORIZING OFFICIAL ACTIONS

WHEREAS, the Woodland-Davis Clean Water Agency (the “Agency”) is a joint exercise of powers authority formed pursuant to the Amended and Restated Woodland-Davis Clean Water Agency Joint Powers Agreement by and between the City of Davis (“Davis”) and the City of Woodland (“Woodland” or, the “City”) and is authorized under said Agreement and under the laws of the State of California to finance the acquisition and construction of public capital improvements for Davis and Woodland; and

WHEREAS, the Agency was created for the purpose of financing water intake, treatment and delivery for the benefit of the separate water enterprises of Davis and Woodland. Through the Agency, the Davis and Woodland share water rights, intake, treatment and delivery facilities for their respective Enterprise with the assistance of the Agency. The Agency has acquired the Project, being certain water rights and interests in the Agency Sacramento River Settlement Contract, as defined in the Water Agreement between the Agency and Conaway Preservation Group, LLC (“CPG”) dated December 21, 2010, as amended, and CPG sold such interests to the Agency for the beneficial use of the water enterprises of Davis and Woodland, respectively. Woodland and the Agency previously entered into an Installment Purchase Agreement dated December 21, 2010, as such agreement had been amended or supplemented (the “2010 Installment Purchase”) for the purpose of the Agency providing a promissory note (the “Woodland Note”) to CPG. CPG has sold the Woodland Note to Deutsche Bank Securities, Inc. (the “Note Holder”). In the 2010 Installment Purchase, the Agency and Woodland agreed to cooperate in a subsequent transaction to convert the Note to a tax-exempt security; and

WHEREAS, to refinance the Woodland Note, the Agency proposes to issue its 2015 Subordinate Refunding Water Revenue Bonds (City of Woodland) (the “Bonds”) under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), which are proposed to be payable in part from installment payments to be paid to the Agency by the City pursuant to a an installment purchase agreement (the “Installment Purchase Agreement”); and

WHEREAS, the Agency, the Note Holder, Woodland and Davis have established terms of replacing the Note with the issuance of the Bonds pursuant to an Agreement and Memorandum of Understanding (the “Memorandum of Understanding”) among the Agency, the Cities and the Note holder; and

WHEREAS, the Agency, the Note Holder, Woodland and Davis have established terms of replacing the Note with the issuance of the Bonds pursuant to an Agreement and

Memorandum of Understanding (the "Memorandum of Understanding") among the Agency, the Cities and the Note holder; and

WHEREAS, proceeds of the Bonds will be applied by the Agency and the City for the early redemption of the Woodland Note; and

WHEREAS, the City and the Agency have determined that the Bonds should be privately placed with the Note Holder pursuant to Private Placement Agreement, and that the placement agent shall be Piper Jaffray & Co. (the "Placement Agent");

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Woodland as follows:

1. Findings with Respect to Use of Proceeds and Pledge of Revenues. The City Council finds and determines that it is in the prudent management of the fiscal affairs of the City to assist the Agency with the issuance of the Bonds.

2. Approval of Bonds. The City Council hereby approves of the issuance of the Bonds by the Agency under and pursuant to the Act in an amount which is representative of the principal and interest to be paid with respect to the Note. Pursuant to the Act, the City hereby finds and determines that the issuance of the Bonds will result in savings in effective interest rates, bond underwriting costs and bond issuance costs and thereby result in significant public benefits within the contemplation of Section 6586 of the Act.

3. Approval of Financing Documents. The City hereby approves each of the following documents in substantially the respective forms on file with the City Clerk, together with such additions thereto and changes therein as the Bond Counsel shall deem necessary, desirable or appropriate, the execution of which by the Mayor or the City Manager shall be conclusive evidence of the approval of any such additions and changes.

(a) the Installment Purchase Agreement relating to the installment purchase of the Project by the City from the Agency;

(b) the Private Placement Agreement among the City, the Agency and the Note Holder; and

(c) the Memorandum of Understanding, among the Agency, Woodland, Davis and the Note Holder.

The Mayor, City Clerk, the City Manager and the Finance Director are hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest and affix the seal of the City to, the final forms of each of the above-mentioned documents for and in the name and on behalf of the City.

4. Sale of Bonds. The City Council hereby approves the private placement of the Bonds by the Placement Agent; provided that the debt service on the Bonds and Payments under the Installment Sale Agreement shall equate as nearly as possible to the debt service payable on the Woodland Note and 2010 Installment Purchase.

5. Official Statement; Continuing Disclosure. The City Council approves the preparation of a preliminary form of Official Statement describing the Bonds. The City Manager is hereby authorized to direct such modifications resulting from additions thereto and changes therein as the City Manager shall deem necessary, desirable or appropriate and to return for final approval by the City Council in connection with the secondary sale of the Bonds.

6. Official Actions. The Mayor, the City Manager, the Assistant City Manager, the Finance Director, the City Clerk and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including obtaining a rating on the Bonds and including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the transactions as described herein in connection with the issuance and sale of the Bonds.

8. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED this 17th day of November, 2015.

AYES:
NOES:
ABSENT:
ABSTAINED:

____
Mayor

ATTEST:

____
City Clerk

CERTIFICATION

I, Ana Gonzalez, City Clerk of the City of Woodland, do hereby certify that the foregoing resolution was adopted by the City Council of the City of Woodland at a regular meeting thereof held on the 17th day of November, 2015, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Woodland this 17th day of November, 2015.

____

City Clerk

INSTALLMENT PURCHASE AGREEMENT

by and between

WOODLAND-DAVIS CLEAN WATER AGENCY, as Seller

and

CITY OF WOODLAND, as Purchaser

Dated as of December 1, 2015

relating to
$__________
Woodland-Davis Clean Water Agency
2015 Subordinate Refunding Water Revenue Bonds
(City of Woodland, California)

$___________ Series A	$___________ Second Subordinate Lien Series B

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INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT, made and entered into as of December 1, 2015 by and between CITY OF WOODLAND (herein called the "Woodland"), a general law city, and WOODLAND-DAVIS CLEAN WATER AGENCY (herein called the "Agency"), a joint powers authority, duly organized and existing under the laws of the State of California:

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter contained and for other valuable consideration, the parties hereto do agree as follows:

ARTICLE I

RECITALS

101. Status and Powers of the Agency. The Agency is a public agency, organized and existing pursuant to the Joint Exercise of Powers Law, commencing at Section 6500 of the California Government Code, and is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to, public entities, including Woodland, and providing financing and refinancing for public capital improvements of public entities, including Woodland.

102. Status and Powers of Woodland. Woodland is a general law city organized and existing pursuant to the laws of the State of California.

103. Purpose of Installment Purchase Agreement. The Agency was created for the purpose of financing water intake, treatment and delivery for the benefit of the separate water enterprises of the City of Davis, California ("Davis") and Woodland. Through the Agency, Davis and Woodland share water rights, intake, treatment and delivery facilities for their respective Enterprise. The Agency has acquired the Project, being certain water rights and interests in the Agency Sacramento River Settlement Contract, as defined and described in the Water Agreement between the Agency and Conaway Preservation Group, LLC ("CPG"), dated December 21, 2010, as amended, and CPG sold such interests to the Agency for the beneficial use of the Enterprises of Davis and Woodland, respectively. Woodland and the Agency previously entered into an Installment Purchase Agreement dated December 21, 2010, as such agreement had been amended or supplemented (the "2010 Installment Purchase") for the purpose of the Agency providing a promissory note (the "Woodland Note") to CPG. CPG has sold the Woodland Note to Deutsche Bank AG (the "Note Holder"). In the 2010 Installment Purchase, the Agency and Woodland agreed to cooperate in a subsequent transaction to convert the Woodland Note to a tax-exempt security. Consequently, the Agency now agrees to sell its 2015 Subordinate Refunding Water Revenue Bonds (the "Bonds") pursuant to an Indenture of Trust dated as of December 1, 2015, between the Agency and MUFG Union Bank, N.A. (the "Indenture") for the purpose of refunding the Woodland Note.

104. Revenue Fund. Woodland has previously established a special fund of Woodland designated the Revenue Fund into which it deposits all Gross Revenues of the Enterprise.

105. Public Benefit. This Installment Purchase Agreement is for the benefit of the public and is in furtherance of the public purposes of Woodland.

106. Acknowledgment of Assignment. The Agency and Woodland acknowledge that the Agency, on the date hereof, is entering into the Indenture and that pursuant to said Indenture, the Agency is assigning and transferring to the Trustee all of its rights under this Installment Purchase Agreement, including, among others, its rights to exercise its remedies to enforce the receipt of such Installment Payments, as such rights and remedies are provided by this Installment Purchase Agreement, and that the Trustee constitutes the assignee of the Agency as referenced herein.

ARTICLE II

DEFINITIONS AND GENERAL PROVISIONS

201. Definitions in General. Unless the context otherwise requires, the terms defined in this Section 201 shall, for all purposes of this Installment Purchase Agreement, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. In addition, capitalized terms not otherwise defined herein shall have the meaning set forth in the Indenture, which by this reference is incorporated herein, as used and capitalized therein, unless the context clearly requires some other meaning.

"Additional Payments" means the amounts payable by Woodland under Section 312 of this Installment Purchase Agreement.

"Agency" means the Woodland-Davis Clean Water Agency, a joint powers authority duly organized and existing under the laws of the State.

"Agreement" means that certain Amended and Restated Woodland-Davis Clean Water Agency Joint Exercise of Powers Agreement, dated as of February 26, 2013, by and between Davis and Woodland creating the Agency, together with any amendments thereof and supplements thereto.

"Annual Debt Service" means, as of the date of any calculation and with respect to the Installment Payments, Parity Obligations or any Senior Obligations, as the case may be, the sum obtained for the current or any future Fiscal Year or other 12 month period, as applicable, during the term of this Installment Purchase Agreement by totaling the following amount for such Fiscal Year or other 12 month period, as applicable:

(a) the aggregate amount of the Installment Payments and Parity Obligations coming due and payable in such Fiscal Year pursuant hereto, except to the extent payable from a prepayment pursuant to Section 314;

(b) the principal amount of all outstanding Senior Obligations, if any, coming due and payable by their terms in such Fiscal Year; and

(c) the amount of interest which would be due during such Fiscal Year on the aggregate principal amount of all outstanding Installment Payments, Parity Obligations, and

Senior Obligations, if any, which would be outstanding in such Fiscal Year if such Installment Payments, Parity Obligations, and Senior Obligations are retired as scheduled; *provided, however*, that with respect to any Parity Obligations or Senior Obligations which bear interest at a variable rate, such interest shall be assumed to bear interest at the highest of: (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding); (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation; and (iii) (A) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published SIFMA municipal index plus 50 basis points, or (B) if interest is not so excludable, the interest rate on the London InterBank Offered Rate ("LIBOR") index plus 50 base points, provided, however, that for purposes of any rate covenant measuring actual debt service coverage during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period.

"Charges" means fees, tolls, assessments, rates and charges for services and facilities of the Enterprise furnished by Woodland.

"Code" means the Internal Revenue Code of 1986, as amended.

"Connection Fees" means any fee or fees collected by Woodland from property owners as a condition to Woodland providing water service from the Enterprise to residential, commercial, or industrial property.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.03 of the Indenture.

"Date of Delivery" means the date on which the Bonds are delivered to the Original Purchaser.

"Davis" means the City of Davis.

"Enterprise" means the entire water supply, treatment, storage and distribution system owned, controlled or operated by Woodland, including but not limited to all facilities, properties and improvements at any time owned or operated by Woodland for the collection, treatment, and supply of water to residents served thereby, whether within or without Woodland, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto hereafter acquired, constructed, or installed by Woodland. The Enterprise shall not include the system for reclaimed and recycled water.

"Fiscal Year" means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by Woodland as its official fiscal year period.

"Gross Revenues" means all gross Charges received for, and all other gross income and receipts derived by Woodland from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to (a) all charges received by Woodland for use of the Enterprise, (b) all receipts, derived from the investment funds held by Woodland or the Trustee under any issuing document, (c) transfers from (but exclusive of any transfers to) any stabilization reserve accounts, and (d) all moneys received by Woodland from other public entities whose inhabitants are served pursuant to contracts with Woodland.

"Indenture" means the Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified, or amended by any Supplemental Indenture pursuant to the provisions thereof.

"Installment Payment Dates" means the Business Day prior to the first day of March and September or if such date is not a Business Day, the preceding Business Day.

"Installment Payments" means the payments required to be paid by Woodland pursuant to Section 305 of this Installment Purchase Agreement, including all prepayments thereof.

"Installment Purchase Agreement" means this Installment Purchase Agreement.

"Maintenance and Operation Expenses" means the Maintenance and Operation Obligations, together with the reasonable and necessary costs spent or incurred by Woodland for maintaining and operating the Enterprise, calculated in accordance with sound accounting principles, including the cost of supply of water, gas and electric energy under contracts or otherwise, the funding of reasonable reserves, and all reasonable and necessary expenses of management and repair and other expenses to maintain and preserve the Enterprise in good repair and working order, and including all reasonable and necessary administrative costs of Woodland attributable to the Enterprise and the Senior Obligations, Installment Payments and Parity Obligations, such as salaries and wages and the necessary contribution to retirement of employees, overhead, insurance, taxes (if any), expenses, compensation and indemnification of the Trustee, and fees of auditors, accountants, attorneys or engineers, and including all other reasonable and necessary costs of Woodland or charges required to be paid by it to comply with the terms of the Senior Obligations, Installment Payments and Parity Obligations of Woodland, but excluding depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

"Maintenance and Operation Obligations" means the following: (a) California Energy Commission Loan; (b) ARRA Loan; (c) SRF Loan (Agency) Project No. 5710012-008c; and (d) SRF Loan (Woodland) Project No. 5710012-009c, and such other obligations as may be entered into in compliance with the provisions of the Senior Obligations and this Installment Purchase Agreement.

"Net Proceeds" when used with respect to any insurance or condemnation award, means the gross proceeds from such insurance or condemnation award, paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection of such gross proceeds.

"Net Revenues" means for any period, the Gross Revenues for such period less the Maintenance and Operation Expenses for such period.

"Original Purchaser" has the meaning in the Indenture.

"Parity Instrument" means any resolution, indenture of trust, trust agreement, or other instrument authorizing the issuance of any Parity Obligations.

"Parity Obligations" means indebtedness or other obligations (including leases and installment sale agreements) issued or incurred by Woodland and secured by a pledge of and lien on Net Revenues equally and ratably with the Installment Payments.

"Permitted Encumbrances" means as of any particular time:

(i) Liens for ad valorem taxes and assessments, if any, not delinquent or which Woodland may, pursuant to Section 413 of this Installment Purchase Agreement, permit to remain unpaid.

(ii) The Installment Purchase Agreement and any Parity Obligation.

(iii) The Indenture.

(iv) Easements, rights of way and other rights, reservations, covenants, conditions, or restrictions which do not impair or impede use and exercise of the Project as evidenced by the certificate of an Authorized Representative filed with Trustee.

"Project" means the Sacramento River appropriative water right Licenses 904A and 5487A and related interests in a Contract between the United States and Woodland-Davis Clean Water Agency, Diverter of Water from Sacramento River Sources, Settling Water Rights Disputes dated March 24, 2014 that the Agency has acquired under the Water Agreement attributable to the City of Woodland.

"Refunding Price" means the principal amount plus the interest thereon owed by Woodland to the Agency under the terms hereof as provided in Section 301.

"Revenue Fund" means the fund by that name established by Woodland into which all Gross Revenues are deposited.

"Senior Obligations" means the Installment Purchase Contract, dated as of February 1, 2011, as supplemented by the First Supplemental Installment Purchase Contract dated as of February 1, 2011, and as supplemented by that Second Supplemental Installment Purchase Contract dated May 1, 2011, each between the Woodland Financing Authority and Woodland, and that Issuance and Paying Agency Agreement, dated May 1, 2011, between Woodland and U.S. Bank National Association, and includes bonds, notes or other evidences of indebtedness of the Enterprise, whether now existing or yet to be entered into or issued on a parity with such obligations, provided that the provisions of Section 309 is complied with.

"Senior Payments" means all debt service or installment payments scheduled in any fiscal year to be made in connection with the Senior Obligations.

"State" means the State of California.

"Trustee" means MUFG Union Bank, N.A., acting as Trustee under the Indenture.

"Woodland" means the City of Woodland, California.

"Woodland Note" means the promissory note in Appendix C to the Water Agreement.

202. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Installment Purchase Agreement, refer to this Installment Purchase Agreement.

ARTICLE III

SALE OF PROJECT; REFUNDING PRICE

301. Deposit of Moneys. In order to induce Woodland to finance its share of the Project from the Agency and to assure the Agency that the moneys needed to repay the Woodland Note will be available for this purpose without delay, the Agency shall cause the Trustee to receive the Bond proceeds and from said proceeds to deposit the following amounts in the following funds held by the Trustee pursuant to the Indenture: (i) $_________ will be transferred to the Note Holder for the payment in full of the Woodland Note, (ii) $__________ will deposited in the Cost of Issuance Fund and (iii) $________ will be deposited into the Administrative Expense Fund. The Bonds are being issued to refund the Woodland Note which was issued to finance Woodland's share of the costs of the Project and Woodland receives a corresponding benefit to its Enterprise for such refunding which at least equals its cost. The total amount of deposits made pursuant to the Indenture shall constitute the "Refunding Price" and are allocable to the costs of refinancing Woodland's portion of the Project.

302. Acquisition of the Project. Pursuant to the Water Agreement, the Agency agreed to acquire the Project.

303. Sale of Project; Term.

(a) Sale of Project. In consideration of the payment, or the causing of the payment, of Installment Payments and any other amounts due and owing hereunder or under the Indenture provided for in Section 305 hereof by Woodland to the Agency or its assignee, the Agency hereby grants, conveys, bargains and sells to Woodland, effective upon the date hereof, the beneficial right to use the Woodland portion of the Project, upon the terms and conditions set forth in this Installment Purchase Agreement and Woodland hereby accepts said grant, conveyance, bargain and sale upon said terms and conditions.

(b) Term of Agreement. The term of this Installment Purchase Agreement shall commence upon the date hereof and shall terminate upon the occurrence of either of the following events: (a) payment in full of the Installment Payments and any other amounts due and owing hereunder or under the Indenture by Woodland pursuant to the provisions of this

Installment Purchase Agreement or (b) a default by Woodland and termination pursuant to Article VI hereof.

304. Title. From and after the Date of Delivery, title to the Project, and each and every portion thereof, shall remain vested in the Agency, and Woodland shall have the uninterrupted rights as granted in the Water Agreement in its respective percentages; provided, however, that title to the Project and each and every portion thereof remaining in Woodland in its respective percentages shall be subject to the subsequent payment of Installment Payments as described in Section 305 hereof, to the remedies of the Agency and its assignee in the event of default as provided in Article VI hereof and to Permitted Encumbrances.

305. Installment Payments.

(a) Obligation to Pay. Woodland agrees to pay to the Agency, its successors and assigns, but solely from the Net Revenues and other funds pledged hereunder, as the Refunding Price of the Woodland Note, the aggregate principal amount of $___________ together with interest on the unpaid principal balance, payable in Installment Payments coming due and payable in the respective amounts and on the respective dates specified in Exhibit A hereto. The Installment Payments shall be paid by Woodland to the Trustee, as assignee of the Agency pursuant to the Indenture, in the amounts and at the times as set forth in Exhibit A.

(b) Effect of Prepayment. In the event that Woodland prepays all remaining Installment Payments in full pursuant to Section 314, Woodland's obligations under this Installment Purchase Agreement shall thereupon cease and terminate, including but not limited to Woodland's obligation to pay Installment Payments therefor under this Section 305; provided, however, that Woodland's obligations to compensate and indemnify the Trustee pursuant to Sections 414, 421 and 422 shall survive such prepayment. In the event that Woodland prepays the Installment Payments in part but not in whole pursuant to Section 314, the principal component of each succeeding Installment Payment shall be reduced as provided in such Sections and the interest component of each remaining Installment Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable on the Bonds thereby redeemed pursuant to the applicable provisions of Section 4.01 of the Indenture.

(c) Rate on Overdue Payments. In the event Woodland should fail to make any of the payments required in this Section 305 and Section 313, the payment in default shall continue as an obligation of Woodland until the amount in default shall have been fully paid, and Woodland agrees to pay the same with interest thereon, from the date of default to the date of payment, at the rate of eight percent (8%) per annum.

(d) Assignment. Woodland understands and agrees that all Installment Payments have been assigned by the Agency to the Trustee in trust, pursuant to the Indenture, for the benefit of the Owners of the Bonds, and Woodland hereby assents to such assignment. The Agency hereby directs Woodland, and Woodland hereby agrees to pay to the Trustee at its Trust Office, all amounts payable by Woodland pursuant to this Section 305 and all amounts payable by Woodland pursuant to Section 313.

306. Pledge and Application of Net Revenues.

(a) Pledge of Net Revenues. The Installment Payments and any Parity Obligations shall be secured by a pledge of all of the Net Revenues, subordinate solely to the Senior Obligations. Such pledge shall constitute a lien on the Net Revenues and such other moneys for the payment of the principal of and with interest and premium (if any) on the Installment Payments and any Parity Obligations in accordance with the terms hereof. The Installment Payments and any Parity Obligations shall be equally secured by a pledge, charge and lien upon the Net Revenues and such moneys without priority for series, issue, number or date; and the payment of the interest on the principal of the Installment Payments and any Parity Obligations, and any premiums upon the redemption of any thereof shall be and are secured by an exclusive pledge, charge and lien upon the Net Revenues and such moneys, subordinate to the Senior Obligations. So long as any of the Installment Payments and any Parity Obligations are outstanding, the Net Revenues and such moneys shall not be used for any other purpose; except that out of the Net Revenues there may be apportioned such sums, for such purposes, as are expressly permitted by Section 306(b) and (c).

(b) Deposits Into Revenue Fund; Transfer to Make Installment Payments. All of the Gross Revenues shall be deposited by Woodland immediately upon receipt in the Revenue Fund. Woodland covenants and agrees that all Net Revenues will be held by Woodland in the Revenue Fund in trust for the benefit of the Trustee (as assignee of the rights of the Agency hereunder) and the Bond Owners, and for the benefit of the owners of any Parity Obligations; provided, however, that so long as any Senior Obligations remain Outstanding, Woodland shall deposit Gross Revenues as required pursuant to the related issuing documents for the Senior Obligations; provided, further, however, that for so long as any Installment Payments remain outstanding hereunder, Woodland shall not take or allow any action to be taken which would circumvent or impair the requirements to deposit Gross Revenues into the Revenue Fund or its ability to make Installment Payments therefrom as in effect as of the date hereof. So long as the Senior Obligations remain Outstanding, Woodland will pay Maintenance and Operation Expenses to be paid and Senior Payments pursuant to the Senior Obligations. Thereafter, remaining Net Revenues shall be deposited in the Revenue Fund, and used as described herein. Subject to Section 306(a), on or before each Installment Payment Date, Woodland shall withdraw from the Revenue Fund and transfer to the Trustee, for deposit in the Bond Fund, an amount which, together with the balance then on deposit in the Bond Fund, the Series A Interest Account, the Series A Sinking Account and the Series A Principal Account, the Series B Interest Account, the Series B Sinking Account and the Series B Principal Account (other than amounts resulting from the prepayment of the Installment Payments pursuant to Section 314 and other than amounts required for payment of principal of or interest on any Bonds which have matured or been called for redemption but which have not been presented for payment and other than amounts needed for Installment Payments), is equal to the aggregate amount of the Installment Payment coming due and payable on the next succeeding Interest Payment Date and the amount which, together with other amounts on deposit for such purpose, is equal to the aggregate amount of principal of and interest on any Parity Obligations coming due and payable in accordance with the provisions of the instruments authorizing the issuance of such Parity Obligations. Remaining Net Revenues shall be applied to pay all other amounts when and as due and payable hereunder and as set forth in the instruments authorizing the issuance of any Parity Obligations without priority.

(c) <u>Other Uses of Net Revenues Permitted.</u> Woodland shall manage, conserve and apply the Net Revenues on deposits in the Revenue Fund in such a manner that all deposits required to be made pursuant to the preceding subsection (b) will be made at the times and in the amounts so required. Subject to the foregoing sentence, so long as no Event of Default shall have occurred and be continuing hereunder, Woodland may use and apply moneys in the Revenue Fund for (i) the payment of Additional Payments; (ii) the payment of any subordinate obligations or any unsecured obligations; (iii) the acquisition and construction of extensions and betterments to the Enterprise; (iv) the prepayment of any obligations of Woodland relating to the Enterprise; or (v) any other lawful purposes of the Enterprise.

(d) <u>Budget and Appropriation of Installment Payments.</u> During the term of this Installment Purchase Agreement, Woodland shall adopt and make all necessary budgets and appropriations of the Installment Payments from the Net Revenues, and shall furnish to the Trustee a Written Certificate stating that the Installment Payments have been included in the final budget of Woodland for the current Fiscal Year. Such Written Certificate for any Fiscal Year shall be filed with the Trustee not later than September 1 in such Fiscal Year. In the event any Installment Payment requires the adoption by Woodland of any supplemental budget or appropriation, Woodland shall promptly adopt the same. The covenants on the part of Woodland contained in this subsection (d) shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of Woodland to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Woodland to carry out and perform the covenants and agreements in this subsection (d).

307. <u>Special Obligation of Woodland; Obligations Absolute.</u> Woodland's obligation to pay the Installment Payments, the Additional Payments and any other amounts coming due and payable hereunder shall be a special obligation of Woodland limited solely to the Net Revenues. Under no circumstances shall Woodland be required to advance moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments and the Additional Payments, nor shall any other funds or property of Woodland be liable for the payment of the Installment Payments and the Additional Payments and any other amounts coming due and payable hereunder.

The obligations of Woodland to make the Installment Payments and the Additional Payments from the Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of Woodland, the Agency or the Trustee of any obligation to Woodland or otherwise with respect to the Enterprise, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to Woodland by the Agency or the Trustee. Until such time as all of the Installment Payments, all of the Additional Payments and all other amounts coming due and payable hereunder shall have been fully paid or prepaid, Woodland (i) will not suspend or discontinue payment of any Installment Payments, Additional Payments or such other amounts; (ii) will perform and observe all other agreements contained in this Installment Purchase Agreement; and (iii) will not terminate this Installment Purchase Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or destruction of or damage to the Enterprise, sale of the Enterprise, the taking by eminent domain of title to or temporary use of any component of the Enterprise, commercial frustration of purpose, any change in the tax law or other laws of the United States of America or the State or any political subdivision of either thereof or any failure of the Agency or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture or this Installment Purchase Agreement.

Nothing contained in this Section 307 shall be construed to release the Agency or the Trustee from the performance of any of the agreements on its part contained herein or in the Indenture, and in the event the Agency or the Trustee shall fail to perform any such agreements, Woodland may institute such action against the Agency or the Trustee as Woodland may deem necessary to compel performance so long as such action does not abrogate the obligations of Woodland contained in the preceding paragraph. Woodland may, however, at Woodland's own cost and expense and in Woodland's own name or in the name of the Agency prosecute or defend any action or proceeding or take any other action involving third persons which Woodland deems reasonably necessary in order to secure or protect Woodland's rights hereunder, and in such event the Agency hereby agrees to cooperate fully with Woodland and to take such action necessary to effect the substitution of Woodland for the Agency in such action or proceeding if Woodland shall so request.

308. Rates and Charges. Covenant to Fix Rates and Charges. Woodland shall fix, prescribe, revise and collect Charges for the services and facilities furnished by the Enterprise during each Fiscal Year, which are at least sufficient, after making allowance for contingencies and error in the estimates, to pay the following amounts in the following order:

(i) all Maintenance and Operation Expenses estimated by Woodland to become due and payable in such Fiscal Year;

(ii) the Senior Payments as they become due and payable during such Fiscal Year.

(iii) the Installment Payments and the principal of and interest on any Parity Obligations as they become due and payable during such Fiscal Year;

(iv) all other payments required for compliance with the Indenture and this Installment Purchase Agreement and the instruments pursuant to which any Parity Obligations relating to the Enterprise shall have been issued; and

(v) all Additional Payments and other payments required to meet any other obligations of Woodland which are charges, liens, encumbrances upon, or which are otherwise payable from, Gross Revenues or Net Revenues during such Fiscal Year.

309. Issuance of Senior Obligations. Woodland shall have the right from time to time to issue Senior Obligations, upon such terms and conditions as Woodland shall deem advisable, but only upon compliance with the following conditions, and certification of compliance with such conditions by Woodland to the Trustee and the Owner of the Series B Bonds, which are hereby made conditions precedent to the issuance of Senior Obligations:

(a) No Event of Default shall have occurred and be continuing under this Installment Purchase Agreement or any issuing document of any Parity Obligations or Senior Obligations.

(b) Project Financings. With respect to the financing of the acquisition or construction of a capital additions or betterments to the Enterprise, Woodland may satisfy either the historical coverage test or the projected coverage test. Woodland need not satisfy both coverage tests.

(i) Historical Coverage. The historical coverage test is satisfied if the Net Revenues for either the most recent Fiscal Year for which audited financial statements are available or a period of twelve (12) consecutive months during the eighteen (18) months immediately preceding the date of adoption (the "adoption date") by the City Council of the resolution authorizing the execution of such Senior Obligations (the "measurement period"), as evidenced by both a calculation prepared by Woodland and a coverage report on such calculation on file with Woodland, shall have produced a sum equal to at least one hundred per cent (100%) of Annual Debt Service on all Senior Obligations, Installment Payments and Parity Obligations, together with the Senior Obligations to be executed or issued in each of the five (5) full Fiscal Years next succeeding the adoption date or in each of the three (3) full Fiscal Years next succeeding the date through which interest with respect to the Senior Obligations to be executed or issued has been capitalized, whichever period ends later. In calculating debt service coverage for this purpose, Net Revenues for the measurement period may be increased by:

(x) the estimated amount of additional Net Revenues that would have accrued to the Enterprise from each new connection to the Enterprise that was made after the commencement of the measurement period and prior to the adoption date had such connection been made at the commencement of the measurement period; and

(y) the estimated amount of additional Net Water Revenues that would have accrued to the Enterprise from any increases in rates and charges that became effective after the commencement of the measurement period and prior to the adoption date had such increases been in effect during the entire measurement period;

(ii) Projected Coverage. The projected coverage test is satisfied if the projected Net Revenues for each of the five (5) full Fiscal Years next succeeding the earlier of (x) the date through which interest with respect to the Senior Obligations, Installment Payments and Parity Obligations, together with the Senior Obligations to be executed or issued has been capitalized or the execution date or issue date if no interest has been capitalized and (y) the date on which all Projects are expected to commence operations shall be at least one hundred per cent (100%) of Annual Debt Service in each such Fiscal Year on all Senior Obligations, Installment Payments and Parity Obligations to be Outstanding, as evidenced by both a calculation prepared by Woodland and a coverage report on such calculation on file with Woodland. In calculating debt service coverage for this purpose, projected Net Revenues may include:

(a) the estimated amount of additional Net Revenues to accrue to the Enterprise from any increases in rates and charges that have been finally approved as required by law and will be in effect in such Fiscal Year; and

(b) the estimated amount of additional Net Revenues to accrue to the Enterprise from new customers anticipated to be served during such five-year period by additions or improvements to or extensions of the Enterprise;

(c) Refundings. If any such Senior Obligations are issued for the purpose of discharging or defeasing other Senior Obligations then unpaid and outstanding, the debt service feasibility requirements will be satisfied if, upon such execution or issuance, either (a) Woodland otherwise meets the requirements of subsection 309(b) or (b) a coverage report is filed with Woodland to the effect that annual debt service on all Senior Obligations to be Outstanding in each future Fiscal Year following such discharge or defeasance would not exceed one hundred ten per cent (110%) of Annual Debt Service in that Fiscal Year had such discharge or defeasance not occurred.

310. Maintenance and Operation Obligations. Woodland may at any time execute any Maintenance and Operation Obligations; provided that the City satisfies the debt service feasibility requirements for the issuance of additional Senior Obligations as described in Section 309(b), but applying such requirements by subtracting the maximum amount payable under the Maintenance and Operation Obligations in any Fiscal Year from the Net Revenues for each twelve-month period tested and comparing the Net Revenues as so adjusted to annual debt service on all outstanding Senior Obligations, Installment Payments and Parity Obligations.

311. Issuance of Parity Obligations. Woodland shall have the right from time to time to issue Parity Obligations, upon such terms and conditions as Woodland shall deem advisable, but only upon compliance with the following conditions, and certification of compliance with such conditions by Woodland to the Trustee and the Owner of the Series B Bonds, which are hereby made conditions precedent to the issuance of Parity Obligations:

(a) No event of Default shall have occurred and be continuing under this Installment Purchase Agreement or any issuing document of any Parity Obligations or Senior Obligations.

(b) Project Financings. With respect to the financing of the acquisition or construction of a Capital Additions or betterments to the Enterprise, Woodland may satisfy either the historical coverage test or the projected coverage test. Woodland need not satisfy both coverage tests.

(i) Historical Coverage. The historical coverage test is satisfied if the Net Revenues for either the most recent Fiscal Year for which audited financial statements are available or a period of twelve (12) consecutive months during the eighteen (18) months immediately preceding the date of adoption (the "adoption date") by the City Council of the resolution authorizing the execution of such Parity Obligations (the "measurement period"), as evidenced by both a calculation prepared by Woodland and a coverage report on such calculation on file with Woodland, shall have produced a sum equal to at least one hundred per cent (100%) of Annual Debt Service on all Senior Obligations, Installment Payments and Parity Obligations, together with the Parity Obligations to be executed or issued in each of the five (5) full Fiscal Years next succeeding the adoption date or in each of the three (3) full Fiscal Years next succeeding the date through which interest with respect to the Senior Obligations, Installment

Payments and Parity Obligations, together with the Parity Obligations to be executed or issued has been capitalized, whichever period ends later. In calculating debt service coverage for this purpose, Net Revenues for the measurement period may be increased by:

(x) the estimated amount of additional Net Revenues that would have accrued to the Enterprise from each new connection to the Enterprise that was made after the commencement of the measurement period and prior to the adoption date had such connection been made at the commencement of the measurement period; and

(y) the estimated amount of additional Net Revenues that would have accrued to the Enterprise from any increases in rates and charges that became effective after the commencement of the measurement period and prior to the adoption date had such increases been in effect during the entire measurement period;

(ii) Projected Coverage. The projected coverage test is satisfied if the projected Net Revenues for each of the five (5) full Fiscal Years next succeeding the earlier of (x) the date through which interest with respect to the Senior Obligations, Installment Payments and Parity Obligations, together with the Parity Obligations to be executed or issued has been capitalized or the execution date or issue date if no interest has been capitalized and (y) the date on which all Projects are expected to commence operations shall be at least one hundred per cent (100%) of Annual Debt Service in each such Fiscal Year on all Senior Obligations, Installment Payments and Parity Obligations to be Outstanding, as evidenced by both a calculation prepared by Woodland and a coverage report on such calculation on file with Woodland. In calculating debt service coverage for this purpose, projected Net Revenues may include:

(a) the estimated amount of additional Net Revenues to accrue to the Enterprise from any increases in rates and charges that have been finally approved as required by law and will be in effect in such Fiscal Year; and

(b) the estimated amount of additional Net Revenues to accrue to the Enterprise from new customers anticipated to be served during such five-year period by additions or improvements to or extensions of the Enterprise;

(c) Refundings. If any such Parity Obligations are issued for the purpose of discharging or defeasing other Parity Obligations then unpaid and outstanding, the debt service feasibility requirements will be satisfied if, upon such execution or issuance, either (a) Woodland otherwise meets the requirements of subsection 311(b)or (b) a coverage report is filed with Woodland to the effect that annual debt service on all Parity Obligations to be Outstanding in each future Fiscal Year following such discharge or defeasance would not exceed one hundred per cent (100%) of Annual Debt Service in that Fiscal Year had such discharge or defeasance not occurred. [Same note]

312. Subordinate Obligations. Nothing in the Installment Purchase Agreement shall prohibit or impair the authority of Woodland to issue bonds or other obligations secured by a lien on Net Revenues which is subordinate to the lien established under the Installment Purchase Agreement, upon such terms and in such principal amounts as Woodland may determine.

313. Additional Payments. In addition to the Installment Payments, Woodland shall pay when due all costs and expenses incurred by the Agency to comply with the provisions of the Indenture, (including without limitation all Costs of Issuance to the extent not paid from amounts on deposit in the Costs of Issuance Fund), and shall pay to the Trustee upon request therefor compensation for fees due to the Trustee and all of its costs and expenses payable as a result of the performance of and compliance with its duties hereunder or under the Indenture or any related documents, together with all amounts required to indemnify the Trustee pursuant to Section 422 hereof or Section 8.06 of the Indenture, and all related costs and expenses of attorneys, auditors, engineers and accountants. The rights of the Trustee and the obligations of Woodland under this Section 313 shall survive the termination of this Installment Purchase Agreement.

314. Option to Prepay/Defeasance. Subject to the terms and conditions of this Section, the Agency hereby grants an option to Woodland to prepay the Installment Payments in whole or in part. Said option may be exercised with respect to Installment Payments due on and after February 28,_________, on any date commencing on February 28,________. Said option shall be exercised by Woodland by giving written notice to the Trustee, as the Agency's assignee, of the exercise of such option at least thirty (30) but not more than sixty (60) days prior to said date. Such option shall be exercised in the event of prepayment in whole; or in part by depositing with said notice cash or investment securities which together with interest earned thereon which will provide an amount sufficient to pay the unpaid principal amount of the Bonds to be prepaid (but not less than $5,000) together with the interest component to be paid to the date of prepayment, plug a premium, if any, calculated by an amount equal to the following amount (expressed as a percentage of the principal amount prepaid) constituting a prepayment premium:

Prepayment Periods	Premium
February 28 _____ through February 28 _____	___%
February 28 _____ through February 28 _____	___%
February 28 _____ and thereafter	___%

In the event of prepayment in part, the partial prepayment shall be applied by the Agency or its assignee against Installment Payments in the manner directed by Woodland, and Woodland shall cause to be provided to the Trustee a revised schedule of Installment Payments reflecting said partial prepayment.

Subject to Section 307 hereof, the prepayment of all of the Installment Payments from the proceeds of refunding bonds or other debt obligations to pay and discharge the outstanding Bonds as provided in Section 10.02 of the Indenture shall relieve and defease Woodland's obligation make further Installment Payments hereunder; provided, however, that all of the requirements of Section 10.03 of the Indenture shall have been met.

315. Payment of Rebatable Amounts. Woodland agrees to furnish all information to, and cooperate fully with, the Agency, and its officers, employees, agents and attorneys, in order to assure compliance with the provisions of Section 6.08 of the Indenture. In the event that the Agency shall determine, pursuant to Section 6.08 of the Indenture, that any amounts are due and payable to the United States of America thereunder and that neither the Agency nor the Trustee has on deposit under the Indenture an amount of available moneys (excluding moneys on deposit in the funds and accounts established for the payment of the principal of or interest or redemption premium, if any, on the Bonds) to make such payment, the Agency shall promptly notify Woodland of such fact. Upon receipt of any such notice, Woodland shall promptly pay to the United States of America from any source of legally available funds, its pro-rata portion of the amounts determined by the Agency to be due and payable to the United States of America under such Section 6.08.

ARTICLE IV

COVENANTS

401. Maintenance and Utilities. Woodland shall use the Project, and shall maintain and repair the Enterprise or cause the Enterprise to be maintained and repaired and shall pay for, or otherwise arrange for the payment of, utility services, if any, supplied to the Enterprise (which services shall include power, gas, telephone and all other utility services), all costs of operation of the Enterprise and all costs of repair and replacement of the Enterprise resulting from ordinary wear and tear or want of care.

402. Provisions Regarding Insurance. Woodland shall maintain or cause to be maintained the following policies of insurance on the Enterprise:

(a) insurance against loss or damage to any structures constituting any part of the Enterprise, as is customarily maintained with respect to works and properties of a like character, which may be carried in conjunction with any other policies of fire and extended coverage insurance;

(b) public liability and property damage the minimum coverages of which shall be $1,000,000 for personal injury or death per person and $3,000,000 for personal injury or deaths of two or more persons in each accident or event, and property damage insurance in the minimum coverage of $100,000 per event, respectively, the property damage being subject to a maximum $10,000 deductible per accident. Such insurance may be maintained in the form of a minimum $3,000,000 single limit policy covering all such risks;

(c) worker's compensation insurance issued by a responsible carrier authorized under the laws of the State to insure employers against liability for compensation under the Worker's Compensation Insurance and Safety Act now in force in California, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof, such worker's compensation insurance to cover all persons employed in connection with the Enterprise and to cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death during or in connection with the Enterprise or the business of Woodland.

403. Form of Insurance Policies; Delivery.

(a) All policies of insurance required by Section 402 of this Installment Purchase Agreement shall provide that all proceeds thereunder relating to that portion of the Enterprise damaged or destroyed shall be payable to the Trustee for any of the Senior Obligations, or for the repair and replacement of the Enterprise. All policies of insurance required by Section 402 of this Installment Purchase Agreement shall provide that the Agency or its assignee and Woodland, shall be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby.

(b) Woodland shall deliver, or cause to be delivered, to the Agency and the Trustee no later than July 1st in each year a certificate, in such detail as the Agency or the Trustee may reasonably request, stating that Woodland has complied with Section 402 this Installment Purchase Agreement. If so requested in writing by the Agency or the Trustee, Woodland shall also deliver, or cause to be delivered to the Agency or the Trustee duplicate originals or certified copies of each insurance policy described in such certificate, provided, however, that delivery of the insurance policies under the provisions of this Section shall confer no responsibility upon the Agency or the Trustee as to the sufficiency of coverage or amounts of said policies. In the event of failure of Woodland to obtain or cause to be obtained the insurance required by Section 402 hereof, the Agency or its assignee may obtain such insurance on behalf of Woodland and may collect premiums thereof from Woodland which Woodland shall be obligated to pay hereunder with interest at the rate of twelve percent (12%) on unpaid premiums.

(c) Any insurance required by this Installment Purchase Agreement, may be maintained by Woodland in the form of self-insurance. Such self-insurance shall be maintained on a basis which is actuarially sound as established by Woodland's risk manager or an independent insurance consultant which determination shall be made annually. Woodland shall file with the Trustee annually, within 90 days following the close of each Fiscal Year, a statement of an independent actuarial consultant identifying the extent of such self insurance and stating the determination that Woodland maintains sufficient reserves with respect thereto. Any deficiency determined by the independent actuarial consultant shall be corrected within 60 days of Woodland becoming aware of such deficiency.

404. Inability to Obtain Insurance. Notwithstanding the provisions of Section 402 of this Installment Purchase Agreement, if at any time Woodland shall be unable to obtain or maintain insurance to the extent required by Section 402 on reasonable terms, either as to amounts or as to risks, the failure to maintain such insurance shall not constitute a default under this Installment Purchase Agreement if Woodland shall cause the employment of an independent insurance consultant having a favorable reputation for skill and experience in such matters., for the purpose of reviewing such insurance requirements and making recommendations respecting the types, amounts and provisions of reasonably obtainable insurance, including self-insurance, or the establishment of other generally accepted forms of alternative protection that should be carried in lieu thereof, or the infeasibility of obtaining insurance, and if Woodland shall comply with the recommendations made in such report. A signed copy of the report of the insurance consultant shall be filed with the Trustee and the Agency, and the insurance requirements specified in Section 402 shall be deemed to be modified to conform with the recommendations in such report.

405. Eminent Domain and Insurance Proceeds. If all or any part of the Enterprise shall be taken by eminent domain proceedings, or if the Woodland receives any insurance proceeds resulting from a casualty loss to the Enterprise, the Net Proceeds thereof, at the option of Woodland, shall be applied either (1) to the Insurance and Condemnation Fund established with respect to the Senior Obligations and used as provided therein, and next to the prepayment of the Parity Obligations, or (2) to acquire and construct additions, betterments or improvements to the Enterprise to replace the condemned or destroyed portion of the Enterprise.

406. [Reserved]

407. Payment of Installment Payments. Woodland shall duly and punctually pay or cause to be paid the Installment Payments, at the dates and places and in the manner provided in this Installment Purchase Agreement according to the true intent and meaning hereof and shall not directly or indirectly extend or assent to the extension of the Installment Payment Dates of any Installment Payments.

408. Compliance with this Installment Purchase Agreement. The Agency and Woodland will faithfully observe and perform or cause to be faithfully observed and performed all the covenants, conditions and requirements of this Installment Purchase Agreement, and will not suffer or permit any default to occur hereunder, or do or permit to be done in, upon or about the Enterprise or any part thereof, anything that might in any way weaken, diminish or impair the operation thereof. Neither the Agency nor Woodland will do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of this Installment Purchase Agreement.

409. Payment of Taxes. Woodland will pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Enterprise promptly as and when the same shall become due and payable; provided, however, that Woodland shall not be required to pay any such tax, assessment, or charge, if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, if Woodland shall set aside, or cause to be set aside, reserves in a form and amount which is adequate with respect thereto and if Woodland shall hold the Agency and its assignee harmless as to any loss or forfeiture which might arise from the nonpayment of any such item; and provided further, that Woodland, upon the commencement of any proceedings to foreclose the lien of any such tax, assessment, or charge, forthwith pay, or cause to be paid, any such tax, assessment or charge, unless contested in good faith as aforesaid. Woodland will not suffer the Enterprise or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor. Nothing herein contained shall be deemed to impose any liability to pay taxes, assessments or charges where none is imposed by law.

410. Observance of Laws and Regulations. Woodland will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by Woodland, including its right to exist and carry on business as a public body, corporate and political, to the end that such rights, privileges and franchises

shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

411. Maintain and Preserve the Enterprise. Woodland will operate, maintain and preserve, or will cause to be operated, maintained and preserved, the Project and the Enterprise in good repair and working order and will operate or cause to be operated the Project and the Enterprise, in an efficient and economical manner.

412. Other Liens. Woodland shall keep or cause to be kept, the Project and all parts thereof free from judgments, from mechanics and materialmen's liens (except those arising from construction of the Project) and free from all liens, claims, demands and encumbrances of whatsoever nature or character, other than Permitted Encumbrances, and Woodland shall keep or cause to be kept the Project and the Enterprise free from any claim or liability which might impair or impede the operations of the Project and the Enterprise; provided, however, that Woodland shall not be required to pay any such liens, claims or demands if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, and if Woodland shall set aside, or cause to be set aside, reserves deemed by it to be adequate with respect thereto and provided further, that Woodland upon the commencement of any proceedings to foreclose the lien of any such charge or claim, will forthwith pay, or cause to be paid, any such charge or claim unless contested in good faith as aforesaid. The Agency, or its assignee, may, (after first giving Woodland ten (10) days' written notice to comply therewith and failure of Woodland to so comply within said ten-day period) defend against any and all actions or proceedings in which the validity of this Installment Purchase Agreement is or might be questioned, or may pay or compromise any claim or demand asserted in any such actions or proceedings; provided, however, that in defending against such actions or proceedings or in paying or compromising such claims or demands, the Agency shall not in any event be deemed to have waived or released Woodland from liability for or on account of any of its covenants and warranties contained herein, or from its liability hereunder to defend the validity of this Installment Purchase Agreement and the pledge herein made and to perform such covenants and warranties.

413. Against Encumbrances or Sales. Woodland shall not create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Project, or upon any real or personal property essential to the operation of the Project and the Enterprise, other than Permitted Encumbrances. Except as expressly provided in this Article IV, Woodland shall promptly, at its own expense, take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, charge or encumbrance for which it is responsible, if the same shall arise at any time. Woodland will not sell or otherwise dispose of any property essential to the proper operation of the Project and the Enterprise, except as otherwise permitted by this Installment Purchase Agreement.

414. Prosecution and Defense of Suits. Woodland shall, promptly upon request of the Agency or the Trustee, or their assignees, from time to time take such action, or cause such action to be taken, as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project whether now existing or hereafter developing and shall prosecute, or cause to be prosecuted, all such suits, actions and other proceedings as may be appropriate for such purpose and shall, to the extent permitted by law, indemnify and save the Agency and the Trustee and its assignee harmless from all loss, cost, damage and expense, including attorneys'

fees, which they or either of them may incur by reason of any such defect, cloud, suit, action or proceedings.

To the extent permitted by law, Woodland shall defend against every suit, action or proceeding at any time brought against the Agency, or its assignee, upon any claim arising out of the rights of the Agency, or its assignee, under this Installment Purchase Agreement; provided, that the Agency, or its assignee, at its election may appear in and defend any such suit, action or proceeding. Woodland shall, to the extent permitted by law, indemnify and hold harmless the Agency or the Trustee against any and all liability claimed or asserted by any person, arising out of the rights of the Agency or Trustee under this Installment Purchase Agreement.

415. <u>Recordation and Filing.</u> Woodland shall record and file, or shall cause to be recorded and filed, this Installment Purchase Agreement and all such documents as may be required by law (together with whatever else may be necessary or be reasonably required by the Agency or its assignee), in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the rights of the Agency and its assignee under this Installment Purchase Agreement.

416. <u>Waiver of Laws.</u> Woodland shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, or suffer, any stay or extension of any law now or at anytime hereafter in force which may adversely affect the covenants and agreements contained in this Installment Purchase Agreement and the benefit and advantage of any such law is hereby expressly waived to the extent that Woodland may legally make such waiver.

417. <u>Compliance with Conditions Precedent.</u> Upon the date of delivery of this Installment Purchase Agreement, all conditions, acts and things required by law or by this Installment Purchase Agreement to have happened or to have been performed precedent to or in the execution of this Installment Purchase Agreement shall exist, have happened and have been performed, and this Installment Purchase Agreement shall be within every limit prescribed by law.

418. <u>Power to Enter Into Agreements.</u>

(a) Woodland is duly authorized to enter into this Installment Purchase Agreement. The provisions of this Installment Purchase Agreement are and will be the valid and legally enforceable obligations of Woodland in accordance with their terms and the terms of this Installment Purchase Agreement.

(b) The Agency is duly authorized to enter into this Installment Purchase Agreement, the Agency Agreement and the Indenture and to enter into the transactions contemplated by this Installment Purchase Agreement and the Indenture. The Agency has duly authorized and executed this Installment Purchase Agreement and the Indenture.

419. <u>Further Assurances.</u> Whenever and so often as requested so to do by the Agency or its assignee, Woodland 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 further and more fully to vest in the Agency or its assignee all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon the Agency and its assignee by this Installment Purchase Agreement.

420. Financial Reports. Within one hundred eighty (180) days of the end of each Fiscal Year Woodland will furnish, or cause to be furnished, to the Agency and its assignee detailed certified reports of audit, based on an examination sufficiently complete, prepared by an independent certified public accountant, covering the operations of Woodland and its general fund and of the Enterprise for said fiscal year. Such audit report shall include statements of the status of each account pertaining to the Enterprise, showing the amount and source of deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said fiscal year.

421. The Agency Not Liable. Neither the Agency nor its assignee nor its members, officers, agents or employees shall be liable to Woodland or to any other person whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Project. Woodland shall, to the extent permitted by law, indemnify, or cause indemnification of, and hold the Agency and the Trustee, its and their members, officer, agents and employees harmless from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Project.

422. Indemnification Due to Trustee. Woodland shall pay, or cause to be paid, to the Agency and the Trustee as assignee of the Agency, fees, compensation and expenses due under the Indenture upon periodic billing therefor by the Agency and the Trustee as assignee of the Agency. In addition, Woodland shall and hereby agrees to indemnify, or cause indemnification of, and hold, or cause to be held, the Agency and the Trustee as assignee of the Agency harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by Woodland; (ii) any breach or default on the part of Woodland in the performance of any of its obligations under this Installment Purchase Agreement; (iii) any act of negligence of Woodland, or of any of its or their agents, contractors, servants, employees or licensees with respect to the Project; the Trustee's acceptance or administration of the Trust Indenture, or the exercise or performance of any of its power or duties hereunder; (v) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Bonds; or (vi) the defense (pursuant to Section 414 hereof) against actions or proceedings in which the validity of this Installment Purchase Agreement is or might by questioned and the payment or compromise of claims or demands asserted in any such actions or proceedings, all to the extent permitted by law. Indemnification for any tort mentioned in this Section shall be limited to the extent and in the amounts provided for by California law. No indemnification will be made under this Section or elsewhere in this Installment Purchase Agreement for willful misconduct, negligence or breach of duty by the Trustee, its officers, agents, employees, successors or assigns. Such indemnification shall survive termination of this Installment Purchase Agreement and payment of the Bonds and the resignation and removal of the Trustee.

423. The Operation of the Enterprise. Woodland shall assure that the Enterprise is operated pursuant to complete and lawful authority. No permits, rights, franchises or privileges relating thereto shall be allowed to lapse or be forfeited so long as the same shall be necessary for the ownership or operation of the Enterprise. Woodland shall procure, or cause to be procured, the renewal of each and every permit, right, franchise or privilege so expiring and necessary or desirable for the ownership or operation of the Enterprise.

424. Furnishing Additional Information. Woodland shall, from time to time, furnish or cause to be furnished to the Agency or to the Trustee as assignee of the Agency such data regarding the Project and the Enterprise as shall be reasonably requested in order to enable whichever shall be requesting the information to determine whether there has been compliance with the covenants, terms and provisions of this Installment Purchase Agreement and of the Indenture.

425. Quiet Enjoyment. The parties hereto mutually covenant that Woodland, so long as it shall keep and perform the covenants and agreements herein contained, shall at all times during the term of this Installment Purchase Agreement peaceably and quietly, have, hold and enjoy the Project without suit, trouble or hindrance from the Agency subject to the Agency's rights as set forth in Sections 602 and 603 hereof.

426. Restriction Against Pledge. The Agency shall not pledge Installment Payments or other amounts derived from the Enterprise or from rights of the Agency under this Installment Purchase Agreement nor shall the Agency encumber or place any lien upon the Project or the real or personal property comprising the Enterprise, except as otherwise provided in this Installment Purchase Agreement and the Indenture.

427. Assignment by the Agency. Except pursuant to the Indenture and except as otherwise set forth herein, the Agency shall not assign this Installment Purchase Agreement, its rights to receive Installment Payments or its duties and obligations hereunder.

428. No Violation of Other Agreements.

(a) Woodland hereby represents that neither the execution and delivery of this Installment Purchase Agreement and the Indenture, nor the fulfillment of and compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which Woodland is a party or by which Woodland is bound, or constitutes a default under any of the foregoing, or will result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Woodland, or upon the Project, which is not a Permitted Encumbrance.

(b) The Agency hereby represents that neither the execution and delivery of this Installment Purchase Agreement and the Indenture, nor the fulfillment of and compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which the Agency is a party or by which the Agency is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Agency, or upon the Project, which is not a Permitted Encumbrance.

429. Private Activity Bond Limitation. Woodland and the Agency shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code.

430. Private Loan Financing Limitation. Woodland and the Agency shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private loan financing test of section 141(c) of the Code.

431. Federal Guarantee Prohibition. Woodland and the Agency shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

432. No Arbitrage. Woodland and the Agency shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

433. Maintenance of Tax-Exemption. Woodland and the Agency shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

ARTICLE V

DISCLAIMER OF WARRANTIES: ACCESS

501. Disclaimer of Warranties. Neither the Agency nor its assignee make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Woodland of the Project or any portion thereof, or any other representation or warranty with respect to the Project or any portion thereof. In no event shall the Agency or its assignee be liable for incidental, indirect, special or consequential damages in connection with this Installment Purchase Agreement or the existence, furnishing, or functioning of the Project or Woodland's use of the Project, except such damages as may arise by reason of a breach of this Installment Purchase Agreement by the Agency or its assignee.

502. Agency Access to the Project. Woodland agrees that the Agency and its assignee shall have such rights of access to the Project as may be reasonably necessary to cause the proper use and exercise of the Project and otherwise to have right of access to the Project in the event of failure by Woodland to perform its obligations hereunder.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

601. Events of Default Defined. The following shall be "Events of Default" under this Installment Purchase Agreement and the terms "Event of Default" and "default" shall mean, whenever they are used in this Installment Purchase Agreement, with respect to the Project, any one or more of the following events, namely:

(a) failure by Woodland to pay any Installment Payment or other payment required to be paid hereunder at the time specified herein;

(b) failure by Woodland to pay any Additional Payment when due and payable hereunder, and the continuation of such failure for a period of ten (10) days.

(c) failure by Woodland to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (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 Woodland by the Agency or its assignee; provided, however, that the Agency or its assignee may, upon written request of Woodland prior to the expiration of such sixty (60) day period, consent to an extension of such time in order to cure such failure if corrective action has been instituted by Woodland and is being diligently pursued and will, in the judgment of the Agency or its assignee, be diligently pursued until the default is corrected;

(d) Woodland shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or shall consent to an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Woodland for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any corporate action in furtherance of any of the foregoing; or

(e) default by Woodland under the terms of any obligation secured by a pledge of Net Revenues, including Senior Obligations and Parity Obligations.

Any default by Woodland hereunder shall not cause a default under any other installment purchase agreement to which Woodland is not a party.

602. Remedies on Default. In each and every such case during the continuance of an Event of Default, the Agency may, by notice in writing to Woodland, declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This Section is subject to, however, the condition that if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered Woodland shall deposit with the Agency a sum sufficient to pay the unpaid

principal amount of the Installment Payments due prior to such declaration and the accrued interest thereon, with interest on principal amount of such overdue Installment Payments, at the rate or rates applicable to the remaining unpaid principal balance of the Installment Payments, and the reasonable expenses of the Agency, and any and all other defaults known to the Agency (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Agency or provision deemed by the Agency to be adequate shall have been made therefor, then and in every such case the Agency, by written notice to Woodland, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Each and all of the remedies given to the Agency or its assignee or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy and shall not impair the right of the Agency or its assignee to exercise any or all other remedies.

603. Suits at Law or in Equity and Mandamus. In addition to the remedies set forth in Section 602 hereof, in case one or more of the Events of Default shall happen, then and in every such case, the Agency or its assignee shall be entitled to proceed to protect and enforce the rights vested in the Agency by this Installment Purchase Agreement by such appropriate judicial proceeding as the Agency or its assignee shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law. The provisions of this Installment Purchase Agreement and the duties of Woodland and of the officers, agents and employees thereof shall be enforceable by the Agency by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

(a) Without limiting the generality of the foregoing, the Agency and its assignee shall have the right:

(i) Accounting. By action or suit in equity to require Woodland and its officers, agents and employees to account as the trustee of an express trust.

(ii) Injunction. By action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Agency or its assignee.

(iii) Mandamus. By mandamus or other suit, action or proceeding at law or equity to enforce its or their rights against Woodland and its and any of its officers, agents, and employees, and to compel it or them to perform and carry out its and their duties and obligations under the law and its and their covenants and agreements with Woodland as provided herein.

604. Non-Waiver. Nothing in this Article VI or in any other provision of this Installment Purchase Agreement shall affect or impair the obligation of Woodland, which is to pay the Installment Payments, as herein provided. No delay or omission of the Agency or its assignee to exercise any right or power arising upon the happening of any event of default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or any acquiescence therein, and every power and remedy given by this Article VI to the Agency

and its assignee may be exercised from time to time and as often as shall be deemed expedient by the Agency or its assignee.

605. Remedies Not Exclusive. No remedy herein or by law conferred upon or reserved to the Agency or the Trustee as its assignee is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy, and every remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise may be exercised without exhausting and without regard to any other remedy conferred hereby or by any law.

606. Trustee and Bond Owners to Exercise Rights. Such rights and remedies as are given to the Agency under this Article VI have been assigned by the Agency to the Trustee under the Indenture, to which assignment Woodland hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners of the Bonds as provided herein and in the Indenture and shall be considered third party beneficiaries.

607. Status Quo. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to the Agency and its assignee, then, and in every such case, the Agency and its assignee shall be restored to their former positions and rights and remedies as if no such suit, action or proceedings had been brought or taken.

608. Interests of Senior Obligations. Notwithstanding the foregoing, the exercise of any remedy hereunder is limited to the rights and interests of the owners of the Outstanding Senior Obligations.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

701. Preservation and Inspection of Documents. Documents received by the Agency or its assignee or Woodland under the provisions of this Installment Purchase Agreement shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

702. Parties of Interest. Nothing in this Installment Purchase Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than the Agency, its assignee, and Woodland any rights, remedies or claims under or by reason of this Installment Purchase Agreement or any covenants, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Installment Purchase Agreement made by or on behalf of the Agency or its assignee or Woodland shall be for the sole and exclusive benefit of the Agency, the Trustee and Woodland.

703. No Recourse Under Agreement. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Installment Purchase Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in

an individual capacity, and no recourse shall be had for the payment of the Installment Payments or for any claim based thereon or under this Installment Purchase Agreement against any member, officer, employee or agent of the parties hereto.

704. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail with postage fully prepaid addressed as follows:

If to the Agency:

Woodland-Davis Clean Water Agency
1717 5th Street
Davis, CA 95616
Attention: General Manager
Telephone: (530) 747-8299

With a Copy to:

Bartkiewicz, Kronick & Shanahan
1011 22nd Street
Sacramento, CA 95816-4907
Attention: Richard Shanahan, Esq.
Telephone: (916) 446-4254
Facsimile: (916) 446-4018

If to Trustee as Assignee

MUFG Union Bank, N.A.
350 California Street, 11th Floor
San Francisco, CA 94104
Attn: Corporate Trust

If to Woodland:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

705. Binding Effect. This Installment Purchase Agreement shall inure to the benefit of and shall be binding upon the Agency, Woodland and the Bond Owners and their respective successors and assigns.

706. Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Installment Purchase Agreement on the part of the Agency or Woodland to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be

deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Installment Purchase Agreement.

707. Headings. Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Installment Purchase Agreement, nor shall they affect its meaning, construction or effect.

708. Applicable Law. This Installment Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

709. Agency and Woodland Representatives. Whenever under the provisions of this Installment Purchase Agreement the approval of the Agency or its assignee or Woodland is required, or the Agency or its assignee or Woodland are required to take some action at the request of the other, such approval of such request may be given for the Agency by an Authorized Representative of the Agency, for assignees of the Agency by an authorized representative thereof, and for Woodland by an Authorized Representative of Woodland, and any party hereto shall be authorized to rely upon any such approval or request.

710. Amendment. This Installment Purchase Agreement may be amended in writing by agreement of Woodland and the Agency, for the purpose of (a) curing any ambiguity or of curing, correcting, or supplementing any defective provision contained herein, or (b) in regard to questions arising under this Installment Purchase Agreement which Woodland may deem desirable and not inconsistent with the provisions of this Installment Purchase Agreement, provided that no such amendment pursuant to (a) or (b) of this Section 710 shall materially adversely affect the interests of the Bond Owners. This Installment Purchase Agreement may also be amended at any time for any purpose by written agreement among all the parties hereto, but no such amendment shall become effective unless and until approved by the Owners of a majority in aggregate principal amount of Bonds then outstanding; provided that no such amendment shall impair the right of any Owner to receive his proportionate share of any Installment Payment in accordance with his Bond.

711. Continuing Disclosure. Woodland hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Installment Purchase Agreement, failure of Woodland to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Agency may (and, at the request of any participating underwriter or the Owners of at least 25% aggregate principal amount of outstanding Bonds, shall) or any Bondowner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause Woodland to comply with its obligations under this Section.

(Signature page follow)

712. Counterpart. This Installment Purchase Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Installment Purchase Agreement to be executed by their duly authorized officers as of the date first above written.

WOODLAND-DAVIS CLEAN WATER AGENCY, as Seller

By: ______________________________
General Manager

ATTEST:

____
Secretary

CITY OF WOODLAND,
as Purchaser

By: ______________________________
City Manager

ATTEST:

____
City Clerk

-Signature Page-
Installment Purchase Agreement

EXHIBIT "A"

Schedule of Installment Payments

CITY OF WOODLAND

Payment Date	Principal	Coupon	Interest	Total Debt Service
	$	%	$	$
Total	$		$	$

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

Page

TABLE OF CONTENTS
(continued)

Page

$____________
Woodland-Davis Clean Water Agency
2015 Subordinate Refunding Water Revenue Bonds
(City of Woodland, California)

$____________	**$____________**
Series A	**Second Subordinate Lien Series B**

PRIVATE PLACEMENT AGREEMENT

__________________, 2015

Woodland-Davis Clean Water Agency
1717 Fifth Street
Davis, CA 95616

City of Woodland
300 First Street
Woodland, CA 95695

Ladies and Gentlemen:

The undersigned Duetsche Bank Securities, Inc. (the "Purchaser"), hereby offers to enter into this Placement Agreement (this "Placement Agreement") with the Woodland-Davis Clean Water Agency (the "Issuer") and the City of Woodland (the "City") in connection with the issuance of $___________ aggregate principal amount of the Woodland-Davis Clean Water Agency 2015 Subordinate Refunding Water Revenue Bonds (City of Woodland, California) Series A and Second Subordinate Lien Series B (the "Bond" or the "Bonds"), which upon your acceptance will be binding upon the Issuer, the City and the Purchaser. This offer is made subject to the written acceptance of this Placement Agreement by the Issuer, the City and the Purchaser and delivery of such acceptance to us at or prior to 11:59 P.M., Pacific Standard Time, on the date hereof. Capitalized terms used but not defined herein shall have the meaning assigned thereto as set forth in the Indenture (defined below).

1. **Placement and Purchase the Bonds**.

Subject to the performance by the Issuer, the City and the Purchaser of all their respective obligations to be performed under this Placement Agreement and to the completeness and accuracy of all representations and warranties of the Issuer, the City and the Purchaser contained in this Placement Agreement, the Purchaser shall purchase all of the Bonds.

Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell in the name and on behalf of the Issuer to the Purchaser, all (but not less than all) of $__________ aggregate principal amount of the Bonds. The Purchaser shall purchase the Bonds at the price of par.

Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Purchaser is acting solely as purchaser of the Bonds for its own account and not as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Placement Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser, (ii) the Purchaser has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the issuance of the Bonds, and (iii) the Issuer will seek and obtain financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the issuance of the Bonds from its financial, legal and other advisors (and not the Purchaser) to the extent that the Issuer desires to obtain such advice.

2. **The Bonds.** The Bonds shall be issued and secured pursuant to the provisions of the Indenture of Trust, dated as of December 1, 2015 (the "Indenture"), by and between the Issuer and MUFG Union Bank, N.A., as trustee thereunder (the "Trustee") and Resolution No. ____ of the Issuer adopted on November 24, 2015 authorizing the issuance of the Bonds (the "Resolution of Issuance").

The Bonds shall be in physical form in the name of the Purchaser and registered as set forth in Section 2.10 of the Indenture; the Bonds shall be issued in authorized denominations of One Hundred Thousand Dollars ($100,000) or any integral multiple of Five Thousand Dollars ($5,000) in excess thereof. The Bonds shall be bear interest at the rate, payable semiannually on March 1 and September 1 on the dates as shown in the Indenture.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Placement Agreement and the Indenture.

3. **Purpose of the Transaction.** The proceeds of the Bonds will be used for the purpose of prepaying the 2010 Installment Agreement, as defined in the Indenture, and paying all necessary legal, financial and contingent costs in connection with the issuance of the Bonds.

4. **Security for the Bonds.** The Bonds are Installment Payments, as defined in the Installment Purchase Agreement, dated as of December 1, 2015 (the "Installment Agreement") between the City and the Issuer. In addition, the Bonds are payable on a subordinate basis to the Series A Bonds outstanding under the Indenture.

5. **Closing**. At 10:00 A.M., Pacific Time, on __________, 2015, or at such other time or on such other date as shall have been mutually agreed upon by the Issuer and the Purchaser (the "Closing"), the Issuer will deliver to the Purchaser, at the offices of the Trustee, or at such other place as the Issuer and the Purchaser may mutually agree upon, the Bond in fully registered form, duly executed and registered in the name of [Purchaser] and at the offices of Best Best & Krieger LLP ("Bond Counsel"), in Riverside, California, the other documents hereinafter mentioned; and the

Purchaser will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the Issuer.

6. **Representations, Warranties and Agreements of the Issuer**. The Issuer hereby represents, warrants and agrees with the Purchaser that:

(a) Due Organization. The Issuer is a public entity validly existing under the laws of the State of California, with the power to issue the Bonds.

(b) Due Authorization. (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the Issuer has full legal right, power and authority to approve the Indenture, the Installment Agreement and to enter into the Private Placement Agreement (the "Legal Documents"), to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Placement Agreement, the Installment Agreement and the Indenture; (iii) the execution and delivery or adoption of, and the performance by the Issuer of the obligations contained in, the Bonds and the Legal Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Placement Agreement constitutes a valid and legally binding obligation of the Issuer; and (v) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Placement Agreement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Purchaser may reasonably request, or which have not been taken or obtained; provided, however, that the Issuer shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Tax Code. The Issuer has complied with the Tax Code with respect to the Bonds.

(e) No Conflicts. To the best knowledge of the Issuer, the issuance of the Bonds, and the execution, delivery and performance of the Legal Documents to which the Issuer is a party, and the compliance with the provisions hereof do not conflict with or constitute on the part of the Issuer a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the Issuer, threatened against the Issuer: (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices or of the titles of the officials of the Issuer to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection or levy of taxes contemplated by the Indenture and pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Indenture or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the Issuer or their authority with respect to the Bonds or the Legal Documents; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the Issuer or the consummation of the transactions contemplated by the Legal Documents, (b) declare this Placement Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Purchaser, the Issuer will not have issued in the name and on behalf of the Issuer any bonds, notes or other obligations for borrowed money except for such borrowings as may be consented to in writing by the Purchaser.

(h) Certificates. Any certificates signed by any officer of the Issuer and delivered to the Purchaser shall be deemed a representation and warranty by the Issuer to the Purchaser, but not by the person signing the same, as to the statements made therein.

(i) Role of the Placement Agent. The Issuer acknowledges and agrees that in connection with the offering contemplated hereby and the process leading to such transaction, (i) the Placement Agent is not a fiduciary of the Issuer, (ii) the Placement Agent has not assumed nor will assume an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether either Placement Agent has advised or is currently advising the Issuer on other matters) and the Placement Agent has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Placement Agreement, (iii) the Placement Agent or its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer and (iv) the Placement Agent has not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

(j) Facilitation of Transfers. The Issuer hereby agrees that, upon the request of the owner of the Bonds, the Issuer shall answer questions from and furnish, at the expense of a potential buyer of the bonds, all documents and information requested by such potential buyer concerning the Issuer, the Indenture, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing and all matters related thereto.

7. **Representations, Warranties and Agreements of the City**. The City hereby represents, warrants and agrees with the Purchaser that:

(a) Due Organization. The City is a public entity validly existing under the laws of the State of California, with the power to issue the Bonds.

(b) Due Authorization. (i) At or prior to the Closing, the City will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the City has full legal right, power and authority to approve the Installment Agreement and to enter into the Private Placement Agreement (the "Legal Documents"), to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Placement Agreement and the Installment Agreement; (iii) the execution and delivery or adoption of, and the performance by the City of the obligations contained in, the Bonds and the Legal Documents have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Placement Agreement constitutes a valid and legally binding obligation of the City; and (v) the City has duly authorized the consummation by it of all transactions contemplated by this Placement Agreement.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Purchaser may reasonably request, or which have not been taken or obtained; provided, however, that the City shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Tax Code. The City has complied with the Tax Code with respect to the Bonds.

(e) No Conflicts. To the best knowledge of the City, the issuance of the Bonds, and the execution, delivery and performance of the Legal Documents to which the City is a party, and the compliance with the provisions hereof do not conflict with or constitute on the part of the City a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the City is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the City, threatened against the City: (i) in any way affecting the existence of the City or in any way challenging the respective powers of the several offices or of the titles of the officials of the City to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of Net Revenues pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds or the Legal Documents or contesting the powers of the City or their authority with respect to the Bonds or the Legal Documents; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the City or the consummation of the transactions contemplated by the Legal Documents, (b) declare this Placement Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Purchaser, the City will not have issued in the name and on behalf of the City any bonds, notes or other obligations for borrowed money except for such borrowings as may be consented to in writing by the Purchaser.

(h) Certificates. Any certificates signed by any officer of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to the Purchaser, but not by the person signing the same, as to the statements made therein.

(i) Role of the Placement Agent. The City acknowledges and agrees that in connection with the offering contemplated hereby and the process leading to such transaction, (i) the Placement Agent is not a fiduciary of the City, (ii) the Placement Agent has not assumed nor will assume an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether either Placement Agent has advised or is currently advising the City on other matters) and the Placement Agent has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Placement Agreement, (iii) the Placement Agent or its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City and (iv) the Placement Agent has not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

(j) Facilitation of Transfers. The City hereby agrees that, upon the request of the owner of the Bonds, the City shall answer questions from and furnish, at the expense of a potential buyer of the bonds, all documents and information requested by such potential buyer concerning the City, the Legal Documents, the Bonds, and the security therefor, and the transactions and documents related to or contemplated by the foregoing and all matters related thereto.

8. **Representations, Warranties and Agreements of the Purchaser.** The Purchaser represents, warrants and covenants that the Purchaser has duly authorized, by all necessary action, the purchase of the Bonds and the execution and delivery of this Placement Agreement and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

9. **Application of the Proceeds of the Bonds.** The Issuer covenants and agrees with the Purchaser that the Issuer will apply the proceeds from the sale of the Bonds for the purposes specified in the Indenture.

10. **Conditions to Obligations of the Purchaser**. The obligation of the Purchaser to accept delivery of and pay for the Bonds on the Closing Date is subject to the conditions provided in this Section. The Purchaser's obligation to purchase the Bonds will be subject to the following conditions (i) the Legal Documents shall be satisfactory in form and substance to such Purchaser and its counsel, (ii) the accuracy in all material respects of the representations, warranties and agreements on the part of the Issuer contained in the Legal Documents as of the Closing Date, (iii) the accuracy

in all material respects of the statements of the officers, members, agents and other officials of the Issuer made in any certificates or other documents furnished pursuant to the provisions hereof, and (iv) the performance by the Issuer of its obligations to be performed hereunder at or prior to the Closing Date:

(a) At the time of the Closing, (i) the Legal Documents, shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the Issuer shall perform or have performed all of their obligations required under the Legal Documents to be performed at or prior to the Closing.

(b) After the date hereof and prior to the Closing Date, none of the following shall have occurred:

(i) legislation shall have been enacted by or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing the inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds;

(ii) legislation shall have been enacted by or introduced in the Congress, or action by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act);

(iii) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order or regulation (final or temporary) made by the State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the owners thereof;

(iv) an order, decree or injunction of any court of competent jurisdiction, or an order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance or sale of the Bonds, as contemplated hereby, is or would be in violation of the federal securities laws, as amended and then in effect;

(v) the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the Issuer; or

(vi) the withdrawal or downgrading of any rating of any of the Issuer's outstanding indebtedness by a national rating agency;

(c) Obligations Performed. At the time of the Closing, (i) the Legal Documents, shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Refunding Law and the Redevelopment Law which, in the opinion of Best Best & Krieger LLP, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the Issuer shall perform or have performed all of their obligations required under the Legal Documents to be performed at or prior to the Closing;

(d) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Placement Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the Issuer, pending or threatened which has any of the effects described in Section 7(f) hereof;

(e) Delivery of Documents. At or prior to the date of the Closing, the Purchaser shall receive sufficient copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Purchaser:

(i) Opinions.

(1) Opinions of Bond Counsel. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing and addressed to the Issuer, in a form acceptable to the Purchaser;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the Purchaser, in form and substance acceptable to the Purchaser, dated as of the Closing Date, substantially to the effect that:

a. assuming due authorization, execution and delivery by all the parties thereto, this Placement Agreement has been duly authorized, executed and delivered by the Issuer and constitutes a legal, valid and binding agreement of the Issuer enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California;

b. no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the Issuer of this Placement Agreement or the consummation by the Issuer of the other transactions contemplated by such agreement (provided no opinion need be expressed as to any action required under state securities or blue sky laws in connection with the purchase of the Bonds by the Purchaser); and

c. the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(3) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Purchaser can rely upon the approving opinion described in Section 10(e)(i)(1) above;

(ii) Issuer Certificates. A certificate signed by appropriate officials of the Issuer to the effect that (i) such officials are authorized to execute this Placement Agreement (ii) the representations, agreements and warranties of the Issuer herein are true and correct in all material respects as of the date of Closing, (iii) the Issuer has complied with all the terms of the Legal Documents to be complied with by the Issuer prior to or concurrently with the Closing and such documents are in full force and effect, and (iv) the Bonds being delivered on the date of the Closing to the Purchaser under this Placement Agreement substantially conform to the descriptions thereof contained in the Indenture;

(iii) City Certificates. A certificate signed by appropriate officials of the City to the effect that (i) such officials are authorized to execute this Placement Agreement (ii) the representations, agreements and warranties of the City herein are true and correct in all material respects as of the date of Closing, (iii) the City has complied with all the terms of the Legal Documents to be complied with by the City prior to or concurrently with the Closing and such documents are in full force and effect, and (iv) the Bonds being delivered on the date of the Closing to the Purchaser under this Placement Agreement substantially conform to the descriptions thereof contained in the Indenture;

(iv) Tax Certificate. A nonarbitrage certificate of the Issuer in form satisfactory to Bond Counsel;

(v) Form 8038-G. A copy of federal tax information return Form 8038-G with respect to the Bonds and evidence of its filing;

(vi) Resolution of Issuance. A certificate, together with a fully executed copy of the Resolution of Issuance, of the Secretary to the Issuer to the effect that:

(1) such copy is a true and correct copy of the Indenture; and

(2) the Indenture was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(vii) Legal Documents. Duly executed copies of each of the Legal Documents.

(viii) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser may reasonably request to evidence compliance (i) by the Issuer with legal requirements and (ii) the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

(f) Termination. If the Issuer shall be unable to satisfy the conditions to the Purchasers' obligations contained in this Section there shall be no obligation of the Purchaser to purchase the Bonds, and neither the Purchaser nor the Issuer shall have any further obligation relating to the Bonds. The Placement Agent may, however, in its discretion and subject to the approval of the Purchaser, waive one or more of the conditions imposed by this Placement Agreement and proceed with the Closing (defined below).

If the Issuer shall be unable to satisfy the conditions to the Purchaser's obligations contained in this Placement Agreement or if the Purchaser's obligations shall be terminated for any reason permitted by this Placement Agreement, this Placement Agreement may be cancelled by the Purchaser at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the Issuer in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in writing at its sole discretion.

11. **Conditions to Obligations of the Issuer**. The performance by the Issuer of its obligations is conditioned upon (i) the performance by the Purchaser of its obligations hereunder; (ii) receipt by the Issuer and the Purchaser of opinions and certificates being delivered at the Closing by persons and entities other than the Issuer and (iii) receipt by the Issuer of the Investor Letter substantially in the form attached hereto as Exhibit B to the Indenture and acceptable to Bond Counsel.

12. **Expenses**. To the extent that the transactions contemplated by this Placement Agreement are consummated, the Purchaser shall pay (or cause to be paid), including but not limited to the following: (i) the cost of the preparation and reproduction of the Legal Documents; (ii) the fees and disbursements of Bond Counsel, financial advisor, fiscal consultant, accountants or other experts or consultants retained by the Issuer, (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the initial fees, if any, of the Trustee; (v) the fees and expenses of Purchaser's counsel not to exceed $**______**, and (vi) all other fees and expenses incident to the issuance and sale of the Bonds.

Notwithstanding any of the foregoing, the Purchaser shall pay all out-of-pocket expenses of the Purchaser, including, travel and other expenses (except those expressly provided above) without limitation.

13. **Notices.** Any notice or other communication to be given under this Placement Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the Issuer, to the Woodland-Davis Clean Water Agency, 1717 Fifth Street, Davis, California 95616.

14. **Parties in Interest; Survival of Representations and Warranties.** This Placement Agreement when accepted by the Issuer and Purchaser in writing as heretofore specified shall constitute the entire agreement between the Issuer, the Placement Agent and the Purchaser. This Placement Agreement is made solely for the benefit of the Issuer, the Private Placement Agent and the Purchaser. No person shall acquire or have any rights hereunder or by virtue hereof. The representations set forth in paragraphs 6, 7 and 8 hereof shall remain operative and in full force and effect regardless of the execution and delivery of the Bonds or any investigation made by or on behalf of any of the parties hereto.

15. **Execution in Counterparts**. This Placement Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law**. This Placement Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

[Signature page follows]

In executing this Placement Agreement below, each signatory is certifying that such signatory has the authority to execute this Placement Agreement for and on behalf of the party for which such signatory is providing his or her signature.

WOODLAND-DAVIS CLEAN WATER AGENCY, as Issuer

By: ________________________________

Title: ______________________________

CITY OF WOODLAND

By: ________________________________

Title: ______________________________

DUETSCHE BANK SECURITIES, INC., as Purchaser

By: ________________________________

Title: ______________________________

-Signature Page-
Private Placement Agreement

AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

by and among

WOODLAND-DAVIS CLEAN WATER AGENCY,

THE CITY OF DAVIS,

THE CITY OF WOODLAND

and

DEUTSCHE BANK SECURITIES, INC.

Dated November 24, 2015

AGREEMENT AND
MEMORANDUM OF UNDERSTANDING

1. PARTIES AND DATE

THIS AGREEMENT AND MEMORANDUM OF UNDERSTANDING (the "Agreement") is made and entered into November 24, 2015, by and among WOODLAND-DAVIS CLEAN WATER AGENCY, a joint exercise of powers authority existing under the laws of the State of California, hereinafter referred to as the "Agency," the CITY OF DAVIS ("Davis"), a municipal corporation existing under the laws of the State of California, the CITY OF WOODLAND ("Woodland"), a municipal corporation existing under the laws of the State of California, and DEUTSCHE BANK SECURITIES, INC., a Delaware corporation, hereinafter referred to, in its capacity as the owner of the Notes, as "Holder."

2. RECITALS.

2.1 Davis and Woodland (together, the "Cities") have created the Woodland-Davis Clean Water Agency (the "Agency") pursuant to the Amended and Restated Woodland-Davis Clean Water Agency Joint Powers Agreement dated as of February 26, 2013 (the "JPA") in order for the Agency to develop, construct, operate and maintain water supply facilities and services for Davis' and Woodland's citizens (the "Project").

2.2 The Agency, Conaway Preservation Group, LLC ("CPG") and Tri-City Water and Farm, LLC entered into that certain Water Agreement dated December 21, 2010, as amended by that certain First Amendment to Water Agreement dated as of February 7, 2012, and that certain Addendum and Clarification to Water Agreement dated as of February 6, 2014 (collectively, the "Water Agreement") to obtain water resources for Woodland and Davis. CPG subsequently replaced Tri-City Water and Farm, LLC under the Water Agreement.

2.3 Pursuant to the Water Agreement, the Agency agreed, in connection with the Project, to purchase from CPG, and CPG agreed to sell, CPG's water rights to 10,000 acre feet per year of water from the Sacramento River, subject to potential reduction and other limitations set forth in the Water Agreement. In connection with such purchase, the Agency delivered to CPG its (i) Promissory Note dated February 20, 2014 (Conaway Ranch Water Purchase – City of Davis) in the principal amount of $18,587,479.55 (the "Davis Note") and (ii) Promissory Note dated February 20, 2014 (Conaway Ranch Water Purchase – City of Woodland) in the principal amount of $21,732,432.68 (the "Woodland Note" and, together with the Davis Note, the "Notes"). Through the Agency, Davis and Woodland intend to benefit from the water rights, share intake and treatment facilities constructed by the Agency and improvements to their respective water enterprises with the assistance of the Agency.

2.4 The Agency and Davis have heretofore entered into that certain Installment Purchase Agreement dated as of December 21, 2010, as amended by that certain First Amendment to Installment Purchase Agreement dated as of February 7, 2012, and that certain Second Amendment to Installment Purchase Agreement dated as of February 20, 2014 (collectively, the "Davis Note Installment Purchase Agreement"). The Agency assigned its rights under the Davis Installment Purchase Agreement to CPG pursuant to that certain Davis Assignment Agreement dated as of April 16, 2014 by and between the Agency and CPG (the "Davis Assignment").

2.5 The Agency and Woodland have heretofore entered into that certain Installment Purchase Agreement dated as of December 21, 2010, as amended by that certain First Amendment to Installment Purchase Agreement dated as of February 7, 2012, and that certain Second Amendment to Installment Purchase Agreement dated as of February 20, 2014 (collectively, the “Woodland Note Installment Purchase Agreement” and, together with the Davis Installment Purchase Agreement, the “Note Installment Purchase Agreements”). The Agency assigned its interest in the Woodland Installment Purchase Agreement to CPG pursuant to that certain Woodland Assignment Agreement dated as of April 16, 2014 by and between the Agency and CPG (the “Woodland Assignment” and, together with the Davis Assignment, the “Assignments”).

2.6 Pursuant to the Assignments, as security for the payment, when due, of principal, premium, if any, and interest on the Notes, the Agency assigned its rights to the scheduled installment payments under the Installment Purchase Agreements to CPG.

2.7 Holder purchased and assumed from CPG all of CPG’s rights, title and interest (the “Transferred Interests”) in the Notes and the Assignments (the “Transaction Documents”) pursuant to the terms and conditions set forth in the Note Purchase Agreement, dated December 18, 2014 (the “Note Purchase Agreement”).

2.8 Under the terms of each Note, the Cities have agreed to execute and deliver such additional documents as Holder reasonably requests in order for the Notes to be treated as tax-exempt obligations and sold in one or more public offerings, including IRS Form 8038G, disclosure documents and one or more continuing disclosure agreements required by SEC Rule 15c2-12.

2.9 Under the terms of the Water Agreement, the Cities agreed to take such necessary action so that interest payable on the Davis Note and the Woodland Note would be treated as exempt from gross income for federal tax purposes.

2.10 The Agency, the Holder and the Cities have determined that the Davis Note and the Woodland Note should be refunded with tax-exempt obligations, and Holder has agreed to pay certain non-contingent costs of the Agency and the Cities in connection with the issuance of such obligations.

2.11 The Agency, the Holder and the Cities desire to establish the understanding of all parties as to the structure of the bonds to be issued as tax-exempt obligations to refund the Notes in one or more series (the "Bonds") and establish the estimated costs of issuing the Bonds and the terms of defeasing (or redeeming) the Notes.

3. COSTS OF ISSUANCE AND ADMINISTRATION

3.1 Proceedings Deposits and Holder Contribution. Holder shall deposit with the Agency for the benefit of the Agency, the City of Davis and the City of Woodland the amount of Fifty Thousand Dollars ($50,000) (the "Proceedings Deposit"). The Agency, by its execution hereof, acknowledges receipt of and accepts the Proceedings Deposit. If after 85% of the initial deposit has been drawn and the Agency determines that additional funds are reasonably needed in advance of the closing for costs relating to the issuance and sale of the Bonds, the Agency shall make written demand upon Holder for such funds, and Holder shall comply with each demand within fifteen (15) business days thereafter. The Proceedings Deposit shall only be used for the non-contingent expenses relating to the obligations to be issued to refund the Davis Note and the Woodland Note (the "Initial Costs"), which expenses can be paid or reimbursed from the proceeds of tax-exempt bonds and are of a type customarily paid prior to the closing of a bond financing. The Agency shall provide Holder upon request with an accounting of non-contingent expenses paid from the Proceedings Deposit together with the approval of bond counsel to the Agency that such expenses are reimbursable from the proceeds of tax-exempt bonds. The Agency may draw upon the Proceedings Deposit from time to time to pay the Initial Costs. If Holder fails to make any advance of funds within fifteen (15) days after the Agency gives Holder written demand, the Agency may suspend all proceedings until Holder advances the amounts demanded. If the Bonds relating to each city are issued, the Agency shall reimburse the Holder from proceeds of the Bonds relating to the specific city, without interest, for the portion of the Proceedings Deposit that have been expended or encumbered, said reimbursement to be made from the proceeds of the Bonds relating to the specific city on the date of issuance of such Bonds or as soon as reasonably possible thereafter and only to the extent otherwise permitted. The Agency shall, within thirty (30) business days after the issuance of such Bonds, return the then unexpended and unencumbered portion of the Proceedings Deposit to the Holder, without interest.

3.2 Payment of Costs of Issuance at Closing. Subject to Sections 3.4 and 3.5 below, all costs of issuance eligible to be paid from proceeds of tax-exempt bonds and arising in connection with the issuance of an issue of Bonds shall be paid at closing for such Bonds from the proceeds thereof in accordance with the related Indenture. On or prior to the closing for each issue of Bonds, the Agency shall provide Holder with a written summary detailing the costs of issuance.

3.3 Administrative Costs. Subject to Section 3.4 below, certain administrative costs eligible to be paid from proceeds of tax-exempt bonds and arising in connection with the issuance of an issue of Bonds shall be paid at closing for such Bonds from the proceeds thereof in accordance with the related Indenture for the payment of trustee, dissemination agent and administrative expenses relating to such Bonds.

3.4 Maximum Costs of Issuance. Anything to the contrary notwithstanding, the costs of issuance and administration to be paid as described in Section 3.1, 3.2 and 3.3 above shall in no event exceed $700,000 in the aggregate. Any costs of issuance or administration in excess of $700,000 shall be payable by the Cities.

3.5 Failure to Issue Bonds.

a) In the event that it is determined that the Bonds will not be issued due to the direct action of the Agency or either City, (a) all costs of issuance which are due and payable will be payable by the Cities and/or the Agency and (b) all amounts advanced by the Holder pursuant to Section 3.1 shall be promptly repaid to the Holder by the Cities and/or the Agency. Any amounts owing under subsection (b) of the preceding sentence which have not been paid within fifteen (15) business days shall accrue interest at a rate of 7.0% per annum.

b) Subject to Section 3.3, in the event that it is determined that the Bonds will not be issued due to a change in law, natural disaster, act of God, severe disruption of the financial markets or the occurrence of any other event, fact or circumstance which is not caused by the Agency or either City, all costs of issuance which are due and payable and are not contingent upon the successful closing of such Bonds will be payable by the Holder and the Agency shall have no obligation to return any amounts advanced by the Holder pursuant to Section 3.1 hereof.

3.6 Non-Qualified Costs of Issuance and Administration. The Cities and/or Agency shall pay all costs of issuance and administration which are not eligible to be paid from proceeds of tax-exempt bonds under the Internal Revenue Code or the Regulations promulgated thereunder.

4. MEMORANDUM OF UNDERSTANDING

4.1 Terms of Bonds. a) The Agency shall be the issuer of two separate issues of Bonds in one or more series each which shall be identified as the Davis Bonds and the Woodland Bonds;

b) Each issue of the Bonds shall be secured by a separate Installment Purchase Agreement relating to each City's water enterprise fund (each a "Bond Installment Purchase Agreement") and debt service payable under each Bond Installment Purchase Agreements shall match as nearly as possible the debt service payable under the related Note Installment Purchase Agreement with such changes as may be necessary to issue the Bonds in authorized denominations. It is the intent of the parties that Holder shall receive the proceeds from the sale of the Bonds minus the costs of issuance as described in Section 3 hereof;

c) Debt service on the Bonds of each series shall be payable semi-annually on January 1 and July 1 of each year, or as otherwise agreed by the Cities and Holder;

d) Each Bond Installment Purchase Agreement shall provide for a Rate Covenant of no less than 1.0x Maximum Annual Debt Service (as defined therein);

e) Subject to market considerations and discussions with the rating agencies and the underwriter for the Bonds, a portion of each issue of the Bonds may be designated as "second subordinate bonds," or such other designation as may be reasonably agreeable to the parties hereto, which may be in different and higher authorized denominations, may contain purchase restrictions and may not be covered by the Rate Covenant described in subparagraph d) above.

f) The Bond Installment Purchase Agreements will provide for the issuance of additional indebtedness including additional Senior Obligations or Parity Obligations (each as defined therein) so long as after such issuance, the Agency achieves at least 1.0x Maximum Annual Debt Service;

g) Call Feature as reasonably acceptable to the Purchaser and the Cities;

h) The Bonds shall not be secured by a debt service reserve fund; and

i) Each Rate Stabilization Fund shall be maintained, funded and utilized in accordance with the existing Senior Obligation documentation of the respective City.

4.2 Participants. The participants in the financing shall be the following:

Best Best & Krieger LLP	Bond Counsel
Schiff Hardin LLP	Disclosure Counsel
NHA Advisors	Financial Advisor for Davis Bonds
Del Rio Advisors	Financial Advisor for Woodland Bonds
MUFG Union Bank, N.A.	Trustee
Underwriter/Private Placement Agent	Woodland – Private Placement Agent – Piper Jaffray & Co. Davis – Underwriter – Piper Jaffray & Co.

4.3 Offering of the Bonds. a) Holder shall permit the bona fide public offering of the Davis Bonds which are not second subordinate bonds. Holder retains the right, but shall not be obligated, to purchase all or any portion of such Bonds in connection with such public offering.

b) Holder will purchase the Woodland Bonds pursuant a private placement. Such Bonds shall initially be issued in denominations of $100,000 and shall contain transfer restrictions which shall remain in force until the completion of the Woodland's 2015 audit at which time the Holder intends to sell the portion of the Woodland Bonds which does not constitute second subordinate bonds. Upon completion of the 2015 audit and upon certification that all continuing disclosure obligations have been satisfied, then the Agency and Woodland shall cause a final official statement, a continuing disclosure agreement and all other customary and necessary documentation to be prepared and executed so that the appropriate portion of the Woodland Bonds may be publicly sold. In the event that the foregoing documentation has not been delivered to the Holder by June 30, 2016, the rate of interest applicable to the Woodland Bonds shall be increased by two hundred basis points (2.00%), and such rate shall continue until such time as the documentation required hereunder has been provided. Such interest shall be payable as a charge under this Agreement and shall remain outstanding until paid or otherwise satisfied.

4.4 Continuing Disclosure.

a) Agency will act as a pass-through (audited financial statements only);

b) Each City will be responsible for disclosure content to be delivered to dissemination agent;

c) Each City shall hire a Dissemination Agent;

d) Each City shall provide continuing disclosure at the same time and with same content as currently obligated; and

e) Davis shall provide a continuing disclosure compliance report prior to printing a Preliminary Official Statement with respect to the Davis Bonds.

f) Woodland shall provide a continuing disclosure compliance report within fifteen days prior to providing the Preliminary Official Statement for the Woodland Bonds.

4.5 Timing. Cities, Agency and Holder shall diligently work toward the sale of the respective series of Bonds in the schedule, which is attached hereto as Exhibit A. Cities, Agency and Holder recognize that this schedule is a good faith estimate of time to complete the issuance of bonds and, except for the penalty rate relating to the Woodland Bonds described in Section 4.3 b) hereof, shall not be liable in the event of delays, which are reasonable in the course of a municipal financing. The Cities and Agency shall use their respective best efforts to proceed with the proposed financings as outlined in this memorandum, subject in all respects to the final approval of the Agency Board and each related City Council.

5. MISCELLANEOUS

5.1 Assignment. This agreement or any right or duty hereunder may not be assigned by either the Agency or the Holder without the other party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2 Mutual Assistance and Cooperation. The Agency and Holder will assist one another mutually in the issuance of Bonds.

5.3 Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when (a) personally delivered, (b) if given by electronic communication, whether by telex, telegram, email or telecopier upon the sender's receipt of an appropriate answer back or other written acknowledgment, of successful transmission, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section addressed as follows:

If to Holder:

Deutsche Bank Securities, Inc.
60 Wall Street
New York, New York 10005
Attention: ________
Telephone No.: ____________
Facsimile No.: ____________
E-Mail: ____________

With a copy to:

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL 60661-3693
Attention: Renee Friedman
Telephone No.: (312) 902-5422
Facsimile No.: (312) 577-8959
E-Mail: renee.friedman@kattenlaw.com

If to Agency:	Woodland-Davis Clean Water Agency 1717 Fifth Street Davis, CA 95616 Attention: General Manager Telephone No.: (530) 747-8299 E-Mail: ddiemer@wdcwa.com
With a copy to:	Richard P. Shanahan Bartkiewicz, Kronick & Shanahan 1011 22nd Street Sacramento, CA 95816-4907 Telephone No.: (916) 446-4254 Facsimile No.: (916) 446-4018 E-mail: rps@bkslawfirm.com

Each party can change its address for delivery of notice by delivering written notice of such change of address to the other party within twenty (20) days of such change. Any notice delivered after 5:00 p.m. Pacific Standard Time on any day or on Saturday, Sunday or a State or Federal holiday shall be deemed delivered the next business day.

5.4 Attorneys' Fees. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

5.5 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

5.6 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors-in-interest and assigns of the parties hereto.

5.7 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters provided for herein. There are no oral or written representations, understandings, undertakings or agreements which are not expressly referred to or contained herein, and any such representations, understandings, undertakings or agreements are superseded by this Agreement.

5.8 Amendments. This Agreement may be amended or modified only in writing signed by both parties.

5.9 Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

5.10 Usage of Words. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

5.11 No Third Party Beneficiaries. Except as may be specifically provided herein to the contrary, no third party shall be the express or implied beneficiary of this Agreement or any of its provisions, no such third party may bring action at law or in equity with respect thereto.

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

5.13 Counterparts. This Agreement shall be executed in counterparts, all of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Deposit Agreement the day and year written above.

Agency:

WOODLAND-DAVIS CLEAN WATER AGENCY

By: ____
General Manager

Holder:

DEUTSCHE BANK SECURITIES, INC.

By: ____
Authorized Signatory

CITY OF DAVIS

By: ____
Authorized Signatory

CITY OF WOODLAND

By: ____
Authorized Signatory

-Signature Page-
Agreement and
Memorandum of Understanding

EXHIBIT A

BOND SCHEDULE

DAVIS

Date	Activity	Participants
September 14th	Conference call to discuss schedule	WDCWA/MA/BC/DC
October 1st	Circulate Draft Financing Documents and Preliminary Official Statement (“POS”)	BC/DC
October 8th	Comments Due on Draft Financing Documents and POS	ALL
October 12th	Circulate Revised Financing Documents and POS	BC/DC
Week of October 19th	Conference Call with Rating Agency	CITY/WDCWA/MA/DC/UW
Week of November 2nd	Send Rating Package to Rating Agency	UW
November 6th	Agenda Deadline for November 17th City Council Meeting	BC/DC
Week of November 9th	Rating Presentations	UW
November 13th	Agenda Deadline for WDCWA Meeting	BC/DC
November 17th	City Council Approves financing documents	CITY
November 20	Receive Rating	UW
November 24th	WDCWA Board approves financing documents	WDCWA
November 25th	Release POS to Underwriter	DC
December 1st	Price Issue	ALL
December 17th	Pre-Close	ALL
December 18th	Closing	ALL

BOND SCHEDULE

WOODLAND

Date	**Activity**	**Participants**
October 1st	Circulate Draft Financing Documents	BC
October 12th	Comments Due on Draft Financing Documents	ALL
October15th	Circulate Revised Financing Documents and POS	BC/DC
October 19th	Credit Package Submitted to Rating Agency (S&P)	MA
Week of October 19th	Meeting/conference call to review legal documents	ALL
November 9th	Agenda Deadline for City Council Meeting	BC
November 13th	Agenda deadline for November 24th WDCWA Board meeting	BC, DC, WDCWA
November 17th	Woodland City Council approves documents	ALL
November 24th	WDCWA Board approves financing documents	ALL
December 3rd	Price Issue	ALL
December 14th	Pre-Close	ALL
December 15th	Closing	ALL

TABLE OF CONTENTS