300 First Street
Woodland, CA 95695

City of Woodland

Meeting Agenda

City Council

Tuesday, December 1, 2015 | **6:00 PM** | **Council Chambers**

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
DECEMBER 1, 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.

16-248 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. MINUTES

1. 16-247 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 3, 2015 and November 17, 2015.

Attachments: 11-03-15 DRAFT MINUTES FOR APPROVAL
11-17-15 DRAFT MINUTES FOR APPROVAL

G. CONSENT CALENDAR

2. 16-198 SUBJECT: "Tree City USA" Recertification

Recommendation for Action: Staff recommends the City Council approve Resolution No. ________ authorizing the submission of a "Tree City USA" application packet certifying the City of Woodland as a "Tree City USA" for 2015.

Attachments: Tree City USA 2015 Resolution

3. 16-234 SUBJECT: Appoint Council Member to Sacramento-Yolo Mosquito and Vector Control District Board

Recommendation for Action: It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2017.

4. 16-210 SUBJECT: Increase the Fiscal Year 2015/2016 Literacy Program Budget by $19,918

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from $82,491 to $102,409, a total increase of $19,918 in support of additional literacy program costs.

Attachments: Literacy Budget Resolution

5. 16-242 SUBJECT: Budget Appropriation Approval for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and to the HOME Grant Fund (323) and authorize staff to amend the budget as necessary: (1) $73,412 in BEGIN Program Income and (2) $15,000.00 in CalHOME Program Income for a total appropriation of $88,412 to Fund 324; (3) $413,065 in HOME Program Income for a total appropriation of $417,065 to Fund 323. Additional appropriations will be used to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

Attachments: CC Reso 1Dec15.pdf

6. 16-231 SUBJECT: Second Reading of Ordinance No. _____, Amending Water Service Rates as Previously established by Ordinance No. 1540

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Ordinance No. _____, amending water service rates previously established by Ordinance No. 1540 to be effective January 1, 2016; and
2) Authorize replacing the scheduled 17% rate adjustment with an adjustment of 9.5%, effective January 21, 2016

Attachments: Ordinance adopting water rate increases for Jan 2016

7. 16-239 SUBJECT: Second Reading of 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

Recommendation for Action: Staff recommends that the City Council 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 (Attachment A).

Attachments: A - Ordinance of the City Council

8. 16-204 SUBJECT: Annual Measure V Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:
1) Approve the Annual Measure V Report for Fiscal Year Ending June 30, 2015; and
2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

9. 16-205 SUBJECT: Annual Measure J Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:
1) Approve the Annual Measure J Report for Fiscal Year Ending June 30, 2015; and
2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

10. 16-203 SUBJECT: Annual Measure E Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:
1) Approve the Annual Measure E Report for Fiscal Year Ending June 30, 2015; and
2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

11. 16-241 SUBJECT: Accept the AB1600 Development Impact Fees Annual Report for the Fiscal Year Ended June 30, 2015

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the year ended June 30, 2015

Attachments: AB1600 Resolution

AB 1600 FY 15 Summary by Fund

H. REPORTS OF THE CITY MANAGER

12. 16-240 SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive a progress report regarding the General Plan Update Project

Attachments: A - Long Range GP Schedule

13. 16-250 SUBJECT: Police Department Briefing

Recommendation for Action: Staff recommends that the City Council receive a briefing from the Public Safety Chief.

14. 16-244 SUBJECT: Approve Recycled Water Agreement with Woodland Biomass Power Limited and Related Actions Required to Implement Recycled Water Project (CIP 15-10).

Recommendation for Action: Staff recommends that the City Council:
(1) Approve Resolution No. _____, authorizing the City Manager to execute the Recycled Water Agreement (WBPL Agreement) with Woodland Biomass Power Limited (WBPL); and
(2) Approve Resolution No. _____, authorizing the City Manager to execute the Water Pipeline License Agreement (Agreement) with Sierra Northern Railway (SNRR); and
(3) Approve Resolution No. _____, approving the Easement Acquisition Agreement (Easement) with Elizabeth Nien Mei Lu; and
(4) Ratify modifications to Resolution No. 6308, a resolution pledging net revenues from the Water Enterprise Fund for repayment of the Clean Water State Revolving Fund obligations for the recycled water project.

Attachments: A - Resolution -Recycled Water Agreement
B - Recycled Water Agreement
C - Resolution -Water Pipeline License Agreement
D - Water Pipeline License Agreement
E - Resolution - Easement Agreement
F1 - Easement Agreement.doc
F2 - Exhibit A Land Description
G - Resolution pledging Water Enterprise Fund net revenues

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 December 1, 2015 was posted on November 25, 2015 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

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

Legislation Text

File #: 16-248, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 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 15th — REGULAR MEETING — REPORTS DUE 12/1

Consent Calendar
Approval of Contingency for Construction - Teichert Construction - Water Trans Main West, CIP 12-05
Approve Contract Amendment with Carollo Engineer - WPFC Aeration Project, CIP#12-02
SL Neighborhood Park N1 – Purchase Agreement and Master
2nd Reading Ordinance – Amendment to DA between COW and TOC – SL Park N3
Public Works Quarterly Report
YGRIP Update

Regular Calendar
Lower Cache Creek Flood Protection Feasibility Study - Update
Beamer / CR 102 Property – Exclusive Negotiating Agreement
General Plan Study Session - Traffic Level of Service Standards

JANUARY 5th — REGULAR MEETING — REPORTS DUE 12/22

Appointment and Re-appointment of Board and Commission Members - terms expired 12/31/2015
Adult Softball Program
Water Utility – Web Portal Contract Award
Community Service Awards
Downtown Hotel Project – Conditional Use Permit / Development and Disposition Agreement

JANUARY 19th — REGULAR MEETING — REPORTS DUE 1/5

Community Services Department Quarterly Report
JPA Housing Agreement
Digital Freeway Sign Proposal(s)
Spring Lake Infrastructure Financing Plan Fee Update
Ordinance Amendment – Above-ground Storage Tanks

FEBRUARY 2nd — REGULAR MEETING — REPORTS DUE 1/19

SRF Loan Approval – Recycled Water Project
Contract Award – Recycled Water Project
General Plan: Policy Study Session – (TBD)

FEBRUARY 16th — REGULAR MEETING — REPORTS DUE 2/2

Mid-Year Budget Update

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
Medicinal Marijuana – New State & Local Regulatory Framework
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

300 First Street
Woodland, CA 95695

Legislation Text

1.

File #: 16-247, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 3, 2015 and November 17, 2015.

Staff Contact

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

Paul Navazio, City Manager

Attachments

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, November 3, 2015

6:00 PM

Council Chambers

City Council

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

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Council Member Jim Hilliard, Council Member Sean Denny, Council Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William Marble

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by the Chairman of the Planning Commission Kirby Wells.

D. COMMUNICATIONS-PUBLIC COMMENT

None.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

16-190 SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

16-182 SUBJECT: Commission on Aging Meeting Minutes for September 10, 2015

Recommendation for Action: Staff recommends that the City Council receive the September 10, 2015 Commission on Aging Minutes that were approved on October 15, 2015.

Received the Commission on Aging Meeting Minutes of September 10, 2015.

16-187 SUBJECT: Parks & Recreation Commission Meeting Minutes for September 28, 2015

Recommendation for Action: Staff recommends that the City Council receive the September 28 Parks & Recreation Commission Minutes that were approved on October 26, 2015.

Received Parks & Recreation Commission Meeting Minutes of September 28, 2015.

G. MINUTES

1. 16-188 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of October 6, 2015 and October 20, 2015.

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members adopted the Joint Regular City Council/Woodland Finance Authority meeting Minutes of October 6, 2015 and October 20, 2015.

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

H. PRESENTATIONS

2. 16-189 SUBJECT: Woodland Public Library Annual Report 2014-2015

Recommendation for Action: Staff recommends that the City Council receive the Woodland Public Library Annual Report 2014-2015 presented by the Woodland Public Library Board of Trustees.

Council Members received the 2014-2015 Woodland Public Library Annual Report by Woodland Library Board of Trustee Member Gloria Rodriguez.

I. CONSENT CALENDAR

No Consent Calendar Items

K. REPORTS OF THE CITY MANAGER

This item was taken out of order so that the remainder of the agenda could be devoted to the General Plan item.

4. 16-153 SUBJECT: Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15; Approve Contract Amendment No. 3

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #3 to the consultant services agreement with MBK Engineers for Engineering Consulting Services for the Floodsafe Yolo/Cache Creek Feasibility Study, CIP 09-15, for an additional amount up to $250,000 through December 31, 2016.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard and carried unanimously, Council Members approved RESOLUTION NO. 6551,

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH MBK ENGINEERS FOR ENGINEERING CONSULTING SERVICES.

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

J. PUBLIC HEARINGS

3. 16-177 SUBJECT: Public Hearing: Update and Action on General Plan Update 2035

Recommendation for Action: Staff recommends that the City Council take action on this item, as follows:

1. Public hearing
a) Receive report from staff.
b) Conduct public hearing.

2. Land Use Map:
a) Review and accept the attached Draft Proposed Land Use Exhibit (Attachment A) for use in writing the Draft General Plan.

b) Review and accept the attached Draft Proposed Land Use Designations (Attachment B) for use in writing the Draft General Plan.

3. General Plan Preparation:
a) Direct the General Plan team to commence writing the Draft General Plan.

4. Environmental Review and Analysis:
a) Review and accept the identified General Plan and Environmental Impact Report (EIR) Alternatives as identified in the Summary of Alternatives and EIR Framework (Attachment C) for use in writing the Draft General Plan and EIR.

5. Contract:
a) Authorize the City Manager to execute a contract amendment with Dyett and Bhatia in an amount not to exceed $120,000, for the purpose of preparing the additional General Plan and EIR alternatives analysis.
b) Authorize the City Manager to execute a budget adjustment for this purpose.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard and carried unanimously, Council Members approved each of the staff recommendations.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members approved a motion in support of

preserving prime farmland and agricultural jobs.

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

L. ADJOURNED AT 7:31P.M.

Respectfully submitted by,

Ana B. Gonzalez, City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, November 17, 2015

6:00 PM

Council Chambers

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
NOVEMBER 17, 2015
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Council Member Jim Hilliard, Council Member Sean Denny, Council Member Angel Barajas, Mayor Tom Stallard and Mayor Pro Tem William Marble

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance and Invocation led by Bishop Bill Wagnon with the Latter Day Saints.

D. COMMUNICATIONS-PUBLIC COMMENT

None

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

16-229 SUBJECT: Long Range Calendar

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

Council Members considered placing an item on a future agenda related to "Elected Mayor".

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.

Received the Community Development Department's Quarterly 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.

Accepted the Public Safety Department Quarterly Status Report for July 2015 through September 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.

Approved RESOLUTION NO. 6552, 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.

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.

Received the Waste Management 2016 rate adjustment information and accedpted as complete and adequate.

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.

Approved the second amendment to the July 1, 2011 franchise agreement with Waste Management.

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.

Approved RESOLUTION NO. 6553, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #2 WITH BROWN AND CALDWELL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES.

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).

Adopted new job classification of Water Systems Administrator (Range 141) and approved the position bewing placed in the Mid-Management Professional Association (MMPA).

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.

Adopted RESOLUTION NO. 6554, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE SUPERVISORS ASSOCIATION

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.

Accepted the quarterly Treasurer's Investment Report for the quarter ended September 30, 2015.

On a motion by Council Member Denny, seconded by Council Member Barajas and carried unanimously, Council Members approved Consent Calendar Items No. 1 through 9.

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

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.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted RESOLUTION NO. 6555, 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) PROJECT.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted RESOLUTION NO. 6556, 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) PROJECT.

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

and carried unanimously, Council Members adopted RESOLUTION NO. 6557, 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) PROJECT.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted RESOLUTION NO. 6558, 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) PROJECT.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted RESOLUTION NO. 6559, 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) PROJECT.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted RESOLUTION NO. 6560, 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) PROJECT.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted RESOLUTION NO. 6561, 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) PROJECT.

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

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.

2.) On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted the Initial Study/Negative Declaration prepared for the Sign Ordinance Amendment as the appropriate level of environmental review for the project.

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

3). On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members introduced and waived the first reading of an Ordinance regarding Digital Freeway Signs within the City of Woodland and revising the ordinance to provide a minimumd of five (5) percent time for public notices under Section 5. (B) ix.

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

4.) Adopted RESOLUTION NO. 6562, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING A NEGATIVE DECLARATION FOR THE SIGN ORDINANCE AMENDMENT PROJECT TO ADD REQUIREMENTS AND REGULATIONS REGARDING DIGITAL FREEWAY SIGNS WITHIN THE CITY OF WOODLAND.

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

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.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard and carried on a 4-1 vote, Council Members introduced and waived first reading of an ordinance amending water service rates adopted by Ordinance No. 1540 to become effective on January 1, 2016 and authorized replacing the scheduled 17% rate adjustment with an increase of 9.5% effective January 1, 2016.

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

Nayes: 1 - Council Member Denny

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.

Received an informational report that represents the quqarterly budget update - including audited FY2014/15 year-end results as well as revenues and expenditures through first quarter of FY2015/16 through September 30, 2015.

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.

Staff will start the process and evaluate options and bring this item back to the Council in January of 2016 for a full discussion and further direction for consideration of a possible November 2016 Ballot Measure to renew/extend the City's Local 1/2 cent sales tax - Measure E.

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

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.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted RESOLUTION NO. 6563, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AN AGREEMENT AND MEMORANDUM OF UNDERSTANDING.

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

I. ADJOURNED at 8:32PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

Legislation Text

2.

File #: 16-198, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015
SUBJECT: "Tree City USA" Recertification

Recommendation for Action: Staff recommends the City Council approve Resolution No. ________ authorizing the submission of a "Tree City USA" application packet certifying the City of Woodland as a "Tree City USA" for 2015.

Staff Contact

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

Council Goal

To be designated as a "Tree City USA" for our continued efforts in the expansion and preservation of our urban forest.

Fiscal Impact

None

Report in Brief

The City of Woodland has a long standing history of being recognized as the City of Trees; this is largely due to our commitment to the wellbeing of the City's urban forest. Our diligence doesn't go unrecognized; every year since 2000 we have been identified as a "Tree City USA" - a label that exudes the level of effort we apply to our urban forest. It is now time to once again recertify the City of Woodland as a "Tree City USA" from the National Arbor Day Foundation.

Background

The "Tree City USA" program is sponsored by the National Arbor Day Foundation in cooperation with the USDA Forest Service and the National Association of State Foresters. Woodland was designated as a "Tree City USA" for the first time in 2000 and has been recertified every year since.

A community's public image is a very real phenomenon and important in many ways. Being a "Tree City USA" helps present the kind of image that most citizens want to have for the place they live or conduct business. The "Tree City USA" signs that are placed at our community entrances tell visitors that here is a community that cares about its environment. It is also an indication to prospective businesses that the quality of life may be better here. It has even been known to be a factor in where meetings or conferences have been held.

Preference is sometimes given to "Tree City USA" communities over other communities when allocations or grant money is made available for trees or forestry programs. The reason is that there are invariably more requests than available funds when grants become available through state or federal agencies. If requests are equally worthy, some officials tend to have more confidence in communities that have demonstrated the foresight of becoming a "Tree City USA."

To be eligible for "Tree City USA" certification cities must have:

1. A Tree Board or Department
2. A Community Tree Ordinance
3. A Community Forestry Program with an annual budget of at least $2 per capita
4. An Arbor Day Observance and Proclamation

The City meets the above standards in 2015 by employing staff in the Urban Forestry Group of the Public Works Department, supporting the Parks and Recreation Commission, having a tree ordinance, having a tree budget of $470K, and celebrating Arbor Day.

Discussion

Support of this recertification would reflect the City's continuing commitment to our urban forest and the quality of life that these assets provide the community. Recertification also supports Woodland's heritage as the "City of Trees."

Commission/Committee Recommendation

"Tree City USA" recertification is supported by the Parks and Recreation Commission.

Conclusion

Staff recommends the City Council approve the attached resolution authorizing the submission of a "Tree City USA" application packet certifying the City of Woodland as a "Tree City USA" for 2015.

Prepared by: Robert G. Sanders
PW Deputy Director
Reviewed by: Gregor G. Meyer
PW Director

Paul Navazio
City Manager

Attachment: Resolution

RESOLUTION NO. __________

A RESOLUTION OF THE CITY OF WOODLAND AUTHORIZING THE SUBMISSION OF A "TREE CITY USA" APPLICATION PACKET CERTIFYING THE CITY OF WOODLAND AS A "TREE CITY USA" FOR 2015

WHEREAS, the National Arbor Day Foundation, in cooperation with the U. S. Forest Service and the National Association of State Foresters, recognizes towns and cities across America that meet the standards of the "Tree City USA" program; and

WHEREAS, trees reduce the erosion of topsoil, cut heating and cooling costs, moderate temperature, clean the air, produce oxygen, provide habitat for wildlife, and beautify our community; and

WHEREAS, the Woodland Parks and Recreation Commission was established by City Ordinance "to act in an advisory capacity in matters pertaining to the planting and maintenance of trees growing on public property; and

WHEREAS, the City of Woodland supports Arbor Day activities to promote public awareness of the tremendous value of trees as a renewable resource in our community; and

WHEREAS, the City of Woodland proudly embraces its reputation as "The City of Trees;" and

WHEREAS, the City of Woodland was honored with the designation of "Tree City USA" for the first time in 2000, and has been recognized as a "Tree City USA" every year since.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council of the City of Woodland authorizes the submission of a "Tree City USA" application packet certifying the City of Woodland as a "Tree City USA" for 2015.

PASSED AND ADOPTED by the City Council this 1st day of December 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

Legislation Text

3.

File #: 16-234, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Appoint Council Member to Sacramento-Yolo Mosquito and Vector Control District Board

Recommendation for Action: It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2017.

Background Information

The City of Woodland holds a seat on the Sacramento-Yolo Mosquito and Vector Control District Board. On December 13, 2013, Council appointed Council Member Denny to serve a two year term ending December 21, 2015.

In 1915, the California Legislature adopted the "Mosquito Abatement Act" (now incorporated into the State Health and Safety Code, Chapter 5 of Division 3) which formed the basis for the creation, function and governing powers of Mosquito Abatement Districts.

The Health and Safety Code provides for appointments up to four years as follows:

"The first term of any member shall not exceed two years. Each subsequent consecutive reappointment, if any, may be for a term of two or four years, at the discretion of the appointing power."

On June 18, 1946, the Sacramento County-Yolo County Mosquito Abatement District was formed by joint resolution of the Board of Supervisors for Sacramento and Yolo Counties. The driving force behind the formation of the District was the need for the protection against mosquito-borne diseases and relief from serious pest nuisance.

In July of 1990, the District Board voted by resolution to change the name of the District to the Sacramento-Yolo Mosquito and Vector Control District to better reflect the expanded services and responsibilities the District assumed regarding ticks, yellow jackets and other vectors.

The District is governed by a Board of Trustees, each representing one of the incorporated cities and/or one of the counties within the District's boundaries. Each Trustee is appointed by a City Council Member or by the County Supervisors. Board meetings are held at 1:15 p.m. on the third Tuesday of each month in Elk Grove.

Conclusion

It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-

Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2017.
Prepared by: Ana B. Gonzalez
City Clerk

Paul Navazio, City Manager

Legislation Text

4.

File #: 16-210, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Increase the Fiscal Year 2015/2016 Literacy Program Budget by $19,918

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from $82,491 to $102,409, a total increase of $19,918 in support of additional literacy program costs.

Staff Contact

Greta Galindo, Woodland Public Library Director, 530-661-5980;
Greta.galindo@cityofwoodland.org

Council Goal

Quality Of Life - Identify opportunities to restore funding to expand recreation programs and library services.

Fiscal Impact

The $19,918 total increase the Literacy Program Budget is due to two reasons:

1. The Woodland Public Library Program has increased enrollment of adult students from 25 students to 65 students necessitating the purchase of additional supplies, curriculum, computers, and materials.
2. The Woodland Public Library Literacy Program has increased program offerings, including family literacy programs and online high school diploma programs.

The additional funding is fully funded through existing Literacy Program revenues. The estimated Literacy Program revenue for Fiscal Year 2015/2016 is $102,409. The current Literacy Program revenue is $76,000.

Discussion

The City Council approved the Fiscal Year 2015/2016 Literacy Program Budget of $82,491 is based on estimates of California State Library Funding for the library literacy programs. The California State Library received additional funding from the State of California that was not anticipated when developing the Fiscal Year 2015/16 Literacy Program Budget. These additional funds are in support of the increased programming.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from $82,491 to $102,409, a total increase of $19,918 in support of additional literacy program costs.

Prepared by: Greta Galindo, Library Services Director

Paul Navazio

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2015/16 LITERACY PROGRAM BUDGET

WHEREAS, the City of Woodland staff wishes to increase the Fiscal Year 2015/2016 Literacy Program Budget appropriation from $ 82,491 to $102,409; and

WHEREAS, the additional funding is fully funded through existing Literacy Program revenues, fund 301, and the estimated Literacy Program revenue for Fiscal Year 2015/16 is $102,409, and the current Literacy Program revenue is $76,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the Literacy Program Budget appropriation shall be increased to $102,409.

PASSED AND ADOPTED by the City Council this 1st day of December, 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

5.

File #: 16-242, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015
SUBJECT: Budget Appropriation Approval for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and to the HOME Grant Fund (323) and authorize staff to amend the budget as necessary: (1) $73,412 in BEGIN Program Income and (2) $15,000.00 in CalHOME Program Income for a total appropriation of $88,412 to Fund 324; (3) $413,065 in HOME Program Income for a total appropriation of $417,065 to Fund 323. Additional appropriations will be used to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

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

Fiscal Impact
There is no impact to the General Fund. The expenditures for the loans and housing consultant costs are covered by repaid BEGIN, CalHOME, and HOME housing loans (program income).

Background
The City has received several CalHOME, BEGIN, and HOME grants since the 1990s to fund first time homebuyer assistance and affordable housing project loans. Although the City does not have a current housing grant, the repayment of approximately $500,000 in housing loans during Fiscal Years 2015 (BEGIN and HOME funds) and 2014 ($15,000 in CalHome funds) has enabled the City to re-start its first time homebuyer loan assistance program.

The first time homebuyer loan assistance program provides second loans (gap funding assistance) for households earning no more than 80% of the countywide median household income, adjusted for household size. Repayment of each loan is deferred for up to 30 years or upon resale, whichever occurs first. The City charges interest at the rate of 3% simple and begins to forgive accrued interest after 21 years of home ownership. There is an owner-occupancy requirement and the City annually monitors this as well as proof of homeowner insurance.

This year the City executed a professional services agreement with NeighborWorks of Sacramento in the not to exceed amount of $30,000 to provide first time homebuyer down payment and mortgage assistance program services. NeighborWorks has completed the income determinations, loan underwriting, and preparation of loan documents for the City's first time homebuyer loan assistance program since 2008. CalHOME, BEGIN, and HOME program income funds will cover the cost of NeighborWorks' services. NeighborWorks is working with a family who is expected to complete a home purchase with City first time homebuyer loan assistance later this month. In addition, City staff is working with an additional thirteen families who are interested in receiving City loan assistance.

Discussion

Existing financial sources (BEGIN, CalHOME, and HOME program income) are being used to fund the first time homebuyer loan assistance and the City's housing consultant costs.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and to the HOME Grant Fund (323) and authorize staff to amend the budget as necessary: (1) $73,412 in BEGIN Program Income and (2) $15,000.00 in CalHOME Program Income for a total appropriation of $88,412 to Fund 324; (3) $413,065 in HOME Program Income for a total appropriation of $417,065 to Fund 323. Additional appropriations will be used to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

Public Contact

Posting of the City Council agenda.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio
City Manager

Attachment
Resolution No.

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING APPOPRIATIONS FOR THE CITY'S FIRST TIME HOMEBUYER LOAN ASSISTANCE PROGRAM

WHEREAS, the City has provided first time homebuyer loan assistance for families that do not earn more than 80% of the countywide median household income, adjusted for household size, since approximately 2002; and

WHEREAS, the repayment of CalHOME, BEGIN, and HOME housing loans during Fiscal Year 2014/15 and 2013/14 has provided the City with the necessary financial resources to restart its first time homebuyer loan assistance program.

NOW THEREFORE BE IT RESOLVED, that the City of Woodland approves the following appropriations: (1) $73,412 in BEGIN Program Income (Fund 324), (2) $15,000.00 in CalHOME Program Income (Fund 324), and (3) $413,065 in HOME Program Income (Fund 323) to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

BE IT FURTHER RESOLVED, the City of Woodland authorizes staff to amend the budget as necessary.

PASSED AND ADOPTED this 1st day of December 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

File #: 16-231, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Second Reading of Ordinance No. _____, Amending Water Service Rates as Previously established by Ordinance No. 1540

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Ordinance No. _____, amending water service rates previously established by Ordinance No. 1540 to be effective January 1, 2016; and
2) Authorize replacing the scheduled 17% rate adjustment with an adjustment of 9.5%, effective January 21, 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.

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 rates were adopted after providing required Proposition 218 noticing, accepting and counting protest letters, and holding a public hearing on April 17, 2012. The approved increases provided for four rate adjustments of 17% each January from 2013 through 2016.

Prior to the January 2016 17% planned water rate adjustment, staff wanted to update the water rate analysis to determine an appropriate adjustment for 2016 that would also allow a smooth rate transition into the next five-year period.

Staff worked with Shawn Koorn of HDR Engineering, Inc. to update the previous analysis to include actual construction costs for the Davis-Woodland Surface Water Supply Project and actual construction costs for the Woodland local surface water projects. The State Revolving Fund debt service has been included, replacing traditional bond financing assumed in the 2012 Study. Additionally, City engineering staff has updated the proposed Capital Improvement Program to include two additional Aquifer Storage & Recovery Wells and an increase in annual water pipeline renewal and replacement projects. Updated water consumption data was included in the analysis reflecting reduced water production resulting from city-wide water metering and the on-going drought. Adjustments to annual revenue projections from the introduction of a recycled water program have also been included.

After considering all of these factors, HDR, staff and the Water Utility Advisory Committee (WUAC) felt confident recommending a reduction to the previously approved January 2016 water rate adjustment from 17% to 9.5% and believe 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.

Discussion

On November 17, 2015, the City Council reviewed and discussed the proposed rate adjustment of 9.5% for January 1, 2016. The proposed Ordinance was introduced and the 9.5% rate adjustment approved pending second reading of the Ordinance.

If Council adopts the proposed Ordinance, it will go into effect on January 1, 2016, 30 days from adoption. This will allow January water consumption to be billed at the adjusted rate.

Commission/Committee Recommendation

On November 4, 2015, the WUAC 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 scheduled 17% rate increase to a 9.5% rate adjustment, believing that it fully meets the City's needs and the reduction will effectively pass on realized savings to the city's water utility customers.

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) Adopt Ordinance No. _____, amending water service rates previously established by Ordinance No. 1540 to be effective January 1, 2016; and
2) Authorize replacing the scheduled 17% rate adjustment with an adjustment of 9.5%, effective January 21, 2016

Prepared by: Lynn Johnson, Senior Management Analyst

Paul Navazio, City Manager

Attachment: 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

300 First Street
Woodland, CA 95695

Legislation Text

7.

File #: 16-239, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Second Reading of 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

Recommendation for Action: Staff recommends that the City Council 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 (**Attachment A**).

Staff Contact

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

Fiscal Impact

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

Background

At its November 17, 2015 meeting, the City Council introduced and waived the first reading of an ordinance 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. Council directed staff to include additional ordinance language pertaining to potential conflicts between the installation of digital freeway signs and the future Interstate 5/State Route 113 direct connect interchange project, as well as to specify that the city shall be entitled to *a minimum* of five percent (5%) of total advertising time for display of city-sponsored events/programs.

In response, the following language has been incorporated into the ordinance amendment:

(A) Location.

(B) Development Standards.

ix. Community Messaging. The City shall be provided with access to a minimum of five percent (5%) of the total available display time to allow the City to present messages of community interest…

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

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.

Prepared by: Erika Bumgardner, Senior Planner

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

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Ordinance of the City Council

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.

The location of digital freeway signs shall be verified by the City Engineer to ensure no conflict exists between the location of the proposed sign and the Interstate 5/State Route 113 direct connect interchange project as identified in the Cal Trans Project Report dated April 6, 2000 or as otherwise amended or updated by Cal Trans or the City. Updates shall include the development of project plans. When reviewing for conflicts, the City Engineer will review for physical conflicts as well as visual conflicts.

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 a minimum of 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

Legislation Text

8.

File #: 16-204, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Annual Measure V Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:

1) Approve the Annual Measure V Report for Fiscal Year Ending June 30, 2015; and
2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

Staff Contact

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

Council Goal

This recommendation is consistent with the City's goals for fiscal responsibility and governance. Annual reporting of revenues and expenditures for a voter-approved supplemental sales tax provides enhanced accountability and transparency to the community.

Fiscal Impact

This is an informational report, and therefore has no direct fiscal impact. However, the report provides an accounting of the use of approximately $575,000 in Measure V (1/4 cent sales tax) revenues collected during fiscal year 2014/15. This was the final installment of MSV and represents one quarter of the fiscal year. All other ¼ cent revenue for FY2014/15 is considered revenue generated from Measure J (MSJ), the 8-year extension of the ¼ cent sales tax approved June 3, 2014.

Background

In 2010 the City Council authorized placing a ¼ cent sales tax before the voters in order to avoid proposed budget reductions to the City's library, parks & recreation and public safety programs. This was in the midst of a prolonged recession when the city was facing an estimated $6 million deficit. MSV was submitted to the voters as a means to raise ~$2 million annually, for four years in order to avoid some of the most impactful service cuts, including closing the Woodland Library and further reductions in police and fire personnel. In the June 8, 2010 election, Measure V (MSV) was approved with 55% of the Woodland vote. Companion advisory measures S, T and U were also approved by overwhelming margins. The companion measures were intended to guide the City Council in the allocation of the resources generated by MSV for the library, public safety and parks & recreation as follows:

- Measure S, approved by 65.5% of voters, provides 30% of the additional sales tax received for the Woodland Public Library to restore educational and literacy programs and maintain operating hours at 54 hours per week;
- Measure T, approved by 64.3% of voters, provides 30% of the additional sales tax for Woodland Parks & Recreation Department to maintain current levels of park and public landscape maintenance and senior citizen programs;
- Measure U, approved by 66.4% of voters, provides 40% of the additional sales tax for Public Safety services within the Woodland Police Department and Woodland Fire Department to maintain the current number of sworn police officers and firefighters.

Discussion

According to the MSV advisory measures, the additional annual income generated by the sales tax measure was to be allocated by the prescribed percentages as approved by voters. It is important to note that the original expenditure reductions associated with the Library, Parks & Recreation, and Police and Fire were far greater than what MSV could fix. The sales tax measure by itself with a projection of $1.75-$2.0 million in annual revenue could not make up the entire difference; therefore the percentage allocations do not exactly match the advisory measures.

Since the Library was originally proposed for closure, the full amount needed to keep the Library open has come from proceeds from MSV for the past few years consistent with Measure S. The General Fund is now contributing additional funding for the Library above its MSV allocation. We are close to the 40% allocation for public safety which is consistent with Measure U. The remaining MSV allocation for Measure T follows the general intent of the advisory measure including funding the position for the Senior Center program, keeping Brooks Pool open during the winter, and funding the administrative support position for the Community and Senior Center.

The table below shows the planned and actual allocation of MSV for the first quarter of FY 2014/15:

Department	Advisory Measures	Approved MSV Spending for FY 14/15	% of Total Revenue Estimate	Actual MSV Revenue for FY 14/15	% of Actual Revenue	TOTAL MSV Allocation Since Inception	% of Total Since Inception
Library	30%	$ 169,476	30%	$ 172,461	30%	$4,121,281	50%
Parks & Rec	30%	$ 169,476	30%	$ 172,461	30%	$1,068,783	13%
Police & Fire	40%	$ 225,968	40%	$ 229,948	40%	$3,050,326	37%
TOTAL		$ 564,920		$ 574,870		$8,240,390	

The four years of MSV revenue totaling more than $8.2 million provided budget stabilization and allowed the city time to work towards long-term fiscal stability. During the four years the city implemented numerous budget reduction and restructuring initiatives including:

- Reducing city staff by more than 100 positions;
- Repaying funds borrowed in past years from other funds to balance the General Fund deficit;
- Providing funding contributions and supporting annual funding toward the city's unfunded liabilities;
- Restructuring and renegotiating labor agreements to reduce city costs and share long-term risks with employees;
- Implementing pension reform through lower benefits for all new hires and increasing retirement contributions for all employees;
- Refinancing debt obligations to reduce overall debt service costs; and
- Restoring prudent reserves.

The four - year, ¼ cent supplemental transactions and use tax expired September 30, 2014 and has been replaced with a voter-approved eight-year, ¼ cent supplemental transactions and use tax, MSJ. This is the final annual report for MSV.

Conclusion

Staff recommends that the City Council 1.) Approve the Annual Measure V Report for Fiscal Year Ending June 30, 2015 and 2.) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

File #: 16-205, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Annual Measure J Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:

1) Approve the Annual Measure J Report for Fiscal Year Ending June 30, 2015; and
2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

Staff Contact

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

Council Goal

This recommendation is consistent with the City's goals for fiscal responsibility and governance. Annual reporting of revenues and expenditures for a voter-approved supplemental sales tax provides enhanced accountability and transparency to the community.

Fiscal Impact

This is an informational report, and therefore has no direct fiscal impact. However, the report provides an accounting of the use of approximately $1.7 million in Measure J (1/4 cent sales tax) revenues collected during the last three quarters of fiscal year 2014/15 beginning October 1, 2014, coinciding with the expiration of Measure V.

Background

In January 2014 the City Council authorized placing the reauthorization of a ¼ cent sales tax before the voters for the June 2014 election. Measure J (MSJ) was approved with 68% of the Woodland vote. Companion advisory measures K, L, M and N were also approved by overwhelming margins. The companion measures were intended to guide the City Council in the allocation of the resources generated by MSJ for general city services, programs and facilities for a period of eight years as follows:

- Measure K, approved by 65.5% of voters, provides 60% of the additional sales tax received to expand and enhance youth and teen programs and facilities;
- Measure L, approved by 66.4% of voters, provides 20% of the additional sales tax for the Woodland Public Library to enhance educational and youth literacy programs and expand hours of operation;

- Measure M, approved by 70.1% of voters, provides 15% of the additional sales tax to enhance public safety through expanded crime prevention programs such as Neighborhood Watch and services supporting at-risk youth including gang intervention strategies;
- Measure N, approved by 53.6% of voters, provides 5% of the additional sales tax to support a city water and sewer utility ratepayer assistance program for low-income residents.

Discussion

The goals/objectives of MSJ are to expand activities for youth and teens; increase literacy and academic achievement; enhance public safety; provide dedicated funding for the Utility Assistance Program; and to encourage youth engagement through a variety of new programs. Throughout FY 2015, new programs and services were developed and offered to the community in the following areas:

Youth Programming

- Afterschool programs at both middle schools
- Clubs/leagues for middle school youth during the summer
- Purchase and deployment of a Rec Van to area parks for games and activities
- Waive Per-player fees for youth sports

Library Programming

- Increased hours of operation from 44 hours a week to 51 hours per week
- Created new children and teen programming
- Expanded children and teen collection including current print and electronic material

Crime Prevention

- Restored crime prevention program including Neighborhood Watch program
- Launched Police Department Nextdoor.com website to better enable department communication with community members
- Expanded Volunteers in Policing program
- Restored youth diversion program

Actual MSJ revenue received was $1,724,611, 2% higher than budgeted. The table below shows the planned and actual allocation of MSJ for FY 2015:

Advisory Measure Categori		FY 2014/15 Approved Mea Spending Plan		FY2014 / 15 Actuals Expenditures	Encumbrances	Totals	%
Youth Programming	60%	$ 653,417	58%	$ 363,703	$ 20,122	$ 383,825	50%
Library Programming	20%	302,750	27%	252,671	50,939	303,610	40%
Crime Prevention / Youth-At-Risk	15%	100,000	9%	49,832	-	49,832	7%
Utility Rate-Payer Assistance	5%	75,000	7%	25,380	-	25,380	3%
	100%	$ 1,131,167	100%	$ 691,586	$ 71,061	$ 762,647	100%
Unallocated (TBD)		*563,591*					
Totals		$ 1,694,758					

MSJ revenue that was unallocated and/or unspent will remain as fund balance for additional programming opportunities in future years. The amount of Measure J reflected in the year-end fund balance as of June 30, 2015 was $961,963.

Conclusion

Staff recommends that the City Council 1.) Approve the Annual Measure J Report for Fiscal Year Ending June 30, 2015 and 2.) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

File #: 16-203, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Annual Measure E Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:

1) Approve the Annual Measure E Report for Fiscal Year Ending June 30, 2015; and
2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

Staff Contact

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

Council Goal

This recommendation is consistent with the City's goals for fiscal responsibility and governance. Annual reporting of revenues and expenditures for a voter approved supplemental sales tax provides enhanced accountability and transparency to the community.

Fiscal Impact

This is an informational report, and therefore does not result in any fiscal impact; however, the report provides an accounting of the Measure E (1/2 cent sales tax) receipts and expenses for the fiscal year ending June 30, 2015. Per City Council direction, the Measure E spending plan is reviewed by Council annually, in advance of the development of the City's capital budget.

Background

On June 6, 2006, the Woodland voters approved Measure E (MSE), 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 MSE would be spent:

- Measure B, approved by 66.8% of voters, allocated a minimum of $30.2 million or 45% of MSE for road rehabilitation;
- Measure C, approved by 69.37% of voters, approved funding for Community and Senior Center Phase II, Sports Park and renovation and improvements of parks, recreation facilities and pools;
- Measure D, approved by 53.4% of voters, approved funding for expansions of the Library, City Hall

and the Opera House.

On February 6, 2007, the City Council adopted the initial MSE spending plan, which provided the allocation of total anticipated MSE revenues in a manner consistent with legal restrictions, advisory measures, and Council policy direction. Included with the spending plan was a resolution calling for preparation of an annual financial report and an updated bi-annual spending plan. The first annual financial report was provided to Council in September 2007 and subsequently each year with the most recent financial report presented on December 16, 2014. The Council adopted a revised MSE spending plan at the March 17, 2015 meeting.

Discussion

The following table includes a summary of the budget uses as adopted in the 2015 MSE spending plan, and the FY 2015 expenditures. Final revenues from MSE sales tax for FY 2015 were $4,629,300, which is about 6% more than what was anticipated.
Additionally, the City received $272,837 credited back to MSE for the sale of the State Theatre property.

Project Description	Approved Spending Plan Total Budget	Life to Date Expenditures	FY 2014/15 Expenditures
Rehabilitation, Renovation & Improvements			
Roads	$ 20,755,717	$ 9,811,730	$ 2,230,631
Parks/Ball Fields/Pool	$ 4,645,409	$ 4,519,836	$ 177,426
Library Repair	$ 273,688	$ 273,688	$ -
Opera House/State Theater	$ 1,343,716	$ 910,795	$ 54,080
Construction Projects			
Community & Senior Center Ph. II/Sports Park	$ 7,255,105	$ 6,431,047	$ 359,500
Library Facility Improvements	$ 600,000	$ 11,344	$ 11,344
Civic Center Expansion	$ 329,455	$ 329,455	$ -
Reserve	$ 1,676,980	$ -	$ -
Long Term Loan for Debt Servcie on CSC/Sports Park	$ 12,340,844	$ 7,155,232	$ 1,339,868
TOTAL	$ 49,220,914	$ 29,443,127	$ 4,172,849

Note: Bond proceeds are not included as revenue, nor are the expenditure of those proceeds included in the life to date or FY 2015 expenditure amounts. The expenditure amounts in this table represent the debt service for those bonds, which is the accurate expense of MSE funds for those projects. The project overhead amounts are included in the amount shown for roads.

Conclusion

Staff recommends that the City Council 1.) Approve the Annual Measure E Report for Fiscal Year Ending June 30, 2015 and 2.) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

File #: 16-241, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Accept the AB1600 Development Impact Fees Annual Report for the Fiscal Year Ended June 30, 2015

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the year ended June 30, 2015

Staff Contact

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

Council Goal

This recommendation is consistent with the City's goals for fiscal responsibility and governance. Annual reporting of revenues and expenditures related to development impact fees provides enhanced accountability and transparency to the community.

Fiscal Impact

There is no fiscal impact related to approving the AB1600 Annual Report. All revenues and expenses have been recorded and expended according to Government Code Section 66006.

Report in Brief

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the public agency (City Council) within 180 days of the close of a fiscal year.

Background

In 1978, following the passage of Proposition 13, many cities began charging fees on new development to fund public improvements and services such as streets, park facilities, sewers and storm drains. These fees are commonly known as development impact fees. In order to ensure that these fees are spent in a timely manner and on projects for which they were collected, the State Legislature passed a bill known as AB1600 (Mitigation Fee Act). This bill applies to developer fees which were increased or imposed on or after January 1, 1989. AB1600 enacts Government Code Sections 66000-66008 which generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees, and establish a "nexus" or connection between a development project or class of projects and the public improvement that will be financed with the fee.
2. The fee revenue must be segregated from the general fund in order to avoid commingling of public improvement fees and the general fund.
3. If a jurisdiction has had possession of a developer fee for five or more years and has not committed the money to a project or spent the money, then it must make findings describing the continuing need for that money. In addition, an annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers for loans from the fee account. This report is to be reviewed by the local agency assessing the fees.
4. If a local jurisdiction cannot make the findings required under paragraph three (3), the City must refund the fees collected.

Discussion

The City of Woodland development fees covered by AB1600, and documented in the attached report, include the following:

- General City impact fee
- Parks and Recreation impact fee
- Police impact fee
- Fire protection impact fee
- Library impact fee
- Surface Water impact fee
- Storm Drainage impact fee
- Road impact fee
- Water impact fee
- Wastewater impact fee

Staff examined each of the funds for the impact fees listed above to determine if any development fees remain unexpended five years or more after receipt and are subject to refund. Based on our analysis, no refunds are due. Unexpended fund balances represent fees collected for respective Council approved projects which will be financed and implemented when financially feasible or practical.

This is the fourth year of reporting for the Surface Water impact fee which was adopted by Council on June 21, 2011. This impact fee will not show direct project expenditures, but will be used to pay down long-term debt associated with the Surface Water Supply Project in the coming years. This impact fee allows for the development community to pay their fair share of the capacity designed within the Surface Water Supply project to support future growth in the community. For FY2015, we collected approximately $531,000 from this impact fee.

The nature of AB1600 funds is such that timing of receipt of revenues and construction of the related capital projects rarely coincide. Ideally, revenues will be collected over time and accumulated until a development related project is needed; in years of construction, accumulated reserves will be used up. For many years it was the City's practice to construct projects in advance of collecting sufficient funds through borrowing from other city funds, or by issuing long term external debt. This practice has resulted in some of the AB1600 funds operating with very large deficit balances. In response to the financial imbalances, the City adopted a Budget & Fiscal Policy in 2009 that states:

- Discontinue the practice of internal borrowing between enterprise and categorical funds; funding for capital projects must be determined based on the available resources within each fund to meet its cash payment or debt service requirements and strategies to balance each fund and implement fund integrity should be continued.
- Discontinue the practice of issuing bonds or desired capital improvements based on projected development and the collection of impact fees associated with development. This source of revenue is dependent on the level of economic activity within the region and is uncertain and unstable.

While expenditures on major capital projects have been delayed or altogether cancelled in the Capital Improvement Plan, the City is still required to pay continuing annual debt service for debt that was secured by impact fee revenues prior to the adoption of the Budget & Fiscal Policy. In addition, the City's AB1600 impact fee revenues have been very volatile due to the unpredictability in residential and commercial development these past seven years. Further complicating the revenue/expenditure imbalance is the significant reduction of the development impact fees that occurred in December 2008.

Development fee revenues for FY 2015 have increased 47% since last year and are four times higher than they were five years ago. For the first time since 2008, our revenues are higher than our on-going expenses for debt service and project costs. Although this is great news, it is important to note that our development impact fee revenue is still half of what it was in 2008.

For FY 2015, total revenues from the AB1600 funds exceeded expenditures by approximately $2.2 million. This positive balance is due to an increase in housing development, lower debt service payments due to refunding, and very conservative programming of capital improvement projects that utilize impact fees. There are two impact fee funds that continue to run large deficit balances, the sewer and park development fee funds. To date, Measure E has loaned the park impact fee fund more than $7 million to cover debt service related to the construction of the Community & Senior Center and Sports Park facilities. Eventually, as development continues, the park development fee fund will need to reimburse Measure E for the long-term loan.

The other fund with a large imbalance is the wastewater development fund which also has significant on-going obligations related to debt service payments. Although we continue to track the debt service owed by the wastewater development fund, the sewer rates approved by Council in November 2013 are sufficient to cover this on-going debt service requirement until such time as the wastewater development fund can pay its share of debt service and begin repayment to the sewer enterprise fund. With the adopted sewer rates in place, we have been able to refund the outstanding debt to a lower interest rate thus reducing the overall cost of debt service.

The other funds with deficit balances are the police, fire, storm drainage and road development fee funds. With the exception of storm drainage, all of these funds improved in FY2015. With continued new development and contained spending, we will continue to make progress towards bringing these funds into balance.

We have begun reviewing and updating our impact fee program. It is our intention to better align the development assumptions assumed in the fee program with the growth rates we are currently experiencing and anticipate for the next several years. Once the General Plan is complete, we will embark on a full update of the impact fee program.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the year ended June 30, 2015.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachment: Resolution and AB1600 Annual Report for FY 2015

RESOLUTION NO __________

A RESOLUTION OF THE CITY OF WOODLAND ACCEPTING THE FISCAL YEAR 2014/15 ANNUAL REPORT OF DEVELOPMENT FEES (AB1600 REPORT)

WHEREAS, the City of Woodland imposes fees to mitigate the impact of development pursuant to Government Code sections 66000 et seq.; and

WHEREAS, said fees collected are deposited into a special and separate capital fund for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for general city, parks and recreation, police, fire, library, surface water, storm drainage, roads, water, and wastewater; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees under Government Code section 66006; and

WHEREAS, City staff has prepared a report ("AB1600 Report") that contains the information required by Government Code section 66006, a copy which is attached hereto as Exhibit "A"; and

WHEREAS, no interfund transfers or loans were made from any of the accounts identified in the AB1600 Report; and

WHEREAS, there were no refunds of development impact fees collected pursuant to Government Code §66001(e), nor were there any allocations of unexpended revenues collected pursuant to Government Code §66001(f); and

WHEREAS, no interested persons have requested notice of the AB1600 Report; consequently no notices of the availability of the AB1600 Report were mailed.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES RESOLVE AS FOLLOWS:

<u>Section 1. Findings</u>. The City Council of the City of Woodland hereby finds and adopts as follows:

A. In accordance with Government Code section 66006, the City has conducted an annual review of its development impact fees and capital improvement program and the City Council has reviewed the AB1600 Report attached hereto as Exhibit A and incorporated herein by this reference.

B. The funds have been and shall be used for the purposes stated in said reports and are necessary to mitigate impacts resulting from development in the City and further finds that there is a reasonable relationship between the use of the fees and type of development project upon which the fee is imposed.
C. The City Council hereby approves, accepts and adopts the Ab1600 Report.
D. The AB1600 Report is available for public review on the City's website, at the City Clerk's office and upon request.

Section 2. Effective Date. The resolution shall take effect immediately upon adoption.

Section 3. Severability. If a section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

The City Council hereby declares that it would have passed this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses by declared unconstitutional on their face or as applied.

PASSED AND ADOPTED this 1st day of December 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

FUND 585 - WASTEWATER DEVELOPMENT FUND

Wastewater Development Fee Description

Wastewater Development fees are used to expand/construct wastewater facilities and to

Wastewater Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Infill	Unit	$ 6,058
Single Family Residential- Downtown	Unit	$ 6,058
High-Density Single Family	Unit	$ 5,050
Age-Restricted Single Family	Unit	$ 3,635
Multi-family Residential	Unit	$ 5,050
Age-Restricted Multi-family	Unit	$ 3,635
Retail	Sq Ft	$ 2.98
Service	Sq Ft	$ 3.73
Office	Sq Ft	$ 2.48
Industrial	Sq Ft	$ 2.77
Downtown Retail	Sq Ft	$ 2.98

Wastewater Development Fund Collections & Expenditures

			Fiscal Year 2011	2012	2013	2014	2015
Beginning Balance**			$ (9,509,717)	$ (9,504,462)	$ (10,713,945)	$ (12,070,426)	$ (11,842,247)
REVENUES							
Development Fees			1,374,953	170,644	423,417	1,286,527	1,512,651
Interest Earnings			11,839	-	-	459	1,360
Refunds***			-	-	-	-	-
Total Revenue			**1,386,793**	**170,644**	**423,417**	**1,286,986**	**1,514,010**
EXPENDITURES							
MPFP #	Program	Title					
	7908	2002 Refunding Bond	953,423	948,023	1,205,435	489,568	
	7916	2005 Cap Projects Debt Service	364,428	364,428	502,886	501,799	
	9000	Force Account	63,687	67,676	71,577	67,441	67,441
Total Expenditures			**1,381,537**	**1,380,127**	**1,779,898**	**1,058,808**	**67,441**
Excess(deficiency) revenues over expenditures			5,255	(1,209,482)	(1,356,481)	228,178	1,446,569
Total Available Fund Equity at June 30			**$ (9,504,462)**	**$ (10,713,945)**	**$ (12,070,426)**	**$ (11,842,247)**	**$ (10,395,678)**

** Beginning balance does not include long-term advance of pre-1991 fungible monies to the Storm Drain Enterprise Fund($2,427,320). These monies are not subject to the requirements of AB1600 and are not available for spending.

Conclusion: No fees have been held unexpended for more than five years; no refunds required other than noted above.

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

Legislation Text

12.

File #: 16-240, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015
SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive a progress report regarding the General Plan Update Project

Staff Contact

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

Fiscal Impact

The General Plan Update Project (CIP #07-06) has a total approved budget authorization of $1,580,000 in support of the Project.

Background

On November 3, 2015 the City Council took the following actions:

- Accepted the Draft Proposed Land Use Exhibit; and
- Accepted the Draft Proposed Land Use Designations; and
- Accepted the Identified General Plan and Environmental Impact Report (EIR) Alternatives; and
- Authorized the City Manager to execute a contract amendment in an amount not to exceed $120,000; and
- Directed the General Plan Team to commence writing the Draft General Plan.

In addition to the actions above, the City Council requested that the General Plan team provide monthly progress updates concerning the status of General Plan Update Project. This report is the first monthly progress report.

Discussion

The purpose of a monthly update will be to keep the City Council informed as to the progress of the General Plan Update Project, to alert the Council to any concerns or issue that may arise and to keep the Council appraised ahead with regard to potential upcoming workshops or meetings.

Accomplishments/Activities for the Reporting Period

The General Plan document will contain ten chapters or elements as follows:

Chapter 1: Land Use and Development Strategy
Chapter 2: Housing Element (last update October 2013)
Chapter 3: Transportation and Circulation
Chapter 4: Community Design and Historic Preservation
Chapter 5: Economic Development Element
Chapter 6: Conservation and Sustainability Element
Chapter 7: Health and Safety Element
Chapter 8: Public Facilities and Services
Chapter 9: Recreational, Educational, and Community Services Element
Chapter 10: Administration and Implementation Element

Over the past several weeks, the General Plan Team has scheduled a series of meetings to discuss concepts and provide input to guide the initial drafting of the General Plan Goals and policies. Chapters with similar subjects have been grouped for discussion purposes.

The General Plan Chapter meetings include the following groupings:

Meeting 1: Transportation and Circulation
Meeting 2: Land Use, Community Design and Economic Development
Meeting 3: Conservation and Sustainability, Recreation and Historic Preservation
Meeting 4: Health and Safety, Public Facilities
Meeting 5: Administration and Implementation

From these discussions key policy issues are being identified that warrant Council guidance for drafting the updated General Plan goals and policies. The first of these policy discussions involves Transportation and Circulation. A workshop is planned as part of the City Council's December 15th meeting to provide information on current best practices in transportation policies and recent changes in the State's guidelines for how traffic is analyzed under CEQA.

SP1-A Application

In coordination with efforts on the General Plan Update, staff is working with the applicant group for the SP1-A Annexation and Specific Plan submittal. A design charrette has been planned with the applicant's design team to develop a preliminary land use plan that will help inform drafting of General Plan policy language and environmental analysis for this area.

General Plan Update Schedule

Short Term:

November 6-December 4, 2015	Intensive General Plan Chapter Discussions
December 3, 2015	Infrastructure Subcommittee - Transportation and Circulation
December 15, 2015	Transportation and Circulation Presentation to City Council

Long Term:

The goal will be for the Consultant team to provide the first staff review drafts of the various General Plan Chapters from December through February. Additional workshops will be scheduled for the City Council to discuss and provide guidance on key policy areas help prepare initial drafts of these chapters. Likely future workshop topic areas include:

- Affordable Housing
- Economic Development
- Public Safety
- Overall Level of Service Standards

A second draft review is anticipated in March with final edits in April. A draft General Plan Document for public review is anticipated to be released in early May.

Recommendation

Staff recommends that the City Council receive a progress report regarding the General Plan Update Project

Prepared by: Cindy A. Norris, Principal Planner

Reviewed by: Ken Hiatt, Community Development Director

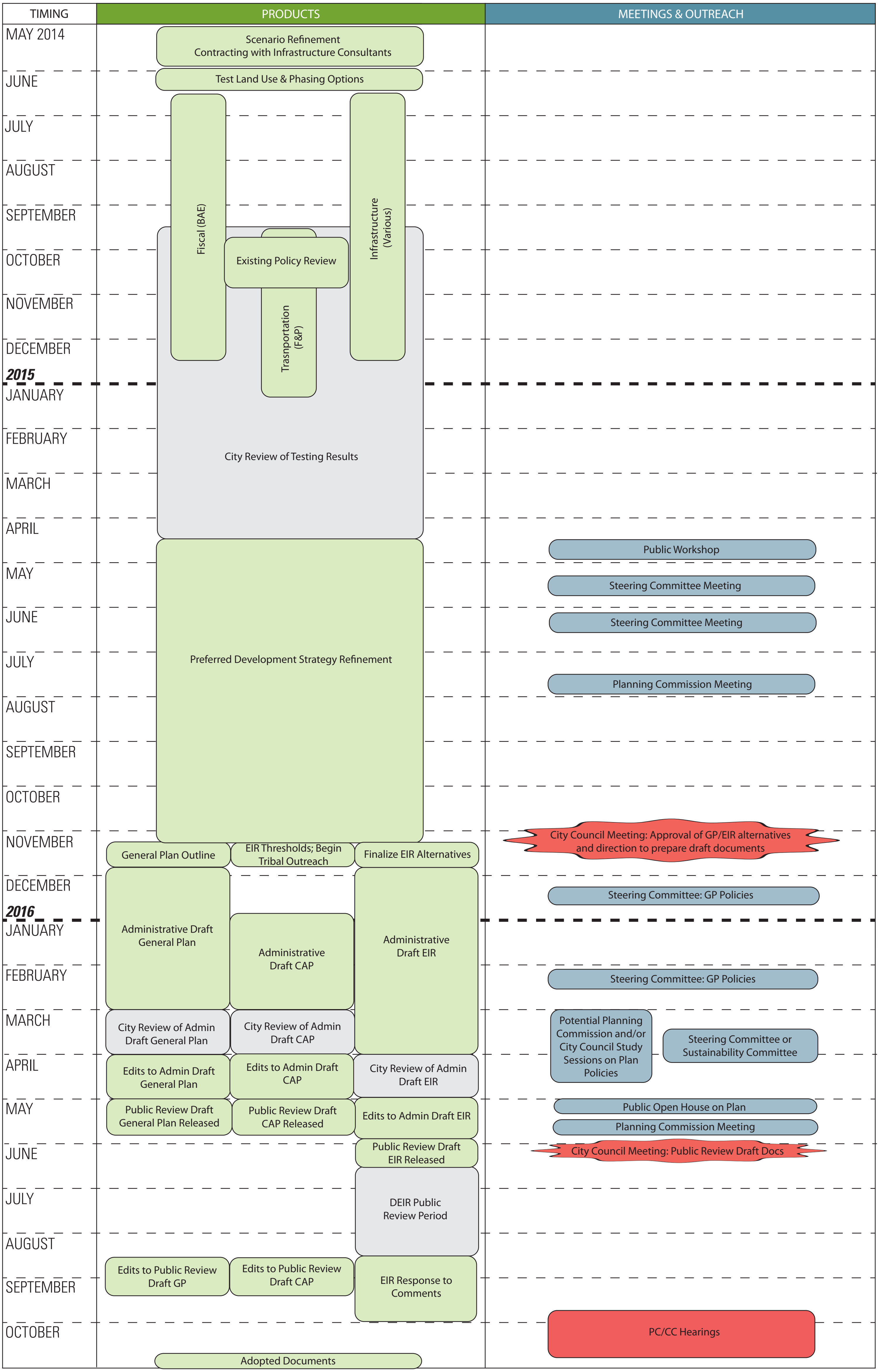
Paul Navazio

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Long Term Conceptual Schedule

WOODLAND GENERAL PLAN UPDATE SCHEDULE

Revised October 15, 2015



Legislation Text

13.

File #: 16-250, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015
SUBJECT: Police Department Briefing

Recommendation for Action: Staff recommends that the City Council receive a briefing from the Public Safety Chief.

Staff Contact
Paul Navazio, City Manager, paul.navazio@cityofwoodland.org, (530) 661-5800

Council Goal
Public Safety

Fiscal Impact
This is an informational item and as such there is no fiscal impact.

Background

In early 2014, the Woodland Police Department met with representatives from the Department of Alcohol, Tobacco, and Firearms, and the California Highway Patrol to discuss the possibility of partnering in an undercover operation to take place in Woodland. The Operation began in approximately June 2014 and concluded in November 2015. The Woodland Police Department was the lead agency in the investigation.

The Operation focused on those individuals involved with the illegal manufacturing and/or selling of firearms in Woodland, those involved in the manufacturing and/or selling of narcotics, as well as those involved in the theft of property. The Operation also served to illuminate the depth of the criminal networking with ties to Woodland and throughout our region.

With the conclusion of the operation, which involved the cooperation of multiple local, state and federal law enforcement agencies, the resulting arrests and indictments, and recent press coverage of activities related to this operation, Chief Bellini has been asked to provide the Council with a briefing as part of the December 1st City Council meeting.

Paul Navazio

Paul Navazio, City Manager

File #: 16-244, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: December 1, 2015

SUBJECT: Approve Recycled Water Agreement with Woodland Biomass Power Limited and Related Actions Required to Implement Recycled Water Project (CIP 15-10).

Recommendation for Action: Staff recommends that the City Council:

(1) Approve Resolution No. _____, authorizing the City Manager to execute the Recycled Water Agreement (WBPL Agreement) with Woodland Biomass Power Limited (WBPL); and

(2) Approve Resolution No. _____, authorizing the City Manager to execute the Water Pipeline License Agreement (Agreement) with Sierra Northern Railway (SNRR); and

(3) Approve Resolution No. _____, approving the Easement Acquisition Agreement (Easement) with Elizabeth Nien Mei Lu; and

(4) Ratify modifications to Resolution No. 6308, a resolution pledging net revenues from the Water Enterprise Fund for repayment of the Clean Water State Revolving Fund obligations for the recycled water project.

Staff Contact

Tim Busch, Principal Utilities Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.org

Fiscal Impact

The Recycled Water Project has an approved budget of $6,550,000, and is funded through a 2014 Drought Emergency grant of $2,000,000 (Prop 84/IRWMP) and a low-interest State Revolving Fund loan of $4,500,000 (State Water Resources Control Board / Clean Water Program). The loan will be repaid with revenues received through the sale of recycled water, commencing with revenues from the Recycled Water Agreement described in this report.

The initial recycled water contract rates, as proposed, are set forth in Exhibit A of the WBPL Agreement. Based on historical (and anticipated) consumption levels, revenues stemming from the sale of recycled water are expected to be approximately $500,000 - $600,000 per year, and are sufficient to cover the amortized capital project costs as well as operations and maintenance of the recycled water program. While actual revenues will be a function of the volume of recycled water sold, the rate structure has been specifically designed to help ensure adequate cost recovery.

The SNRR Water Pipeline License Agreement is included in the Industrial Park Recycled Water Project and is funded in the Capital Budget, CIP# 15-10. The SNRR Pipeline Crossing Agreement fees are $10,000.00 for a 10-year term. The agreement is renewable for two additional 10-year terms, with renewal fees at $10,000 per term with adjustments for inflation.

The Easement is included in the Industrial Park Recycled Water Project and is funded in the Capital Budget (CIP #15-10) for the amount of $2,500.00.

Background

The recycled water program will offer recycled water to certain users in the vicinity of the recycled water pipeline. Because the water is non-potable, the recycled water users will be required to have an appropriate use of the water, per Title 22 and the City of Woodland's Recycled Water Program Manual. At the outset, the City will enter into agreements with recycled water users to recover costs for providing the recycled water.

The requested authorization for this item is to approve three separate agreements related to the proposed recycled water program that the City is in the process of establishing. The City Council has already authorized the bidding process for the physical infrastructure needed to construct a recycled water utility. Additionally, the City has been working with the State on receiving money through the State Revolving Fund program for the construction of the project. Staff anticipates going out to bid on this project once it has certainty that there will be end users of the recycled water.

Recycled water is not potable but is ideal for large industrial users that do not have a high water demand. Because of the nature of recycled water, each potential recycled water user requires an engineering report to document the appropriate use of the water and include the user into the City's permit. Due to the requirement to document new users and the cost of extending the recycled water pipeline, the initial users are planned in the industrial park and along the pipeline.

The relatively small number of potential initial users and limited supply of recycled water warrants that contracted user rates be used. The recycled water rate structure is set up to recover revenues sufficient to cover design, construction, and O&M expenses in the long term. Future contracted recycled water users are expected to have a similar rate structure, but will be dependent on costs to extend water mains to the users. The cost of recycled water is significantly less than potable water and is reflective of grant funding for construction, the low interest loan, reduced impact on the potable water system, and reduced water quality, when compared with potable water after conversion to surface water.

At a future date, if recycled water is delivered to residential properties for irrigation purposes or otherwise becomes more widespread throughout the City, the rate structure would need to be revisited as it will become burdensome to administer hundreds of individual agreements for recycled water. If that occurs, staff anticipates that the likely outcome would be for the City to establish a uniform rate for recycled water and for such rate to be adopted pursuant to the requirements of Proposition 218.

Once constructed, the recycled water main will cross the SNRR tracks north of E. Main Street approximately ½ mile west of CR 102. The recycled water main will be constructed within a bored casing pipe approximately 10 feet below the tracks. The railroad requires an agreement for pipelines that cross below the tracks. The City has several existing agreements for water main, sanitary sewer, and storm drainage pipelines that cross the railroad tracks throughout the City. SNRR has provided the City with a form of a license agreement for such purpose.

Additionally, as part of finalizing the design of the recycled water main, staff determined that an easement from a private property owner would be beneficial to the project. PG&E owns a high pressure natural gas main along part of the project alignment. The recycled water main alignment changes direction, which would require crossing the gas pipeline twice. Constructing the recycled water main in the proposed easement area avoids crossing the PG&E gas main.

Discussion

City Staff have been working with WPBL for over a year to craft the WBPL Agreement language and rates, develop the estimated water quality for recycled water after the City converts to surface water, evaluate costs to construct and operate the utility, evaluate impacts of recycled water use at WBPL, and permit the use of recycled water at WBPL. The development of the Recycled Water Program Manual has been coordinated with WBPL, and the engineering report for recycled water service requires both the City and WBPL to perform certain activities. Both City Staff and WBPL have reached agreement on the terms and conditions in the agreement. The pricing structure, presented in Exhibit A, is summarized as follows:

- Base Consumption Amount: 19,350,000 cubic feet/year

- Year 1 -
  - Base Rate; $0.028/cf (up to base consumption amount)
  - Tiered Rate: $0.012/cf (for additional use)
- Year 2 -
  - Base Rate; $0.028/cf (up to 80% of base consumption amount)
  - Tiered Rate: $0.012/cf (for additional use)
- Year 3 and thereafter -
  - Base Rate; $0.028/cf (up to 65% of base consumption amount)
  - Tiered Rate: $0.012/cf (for additional use)

The SNRR Agreement has several conditions, typical for pipelines that cross railroad tracks. One of the conditions states that “upon execution of this agreement and prior to the commencement of any work related to the operation or repair of the Pipeline, Licensee shall pay to Licensor a one-time license fee of $10,000. Upon any extension of this license, an additional license fee shall be paid which shall be the initial license fee as specified herein adjusted by the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland -San Jose, California Area, All Items.” The conditions also state that the agreement can be extended for two additional 10-year terms. Staff expressed concerned to SNRR regarding the relatively short term and the renewal fee. However, SNRR was not willing to not accept any modification to their requested terms.

The City already has existing utility lines in the same area as the proposed recycled water pipeline, all of which would presumably require relocation should SNRR desire to terminate its agreements with the City. Because of this; and because the pipeline needs to go in this location and will be located 10 feet below the tracks (thus decreasing the likelihood that SNRR would require removal), staff recommends approval of the Agreement without the requested changes. The City could continue to attempt to negotiate with SNRR regarding this language if the City Council desires. However, doing so would likely delay the project and would have a limited probability of success.

The proposed easement to be acquired from the private property owner is coincident with the existing PG&E easement and adjacent to City right-of-way. The total size of the easement is 96 square feet. The easement price was negotiated with the property owner and is based on property tax information. The negotiated price is less than the cost of conducting a formal appraisal for the property.

On October 20, 2015, City Council approved Resolution 6550, which ratified Resolution 6308 for the City of Woodland to dedicate and pledge Water Enterprise funds to payment of any and all Clean Water State Revolving Fund Program financing for the Industrial Park Recycled Water Project. As a result of the SRF loan application review, the Water Board's attorney has requested a minor change to specifically site "Net Revenues of the Water Enterprise and the Water Enterprise Fund" in section 1 of the resolution.

Conclusion

Staff recommends that the City Council: (1) Approve Resolution No. _____, authorizing the City Manager to execute the Recycled Water Agreement (WBPL Agreement) with Woodland Biomass Power Limited (WBPL); (2) approve Resolution No. _____, authorizing the City Manager to execute the Water Pipeline License Agreement (Agreement) with Sierra Northern Railway (SNRR); (3) Approve Resolution No._____, approving the Easement Acquisition Agreement (Easement) with Elizabeth Nien Mei Lu; and (4) ratify modifications to Resolution No. 6308, a resolution pledging net revenues from the Water Enterprise Fund for repayment of the Clean Water State Revolving Fund obligations for the recycled water project.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

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

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution-Recycled Water Agreement
Attachment B - Recycled Water Agreement
Attachment C - Resolution-Water Pipeline License Agreement
Attachment D - Water Pipeline License Agreement
Attachment E - Resolution - Easement Acquisition
Attachment F - Easement Agreement & Exhibit A Land Description
Attachment G - Resolution pledging Water Enterprise Fund Net revenues

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A RECYCLED WATER AGREEMENT WITH WOODLAND BIOMASS POWER LIMITED FOR USE OF RECYCLED WATER

WHEREAS, the City of Woodland wishes to enter into a Recycled Water Agreement with Woodland Biomass Power Limited (WBPL) for the use of Recycled Water for the Recycled Water Project, CIP #15-10 ("Agreement"); and

WHEREAS, the City has negotiated in good faith, and both parties are in agreement as to the terms and conditions of the Agreement; and

WHEREAS, the City Council adopted certain ordinance amendments related to recycled water purveyorship and the Recycled Water Program Manual; and.

WHEREAS, the City obtained approval from the State Water Resources Control Board – Division of Water Rights for the diversion of treated wastewater for use by the recycled water program; and.

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

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

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

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

PASSED AND ADOPTED this 1st day of December 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Approved as to form:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

RECYCLED WATER AGREEMENT BETWEEN CITY OF WOODLAND AND WOODLAND BIOMASS POWER, LTD.

This Recycled Water Use Agreement ("Agreement") is made and entered into as of _____ ______, 2015, by and between the City of Woodland, a municipal corporation of the State of California ("City") and Woodland Biomass Power, Ltd., a California limited partnership ("WBPL"). City and WBPL are referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the waters of the State of California and the City are of limited supply and subject to ever-increasing demands; and

WHEREAS, it is the policy of the State and the City to promote the efficient use of water through the development and use of recycled water, as defined in Section 2 below ("Recycled Water"); and

WHEREAS, WBPL at its facility located at 1786 East Kentucky Avenue in the City of Woodland ("Premises"), generates electricity from biomass (including agricultural residue and wood waste); and

WHEREAS, WBPL is currently using potable domestic water for its industrial operations but may be able to use Recycled Water for certain operations, provided that the Recycled Water meets certain quality standards; and

WHEREAS, the provision of Recycled Water by City to WBPL may help alleviate the demand on limited potable water supplies within the City and has the potential to provide a reliable source of water to WBPL, especially in times of drought; and

WHEREAS, the City is empowered to own and operate wastewater reclamation facilities and to provide Recycled Water to individuals or entities within the City's boundaries; and

WHEREAS, the City owns and operates the Water Pollution Control Facility ("WPCF"), in accordance with Order No. R5-2014-0120, Permit No. CA0077950 of the Central Valley Regional Water Quality Control Board ("Waste Discharge Permit"). The WPCF currently provides capacity for the treatment of wastewater generated by sewer customers within the City of Woodland. The City desires to provide Recycled Water produced at the WPCF for use by WBPL at the Premises; and

WHEREAS, City currently is applying for a permit to be issued by the State Water Quality Control Board, which will allow the City to provide Recycled Water to WBPL; and

WHEREAS, City has applied to the State Water Resources Control Board ("SWRCB"), through its State Revolving Loan Fund ("SRF") for a 4.5 million dollar ($4,500,000) low-interest loan that, if received by the City, will enable the City to construct the necessary infrastructure and transmission facilities to transport Recycled Water from the WPCF to the Premises; and

WHEREAS, City and WBPL desire to enter into this Agreement so that WBPL may receive Recycled Water from City, and so that City may conserve its domestic water supply; and

WHEREAS, this Agreement provides for WBPL to pay an agreed upon amount for Recycled Water, but WBPL understands that the City may have additional Recycled Water customers in the City and that City may be required by law to follow certain procedural and substantive procedures for establishing Recycled Water rates pursuant to Proposition 218 and that its rates may change as detailed in Section 6 below.

NOW, THEREFORE, it is agreed as follows:

AGREEMENT

1. Construction and Ownership of Recycled Water Facilities. Contingent upon City's receipt of the SRF loan from the SWRCB, City shall construct, own, operate, maintain, and repair the Recycled Water transmission facilities that will deliver Recycled Water to the Premises, from the service connection in Kentucky Avenue up to and including the meter. From the back flow regulator on the Premises, WBPL shall be responsible, whether directly or through contractors, for the installation, operation, maintenance, and repair of all on-site Recycled Water facilities on WBPL's side of the meter. Procedures for permitting, connection, testing, training and reporting are covered in the City of Woodland Recycled Water Program Manual ("Manual"), incorporated herein by reference, and as it may be amended from time to time. WBPL agrees and acknowledges it has received and reviewed the Manual and agrees to abide by its terms and conditions.

2. Delivery and Acceptance of Recycled Water. Pursuant to this Agreement and subject to the provisions in Section 9 below, the City shall deliver, and WBPL shall accept, Recycled Water in accordance with applicable state and federal laws, including, without limitation, any and all regulations imposed by the California Department of Health Services and the Manual. For purposes of this Agreement, "Recycled Water" shall mean filtered and subsequently disinfected wastewater that meets the criteria set forth by the SWRCB. WBPL agrees to use Recycled Water from City for limited industrial purposes provided that the SWRCB permit terms do not make receiving Recycled Water financially infeasible and unless Recycled Water (i) fails to meet the quality standards set forth in the attached Exhibit B, or (ii) becomes unavailable or becomes financially impracticable for any reason, including additional regulatory requirements, changed permit conditions, or other factors that cause the cost of Recycled Water to exceed the cost of potable water.

3. Use of Recycled Water. WBPL agrees to use the Recycled Water only as authorized by applicable state and federal laws and only for purposes on the Premises identified in the Recycled Water Engineering Report, which is included in the Manual. WBPL agrees to use the Recycled Water only in the location(s) described in the Recycled Water Engineering Report. City does not represent or warrant that the Recycled Water provided under this Agreement is or shall be suitable for WBPL's purposes. If WBPL determines, in its sole discretion, that the Recycled Water provided by the City fails to meet the quality standards set forth in Exhibit B, WBPL may immediately stop receiving Recycled Water and resume using

potable domestic water for its operations and shall pay the City's standard rates for such potable water.

4. Point of Delivery. The City shall deliver Recycled Water at one metered point of delivery ("Point of Delivery") located at the site entrance on Kentucky Avenue identified in the Recycled Water Engineering Report.

5. Prohibited Uses and Restrictions. WBPL hereby covenants and agrees to the following restrictions:

a. There shall be no physical cross-connections between the Recycled Water pipe and any connection to the City's potable water system or to any fixtures providing potable water.

b. Pumps and piping for on-site systems shall be permitted to distribute the Recycled Water only if all requirements of the then current edition of the California Plumbing and Building Codes are satisfied, and a permit is obtained from the City of Woodland and reviewed and renewed annually per the Recycled Water Engineering Report and the Manual.

c. WBPL shall be responsible for advising all employees, guests, and other visitors that the Recycled Water is not for human consumption and should be handled with caution. WBPL agrees to take steps to minimize the risk of inadvertent human exposure to the Recycled Water.

d. Recycled Water shall not be used for drinking, food preparation, bathing, domestic purposes, or any type of human consumption.

e. WBPL shall not sell or supply Recycled Water to any other person for any purposes whatsoever except in compliance with Section 10 of this Agreement.

f. If WBPL chooses to transport the Recycled Water with WBPL's own vehicle, it shall do so at its own risk.

g. Backflow protection shall be provided as required pursuant to the Woodland Municipal Code.

h. WBPL agrees to permit authorized City representatives or representatives of other governmental agencies with jurisdiction to inspect the Premises for the purpose of verifying compliance with this Agreement and all applicable laws. Inspections shall occur at reasonable times or during normal business hours, and City shall provide WBPL with at least twenty-four hours notice before any such inspection. If during any such inspection City identifies any material failure of WBPL to comply with the requirements set forth in this Agreement, City will give notice of the failure to WBPL. If WBPL fails to make a necessary repair following receipt of notice from the City of such failure, within such reasonable period as shall be set forth in such notice, City shall have the right to enter the Premises and make the repair, at WBPL's sole cost and expense.

6. Charges. City and WBPL agree that Recycled Water shall be provided at the rates set forth in **Exhibit A**¸ attached hereto and incorporated herein. City and WBPL understand and agree that City may desire to change the rates and/or to create a Recycled Water utility that is subject to the procedural and substantive rate-setting requirements of Proposition 218. Prior to proposing rates different from those set forth in Exhibit A, City shall provide notice to WBPL. If the proposed new rates exceed the rates set forth in Exhibit A, WBPL shall have the option to terminate this Agreement prior to the effective date of the new rates.

7. Water Quality. Recycled Water delivered by the City to the Point of Delivery shall be of a quality permitted by applicable law including, but not limited to, the requirements of the Waste Discharge Requirements. The Waste Discharge Requirements shall mean those certain waste discharge requirements established by the Central Valley Regional Water Quality Control Board, including, without limitation, the Waste Discharge Permit and any amended combined discharge permits that may be approved in the future. The Parties understand and agree that factors outside of the City's control may affect the quality of the Recycled Water. Notwithstanding the foregoing, if Recycled Water fails to meet the quality standards set forth in Exhibit B, WBPL may immediately stop receiving Recycled Water and resume using potable domestic water for its operations and shall pay the City's standard rates for such potable water.

8. Water Quantity and Volume The baseline amount of combined Recycled Water and potable water for the purpose of establishing the water rate, as set forth in **Exhibit A,** is [19,350,000 cubic feet/year]. The Recycled Water shall be delivered at a minimum pressure of 50 psi and flow rate of at least 500 gpm . The Recycled Water system includes a backup supply in the event of a malfunction at the City's WPCF. City shall notify WBPL at 530-661-6095 within 2 hours of any utilization of the backup supply. In the event of a malfunction at the City's WPCF and backup supply that results in a temporary interruption in the City's ability to provide WBPL with Recycled Water in the volume and at the minimum pressure set forth above, both Parties understand and agree that WBPL may immediately stop receiving Recycled Water and resume using potable domestic water for its operations and shall pay the City's standard rates for such potable water.

9. Term. Both Parties understand and agree that the construction of the Recycled Water transmission facilities, and the subsequent delivery of Recycled Water by City to WBPL, is expressly conditioned upon the City (a) receiving the SRF loan from the SWRCB and (b) receiving all required permits from California State Water Resources Control Board and Central Valley Regional Water Quality Control Board to provide Recycled Water ("Contingencies"). If either, or both, of the Contingencies have not been satisfied, the City shall provide written notice to WBPL, and this Agreement shall be immediately terminated.

If the two Contingencies have been satisfied, City shall commence with construction of the Recycled Water transmission facilities, as provided for in Section 1, and shall provide Recycled Water to WBPL upon completion of construction and all required testing. The date on which the City first begins to provide Recycled Water to WBPL at the quality and volume set forth above shall be designated the "Initial Operation Date." Beginning on the Initial Operation Date, City shall provide Recycled Water to WBPL, and all applicable terms regarding such provision of Recycled Water under this Agreement shall commence and shall continue in full force and effect until terminated by mutual written agreement of the Parties; provided, however, the minimum term of this Agreement shall not be less than one year from and after the effective date of this Agreement. This Agreement may be terminated before the expiration of the term in accordance with Paragraph 11 below.

10. Resale of Recycled Water. WBPL shall not resell the Recycled Water, or any portion thereof, without the prior written consent of City. Resale of Recycled Water, if any, shall be made pursuant to an agreement between WBPL and the purchaser of the Recycled Water, which agreement shall be approved by the City in advance of any such resale and shall contain terms and conditions that assure that the delivery and use of the Recycled Water will be in full compliance with the Wastewater Discharge Permit and the Waste Discharge Requirements.

11. Termination. In addition to WBPL's termination rights set forth in Section 6 above, the Parties may terminate this Agreement as provided below. If City determines that WBPL has failed to use the Recycled Water in accordance with all applicable laws, this Agreement, and/or the Manual, City may terminate this Agreement if, after giving notice to WBPL, WBPL does not cure such failure within a 30-day period. If WBPL determines that City has failed to provide Recycled Water in accordance with all applicable laws, this Agreement, and/or the Manual, WBPL may terminate this Agreement if, after giving notice to City, City does not cure such failure within a 30-day period. Either Party may terminate this Agreement without cause upon 90 days written notice to the other party, without any recourse or penalty.

12. Indemnification.

a. WBPL understands and agrees that the use of Recycled Water is not intended for human consumption and while presumably safe, may cause damage to real or personal property.

b. City shall indemnify and defend (with counsel reasonably satisfactory to WBPL) WBPL, its officers, directors, agents, and employees during construction, maintenance, and/or operation of the Recycled Water facilities, from any and all obligations, liabilities, liens, claims, demands, losses, damages, and expenses, of whatever type or nature, including, but not limited to reasonable attorney's fees and litigation costs arising out of City's negligent design, construction, or maintenance of the Recycled Water facilities .

c. WBPL shall indemnify and defend (with counsel reasonably satisfactory to the City Attorney) the City, its officers, directors, agents, employees, and volunteers from any and all obligations, liabilities, liens, claims, demands, losses, damages, and expenses of whatever type or nature, including, but not limited to reasonable attorneys' fees and litigation costs arising out of WBPL's negligent use of Recycled Water and WBPL's negligent maintenance, operation, and repair of the Recycled Water facilities located on WBPL's side of the meter.

13. Assignment. Neither WBPL nor City may assign this Agreement, in whole or in part, without the other Party's express written consent, which shall not be unreasonably withheld.

14. Mutual Cooperation. The Parties mutually agree to cooperate and support any approvals required by any governmental agencies or public bodies with jurisdiction for use of Recycled Water at the Premises.

15. Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In the event a legal proceeding is brought in connection with this Agreement, the Parties agree that venue shall lie only in U.S. District Court for the Eastern District of California or the Superior Court for the County of Yolo, State of California.

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

17. Entire Agreement; Amendment. The Agreement contains all of the agreements of the Parties with respect to the matters contained herein, and no prior or contemporaneous agreement or understandings, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, waived, amended, or added to except by a writing signed by the party against which the enforcement of such modification, waiver, amendment, or addition is or may be sought.

18. Construction of Agreement. This Agreement has been reviewed by legal counsel for City and WBPL and shall be deemed for all purposes to have been jointly drafted by both WBPL and City. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The language in all parts of this Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives of the parties hereunder. The captions of the sections and subsections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction.

19. Notice. The Parties shall give notice when required by this Agreement. All notices must be in writing and either served personally, or mailed by certified mail or overnight delivery. The notices shall be sent to the officer listed for each party, at the address listed for each party below. If a party wishes to change the officer and/or address which notices are given, the party shall notify the other party in accordance with this Section. All notices shall be sent as follows:

WBPL: Plant Manager
Woodland Biomass Power, Ltd.
1786 East Kentucky Avenue
Woodland, CA 95695

with a copy to

General Counsel
Woodland Biomass Power, Ltd.
414 S. Main Street, Suite 600
Ann Arbor, MI 48104

City: City Manager

300 First Street
Woodland, CA 95695

with a copy to:

City Attorney
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

20. [RESERVED]

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

CITY OF WOODLAND	WOODLAND BIOMASS POWER, LTD.
By: ____________________	By: _____________________
Its:	Its:

EXHIBIT A

Rate Schedule

From the Initial Operation Date, as defined in Section 9, the rate for Recycled Water shall be $0.028/CF unless modified, as provided for in this Agreement and as set forth in this Rate Schedule.

If within the first twelve months of operation (Year 1), WBPL achieves the baseline quantity of Recycled Water and potable water set forth in Section 8 of this Agreement, the Recycled Water rate shall be $0.012/CF for the duration of Year 1.

Beginning on the first day of the thirteenth month (Year 2), the rate for Recycled Water shall be $0.028/CF. If within Year 2, WBPL exceeds eighty percent (80%) of the baseline quantity of Recycled Water and potable water set forth in Section 8, the Recycled Water rate shall be $0.012/CF for the duration of the Year 2 period.

Beginning on the first day of the twenty-fifth month (Year 3) and for every year thereafter, the rate for Recycled Water shall be $0.028/CF. If within Year 3 and each year thereafter, WBPL exceeds sixty-five percent (65%) of the baseline quantity of Recycled Water and potable water set forth in Section 8, the Recycled Water rate shall be $0.012/CF for the duration of Year 3 and each year thereafter.

EXHIBIT B

Water Quality Standards

Constituent	Units	Proposed Spec for City of Woodland tertiary water will be Less than the following:
Electrical Conductivity	uS/cm	900
Total Dissolved Solids	mg/L	550
Orth-Phosphurous	mg/L	5
Turbidity	NTU	0.5
Fluoride	mg/L	0.7
Chloride	mg/L	130
Ammonia	mg/L as NH_3	0.8
Boron	mg/L	1
Aluminum	ug/L	100
Barium	ug/L	20
Calcium	mg/L	30
Chromium	ug/L	3.2
Copper	ug/L	12
Iron	ug/L	299
Magnesium	mg/L	30
Potassium	mg/L	1
Sodium	mg/L	110
Zinc	mg/L	ND
Total Hardness as $CaCO_3$	mg/L as $CaCO_3$	200
Total Alkalinity	mg/L as $CaCO_3$	100
Nitrate	mg/L as NO_3	40
Sulfate	mg/L as SO_4	6.1
Silica	mg/L as SiO_2	10
pH	Power of H	6.5-8.3

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A WATER PIPELINE CROSSING AGREEMENT WITH SIERRA NORTHERN RAILROAD FOR INSTALLATION OF THE RECYCLED WATER PIPELINE ACROSS THE RAILROAD

WHEREAS, the City of Woodland wishes to enter into a Water Pipeline Crossing Agreement with Sierra Northern Railroad for the Recycled Water Project, CIP #15-10 ("Agreement") to permit the City to construct a pipeline under the Railroad's property; and

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

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

<u>Section 1</u>. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes.

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

PASSED AND ADOPTED this 1st day of December 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

WATER PIPELINE LICENSE AGREEMENT

Yolo County, California

This water pipeline license agreement is dated April 21, 2015 and is between **Sierra Northern Railway**, a California corporation ("Licensor") and the **City of Woodland**, a California municipal corporation ("Licensee"). The parties agree as follows:

Article 1. LICENSOR GRANTS RIGHT

Licensor hereby grants Licensee the non-exclusive right, on the terms and conditions set forth in this agreement, and on the terms and conditions set forth in **Exhibit A** (attached hereto and incorporated herein, the terms of which are all specifically made part of this agreement) to construct, operate, and maintain a recycled water pipeline (the "Pipeline") across and under the Licensor's railroad at MP 15.2 on the Railroad's Woodland-West Sacramento line in Yolo County near Woodland, CA, as shown in more detail in **Exhibit B** hereto. Licensee shall not engage in any activities on Licensor's property, Licensor's right-of-way, or any licensed portion of Licensor's property (collectively defined as the "Property") except as necessary to construct, operate, and maintain the Pipeline.

Article 2. DEFINITION OF LICENSEE

All references in this agreement to Licensee include Licensee and its directors, officers, employees, agents, parents, subsidiaries, affiliates, commonly controlled entities, partners, any other related persons and entities, contractors, sub-contractors, and all persons or entities acting under its or their authority.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION

The license granted to Licensee by Licensor under this agreement is subject to each and every term, provision, condition, limitation and covenant set forth in this agreement and in all exhibits hereto.

Article 4. LICENSE AND OTHER FEES

4.1 Upon execution of this agreement and prior to the commencement of any work related to the operation or repair of the Pipeline, Licensee shall pay to Licensor a one-time license fee of $10,000. Upon any extension of this license pursuant to Section 5, an additional license fee shall be paid which shall be the initial license fee as specified herein adjusted by the Consumer Price Index for All Urban Consumers For the San Francisco-Oakland-San Jose, California Area, All Items (using the index for the just prior December as the reference), or if not available an equivalent index.

4.2 Licensee shall pay the license fee, and any other fees or charges under this agreement, on or before the due date in accordance with this agreement. Licensor shall send Licensee an invoice for any fees due under this license, except for the license fee, for which an invoice shall not be required. Unless otherwise specified herein, the due date for fees shall be 30 days from the date of the invoice. Any fees not paid by the due date will be subject to a two-percent late fee. Two percent of each unpaid payment shall be assessed immediately as a late fee, and then a finance charge of two-percent per month shall be assessed on any outstanding balance (payments, late payment charges, and interest) owed. Payments shall be applied first to interest, second to late payment charges, and then to the outstanding payments.

Article 5. <u>TERM AND TERMINATION</u>

This agreement shall become effective when fully executed and shall continue in full force and effect until terminated as provided in **Exhibit A** hereto. The initial term of this agreement shall be for a period of 10 years from the date first set forth above and is subject to two additional 10-year options.

Article 6. <u>NOTICES</u>

6.1 Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under this agreement shall be in writing. Notice shall be deemed to have been given to a party by serving the party personally or by mailing the same, postage prepaid, to the party at the address listed below or at any last-known superseding address. Postal notices shall be by first class mail and notice shall be deemed given on the date deposited with the United States Postal Service.

6.2 Notices shall be addressed as follows:

<u>To Licensee:</u>

City of Woodland
Attn: City Manager
300 First Street
Woodland, CA 95695

<u>To Licensor:</u>

President
Sierra Northern Railway
341 Industrial Way
Woodland, CA 95776
Telephone: 530-666-9646

Article 7. <u>MISCELLANEOUS PROVISIONS</u>

7.1 The terms "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

7.2 This agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws provisions.

7.3 The prevailing party in any dispute arising out of or related to this agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in such dispute, whether or not suit is commenced and including attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs. The prevailing party shall also be entitled to any other relief that may be awarded by a court or other tribunal of competent jurisdiction. Any award of damages following judicial remedy or arbitration as a result of the breach of this agreement or any of its provisions shall include an award of prejudgment interest from the date of breach at the maximum amount of interest allowed by law.

7.4 Each party has participated in negotiating and drafting this agreement so if an ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

7.5 This agreement constitutes the entire understanding between the parties concerning the subject matter of this agreement and cancels and supersedes any prior understandings, whether written or oral, with respect thereto.

7.6 If any provision of this agreement is held to be invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be amended to achieve as nearly as possible the same economic benefit as the original provision and the remainder of this agreement will remain in full force and effect.

7.7 Each party acknowledges that the officer executing this agreement has the authority to enter into this agreement on behalf of the party and in so doing is authorized to bind the party on whose behalf he or she is signing, to the terms and conditions of this agreement.

7.8 The parties have negotiated and reviewed this agreement in its electronic form. They desire to be able to sign a hard-copy version without having to re-read the agreement to confirm that no unauthorized changes were made before the final printout. Toward that end, by signing and delivering this agreement, each party represents to the other that it has not made any changes to the agreement since the version revised by Licensor on April 21, 2015.

7.9 This agreement may be executed in one or more counterparts and by facsimile or electronic PDF file signature, each of which shall be deemed an original, but all of which together constitute one and the same instrument. If this agreement is executed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this agreement.

The parties hereto have executed this agreement as of the day and year first above written.

LICENSOR
Sierra Northern Railway

By: ______________________________
Kennan Beard III
President

LICENSEE
City of Woodland

Signed: __________________________

By: ______________________________

Its: ______________________________

EXHIBIT A
GENERAL LICENSE PROVISIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

1.1 This grant of rights is subject and subordinate to the prior and continuing right and obligation of Licensor, its successors and assigns, to use all of its Property (defined to include any licensed portion of the Property), and to use and maintain its entire railroad right-of-way. There is reserved unto Licensor, its successors and assigns, the right to construct, maintain, repair, renew, use, operate, change, modify, or relocate railroad tracks, signals, communications equipment and lines, fiber optic or other wire lines, pipelines, and any other facilities upon, over, under, along, or across any or all parts of the Property, any of which may be freely done at any time by Licensor without liability to Licensee or to any other party for compensation or damages provided, however, that any of such uses installed or changed after the date of this agreement do not unreasonably interfere with the rights granted to Licensee herein, except that, in the event Licensor modifies its existing tracks or places new or additional tracks upon the licensed Property, Licensee shall, if deemed necessary by Licensor, and at Licensee's sole cost and expense, modify the Pipeline to conform with the rail line, in accordance with section 4 below.

1.2 Licensor makes no covenant or warranty of title for quiet possession, against encumbrances, or fitness for any particular use. The rights hereby granted are subject to existing encumbrances and rights, whether public or private, recorded or not, and also to any renewals thereof. Licensee shall not damage, destroy, or interfere with the Property or the rights of any other person or entity in, upon, or relating to the Property unless Licensee, at its own expense, settles with and obtains releases from such persons or entities. If any property or rights other than the right hereby granted are necessary for the construction, maintenance, or use of the Pipeline, or its appurtenances, or for the performance of any work in connection with the Pipeline project, Licensee will acquire all such other property and rights at its own expense and without expense to Licensor, provided that Licensor shall execute any necessary documents and provide such other assistance as may reasonably be requested by Licensee. Nothing herein shall obligate Licensor to sell or otherwise transfer any additional property rights to Licensee.

1.3 Licensor reserves the right to use, and to grant to others the right to use, the Property for any purpose which does not unreasonably interfere with or diminish the right granted under this agreement, including the right to construct, reconstruct, maintain, operate, repair, alter, renew or replace tracks, fiber optic lines and equipment, power, communication, wire and pipe lines and equipment, any other equipment, facilities, or appurtenances on the Property, and the right to cross the Property with all kinds of equipment.

1.4 Licensee shall not use or permit use of any part of the Property for any purposes other than as described in this agreement. No communications or broadcast equipment may be placed on any part of the Property. No third party shall be admitted by Licensee to use or occupy any part of the Property without Licensor's written consent. Nothing herein shall obligate Licensor to give such consent.

1.4 Licensee shall not install, maintain, or permit any sign or advertisement upon the Property.

1.5 The foregoing grant is also subject to all outstanding superior rights (including those in favor of other tenants on or licensees of Licensor's Property, and others) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. <u>CONSTRUCTION, MAINTENANCE, AND OPERATION</u>

2.1 The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified, or reconstructed by Licensee in conformity with this agreement, the requirements of the Federal Railroad Administration, the general orders of the California Public Utilities Commission, Union Pacific Railroad Company's standards, and all other applicable laws, codes, and regulations. In the event of conflicting standards or requirements, the more stringent standard or requirement will apply.

2.2 All work performed on the Property in connection with the construction, maintenance, repair, renewal, modification, or reconstruction of the Pipeline shall be done to Licensor's satisfaction and in substantial conformity with the specifications and notes set forth in **Exhibit B**. Licensee, at its sole expense, shall at all times operate, maintain, and use the Pipeline in a good and safe condition. Upon completion of construction or other work, Licensee or its contractors or subcontractors, shall leave the Property in good condition. Licensee shall keep and maintain the soil under and adjacent to the Pipeline thoroughly compacted and the grade consistent with the adjacent ground surface.

2.3 Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the Pipeline, Licensee shall submit to Licensor plans setting out the method and manner of handling the work required to protect Licensor's operations and Property. Such work shall not proceed until Licensor and Licensee have agreed to the timing of the work and all applicable work procedures.

2.4 Licensor may provide such support or assistance (e.g., flaggers or inspectors) as it deems necessary for the safety of its tracks during construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the Pipeline. Licensee shall cooperate with Licensor to ensure the safety of Licensor's tracks during such construction, maintenance, repair, renewal, modification, relocation, or reconstruction. In the event Licensor provides any support or assistance to Licensee, Licensee shall pay Licensor, within 30 days after bills have been rendered therefore, all reasonable expenses incurred by Licensor in connection therewith.

2.5 Licensee shall not cross Licensor's trackage with any vehicles except at existing, open, and public crossings.

2.6 Any contractor or subcontractor performing work relating to any construction, maintenance, repair, renewal, modification, or reconstruction of the Pipeline shall be conclusively deemed to be Licensee's servant and agent and acting on behalf and within the scope of such contractor's or subcontractor's employment by Licensee.

2.7 It is understood that Licensor's tracks at and in the vicinity of the Pipeline will be in constant or frequent use and that movement or stoppage of trains, engines, cars, or maintenance of way vehicles and equipment may delay Licensee's work during construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the Pipeline. Licensee hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against Licensor.

2.8 The Pipeline and all parts thereof within and outside of the limits of the licensed Property shall be constructed and at all times maintained, repaired, renewed, modified, and operated in good condition and in such a manner as to cause no interference whatsoever with the constant, continuous, and uninterrupted use by Licensor and other persons or entities of the tracks, Property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

2.9 If Licensee or its contractors or subcontractors will have personnel or equipment within 20 feet of the centerline of any track, then Licensee's or such contractor's or subcontractor's employees who will be or are within such zone shall be trained in Licensor's trackworker safety program prior to working within such limits and shall follow all of Licensor's trackworker safety rules and procedures. If Licensee's or such contractor's or subcontractor's employees have been trained by another common carrier railroad within the last six months, only refresher training will be required on Licensor's trackworker safety program and rules.

Section 3. NOTICE OF COMMENCEMENT OF WORK

If an emergency should arise requiring immediate attention, Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, Licensee shall notify Licensor at least 10 days (or such other time as Licensor may allow) in advance of the commencement of any work upon the Property in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. RELOCATION OF THE IRRIGATION PIPELINE

4.1 The license herein granted is subject to Licensor's needs and requirements in the operation of its railroad and in the improvement and use of its Property in relation thereto.

4.2 Licensee shall, at its sole expense, relocate all or any portion of the Pipeline, to such new location as Licensor may designate in the event that such relocation is required because of any federal, state, local, or administrative law, regulation, or enactment.

4.3 If Licensor requires Licensee to relocate all or any portion of the Pipeline, without such relocation being required because of any federal, state, local or administrative law, regulation, or enactment, Licensor shall, at its sole expense, pay Licensee the actual cost of such relocation.

4.4 Unless any federal, state, local, or administrative law, regulation, or enactment requires relocation in a shorter period of time, Licensor shall before requiring relocation of the Pipeline under this section 4 give Licensee at least 30-days' prior notice and allow a reasonable period of time for Licensee to accomplish the relocation.

4.5 All the terms, conditions, and stipulations herein expressed with reference to the Pipeline on Licensor's Property in the location hereinbefore described shall, so far as the Pipeline remains on the Property, apply to the Pipeline as modified, changed, or relocated within the contemplation of this section 4 or as otherwise agreed by the parties.

Section 5. INJURY AND DAMAGE TO PROPERTY

If Licensee, in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, operation, or removal of the Pipeline, or in the performance of any work contemplated by this agreement or by the failure to do or perform anything for which Licensee is responsible under the provisions of this agreement, injures, damages, or destroys any property of Licensor (including the Property) or of any other person lawfully occupying or using any such property, such property shall be replaced or repaired by Licensee, to the reasonable satisfaction of Licensor, at Licensee's sole expense, or by Licensor if Licensor so desires, at Licensee's sole expense.

Section 6. LICENSEE TO BEAR ENTIRE EXPENSE

6.1 Except as otherwise set forth in section 4, Licensee shall bear any and all costs and expenses incurred in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, operation, or removal of the Pipeline, including any and all inspection, flagging, and other costs and expenses.

6.2 Licensee shall arrange, secure, and be responsible for all water, gas, heat, electricity, power, sewer, telephone, and any and all other utilities and services supplied or furnished to the Property in connection with Licensee's use of the Property, together with any and all taxes or assessments applicable thereto.

Section 7. PAYMENT FOR WORK BY LICENSOR

7.1 Bills for any work performed and materials provided by Licensor under this agreement shall by paid by Licensee within 30 days of the date of the initial invoice therefor. All fees or bills for work performed or materials provided, shall be paid in lawful money of the United States of America at the address of Licensor or at such other place as Licensor may designate in writing.

7.2 In the event that a fee or bill has not been paid by Licensee within 30 days after the due date such payment is due, a late payment charge of two percent of each unpaid payment shall be assessed immediately; a finance charge of two percent per month shall then also be assessed on any outstanding balance (payments, late payment charges and interest) owed. Payments shall be applied first to interest, second to late payment charges, and then to the outstanding payments.

7.3 Licensor may contract for the performance of any of its work by other than its own forces. Licensor shall notify Licensee of the contract price as soon as practicable after the contract is awarded, but normally within 10 working days. Licensee shall reimburse Licensor for the amount of any such contract plus Licensor's administrative and general costs and fees related to such contract.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL, TAXES

8.1 Licensee shall fully pay, when due and before any lien shall attach to the licensed Property, if the same may lawfully be asserted, for all materials joined or affixed to, and labor performed upon, the Property of Licensor in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the Pipeline, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be created or enforced against the Property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

8.2 Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon any Property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such Property shall not be increased because of the location, construction or maintenance of the Pipeline, or any improvement, appliance or fixture connected therewith placed upon such Property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the Property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's Property upon Property of Licensor as compared with the entire value of such Property.

8.3 Licensee will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local, or special) levied or assessed upon or against the licensed Property, excepting taxes levied upon and against the Property as a component part of Licensor's operating Property.

Section 9. SAFETY MEASURES; PROTECTION OF LICENSOR'S OPERATIONS

Licensee acknowledges and is aware that the Property is the site of heavy industrial activity, including railroad operations, which may involve the presence or use of heavy equipment, hazardous substances, or industrial wastes and Licensee knowingly and voluntarily assumes all risk of injury and damage to Licensee and Licensee's property from such activity, equipment, substances, or wastes. Licensee agrees to fully advise all persons and entities under its control, directly or indirectly, of the Property risks and of any required safety and health procedures. It is understood and recognized that safety and continuity of Licensor's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of Licensee that the work will be performed in a safe manner and in conformity with the following standards:

9.1 All references in this agreement to Licensee shall include the Licensee's contractors, subcontractors, officers, agents, and employees, and others acting under its or their authority; and all references in this agreement to work of Licensee shall include work both within and adjacent to the Property.

9.2 Licensee shall comply with all applicable federal, state and local laws, regulation and enactments affecting the work. Licensee shall use only such methods as are consistent with safety, both as concerns Licensee, Licensee's agents and employees, the officers, agents, employees and property of Licensee and the public in general. Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Property.

9.3 Licensee shall not do, suffer, or permit anything that will or may obstruct, endanger, interfere with, hinder, or delay maintenance or operation of the Property, tracks, or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Property or facilities.

9.4 Licensee, at its own expense, shall adequately police and supervise all work to be performed by Licensee, and shall not inflict injury to persons or damage to real or personal property for the safety of whom or of which Licensor may be responsible, or to any Property of Licensor. The responsibility of Licensee for safe conduct and adequate policing and supervision of the Pipeline project shall not be lessened or otherwise affected by Licensor's approval of plans and specifications, or by Licensor's collaboration in performance of any work, or by the presence at the work site of Licensor's representatives, or by compliance by Licensee with any requests or recommendations made by such representatives. If a representative of Licensor is assigned to the Pipeline project, Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Property and operations.

9.5 If at any time Licensee's engineers, Chief Engineer, or their respective representatives opine that any of Licensee's work is being or is about to be done or prosecuted without due regard and precaution for safety and security, Licensee shall immediately suspend the work until suitable, adequate, and proper protective measures are adopted and provided.

9.6 Licensee, at Licensee's expense, shall promptly remove any material or debris that it placed, or permitted to slide or fall, onto the Property as a result of its construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the Pipeline. Licensee, at Licensee's expense, will at all times keep the licensed Property, and any other portion of the Property used by Licensee, in a safe, neat, clean and presentable condition.

9.7 Licensee shall not discharge any explosives on or in the vicinity of the Property without the prior consent of Licensor's Chief Engineer, which shall not be given if, in the sole discretion of Licensor's Chief Engineer, such discharge would be dangerous or would interfere with the Property or facilities. For the purposes hereof, the "vicinity of the Property" shall be deemed to be any place on the Property or in such close proximity to the Property that the discharge of explosives could cause injury to Licensor's employees or other persons, or cause damage to or interference with the facilities or operations on the Property. Licensor reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as Licensor, in its sole discretion, may deem to be necessary, desirable or appropriate.

9.8 Except as otherwise specifically provided herein, Licensee shall not cause or permit the view along the tracks of Licensor to be obstructed, nor place any combustible material on the Property, nor erect any structures thereon. If public law or regulation requires control or removal of weeds or vegetation on the licensed Property, Licensee will perform such control or removal work without expense to Licensor or, if Licensee may not lawfully perform the control or removal work, reimburse Licensor for the cost of performing such control or removal.

9.9 Licensee shall not excavate from existing slopes nor construct new slopes that are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of Licensor. Licensee shall not do or cause to be done any work that may disturb the stability of any area or adversely affect the Property, tracks, or facilities. Licensee, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by Licensee in connection with its construction, maintenance or other work. Any shoring and cribbing shall be constructed and maintained with materials and in a manner approved by Licensor's Chief Engineer to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by Licensee's operations in the vicinity.

9.10 Licensee, at Licensee's own expense, shall provide and maintain suitable facilities for draining the licensed Property and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon any Property of Licensor. Licensee, at Licensee's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from Licensee's facilities), so that said waters may not, because of any facilities or work of Licensee, be impeded, obstructed, diverted or caused to back up, overflow or damage the Property of Licensor or any part thereof, or the property of others. Licensee shall not obstruct or interfere with the existing ditches or drainage facilities.

9.11 Licensee shall comply with all federal, state and local environmental laws and regulations in its use of the Property. Licensee shall not treat, store or dispose of hazardous wastes on the Property or any other waste or trash. Licensee shall use its best efforts and safety practices to prevent the release of oil, hazardous or other substances on the Property. Licensee assumes all responsibility for the investigation and cleanup of any such release by Licensee. This provision shall continue in full force and effect regardless of whether this agreement is terminated pursuant to any other provision, and regardless of whether the Property is abandoned and vacated by Licensee.

Section 10. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

10.1 Fiber optic cable systems may be buried on the Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall contact USA (**800-227-2600 / www.usanorth.org)** or such alternate number as Licensor may designate, to determine if fiber optic cable is buried anywhere on the Property. If it is, Licensee or Union Pacific will telephone all telecommunications companies involved, arrange for a cable locator, and make arrangements for relocation of other protection of the fiber optic cable prior to beginning any work on the Property.

10.2 In addition to other indemnity provisions in this license, Licensee covenants and agrees to indemnify, defend, save, and hold Licensor free, clear, and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), fines, judgments, claims, administration of claims, liens, and demands of any kind whatsoever caused by, resulting from, or in any way connected with or related to (1) any damage to or destruction of any telecommunications system on or adjacent to the Property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, or its contractors, agents, or employees, on the Property, or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company.

Section 11. ASSUMPTION OF RISK; INDEMNITY

11.1 Licensee accepts the Property in its present condition and hereby assumes the risk of any injury to and death of persons and damage to or destruction of property resulting from the condition of or any defects anywhere in or upon the Property, regardless of whether such condition or defects are known or unknown, apparent or latent, and regardless of whether such condition or defects exist at the commencement of this agreement or at some later time.

11.2 Licensee covenants and agrees to indemnify, defend, save, and hold Licensor free, clear, and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), fines, judgments, claims, administration of claims, liens, and demands of any kind whatsoever caused by, resulting from, or in any way connected with or related to any claim of damages, whether or not suit has been filed: (i) occurring as a result of Licensee's acts, omissions, or negligence, or the acts, omissions, or negligence of Licensee's agents, contractors, subcontractors, or employees, in connection with this agreement; (ii) occurring as a result of Licensee's breach of this agreement or any of its representations or warranties contained herein; and (3) otherwise in connection with the installation, construction, maintenance, repair, reconstruction, removal, use or existence of the Pipeline and any appurtenances thereto, or in connection with any other work performed on or in the vicinity of the Property; except to the extent resulting from Licensor's acts, omissions, or negligence, or the acts, omissions, or negligence of Licensor's agents, contractors, subcontractors, or employees.

11.3 If it so elects, Licensor shall have the right to engage its own counsel in connection with such liabilities, losses, costs, expenses, fines, judgments, claims, administration of claims, liens, and demands, or may assume defense on its own behalf, in the event Licensee fails to adequately defend or if Licensor's insurance carrier requires that such carrier defends any claim as a condition of coverage. The obligations under this section 11 shall survive the termination or expiration of this agreement.

Section 12. <u>OTHER RAILROADS</u>

All protective and indemnifying provisions of this agreement shall inure to the benefit of Licensor and any other person or entity, including any railroad company, lawfully using the Property, tracks, or facilities.

Section 13. <u>IF WORK IS TO BE PERFORMED BY A CONTRACTOR OR SUBCONTRACTOR</u>

If a contractor is to do any work on or related to the Pipeline on any part of the Property (including initial construction and subsequent relocation or substantial maintenance or repair work), Licensee shall require such contractor to execute Licensor's then-standard Contractor's Right of Entry Agreement (an example of which is attached as **Exhibit C** to this agreement but which Licensor may, in its sole discretion, modify in the ordinary course of its business). Licensee will inform any contractors of the need to execute Licensor's Contractor's Right of Entry Agreement. Under no circumstances will any contractor be allowed onto the Property without first executing Licensor's Contractor's Right of Entry Agreement.

Section 14. <u>NOTICE OF COMMENCEMENT OF WORK - FLAGGING</u>

Licensee agrees to notify Licensor at least 48 hours in advance of Licensee commencing any work on the Pipeline project and at least 24 hours in advance of the proposed performance of any work by Licensee in which any person or equipment will be within 20 feet of any track, or will be near enough to any track that any equipment extension (including a crane boom) will reach to with 20 feet of any of Licensor's track. Upon receipt of such notice, Licensor will determine and inform Licensee whether a flagman need be present and whether Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Licensor, such services will be provided at Licensee's expense with the understanding that if the Licensor provides any flagging or other services Licensee shall not be relived of any of its responsibilities or liabilities set forth herein. If an emergency arises requiring immediate attention, Licensee shall provide as much notice as practicable to the Licensor before commencing any work. Flagging costs are billed in hourly increments, currently $65.00 per hour (which rate is subject to change).

Section 15. <u>WAIVER OF BREACH</u>

Licensor's waiver of the breach of any condition, covenant, or agreement herein contained to be kept, observed, and performed by Licensee shall in no way impair the Licensor's right to avail itself of any action, legal or otherwise, in response to any subsequent breach thereof.

Section 16. <u>ACTS OF GOD, ETC.</u>

Except for the payment of money, neither party shall be liable for any failure or delay in its performance under this agreement due to causes beyond its reasonable control, including acts of God, acts of military authority, acts of terrorism, fire, epidemic, flood, earthquake, riot, war, and sabotage, provided that the delayed party: (i) promptly gives the other party written notice of such cause and, in any event, within 15 days of discovery thereof; and (ii) uses its reasonable efforts to correct such failure or delay in its performance.

Section 17. <u>TERMINATION UPON BREACH OR ABANDONMENT</u>

17.1 The breach of any covenant, stipulation, or condition herein contained to be kept and performed by Licensee, shall, at the option of Licensor, forthwith work a termination of this agreement, and all of Licensee's rights hereunder; provided, however, that Licensee shall not be deemed in default under this agreement unless Licensor has furnished written notice to Licensee of Licensee's default, and Licensee has failed to begin to cure that default with five working days after receipt of Licensor's default notice or after commencing a cure, has failed to proceed diligently with its cure efforts. A waiver by Licensor of Licensee's breach of any covenant of conditions of this agreement shall not impair Licensor's right to avail itself of any subsequent breach thereof. Termination of this agreement for any reason shall not affect any of the rights or obligations of the parties hereto that may have accrued, or any liabilities, accrued or otherwise, which may have arisen prior thereto.

17.2 In the event Licensee abandons the license granted by this agreement, the license shall terminate.

17.3 If Licensee does not use the right herein granted or the Pipeline for one year, Licensor may, at its option, forthwith immediately terminate this agreement by written notice.

Section 18. PRESERVATION OF OBLIGATIONS

All obligations that have been incurred prior to the termination of this agreement, and the removal and disposal of the Pipeline obligations of Licensee upon termination of this agreement, shall be preserved until satisfied.

Section 19. REMOVAL OF THE UTILITY CONDUIT UPON TERMINATION

If this agreement terminates for any reason, Licensee shall, at Licensee's sole expense, remove the Pipeline from the Property and shall restore, to Licensor's satisfaction, such portions of the Property to as good a condition as they were in at the time of the construction of the Pipeline. If Licensee fails to do the foregoing, Licensor may do such work of removal and restoration at the cost and expense of Licensee. Licensor may, at its option, upon such termination, at the entire cost and expense of Licensee, remove the Pipeline and restore the Property to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit Licensee to do such work of removal and restoration under Licensor's supervision. In the event of Licensor's removal of the Pipeline or any other property of Licensee, or Licensor's restoration of the Property as herein provided, Licensor shall in no manner be liable to Licensee for any damage sustained by Licensee for or on account thereof, and such removal or restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that Licensor may have against Licensee.

Section 20. ASSIGNMENT

Licensor may assign this agreement to any third party subject to 30 days written notice to Licensee. Licensee may assign this agreement to any third party subject to 30 days written notice to Licensor and subject to such assignee's written agreement to be bound by all of the terms and conditions of this agreement. Subject to the provisions of this section, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 21. CONSENT

Unless otherwise specified, wherever the consent, approval, judgment, or determination of a party is required or permitted under this agreement, that party shall exercise good faith and reasonable business judgment in granting, withholding, or making such consent, approval, judgment, or determination and shall not unreasonably withhold or delay the same.

Section 22. INSURANCE

22.1 Licensee shall, at its own cost and expense, provide and procure General Public Liability and Workman's Compensation insurance in accordance with this section 22. The following insurance shall be kept in force during the life of this license:

> (i) General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage having a combined single limit of at least $1 million each occurrence or claim and at all times an unimpaired aggregate limit of at least $1 million, or such higher amounts as may be determined to be reasonable in the future. This insurance shall contain broad form contractual liability covering the indemnity provisions contained in this agreement, coverage for construction or demolition work on or near railroad tracks, a waiver of governmental immunity (if applicable), and shall name Licensor as an additional named insured.

22.2 Licensee's insurance shall be primary with respect to any insurance carried by Licensor.

22.3 Licensee's insurance shall not contain any exclusion for work performed, or any contractor's activities, on or near a railroad or railroad track.

22.4 Licensee shall furnish to Licensor certificates of insurance hereto evidencing the required coverage and endorsements and upon request a certified duplicate original of any of those policies. Any insurance company issuing such policies shall notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims made" policies of substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least 30 days prior thereto.

22.5 All applicable insurance policies shall be written by a reputable insurance company or companies acceptable to the Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state of California.

Section 23. PERMITS AND APPROVAL

This agreement is contingent on Licensee's ability to secure within 180 days all required licenses, permits, and approvals from applicable governmental authorities necessary for the construction of the Pipeline, if applicable. This agreement shall immediately terminate, without any need for further notice, if Licensee fails to obtain the required approvals within this time.

EXHIBIT B
MAP OF LICENSE AREA

Map(s) and drawing(s) annotated as required attached, and other details of pipeline installation as necessary.

EXHIBIT C
SAMPLE FORM OF CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EASEMENT ACQUISITION AGREEMENT WITH ELIZABETH NIEN MEI LU FOR PURCHASE OF AN EASEMENT REQUIRED FOR CONSTRUCTION OF CIP 15-10, RECYCLED WATER PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Woodland wishes to enter into an Easement Acquisition Agreement with Elizabeth Nien Mei Lu for the purchase of an easement, covering a portion of Yolo County Assessor Parcel Number 027-791-034, necessary for construction of CIP 15-10, the recycled water project, ("Agreement"); and

WHEREAS, the City has reached agreement with the above property owner for the acquisition of a public utility easement area comprising 96 square feet, and the property owner has agreed to accept Two Thousand Five Hundred Dollars ($2,500.00) for the easement.

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

The City Council hereby approves the Agreement, attached hereto as an exhibit. The City Manager is hereby authorized, in consultation with the City Attorney, to make minor modifications to and execute the Agreement for the purchase of the easement required for construction of CIP 15-10, Recycled Water Project, provided that the purchase price does not change.

PASSED AND ADOPTED this 1st day of December 2015, by the following vote:

AYES:
NOES:
EXCUSED:

____
Tom Stallard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

By: ______________________________
Ana Gonzalez, City Clerk

RECORDING REQUESTED BY:
CITY OF WOODLAND

No fee document per
Government Code 6103 & 27383

WHEN RECORDED MAIL TO:
City Clerk
City of Woodland
300 First Street
Woodland, CA 95695

This space above for Recorder's Use Only

APN: 027-791-034

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EASEMENT DEED AND AGREEMENT

This Easement Deed and Agreement ("Agreement") is made this __ day of ______, 2015, by and between the City of Woodland, a municipal corporation of the State of California ("City") and Elizabeth Nien Mei Lu ("Grantor"), who shall individually be referred to as a party and together as the "parties".

WHEREAS, Grantor is the fee owner of a certain parcel of land located in the City of Woodland, County of Yolo, State of California, which is identified as 1819 Blowers Drive**,**Yolo County **APN 027-791-034** (the "Property").

WHEREAS, City is a municipal corporation that is undertaking a project to construct a recycled water pipeline to convey tertiary treated recycled water from the Water Pollution Control Facility east of County Road 102 to the industrial users on the northeast side of the City of Woodland, including installation, construction, operation, maintenance and repair (the "Project").

WHEREAS, in connection with City's construction, operation and maintenance of the Project, Grantor agrees to grant a permanent easement consisting of 95.79 square feet, more or less, as further described below on over, and under that portion of the Property more particularly desribed and depicted in Exhibit "A," attached hereto and made a part hereof ("Easement").

WHEREAS, Grantor is willing to convey the Easement to City subject to the terms and conditions set forth in this Agreement.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, parties hereby agree as follows:

1. Granting of Easement. Grantor hereby conveys the Easement to City for construction, installation, maintenance, operation, replacement, and removal of a recycled water pipeline and all necessary equipment, appurtenances, and improvements for recycled water purposes on, over, and under that certain real property more particularly described and depicted in Exhibit "A", attached hereto and made a part hereof, for ingress to and egress from such facilities and for such other access on or about and use of the Easement as may be reasonably necessary to effectuate the purposes of this Easement. City shall operate and maintain the Easement at City's sole cost and expense. City shall have the unrestricted right of ingress and egress over and across the real property owned by Grantor, to and from the Easement, for the purpose of exercising its rights granted herein, including City's installation, use, repair, testing, rebuilding, maintenance, and replacement of pipes and related facilities. Grantor also grants City the right to remove any obstructions (including trees or brush) within the Easement, at City's sole cost and expense, if such obstruction interferes with the City's installation, use, repair, testing, replacement, rebuilding, or maintenance of the recycled water pipeline. City and its employees and agents have the right to enter the Easement with contractors, workers, equipment, and material in order to inspect and survey the Easement area and to carry out the Easement purposes.

2. Purchase Price. City shall pay the Grantor the total sum of two thousand five hundred dollars ($2,500.00) for the Easement (the "Purchase Price"). Payment of the Purchase Price shall be made when title to the Easement vests in City free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and taxes, except:

a. Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
b. Covenants, conditions, restrictions and reservations of record that may be approved by City in writing.
c. Pre-existing easements or rights of way over the Property for public or quasi-public utility purposes, if any, that may be approved by GRANTEE in writing.

3. Expenses. City shall pay all expenses incidental to and necessarily incurred for conveyance of the Easement to City, including but not limited to recording fees, title insurance charges, reconveyance fees, trustee's fees, forwarding fees and prepayment penalties.

4. Escrow. This transaction shall be consummated through an escrow at Placer Title Company ("Escrow Agent") under Escrow Agent's Escrow Number ___________ ("Escrow") located at 30 West Main Street, Suite A, Woodland, California 95695, and consistent with the escrow instructions. City and Grantor shall execute, deliver and be bound by any reasonable or customary escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Agent to consummate the transaction contemplated by this Agreement.

5. Full Cooperation. Parties shall fully cooperate with each other with respect to the construction of the recycled water pipeline and the relocation of any of Grantor's facilities that

may be required by City's construction and installation of the improvements in the Easement area.

6. Restoration of Property. Within thirty (30) days of any work performed by the City within the Easement, City shall restore any portion of the Property adversely physically affected by the work to a condition as reasonably close as possible to the condition as it existed immediately prior to City's entry upon the Property. City and its contractors shall leave the Property in a neat, clean, safe and sightly condition. All such removal, repair and restoration work shall be completed by City or its contractors in a good and workmanlike manner with reasonable diligence, in compliance with all applicable laws and regulations.

7. Term and Termination. This Easement shall remain in effect until such time as the facilities are either relocated or are no longer necessary at which time City shall, if so requested by Grantor, execute a notice of termination in a form provided by Grantor and acceptable to City.

8. Grantor's Use of Easement Area. It is understood and agreed that the Grantor retains the right to use the Easement area for any purpose whatsoever, to the extent that such use does not unreasonably interfere with the City's use of the Easement. Grantor, however, will not erect or construct, or permit to be erected or constructed, except as Grantor may be required to permit based upon a preexisting easement, any building, structure, wall or footing(s) or plant trees within the Easement area, without the prior written consent of the City or as otherwise provided herein. Grantor shall not drill or construct or operate any well, or construct any reservoir or other obstruction in the Easement area, or diminish or substantially add to the ground over the Easement. Grantor shall not make any improvements within or abutting the Easement area that interferes with, or will interfere with, City's exercise of its rights under the Easement. Notwithstanding the foregoing, no prior consent from the City is required for surface improvements including, but not limited to landscaping (except trees), pavement, fencing, lighting, and signage. Grantor agrees to consult with the City as to the specific location and construction of Grantor's surface improvements for which the City's consent is not required. Grantor is not required to consult with the City or obtain the City's consent with regard to surface improvements erected or constructed by other preexisting easement holders.

9. Indemnification. City shall indemnify, protect, defend and hold harmless Grantor from and against any and all liabilities, liens, demands, suits, losses, damages, causes of action, injuries, claims, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "Claims") arising from or caused by entry upon the Property by City or the exercise of City's rights under this Agreement, provided, that the foregoing indemnity shall not apply to any loss or damage caused by the sole negligence, active negligence or willful misconduct of Grantor or any preexisting conditions on the Property uncovered or disturbed by City.

10. Integration. The parties have set forth herein the whole of their agreement. Subject to the indemnification provision in Section 6 of this Agreement, the performance of this Agreement constitutes the entire consideration for conveyance of the Easement and shall relieve

City of all further obligations or Claims related to or arising out of the purchase of the Easement or the location, grade or construction of the Project.

11. Easement Runs with the Land. The rights, conditions, restrictions, and duties created by this Easement Deed and Agreement shall run with the land and shall accrue to and be binding on the successors-in-interest, heirs, and assigns of City and Grantor.

12. Amendments. This Agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.

GRANTOR: **ELIZABETH NIEN MEI LU**	**GRANTEE:** **CITY OF WOODLAND**
By:___________________________ Elizabeth Nien Mei Lu	By: ________________________ Tom Stallard, Mayor

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

Dated:____________________________________

Signed:___________________________________

Ana B. Gonzalez, City Clerk

EXHIBIT A

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

EXHIBIT A

449-127
November 16, 2015

LAND DESCRIPTION
WATER LINE EASEMENT

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 34, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, and also being a portion of Lot 197 as shown in Book 2003 of Maps at Pages 166-169, said County Records, being more particularly described as follows:

BEGINNING at the intersection of the Northwesterly line of a 12.50 feet wide P.U.E. and T.P.M as shown on said map with the West line of said Lot 197, said point being distant the following two (2) courses and distances from City of Woodland Geodetic Point R-14: 1) South 14°32′05″ East 10,827.58 feet to City of Woodland Geodetic Point T-22; and 2) North 35°03′18″ West 4,461.47 feet; thence, from said POINT OF BEGINNING and along said West line, North 01°47′01″ East 23.42 feet to the Northeasterly line of a 30.00-foot wide P.G. & E. Gas Line Easement recorded in Book 495 of Official Records at Page 26, said County Records; thence, along said Northeasterly line, South 29°50′59″ East 15.75 feet to said Northwesterly line of said P.U.E. and T.P.M; thence, along said Northwesterly line, being a non-tangent curve to the left concave Southeasterly, the radial line of said curve bears South 46°40′14″ East, said curve having a radius of 185.50 feet, through a central angle of 04°00′36″ and having an arc distance of 12.98 feet to the POINT OF BEGINNING.

Containing 95.79 square feet of land, more or less.

The basis of bearings for this description is the tie line between City of Woodland Geodetic points "T-22" and "R-14"; said "T-22" having coordinates of North (Y) 2,003,386.801 feet and East (X) 6,639,148.946 feet, Epoch 1999.51; said "R-14" having coordinates of North (Y) 2,013,862.419 and East (X) 6,636,432.979 feet, Epoch 1999.51, said Grid bearing being North 14°32′05″ West, was determined from the "City of Woodland Geodetic Control Survey" filed in Book 2002 of Maps at Pages 88 through 94, said County Records.

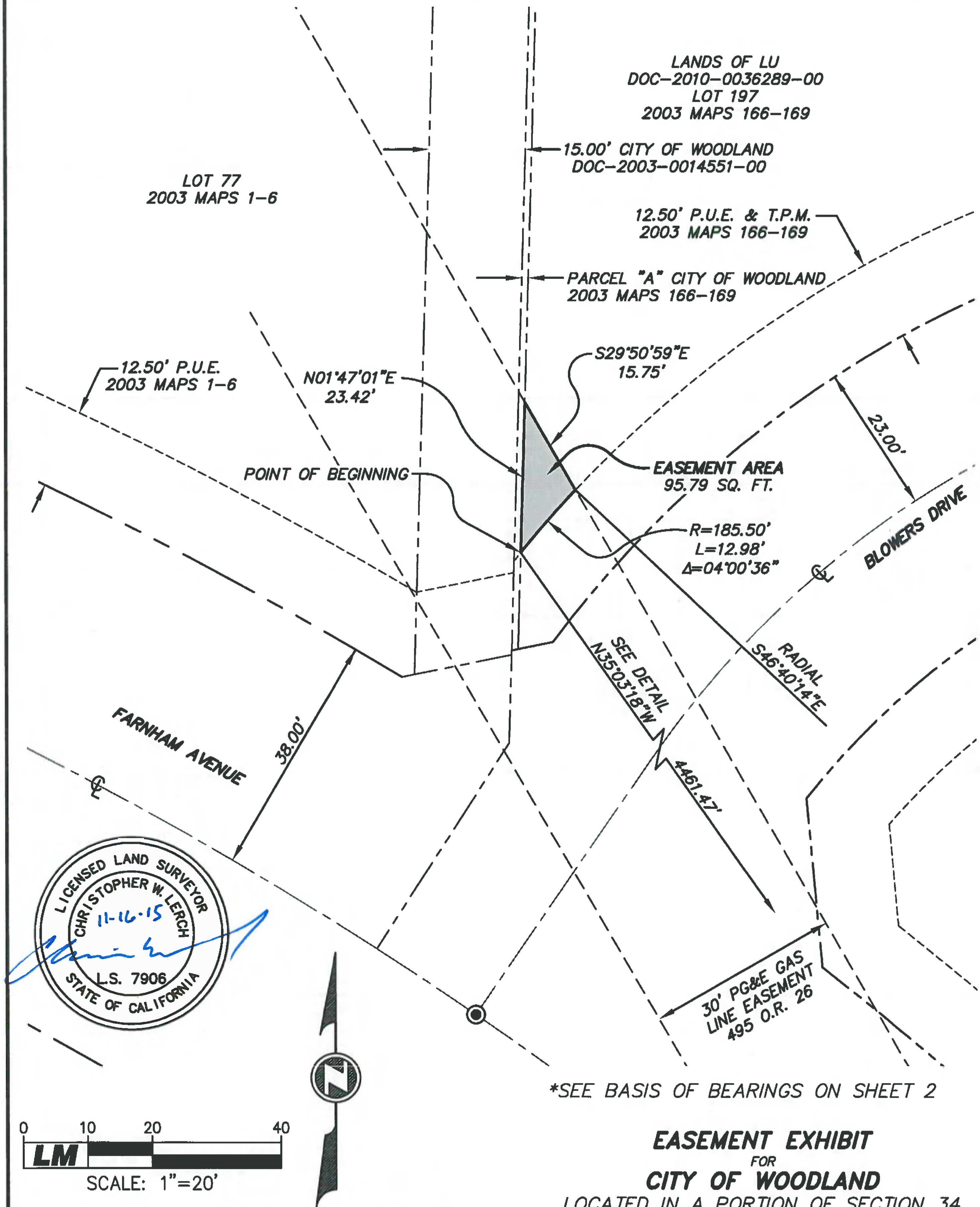
All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99994271.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors' Act.

LICENSED LAND SURVEYOR
CHRISTOPHER W. LERCH
L.S. 7906
STATE OF CALIFORNIA

End of description.

Christopher W. Lerch, L.S. — 11-16-15
Date



*SEE BASIS OF BEARINGS ON SHEET 2

EASEMENT EXHIBIT
FOR
CITY OF WOODLAND
LOCATED IN A PORTION OF SECTION 34,
TOWNSHIP 10 NORTH, RANGE 2 EAST,
MOUNT DIABLO MERIDIAN,
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA
SHEET 1 OF 2 NOVEMBER 16, 2015

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

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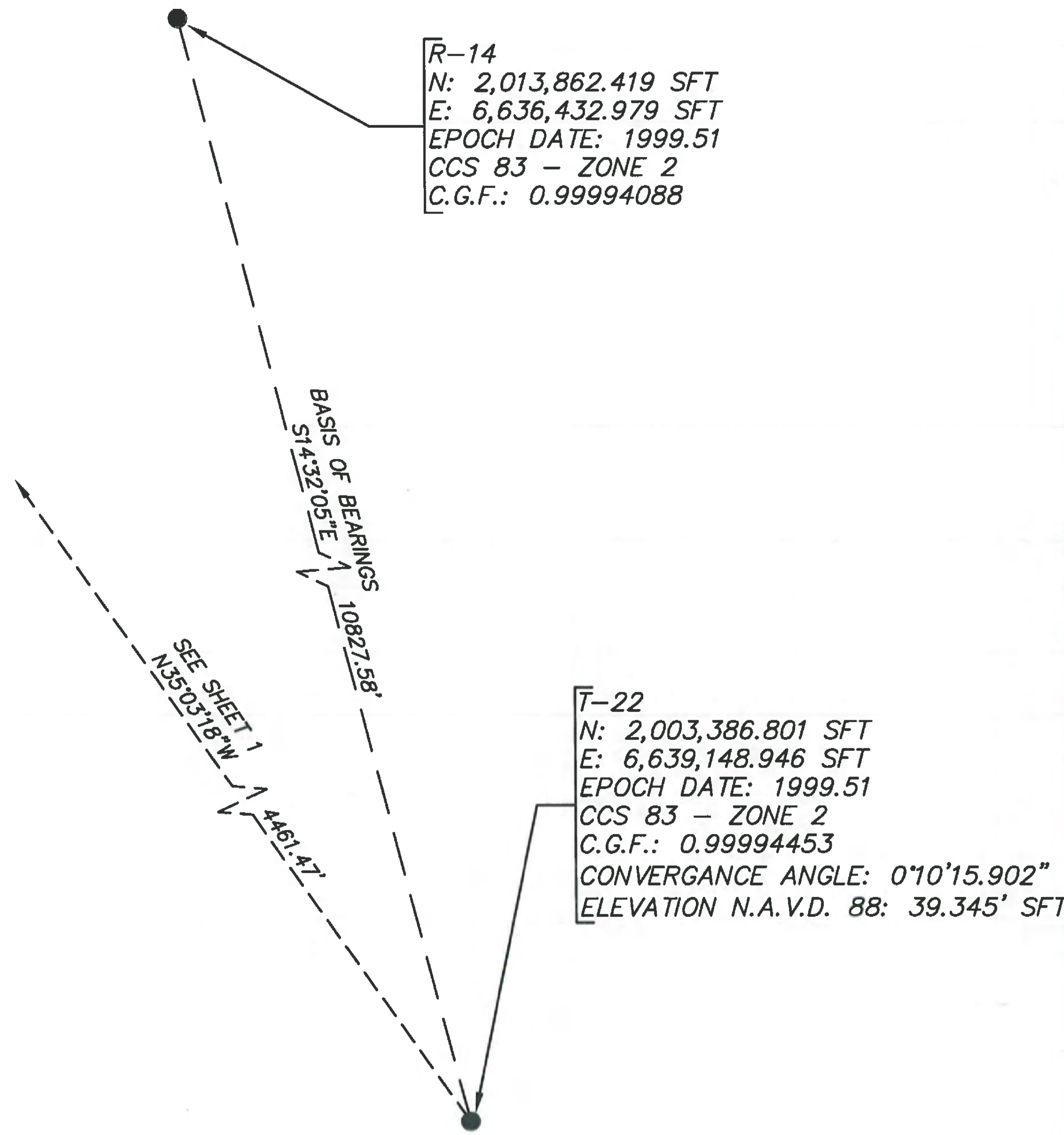

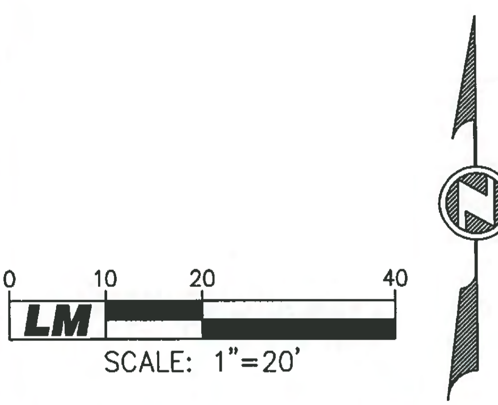

EASEMENT EXHIBIT
FOR
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RESOLUTION NO. 6308
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PLEDGING REVENUES FOR REPAYMENT OF CLEAN WATER STATE REVOLVING FUND OBLIGATIONS FOR THE RECYCLED WATER PROJECT

WHEREAS, the State of California has established a State Revolving Fund (SRF) loan and grant program for providing financial assistance to cities for the planning, design, and construction of their wastewater infrastructure; and

WHEREAS, the City of Woodland ("Entity") desires to participate in the SRF loan and grant program to finance the costs of constructing certain public facilities and improvements relating to its wastewater system, including certain treatment facilities, pipelines and other infrastructure which will allow for the production of recycled water which will be an additional water source for the water utility; and

WHEREAS, as a condition of receiving financial assistance through the SRF loan and grant program, Entity is required to enter into a financial assistance agreement, which sets forth certain repayment obligations.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland as follows:

SECTION 1. The City of Woodland (the "Entity") hereby dedicates and pledges Net Revenues of the Water Enterprise and the Water Enterprise Fund to payment of any and all Clean Water State Revolving Fund financing for the Recycled Water Project.

SECTION 2. The Entity commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the Entity has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board.

SECTION 3. So long as the financing agreement(s) are outstanding, the Entity's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary.

SECTION 4. So long as the financing agreement(s) are outstanding, the Entity commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

PASSED AND ADOPTED by the City Council on this 19th day of August, 2014, by the following vote:

AYES: _______
NOES: _______
ABSENT: _______
ABSTAIN: _______
APPROVED AS TO FORM:

____
Tom Stallard, Mayor

ATTEST: **APPROVED AS TO FORM:**

______________________________ ______________________________
Ana Gonzalez, City Clerk Kara Ueda, City Attorney

RATIFIED AND REPLACED by Resolution No. 6550 by the City Council this 20th day of October, 2015, by the following vote:

AYES: _______
NOES: _______
ABSENT: _______
ABSTAIN: _______
APPROVED AS TO FORM:

____
Tom Stallard, Mayor

ATTEST: **APPROVED AS TO FORM:**

______________________________ ______________________________
Ana Gonzalez, City Clerk Kara Ueda, City Attorney

RATIFIED AND REPLACED by Resolution No. ________ by the City Council this 1st day of December, 2015, by the following vote:

AYES: _______
NOES: _______
ABSENT: _______
ABSTAIN: _______
APPROVED AS TO FORM:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara Ueda, City Attorney