City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, August 22, 2017 | 6:00 PM | Council Chambers

CITY COUNCIL
CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: *Bobby Harris v. City of Woodland*, Yolo County Superior Court Case No. PT-17-753

B.2 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6

Agency Designated Representatives: City Manager and Human Resources Manager
Employee Organization(s): Confidential Unit

JOINT SPECIAL CITY COUNCIL/WOODLAND FINANCE AUTHORITY

August 22, 2017
6:00 PM

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.

F. MINUTES

1. Council Meeting Minutes

   Staff recommends that the City Council adopt the minutes of the Regular City Council/Woodland Finance Authority meeting of July 6, 2017 and July 18, 2017.

2. Commission on Aging Meeting Minutes for April 20 and June 15, 2017

   Staff recommends that the City Council receive the April 20 and June 15, 2017 Commission on Aging Minutes that were approved on June 15 and July 20 (respectively).

3. Historic Preservation Commission Meeting Minutes

   Staff recommends that the City Council receive the minutes of the Historic Preservation Commission of February 15, 2017 and March 9, 2017.

4. Parks & Recreation Commission Meeting Minutes for May 22, 2017

   Staff recommends that the City Council receive the May 22, 2017 Parks & Recreation Commission Minutes that were approved on July 24, 2017.

5. Planning Commission Meeting Minutes

   Staff recommends that the City Council receive the minutes of the Planning Commission meeting of May 18, 2017.

G. PRESENTATIONS

6. Proclamation of Appreciation Honoring Melody Parker

   Staff recommends that the City Council recognize Melody Parker for her service with the Commission on Aging.

7. Planning Commission Annual Report and Work Program for Fiscal Year 2017-2018

   Staff recommends that the City Council:

   1) Receive a report from the Planning Commission; and

   2) Approve the Planning Commission Work Program for Fiscal Year 2017-2018

H. CONSENT CALENDAR

8. Fire Department Quarterly Status Report for the Period of April 2017 - June 2017

   Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2017 through June 2017.

9. Police Department Quarterly Status Report for the period of April 2017 through June 2017

   Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2017 through June 2017.

10. Treasurer’s Investment Report Quarter Ending June 30, 2017

Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2017.

11. Final Acceptance and Notice of Completion for Well #24 and Well #26 Water Main Project, CIP #16-09

    Staff recommends that the City Council adopt Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for Well #24 and Well #26 Water Main Project (CIP #16-09).

12. Reject All Bids and Re-Authorize Bid Advertisement for 2017 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06

    Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the August 8, 2017 bid opening and reauthorizing bidding for the 2017 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06.

13. Approval of Final Map 5101 Calwest 2, Subdivision Improvement Agreement, and Related Reimbursement Agreements

    Staff recommends that the City Council:

    1) Adopt Resolution No. _____, approving Final Map 5101 Calwest 2; approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

    2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorizing the City Manager to sign on behalf of the City; and authorizing the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

14. Approval of Final Map 5107 Heritage Remainder Phase 2, Related Subdivision Improvement Agreement, and SLIF Reimbursement Agreement

    Staff recommends that the City Council:

    1) Adopt Resolution No. _____, approving Final Map 5107 Heritage Remainder 2; approving the related Subdivision Improvement Agreement and authorizing Mayor to sign on behalf of the City; and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

    2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement; and authorizing the City Manager sign on behalf of the City and to sign amendments for up to 15% of the reimbursement agreement.

15. YMCA Fitness and Wellness Center Use Agreement Amendment Related to Ownership of Exercise Equipment

    Staff recommends that the City Council adopt Resolution No. _____, amending the YMCA Fitness and Wellness Center Use Agreement and authorizing the City Manager to execute a third contract amendment to the agreement.

16. Increase the Fiscal Year 2017/2018 Special Energy Projects Budget by $5,851

    Staff recommends that the City Council adopt Resolution No. _____, approving a $5,851 increase to the Fiscal Year 2017/2018 Special Energy Projects Budget.

17. Increase the Fiscal Year 2017/2018 Tree Rebate Program Budget
Staff recommends that the City Council adopt Resolution No. _____, approving an increase to the Fiscal Year 2017/2018 Tree Rebate Program Budget.

18. Approve Amendment #6 to Agreement with Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #6 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

19. Approve Consultant Services Agreement for Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate $700,000 from the Southeast Area Infrastructure Fee (Fund 593) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, 2) approve a consultant design services agreement with Mark Thomas, in an amount not to exceed $634,000 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and 3) authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% ($95,100) of the contract amount.

20. Establish Diagonal On-street Parking on Second Street between Main Street and Lincoln Avenue

Staff recommends that the City Council adopt Resolution No. _____, establishing diagonal on-street parking on Second Street between Main Street and Lincoln Avenue.

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

Staff recommends that the City Council:

(1) Adopt Resolution No. _____, declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for October 3, 2017; and

(2) Adopt Resolution No. _____, declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for October 3, 2017.

22. Professional Services Agreement with Interwest Consulting Group for Fire Inspection and Fire Plan Check Services

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to Execute the FY2017/18 Contract with Interwest Consulting Group in the amount not to exceed $180,000 for Fire Inspection and Fire Plan Check services.

23. New Job Descriptions: Utilities Maintenance Series, and Selected Salary Adjustments

Staff's recommends that the City Council approves the revised Utilities Maintenance Job Series and approve new salary ranges and approve the new Underground Utility Service Locator job description and range (range 46) In addition, approve the new salary ranges for selected job classifications as a result of a Compensation Study which the City engaged in during the Fiscal Year 2016/17.

24. Budget Appropriation Approval for Housing Related Parks Program Expenditures

    Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of $149,125 for the housing-related parks program grant project.

25. Agreement with the California Department of Transportation for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

26. Authorize Contracts for 2016/2017 Urban and Community Forestry California Climate Investment Grants Project

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute agreements related to funding from the Urban Forestry Grant Program entitled "California Climate Investments Grant 2016/2017", as provided through the California Greenhouse Gas Reduction Fund.

27. Woodland Regional Park Site - State Parks Outdoor Environmental Education Faclities Grant Application

    Authorize Submittal of State Parks Outdoor Environmental Education Facilities Grant Application for the Woodland Regional Park Outdoor Education Trail Project.

28. League of California Cities 2017 Annual Conference - Resolutions for Consideration

    Staff recommends that Council receive this informational report on resolutions to be considered by member cities at the annual business meeting of the League of California Cities, to be held on September 13, 2017.

29. Continuation of Public Hearing

    Staff is recommending that the public hearings noticed for Tuesday, August 22, 2017, concerning the annexation of territory to each of Community Facilities District No. 2004-1 (Spring Lake) and Spring Lake Maintenance Community Facilities District be continued to Tuesday, September 5, 2017.

I. PUBLIC HEARINGS

30. PUBLIC HEARING - Cannabis Cultivation Ordinance to Conform to State Law Regarding Personal Cultivation of Cannabis

    Staff recommends that the City Council:

    1) Conduct a Public Hearing; and

    2) Waive the first reading and read by title only an Ordinance amending Article 21.5 of Chapter 25 of the Woodland Municipal Code related to Zoning of Personal Cultivation of Cannabis.

J. REPORTS OF THE CITY MANAGER

31. Discussion Concerning Commercial Cannabis Options

    Staff recommends that the City Council receive an update on options under consideration related to permitting commercial cannabis uses in the City of Woodland.

32. Homeless Update - Homeless Action Plan

    Staff recommends that the City Council receive a report from staff and the Councils Homeless Subcommittee related to development of a comprehensive Homeless Action Plan, and provide feedback on framework and preliminary recommendations.

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

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the sole-source purchase of Ultra Violet Lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.

34. Authorize the Sole-source Purchase of Coagulants for the Water Pollution Control Facility

    Staff recommends that the City Council adopt Resolution No. _____, authorizing City Manager to execute the FY 18 Sole Source Contract with Rosa Water Technology Associates in an amount not-to-exceed $160,000.

K. 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 August 22, 2017 was posted on August 18, 2017 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.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 1.
SUBJECT: Council Meeting Minutes

Recommendation for Action:
Staff recommends that the City Council adopt the minutes of the Regular City Council/Woodland Finance Authority meeting of July 6, 2017 and July 18, 2017.

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

Prepared By: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Draft CC Minutes of July 6, 2017	8/16/2017	Minutes
Draft CC Minutes of July 18, 2017	8/17/2017	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Thursday, July 6, 2017

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Assistant City Manager, Human Resources Manager and Police Chief
Employee Organization(s): Police Mid-Management Employees

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JULY 6, 2017
6:00 PM

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Angel Barajas, Mayor Pro Tem Enrique Fernandez, Council Member Marlin Davies, Council Member Xochitl Rodriguez and Council Member Tom Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Armando Fernandez.

D. COMMUNICATIONS-PUBLIC COMMENT

None

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

17-0553 SUBJECT: Long Range Calendar

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

F. MINUTES

17-0557 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 6, 2017 and the Joint Regular City Council/Woodland Finance Authority/Successor Agency meeting of June 20, 2017.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 6, 2017 and the Joint Regular City Council/Woodland Finance Authority/Successor Agency meeting of June 20, 2017.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

G. PRESENTATIONS

1. 17-0525 SUBJECT: Proclamation of Appreciation for John & Eunice Davidson Fund Donation

Recommendation for Action: Staff recommends that the City Council recognize a donation from the John & Eunice Davidson Fund to improve Ferns Park with a proclamation of appreciation.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members presented a Proclamation to Carol Pirrucello recognizing a donation from the John and Eunice Davidson Fund to improve Ferns Park.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

H. CONSENT CALENDAR

2. 17-0511 SUBJECT: Approve Transfer of Funds from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to transfer $50,000 from CIP 09-23 (Water System Leak Detection, Maintenance, & Repairs) to CIP 16-09 (Well #24 and Well #26 Water Main Project).

Adopted Resolution No. 6876, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A TRANSFER OF FUNDS FROM CIP 09-23 (WATER SYSTEM LEAK DETECTION, MAINTENANCE, & REPAIRS) TO CIP 16-09 (WELL #24 AND WELL #26 WATER MAIN PROJECT).

3. 17-0523 SUBJECT: Yolo County Waste Advisory Committee Appointment

Recommendation for Action: Staff recommends that the City Council

adopt Resolution No. _____, approving the appointment of Rosie Ledesma as the City's representative on the Yolo County Waste Advisory Committee for the period of August 1, 2017 through January 31, 2018.

Adopted Resolution No. 6877, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPOINTING A REPRESENTATIVE TO SERVE ON THE YOLO COUNTY WASTE ADVISORY COMMITTEE.

4. 17-0531 SUBJECT: Final Acceptance and Notice of Completion for Industrial Park Recycled Water Project, CIP #15-10

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Industrial Park Recycled Water Project, CIP #15-10, construction contract with Mountain Cascade, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Adopted Resolution No. 6878, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE INDUSTRIAL PARK RECYCLED WATER PROJECT (CIP 15-10) CONSTRUCTION CONTRACT WITH MOUNTAIN CASCADE, INC. AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

5. 17-0548 SUBJECT: Special Assessment Tax Roll Collections

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

Adopted Resolution No. 6879, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

6. 17-0552 SUBJECT: Approve Consultant Services Agreement for the ADA Transition Plan, CIP 17-11

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for preparation of a citywide ADA Transition Plan with Sally Swanson Architects in an amount up to $93,070 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% ($13,960) of the agreement amount.

Adopted Resolution No. 6880, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CONSULTANT SERVICES AGREEMENT FOR PREPARATION OF A CITYWIDE ADA TRANSITION PLAN (CIP 17-11) WITH SALLY SWANSON ARCHITECTS.

7. 17-0556 SUBJECT: Woodland's Dinner on Main License Agreement - Edible

Learning Garden at City Hall - 300 First Street

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a License Agreement with Woodland's Dinner on Main for development and use of a portion of 300 First Street (City Hall) as an Edible Learning Garden.

Adopted Resolution No. 6881, RESOLUTION OF THE CITY OF WOODLAND, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH WOODLAND'S DINNER ON MAIN, A CALIFORNIA NON-PROFIT BENEFIT CORPORATION DEVELOPMENT AND USE OF A PORTION OF 300 FIRST STREET (CITY HALL) AS AN EDIBLE LEARNING GARDEN.

8. 17-0558 SUBJECT: Renewal of Woodland TV Channel 21 Contract

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ renewing the contract with Woodland TV Channel 21 for the broadcast of the Council meetings and Commission meetings for the period July 1, 2017 through June 30, 2020.

Adopted Resolution No. 6882, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF WOODLAND AND WOODLAND TV CHANNEL 21 TO PROVIDE LIVE VIDEO BROADCAST OF CERTAIN PUBLIC MEETINGS FOR CITY.

On a motion by Council Member Rodriguez, seconded by Council Member Davies and carried unanimously, Council Members approved Consent Calendar Items No. 2 through 8.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

I. REPORTS OF THE CITY MANAGER

9. 17-0559 SUBJECT: Woodland Regional Park Site - Habitat Conservation Easement Update and Proposed Environmental Education Center

Recommendation for Action

Staff recommends the City Council receive an update from staff on the Woodland Regional Park Site and take the following actions:

1. Direct staff to complete negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the Site and return to Council with final easement documents and appraisal value; and
2. Approved Resolution No. authorizing the City Manager to

prepare and execute a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center; and

3. Direct staff to pursue grant funding opportunities in partnership with Explorit to fund improvements at the Site consistent with the proposed conservation easement and attached draft Master Plan for the Woodland Regional Park.

Council Members received an update from staff on the Woodland Regional Park Site. Council Members accepted the staff recommendations with the exception that staff prepare a lease with Explorit and bring back to Council for ratification.

Juan Barajas spoke regarding the Edible Garden Project.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

10. 17-0560 SUBJECT: Sanctuary City

Council Members will have a discussion regarding Sanctuary City.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Davies and carried unanimously, Council Members agreed to extend the Council meeting beyond 9:00PM.

Council Members had a discussion regarding Sanctuary City. On a motion by Council Member Davies, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members agreed on a Council Sub-Committee comprised of Council Member Stallard and Mayor Barajas to investigate what some of the issues may be and report back with options.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

J. MEETING ADJOURNED AT 9:08PM.

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, July 18, 2017

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION
5:30 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS,
Pursuant to Section 54956.8
PROPERTY: Approximately 4.7 acres of land located at 1585 East Gibson Road, Woodland, CA 95776, known generally as the District's former Willow Spring School site
AGENCY NEGOTIATOR: City Manager, Community Development Director and City Attorney
NEGOTIATING PARTIES: Woodland Joint Unified School District (WJUSD)
UNDER NEGOTIATIONS: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JULY 18, 2017
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Angel Barajas, Mayor Pro Tem Enrique Fernandez, Council Member Marlin Davies, Council Member Xochitl Rodriguez and Council Member Tom Stallard

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

Marie Perea spoke regarding Sanctuary City.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

17-0577 SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

1. 17-0561 SUBJECT: Proclamation - Appreciation and Recognition of Rob Sanders

Recommendation for Action: Staff recommends that the City Council recognize retiree Rob Sanders for his many years of service to the City of Woodland and for his efforts in leading and guiding multiple Divisions and Work Groups of Public Works.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members presented a Proclamation of Appreciation to retiree Rob Sanders for is many years of service to the City of Woodland.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

G. CONSENT CALENDAR

2. 17-0566 SUBJECT: Community Services Department Quarterly Status Report for the period of April 2017 through June 2017

Recommendation for Action: Staff recommends that the City Council accept the Community Service's Department's Quarterly Status Report.

Accepted the Community Service's Department's Quarterly Status Report.

3. 17-0568 SUBJECT: Receive Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2016 program year and receive a summary update on the 2017 program year.

Received and filed the Manufactured Home Fair Practices Commission Annual Report for the 2016 program year and receive a summary update on the 2017 program year.

4. 17-0550 SUBJECT: Approve Contract with Laugenour and Miekle for West Street Water Main Project, CIP 17-08

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement with Laugenour and Miekle (L&M) for the West Street Water Main Project, CIP 17-08, for an amount up to $93,480 and authorize a contingency for design contract amendments up to an additional 10% (9,348).

Adopted Resolution No. 6883, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR ENGINEERING CONSULTING SERVICES.

5. 17-0565 SUBJECT: Contract Award - FY2017/18 Annual Cyclical Tree Pruning

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the FY 2017/18 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $179,000.

Adopted Resolution No. 6884, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZATION THE CITY MANAGER TO EXECUTE THE FY2017/18 CONTRACT WITH WEST COAST ARBORISTS IN THE AMOUNT OF ONE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENTY FOUR DOLLARS.

6. 17-0555 SUBJECT: Award Construction Contract with Euro Style Management, Inc. to Provide Construction Services for the WPCF Clarifier Coating Project, CIP 17-20, and Appropriate Project Funding

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, authorizing the City Manager to:
2) Create a new capital project, the WPCF Clarifier Coating Project, CIP 17-20; and
3) Appropriate $270,000 from CIP 14-02, Water Pollution Asset Replacement Project, to CIP 17-20; and
4) Award a construction contract with Euro Style Management, Inc. for construction services in the not-to-exceed amount of $173,500 for the WPCF Clarifier Coating Project; and
5) Approve construction contract change order(s) for construction contingencies of up to an additional 10% of the contract award amount ($17,350).

Adopted Resolution No. 6885, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH EURO STYLE MANAGEMENT, INC. IN THE NOT-TO-EXCEED AMOUNT OF $173,500 WITH A TEN PERCENT (10%) CONTINGENCY FOR CIP 17-20, WPCF CLARIFIER COATING PROJECT.

7. 17-0554 SUBJECT: Memorandum of Understanding with the Woodland Police Supervisor Association, covering the period from July 1, 2017 through June 30, 2021

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, ratifying a four (4) year, Memorandum of Understanding with the Woodland Police Supervisor Association, covering the period from July 1, 2017 through June 30, 2021.

Adopted Resolution No. 6886, MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WOODLAND AND THE WOODLAND POLICE SUPERVISORS ASSOCIATION - July 1, 2017– June 30, 2021.

8. 17-253

SUBJECT: Memorandum of Understanding with the Woodland Police Officers' Association, covering the period from July 1, 2017 through June 30, 2021.

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, ratifying a four-year, Memorandum of Understanding with the Woodland Police Officers' Association, covering the period from July 1, 2017 through June 30, 2021.

Adopted Resolution No. 6887, MEMORANDUM OF UNDERSTANDING BETWEEN THE WOODLAND POLICE OFFICERS' ASSOCIATION OF THE CITY OF WOODLAND.

9. 17-0563

SUBJECT: Memorandum of Understanding with the Woodland Police Mid-Management Association, covering the period from July 1, 2017 through June 30, 2020

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, ratifying a three-year, Memorandum of Understanding with the Woodland Police Mid-Management Association, covering the period from July 1, 2017 through June 30, 2020.

Adopted Resolution No. 6888, MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WOODLAND AND THE WOODLAND POLICE MID-MANAGEMENT UNIT - July 1, 2017 to June 30, 2020.

10. 17-0570

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

Recommendation for Action: Staff recommends that the City Council:
(1) adopt Resolution No. _____, declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for August 22, 2017; and
(2) adopt Resolution No. _____, declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for August 22, 2017.

**Adopted Resolution No. 6889, A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT 2004-1 (SPRING LAKE) AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES - Annexation No. 2 and Resolution No. 6890, A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO THE SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT
AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN MAINTENANCE SERVICES - Annexation No. 2.**

12. 17-0572 SUBJECT: Approve Plans and Specifications and Authorize Bid Advertisement for Harter Avenue Sewer Rehabilitation, CIP 08-21

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the Harter Avenue Sewer Rehabilitation, CIP #08-21.

Adopted Resolution No. 6892, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE HARTER AVENUE SEWER REHABILITATION PROJECT, CIP #08-21.

13. 17-0551 SUBJECT: Approve Plans & Specifications, and Authorize Bid Advertisement for Destroy Old Wells (Well #10, Well #17, and Well #20), CIP #11-10

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the Destroy Old Wells (Well #10, Well #17, and Well #20) Project, CIP #11-10.

Adpopted Resolution No. 6893, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE DESTROY OLD WELLS (WELL #10, WELL #17, AND WELL #20) PROJECT, CIP #11-10.

14. 17-0578 SUBJECT: Approve the Sale of the City of Woodland Wastewater Revenue Refunding Bonds, Series 2017

Recommendation for Action: Staff recommends that the City Council, as the Board of the Woodland Finance Authority, adopt Resolution No. _____, approving the Form of and Authorizing Execution and Delivery of the Escrow Agreement and the First Amendment to the Installment Purchase Contract Related to the Refunding of the Woodland Finance Authority Wastewater Revenue Bonds (Second Senior Lien), Series 2009.

**Adopted Resolution No. 17-08-FA, RESOLUTION APPROVING THE FORM OF AND AUTHORIZING
EXECUTION AND DELIVERY OF THE ESCROW AGREEMENT AND THE FIRST AMENDMENT TO INSTALLMENT PURCHASE CONTRACT RELATED TO THE REFUNDING OF THE WOODLAND FINANCE AUTHORITY WASTEWATER REVENUE BONDS (SECOND SENIOR LIEN) SERIES 2009.**

15. 17-0579 SUBJECT: Cooperation and Administrative Services Agreement with Valley Clean Energy Alliance

Recommendation for Action: Staff recommends that the City Council approve the Cooperation and Administrative Services Agreement with Valley Clean Energy Alliance (VCEA).

Adopted Resolution No. 6894, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COOPERATION AND ADMINISTRATIVE SERVICES AGREEMENT WITH THE VALLEY CLEAN ENERGY ALLIANCE.

16. 17-0580 SUBJECT: Second Reading and Adoption of Ordinance Amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending Section 23-62 of the Woodland Municipal Code Related to the Documentary Transfer Tax

Adopted Ordinance No. 1619, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 23-62 OF THE WOODLAND MUNICIPAL CODE RELATED TO THE DOCUMENTARY TRANSFER TAX.

17. 17-0581 SUBJECT: Second Reading and Adoption of Ordinance amending the City's Parking Ordinance

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, amending the City's Parking Ordinance (Municipal Code Chapter 14, Article VII) to add 20 minute, 3-hour, 4-hour parking time zones to the City's Ordinance.

Council Member Davies asked that this item be pulled for discussion. Stephen Coyle addressed his concerns.

Adopted Ordinance No. 1620, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 14-7-1 OF AND ADDING SECTION 14-7-8 TO THE CITY OF WOODLAND MUNICIPAL CODE RELATED TO STOPPING, STANDING, OR PARKING RESTRICTIONS AND ESTABLISHING ADDITIONAL DOWNTOWN PARKING TIME ZONES IN THE CITY OF WOODLAND.

Consent Calendar Item No. 11 was pulled from the Consent Calendar and moved to the end of the Regular Calendar for discussion.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members approved Consent Calendar Items No. 2 through 17, minus Item No. 11 which was moved to Reports of the City Manager.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Barajas

H. PUBLIC HEARINGS

18. 17-0575 SUBJECT: PUBLIC HEARING - Waste Management Liens

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

Charges on Tax Roll".

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 6895, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

19. 17-0567 SUBJECT: PUBLIC HEARING - Fiscal Year 2017/18 Community Development Block Grant Action Plan and Authorization of Submittal of Action Plan

Recommendation for Action: Staff recommends that the City Council hold a public hearing and approve the 2017/18 Community Development Block Grant Annual Action Plan. The City Council's approval is based on taking the following actions:
1. Hold a public hearing to receive community input on the Fiscal Year (FY) 2017/18 Community Development Block Grant (CDBG) Action Plan (Attachment A); and
2. Adopt a Resolution to approve the Fiscal Year FY 2017/18 CDBG Action Plan with the funding allocations as recommended by the CDBG Review Panel and staff (Attachment C); and
3. Direct staff to complete the FY 2017/18 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocations along with any public input received during the public comment period; and
4. Direct staff to forward the completed FY 2017/18 Action Plan once completed; and
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funded activities; and
6. Authorize the Finance Officer to make the budget allocations as specified.

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

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolutio No. 6896, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO HOLD A PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON THE FISCAL YEAR 2017/18 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND APPROVE THE ACTION PLAN.

20. 17-0576 SUBJECT: PUBLIC HEARING - Extension of an Urgency Interim Ordinance Establishing a Moratorium on Mini-Storage/ Warehouse Facilities in All Zoning Districts

Recommendation for Action: Staff recommends that the City Council:
1) Hold a public hearing to receive a staff report regarding the Interim Urgency Ordinance adopted by the City Council on June 6, 2017;
2) Issue a Report on the Measures Taken to Study Mini-Storage and Warehouse Uses and appropriate zoning for such uses; and
3) Adopt Ordinance No. _____, by a Four- Fifths Vote Extending Ordinance No. 1617 that Imposed a 45-day Moratorium on the Establishment of Mini-Storage/Warehouse Facilities in all Zones within the City of Woodland.

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Ordinance No. 1621, AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND PURSUANT TO GOVERNMENT CODE SECTION 65858 EXTENDING INTERIM URGENCY ORDINANCE NO. 1617 FOR AN ADDITIONAL FIVE MONTHS AND TWELVE DAYS TO CONTINUE DURING THIS PERIOD THE TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW, OR EXPANSION OF, EXISTING MINI-STORAGE/WAREHOUSE FACILITIES.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

I. REPORTS OF THE CITY MANAGER

21. 17-0573 SUBJECT: Receive General Plan and Housing Element Annual Progress Report for the Period of January 1 - December 31, 2016

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

1. Receive a report concerning the Housing Element Annual Progress Report, required by the State of California; and

2. Accept the Housing Element Annual Progress Report and direct staff to transmit the report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) for filing.

Received and accepted a report regarding the Housing Element Annual Progress Report, required by the State of California; and directed staff to transmit the report to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) for filing.

Ayes: 5 - Mayor Barajas, Mayor Pro Tem Fernandez, Council Member Davies, Council Member Rodriguez and Council Member Stallard

22. 17-0571 SUBJECT: Receive Fiscal Year 2016/17 Report on Affordable Housing Loan Portfolio

Recommendation for Action: Staff recommends that the City Council

receive the Fiscal Year 2016/17 report on the City's affordable housing loan portfolio.

Received the Fiscal Year 2016/17 report on the City's affordable housing loan portfolio.

11. 17-0569

SUBJECT: Approve Plans & Specifications, and Authorize Bid Advertisement for WPCF Pond #7 Biosolids Drying and Removal Project, CIP #18-06

Recommendation for Action: Staff recommends that the City Council:
a. Adopt Resolution No. _____, approving the plans & specifications and authorize bid advertisement; and
b. Create CIP 18-06 into the Capital Improvement Program FY 17/18 budget year; and
c. Authorize the City Manager to execute the construction contract to the lowest, responsive, responsible bidder at an amount not to exceed $325,000, plus a contingency in the amount of 20% of the contract amount for the WPCF Pond #7 Biosolids Drying and Removal Project, CIP #18-06; and
d. Authorize City Manager to approve a Purchase Order with the Yolo County Landfill for an amount not to exceed $200,000 for the WPCF Pond #7 Biosolids Drying and Removal Project, CIP #18-06; and
e. Approve the allocation of $575,000 of Sewer Enterprise Funds from Treatment Plant Exp-Biosolids, CIP 10-11 to WPCF Pond #7 Biosolids Drying and Removal Project, CIP #18-06 to provide for the total project budget.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried on a 4-1 vote, Council Members adopted Resolution No. 6891, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE WPCF POND #7 BIOSOLIDS DRYING AND REMOVAL PROJECT, CIP #18-06 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIVE & RESPONSIBLE BIDDER, AND REALLOCATE FUNDS FROM CIP #10-11 TO CIP 18-06.

The resolution was amended to change $325,000 to $525,000 in two (2) places, delete the recital and Section No. 5.

Ayes: 4 - Mayor Barajas, Council Member Davies, Council Member Rodriguez and Council Member Stallard

Abstain: 1 - Mayor Pro Tem Fernandez

J. ADJOURNED AT 7:40PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 2.
SUBJECT: Commission on Aging Meeting Minutes for April 20 and June 15, 2017

Recommendation for Action:
Staff recommends that the City Council receive the April 20 and June 15, 2017 Commission on Aging Minutes that were approved on June 15 and July 20 (respectively).

Staff Contact:
Dallas Tringali, Community Services Program Manager, (530) 661-2005, dallas.tringali@cityofwoodland.org

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
April minutes	8/16/2017	Cover Memo
June minutes	8/16/2017	Cover Memo

Regular Meeting Minutes

April 20, 2017

Call to Order

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

Roll Call

Commissioners Present:	Campbell, Wheeler, Parker, Kelley, Overholt
Absent	
Staff:	Engel, Tringali, Haynie

Pledge of Allegiance

Consent Item

March 16, 2017 Minutes

Commissioner Parker made the motion to accept the March 16, 2017 minutes as written; Commissioner Wheeler seconded the motion. Passed 5/0

Communication-Commission/Staff Statements and Requests

Commissioner Overholt may start a new job out of town; Commissioner Parker's last meeting will be in July.

Consider Commissioner Requests for Excused Absences for Future Meetings

No requests.

Regular Calendar

Work Plan

Commissioners discussed all the Work Plan Items.

Annual Report to Council

The Commission will provide their annual report to Council at May 16, 2017 Council Meeting. Commissioner Overholt and Chair Campbell will update the presentation. During the Council Meeting COA will receive the Proclamation for May is Older Americans Month.

Speaker Series

Commissioners discussed the type of speakers to best meet the needs of the seniors.

Handicap parking at front of WC&SC

Commissioners discussed Handicap Parking Subcommittee meeting packet for the May 9, 2017 meeting.

Senior Resource Fair May 25, 2017

Commissioner Parker reported that 44 vendors confirmed for the Resource Fair and 12 speakers were booked.

Apartment List

Apartment List updates provided to staff at the July meeting.

Report of the Staff

Senior Center Report

Tringali reviewed his Commission report highlighting Tax Aid and the Senior Resource Fair.
St. Johns hearing aid and blood pressure clinic is held the first and third Wednesday of the month.
Commit2Fit Campaign for the month of May is led by Marshall Echols. YMCA is offering free use of the fitness center for the month. June 1, 2017 at 6:00 p.m. is the raffle event with Yolo County Health and Human Services providing healthy food for the event.

Facility Update, Senior Issues

Tringali updated the Commission on the boxing programs move to the Woodland Community & Senior Center. Program starts on May 1, 2017 with the Grand Opening scheduled for May 8, 2017 at 5:30 p.m.

Public Comment-None

Business Items for Next Meeting
Minutes
Consider Commissioner Requests for Excused Absences from Future Meetings
2017 Work Plan Finalize
Speaker Series
Handicap parking
Senior Resources Fair May 25, 2017
Senior Center Report
Facilities update
Next Meeting Date May18, 2017

Adjourn

Commissioner Parker made the motion to adjourn the meeting at 4:11 p.m., Commissioner Overholt seconded the motion, and motion carried 5/0.

Respectfully submitted,

Cathy Haynie, Administrative Supervisor
Community Services Department

Commission on Aging

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

Regular Meeting Minutes

June 15, 2017

Call to Order

Meeting convened at 3:05 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Campbell presiding.

Roll Call

Commissioners Present:	Campbell, Wheeler, Parker, Kelley, Overholt
Absent	
Staff:	Tringali, Haynie

Pledge of Allegiance

Consent Item

March 16, 2017 Minutes

Commissioner Parker made the motion to accept the April 20, 2017 minutes as written; Commissioner Wheeler seconded the motion. Passed 5/0

Communication-Commission/Staff Statements and Requests

Commissioner Kelley asked if the handicap parking survey would appear in the Senior Gram. Tringali informed the Commission the Senior Gram formatted eight (8) weeks before printing. Senior desk is handing out surveys to participants. Commissioner Campbell would like to visit the support groups with the surveys.

Consider Commissioner Requests for Excused Absences for Future Meetings

Commissioner Wheeler and Commissioner Overholt requested off for the July meeting.
Commissioner Kelley made the motion to excuse Commissioners Wheeler and Overholt for the July meeting, Commissioner Parker seconded the motion. 5/0

Regular Calendar

Work Plan

Commissioners will review Work Plan and bring changes to a future meeting for approval.

Annual Report to Council

Commissioner Overholt and Chair Campbell presented the COA Annual Report to Council on May 16, 2017; Commissioner Kelley attended the meeting. Commissioner Campbell stated that the Mayor asked how Council could assist with the Handicap Parking issues. Council seemed impressed with the Teens Helping Program.

Speaker Series

Tringali reviewed the scheduled speakers. “Why getting Older is getting better: How Aging Shapes our Everyday Memory, Speech, and Cognition”, Tuesday, June 27 at 1 p.m. Commissioner Regan asked how Tringali responded to requests. Tringali reviews each request and will only approve requests that are informative and do not require the participant to make a purchase. Commissioner Campbell received a request for a class recognizing the signs of a stroke, for those who have not had a stroke. Tringali will contact potential instructor and asked the Commission to forward any additional requests to him.

Handicap parking at front of WC&SC

Commissioner Campbell stated that at the May 9, 2017 meeting they discussed short time and long term options. City Engineer will be providing rough costs for the options.

Senior Resource Fair May 25, 2017

Commission discussed the success of the Senior Resource Fair. Next year the press release will include schedule of events. Commissioners will arrive 90 minutes before the start of the event.

Apartment List

Apartment List updates provided to staff at the July meeting.

Report of the Staff

Senior Center Report

Tringali stated that the summer programs began on June 12; this 10-week program includes the Teens Helping Seniors and the STFC, which will visit the WC&SC four times. Teens Helping Seniors spaghetti feed is on June 21st. Utility assistance program this year is a $40 per month reduction for 12 months. In this fiscal year, the Senior Center sold $100,000.00 in Collette Travel trips bringing in revenue of $10,000 to the Senior Center. These are all inclusive trips that the 30 participants from Woodland have praised for their organization and tour guides. Change in SCI Thanksgiving and Christmas Brunch that requires a $1 to sign up fee that will go towards the door prize. The maximum number of participation is 300. The HICAP program changed days from Thursday to Wednesday. Upcoming events include the July 4 Ice Cream Social, July 11 "Learn How to Photograph Animals".

Facility Update, Senior Issues

Commissioner Kelley has received complaints about the foul language used around the Boxing Center.

Business Items for Next Meeting
Minutes
Consider Commissioner Requests for Excused Absences from Future Meetings
2017 Work Plan Finalize
- *Speaker Series*
- *Handicap parking*
- *Senior Resources Fair*

Senior Center Report
Facilities update
Next Meeting Date July 20, 2017

Adjourn

Commissioner Parker made the motion to adjourn the meeting at 3:53 p.m., Commissioner Overholt seconded the motion, and motion carried 5/0.

Respectfully submitted,

Cathy Haynie, Administrative Supervisor
Community Services Department

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 3.
SUBJECT: Historic Preservation Commission Meeting Minutes

Recommendation for Action:
Staff recommends that the City Council receive the minutes of the Historic Preservation Commission of February 15, 2017 and March 9, 2017.

Staff Contact:
Debbie Flemmer, Administrative Secretary, (530) 661-5818, debbie.flemmer@cityofwoodland.org

Prepared By: Debbie Flemmer, Administrative Secretary, Community Development Department

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
A - February 15, 2017 Meeting Minutes	8/10/2017	Cover Memo
B - March 9, 2017	8/10/2017	Cover Memo

City of Woodland

Meeting Minutes - Final

Historic Preservation Commission

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

Wednesday, February 15, 2017 | **6:00 PM** | **Council Chambers**

A. Call to Order

Meeting was called to order at 6:00 p.m.

Staff Present:
Stephen Coyle, Deputy Director
Erika Bumgardner, Senior Planner

B. Roll Call

Present 5:

Chairperson Christine Casey, Vice Chairperson Cheryl Brookshear, Commissioner Tabatha Chavez, Commissioner Mark Aulman and Commissioner Robert Folker

Absent 0

C. Approval of Minutes

16-765 SUBJECT: Historic Preservation Commission Minutes

RECOMMENDATION: Staff recommends that the Historic Preservation Commission adopt the minutes of the Historic Preservation Commission meeting of August 17, 2016 and September 21, 2016

Attachments: A - August 17, 2016 Meeting Minutes

B - September 21, 2016 Meeting Minutes

A motion was made by Commissioner Aulman and seconded by Vice Chairperson Brookshear to approve the Historic Preservation Commission Meeting minute of August 17, 2016. The motion was carried by the following votes:
Ayes: Chairperson Casey, Vice Chairperson Brookshear, Commissioners Aulman, Chavez and Folker

A motion was made by Vice Chairperson Brookshear and seconded by Commissioner Folker to approve the Historic Preservation Commission Meeting minute of September 9, 2016. The motion was carried by the following votes:
Ayes: Chairperson Casey, Vice Chairperson Brookshear, Commissioners Aulman, Chavez and Folker

D. Secretary's Report

E. Public Comment

F. Communications

G. Presentations

H. New Business

17-144

SUBJECT: Initial Review of the Proposed Work Plan to Amend the Downtown Specific Plan

DATE: February 15, 2017

RECOMMENDATION:

Staff recommends that the Historical Preservation Commission:
1. Receive a staff report that provides an initial review concerning the proposed update to the Downtown Specific Plan;
2. Provide comments and input to help inform the work program and project process; and
3. Appoint one to two members of the Historical Preservation Commission to serve as Commission liaisons to the specific plan update subcommittee/task force.

Attachments: 1 - Diagram of the Proposed Amended Chapters to the Downtown Specific Plan
2 - An Introduction to Form Based Codes

Historic Preservation Commission received presentation from Stephen Coyle.

Commmission members Aulman and Casey volunteered to serve as Downtown Specific Plan Update Subcommittee members and assist with the Downtown building inventory.

17-145

SUBJECT: 2017-2018 Work Program

DATE: February 15, 2017

RECOMMENDATION:
Staff recommends that the Historical Preservation Commission:
1) Review the 2017-2018 Work Program (Attachment 1); and
2) Add “Downtown Specific Plan Amendments” as a Priority 1, Special Project to the Work Program.

Attachments: 1 - 2017-2018 Work Program of the Historical Preservation Commission

A motion was made by Vice Chairperson Brookshear and seconded by Commissioner Aulman to add the Downtown Specific Update project as a Priority 1

project in the 2017-2018 Historic Preservation Commission Work Program. The motion was past by the following vote:
Ayes: Chairperson Casey, Vice Chairperson Brookshear, Commissioners Aulman, Chavez and Folker

A motion was made by Commissioner Aulman and seconded by Commissioner Chavez to amend the work program to reprioritize "Recommend Heritage and Landmark Trees" from a Priority 2 item to a Priority 1 item. The motion was carried by the following vote:
Ayes: Chairperson Casey, Vice Chairperson Brookshear, Commissioners Aulman, Chavez and Folker

I. Old Business

17-15

SUBJECT: Election of Officers for Chair and Vice-Chair of the Historic Preservation Commission

DATE: February 15, 2017

RECOMMENDATION:
Staff recommends that the Historical Preservation Commission:
1) Hold Elections; and
2) Vote and select among current membership, the appointments for Chair and Vice Chair of the Historic Preservation Commission.

Attachments: 1- Excerpt for the City of Woodland Historical Preservation Commission Rules and Procedures for the Transaction of Business regarding Officer Elections

Commissioners Chavez and Folker respectfully declined nominations for Chair. Commissioner Brookshear nominated herself as Chairperson and Commissioner Aulman as Vice Chair. The nomination was seconded by Commissioner Chavez. The nominations were carried by the following vote:
Ayes: Chairperson Casey, Vice Chairperson Brookshear, Commissioners Casey, Aulman and Folker

J. Adjournment

Meeting was adjourned at 7:26 p.m.

City of Woodland

Meeting Minutes - Final

Historic Preservation Commission

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

Thursday, March 9, 2017 | **6:00 PM** | **Council Chambers**

Special Historic Preservation Commission Meeting

A. Call to Order

Meeting was called to order at 6:00 p.m.

Staff Present:
Stephen Coyle, Deputy Director
Erika Bumgardner, Senior Planner

B. Roll Call

Present: 3
Chairperson Cheryl Brookshear, Vice Chairperson Mark Aulman and Commissioner Christine Casey
Absent: 1
Commissioner Tabatha Chavez

Commissioner Robert Folker has resigned

C. Approval of Minutes

D. Secretary's Report

E. Public Comment

F. Communications

G. Presentations

H. New Business

17-0329 SUBJECT: Landmark Tree Nominations

DATE: March 9, 2017

PROJECT SUMMARY: On February 1, 2017, local historian and President of the Woodland Tree Foundation, David Wilkson, submitted a letter to planning staff requesting the designation of

eleven trees or groups of trees located on publicly owned land as "Landmark Trees" (see Attachment 1). The Historical Preservation Commission is asked to consider the historical importance of the trees nominated and direct staff to coordinate with the Community Services Department, the Parks and Recreation Commission and with the City Arborist to evaluate the condition and overall health of the nominated trees and to bring back a recommendation to the Historical Preservation Commission regarding the proposed designation of the trees as Landmark Trees.

RECOMMENDATION:
Staff recommends that the Historical Preservation Commission:
1) Consider the historical significance of the trees recommended for designation as Landmark Trees; and
2) Direct staff to coordinate with the Community Services Department, the Parks and Recreation Commission and with the City Arborist to evaluate the condition and overall health of the nominated trees, as described in this report and as identified in Attachment 2, and to bring back a recommendation to the Historical Preservation Commission regarding the designation of the trees as Landmark Trees.

Attachments: 1 - 1. Nomination Letter from David Wilkinson

2 - Photographs and Locations of proposed Landmark Trees

A motion was made by Chairperson Brookshear and seconded by Vice Chairperson Aulman to have staff work with the City Arborist to evaluate the condition and overal health of the presented trees with the understanding that this task may take an extended period of time and direct staff to bring back a recommendation to the Commission regarding the designation of the trees as Landmark Trees. The motion was carried by the following vote:
Ayes Chairperson Brookshear, Vice Chairperson Aulman and Commissioner Casey

I. Old Business

J. Adjournment

Meeting was adjourned at 7:20 p.m.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 4.
SUBJECT: Parks & Recreation Commission Meeting Minutes for May 22, 2017

Recommendation for Action:
Staff recommends that the City Council receive the May 22, 2017 Parks & Recreation Commission Minutes that were approved on July 24, 2017.

Staff Contact:
Kris Bain, Community Services Proram Manager, (530) 661-2002, krista.bain@cityofwoodland.org

Prepared By: Kris Bain, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
P&R commission minutes 5.22.17	8/16/2017	Cover Memo

Parks & Recreation Commission Minutes

Monday, May 22, 2017

City Hall – 300 First Street – Council Chambers

Call to Order

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:30 p.m. on Monday, May 22, 2017 in the Council Chambers at City Hall.

Pledge of Allegiance
Roll Call

Commission Members Present:

Chair Jesse Salinas
Vice Chair Jon-Paul Valcarenghi
Commissioner Carla White-Snyder
Commissioner Stephanie Miller
Commissioner Andrew Foraker
Commissioner Rashid Ali

Commission Member Absent: Commissioner Joe Romero

Staff Present:
CSD Director Engel
CSD Analyst Halcon
CSD Superintendent Schroeder
CSD Administrative Supervisor Haynie

Public Comment
None
Communication-Commission/Staff Statements and Requests
Commissioner Salinas praised staff on the success of Commit2Fit. Commissioner Miller commented on the new restrooms installed at City Park, and the resurfacing of the tennis courts. Commissioner Miller attended the boxing gym grand opening.

Presentation
None

New Business
None

Committee Reports

ReXpo Survey Results

Commissioner Miller reported that forty six (46) surveys were completed at ReXpo. Of those, 14 heard about the event through social media, 20 from word of mouth, and 1 by the newspaper. Asked if they received the Recreation Guide, 21 responded yes and 25 responded no. There were 5 first time registrants, 11 who registered for 5 or more classes, and 15 who registered for 2 or more classes. Majority of those surveyed prefer social media or e-newsletters to hear about programs. Commissioner Valcarenghi asked about the City's Facebook. Engel responded that CSD sends school flyers, e-newsletters, and mails the Recreation Guide to households with children under 16 years old timed to be delivered just before ReXpo.

Work Plan

Commissioner Salinas reviewed the Work Plan for Commissioners Ali and Foraker. Each item in the Work Plan is tied to a Committee. Commissioner Valcarenghi recommended that Commissioners think locally and about things they know when updating the Work Plan. Commissioners reviewed the current Work Plan and discussed combining items 2 & 3. Commissioners will review the verbiage to better reflect the City of Woodland's needs. Commissioner White-Snyder will receive updates/items from other Commissioners and supply the draft Work Plan to staff before the next meeting.

Roster/Committee Assignments

Facilities Committee- no changes
Program & Department Evaluation- **Miller**, Ali, Foraker
Ad Hoc Committee- no changes
Budget and Finance Committee- **White-Snyder**, Romero, Foraker
Urban Forest Committee- **Valcarenghi**, Romero, Ali
Volunteerism Committee- **Foraker**, Salinas, Miller
Liaisons
Swimming: Valcarenghi

Commissioner Foraker asked for staff's FY17/18 goals and planned projects.

Commissioner White-Snyder made the motion to update the Committee assignments; Commissioner Miller seconded the motion.

Motion carried by the following roll call vote:
Ayes: Salinas, White-Snyder, Valcarenghi, Miller, Foraker, Ali
Noes: none

Standing Committees

Parks & Recreation Facilities Needs

Commissioner White-Snyder reported that meetings have been set up with all the user groups using City sports fields.

Concession Stand

Commissioner Miller has been working with Tringali on the survey questions for the Sports Park. The plan is to survey all types of events held at the Sports Park; Tournaments, City Softball Programs, Soccer and Senior Softball. Commissioner Miller asked other Commissioners to help with the survey.

Handicap Parking

Commissioner Valcarenghi reported that the Committee held their first meeting. The Committee walked the Community & Senior Center parking lot and discussed long term and short term goals. The Committee is working on a survey for the seniors who attend the WC&SC. Next meeting is scheduled for May 30, 2017.

Facilities Committee- No report

Program & Department Evaluation Committee- No report

Budget and Finance Committee

Commissioner White-Snyder will be meeting with Staff.

Urban Forest Committee

Commissioner Valcarenghi stated next meeting with Staff is scheduled for Friday, May 26, 2017.

Volunteerism Committee- No report

Consent Calendar

April 24, 2017 Minutes

Action:

Valcarenghi/ Foraker seconded to approve the April 24, 2017 minutes.

Motion carried by the following roll call vote:

Ayes: Salinas, White-Snyder, Valcarenghi, Miller, Foraker, Ali

Noes: none

Other Business

Consider Commissioner Requests for Excused Absences from Future Meetings

Commissioner White-Snyder requested an excused absence for the September 2017 meeting.

Commissioner Foraker and Commissioner Ali requested an excused absence for the June 26, 2017 meeting.

Commissioner Miller reminded the Commission that she had an excused absence for the June 26, 2017 meeting.

Engel reminded Commissioner that election of officers will be on the June agenda.

Action:

Miller/Valcarenghi seconded to approve absence requests and moving election of officers to the July meeting.

Motion carried by the following roll call vote:

Ayes: Salinas, White-Snyder, Valcarenghi, Miller, Foraker, Ali

Noes: none

Staff Reports

Community Services Report

Engel reported that CSD received notification from Cal Fire that the City received the Cal Fire grant with matching funds in partnership with Woodland Tree Foundation. June 12, 2017 is the first day of summer programs. Boxing program has an increase in participants. The rack for bags (from Yolano) has been installed outside. Staff is busy with staff training, Commit2Fit is happening during the month of May, YMCA Fitness membership is free for May for Commit2Fit participants. In-Shape offered to sponsor a co-ed softball team for the summer season and Councilman Tom Stallard provided a partial sponsorship for an additional team. The

Commit2Fit raffle event will be held on Thursday, June 1 at 6 p.m. at the Community Center. The June 6, 2017 Council agenda includes a request for approval of the documents and authorization to bid demolition of Hiddleson Pool. Staff is still considering options for park replacement relative to budget after demolition. Schroeder reported the Annual Day of Service had great attendance with 103 volunteers. This event, organized by the Church of Jesus Christ of Latter Day Saints, was held on April 29, 2017. Volunteers met at Jack Slaven Park and then dispersed to projects throughout the community. Volunteers planted 103 trees, cleaned at Gibson House and Fourth and Hope and painted the wrought iron fence at the Cemetery. Staff has completed its monthly playground inspections, to which there were normal wear and tear issues.
Action: Received

Next Meeting June 26, 2017

Adjourn 8:00 p.m.
Action:
Miller/White-Snyder seconded to adjourn the meeting.
Motion carried by the following roll call vote:
Ayes: Salinas, White-Snyder, Valcarenghi, Miller, Foraker, Ali
Noes: none

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 5.
SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action:
Staff recommends that the City Council receive the minutes of the Planning Commission meeting of May 18, 2017.

Staff Contact:
Debbie Flemmer, Administrative Secretary, (530) 661-5818, debbie.flemmer@cityofwoodland.org

Prepared By: Debbie Flemmer, Administrative Secretary, Community Development Department

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
A - May 18, 2017 Meeting Minutes	8/10/2017	Minutes

City of Woodland

Meeting Minutes - Final

Planning Commission

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

530-661-5820

Thursday, May 18, 2017 | **6:30 PM** | **Council Chambers**

A. Call to Order

Meet was called to order at 6:30 p.m.

Staff Present:
Ken Hiatt, Assistant City Manager
Stephen Coyle, Deputy Director
Erika Bumgardner, Senior Planner
Megan Meier, Associate Planner

B. Roll Call

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

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

17-0472 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of April 20, 2017.

Attachments: 1 - April 20, 2017 Meeting Minutes

A motion was made by Commissioners Lizarraga and seconded by Vice Chairman Holt to approve the Planning Commission meeting minutes of April 20, 2017. The motion was carried by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez and Murphy
Abstention: Commissioner Ortega-Lampkins

H. Public Hearing

17-0454

Woodland Gateway I Center Conditional Use Permit Modification: A request for a Master Conditional Use Permit Modification to allow a United States military recruiter's office to occupy one tenant space of less than 4,000 square feet within the Woodland Gateway Center located at 2051 Bronze Star Drive in the EOZ-CH/PD, Entryway Overlay Zone-Highway Commercial and Planned Development.
Location: South of Interstate 5 Freeway and East of County Road 102; 2051 Bronze Star Drive.
Applicant/Owner: Woodland Development Company, LLC
Environmental Report: Determination that the Environmental Impact Report (EIR) for the Woodland Gateway Retail Center and Supplemental EIR, (SCH: #2003032060, certified May 23, 2006), adequately addressed the environmental issues associated with the project and no additional environmental evaluation is necessary.
APN: 027-852-029
Project Planner: Megan Meier, Associate Planner
Staff Recommendation: Staff recommends that the Planning Commission take action on the following:

Attachments: 1 - Planning Commission Resolution & EXH A, B & C

2 - General Application & Statment of Justification

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to adopt Resolution PC 17-03 a Master Conditional Use Permit Modification to allow a United States military recruiter's office located 2051 Bronze Star Drive. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin.

I. Business Items

17-0446

SUBJECT: City of Woodland 2017/18-2020/21 Capital Improvement Program

DATE: May 18, 2017

RECOMMENDATION:
Staff recommends that the Planning Commission:
· Review of the proposed City of Woodland Capital Improvement Program (CIP) for 2017/18 - 2020/21
· Make a finding that the proposed CIP for 2017/18 - 2020/21 is in conformity with the General Plan.

Attachments: 1 - Planning Comm conformity list of projs with edits 5.1.17.doc

2 - Project List for Planning Comm.xlsx

A motion was made by Vice Chairman Holt and seconded by Commissioner Lizarraga make the finding that the proposed Capital Improvement Program (CIP) for 2017/18 through 2020/21 is in conformity with the 2035 General Plan. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin

17-0448 SUBJECT: Petition to Prepare - Woodland Research and Technology Park Specific Plan
DATE: May 18, 2017

RECOMMENDATION:
Staff recommends that the Planning Commission:

1. Adopt Resolution PC17-_____ (Attachment 1), recommending that the City Council accept the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application based on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the City of Woodland General Plan.

Attachments: 1 - Planning Commission Resolution

2 - Project Description

3 - General Application Form

A motion was made by Commissioner Lizarraga and seconded by Commissioner Ortega-Lampkin to adopt Resolution PC17-04 recommending that the City Council accept the petition to prepare a specific plan as proposed by the Woodland Research and Technology Park application based on a finding that the proposed boundaries of the specific plan area are appropriate and consistent with the policies of the City of Woodland General Plan. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Harris, Lizarraga, Lopez, Murphy and Ortega-Lampkin

J. Staff or Commissioner Comments

K. Adjournment

Meeting was adjourned at 8:22 p.m.

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 6.
SUBJECT: Proclamation of Appreciation Honoring Melody Parker

Recommendation for Action:
Staff recommends that the City Council recognize Melody Parker for her service with the Commission on Aging.

Staff Contact:
Dallas Tringali, Community Services Program Manager, (530) 661-2005, dallas.tringali@cityofwoodland.org

Background:
Melody Parker has actively served the City of Woodland Commission on Aging since March 2016. Her desire to work on solutions led her to become a commissioner. She has decided to relocate to the east coast to be near family, so Melody has resigned from the Commission on Aging. Melody dislikes having to resign, but hopes to use her experience as a commissioner to serve on a similar commission where she is moving.

Melody's final Commission on Aging meeting was July 20, 2017.

Conclusion:
Staff recommends that the City Council recognize Melody Parker for her service with the Commission on Aging.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
PROCLAMATION	8/16/2017	Cover Memo

CITY OF WOODLAND PROCLAMATION OF APPRECIATION
HONORING COMMISSIONER MELODY PARKER

WHEREAS, the City of Woodland Commission on Aging is a body of community members tasked with advising the City Council of senior-related issues; and

WHEREAS, Melody Parker has served on the Commission on Aging since 2016 and took interest in working on solutions for senior citizen issues; and

WHEREAS, Melody is a retired nurse, having directly served in the health needs of older persons; and

WHEREAS, Melody has also served as a traffic commissioner, served as a member of the Arthritis Support Group at the Woodland Senior Center, and served as an active church member;

NOW THEREFORE, be it resolved that the City Council of the City of Woodland do hereby recognize and honor Melody Parker for her distinguished service to the Commission on Aging, and wish her continued success in all her future endeavors.

PASSED AND ADOPTED this 22nd day of August, 2017

_____

Angel Barajas, Mayor

Enrique Fernandez, Mayor Pro Tem

Marlin H. "Skip" Davies, Council Member

Xóchitl Rodriguez, Council Member

Tom Stallard, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 7.
SUBJECT: Planning Commission Annual Report and Work Program for Fiscal Year 2017-2018

Recommendation for Action:
Staff recommends that the City Council:

1) Receive a report from the Planning Commission; and

2) Approve the Planning Commission Work Program for Fiscal Year 2017-2018

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

Fiscal Impact:
Implementation of the described Planning Commission work program may impact the following:

- Development-based projects in which applicants will either pay a set fee or will utilize a deposit based system for more complex project proposals. Staff time associated with project review, report preparation, and necessary noticing will be funded.
- Training and Planning Commission initiated actions will be funded through the City's General Fund to cover staff time for research, report preparation, and public noticing.

Background:
Pursuant to Municipal Code Section 2-7-21(5) a member of the Planning Commission shall appear before the City Council to report on work accomplished in the past year and to outline work to be done in the coming year. The Planning Commission approved their proposed Work Program for the 2017-2018 Fiscal Year on June 15, 2017.

Discussion:

To assist in the discussion, this report will provide an overview of the functions of the Planning Commission, a review of past items that have come before the Planning Commission during the review period, as well as a summary of possible future projects and the Planning Commission Work Plan.

Functions of the Planning Commission

The Functions of the Planning Commission are established in State Government Code and Municipal Code Section 2-7-21, and are provided as follows:

1. Assist in developing and maintaining the General Plan.
2. Assist in developing such specific plans as may be necessary or desirable.
3. On or before March 1st of each year, review and make recommendations to the council concerning the deletion, addition and priority of items in the city's Capital Improvement Program.
4. Recommend to the Council the initiation of ordinances, resolutions, agreements, or programs concerning planning matters.
5. During April of each year, a Commission representative shall appear before the City Council to report on work

accomplished in the past year and to outline work to be done in the coming year. Such report, at the discretion of the council, also may be required to be submitted in writing.

6. Perform such other functions as the council and the law may provide.

Planning Commission Work Program

The Planning Commission is a seven (7) member body appointed by the City Council to carry out the responsibilities related to land use and development review. The Planning Commission shall review all projects that are required come before them either to forward a recommendation to City Council for final action, or to make a determination as the final approving body.

With regard to development applications, a portion of the applications that are submitted to the City require review by Planning Commission. Those that do require Commission review have been determined to have a level of significance and potential impact on the general health and welfare of the community that review or public hearing before an appointed, independent body is warranted for the benefit of the community at large. The length of time for project review, the time between application submittal and scheduling for Planning Commission, can vary. Factors affecting review time may include the complexity of application such as the number of studies and agencies involved, required plan preparation, environmental review, and public engagement. An added element to the review of applications will be a consistency determination with recently adopted 2035 General Plan. Until the City is able to update the Zoning Code there may be additional considerations required when reviewing certain applications.

The last presentation to City Council regarding the Planning Commission Work Program was on September 1, 2015. The following is a summary of projects and items heard by the Planning Commission since the last update report.

Projects Reviewed by the Planning Commission between August 6, 2015 and August 17, 2017

1. Cannabis Cultivation Ordinance and Consideration of Commercial Cannabis Uses (8/3/17).
2. General Plan Housing Element Annual Progress Report for the Period of January 1 - December 31, 2016 (6/15/2017)
3. Woodland Gateway I Center Conditional Use Permit Modification. 2051 Bronze Star Drive (5/18/17)
4. Mutual Housing at Spring Lake Parcel Map and Design Review (4/6/17)
   Modification – 2170 Farmer's Central Rd. (4/6/17)
5. Review and Recommendation to City Council concerning the 2035 General Plan, 2035 Climate Action Plan and EIR. (Multiple meetings)
6. Woodland Tree Foundation Presentation (2/2/17)
7. A Primer for Updating the Downtown Specific Plan (2/2/17)
8. Dutch Brothers CUP/Design Review 2030 Trade Court (12/1/16)
9. Oakland Pallet CUP allow for outdoor storage, 109 Pioneer Ave. (10/27/16)
10. Spring Lake Specific Plan, Oyang North/South – request to amend Gen Plan & SLSP TSM#5091 TSM#5092 (10/27/16)
11. Appeal of Zoning Interpretation for 352 & 360 W Kentucky Ave. (multiple)
12. Fort Sutter Company Parcel #5105, 444 Santa Anita Dr. (8/18/16)
13. The Human Bean Drive-Thru Coffee Kiosk. 1264 E Gibson Rd. (8/4/16)
14. West Coast Auto Dismantlers Conditional Use Permit: Request for a Conditional Use Permit to allow the operation of an auto dismantling at 333 North Pioneer Avenue. (7/7/16)
15. Verizon Cell Tower Conditional Use Permit: Request for a Conditional Use Permit, 1400 Pioneer Avenue (Pioneer High School) (4/21/16)
16. Digital Freeway Sign Zoning Amendment and Conditional Use Permit, Site Plan and Design Review, 2140 Freeway Drive (Multiple)
17. Prudler Tentative Subdivision Map Project (TSM#4856). (4/7/16)
18. Spring Lake Central Tentative Parcel Map No. 5104 (3/17/16)

19. Lennar Design Review, The Crossing at Spring Lake (3/3/16)
20. Alphabet Soup Childcare Center Conditional Use Permit
    Commerce Avenue, Suite 4, (2/18/16)
21. 180 West Beamer Street Apartments General Plan, Zoning Amendment, Design Review, and Site Plan Review: Request for a General Plan and Zoning Amendment, design review, and site plan to
    allow the construction of an 80-unit apartment project on 4.4 acres at 180 West Beamer Street (2/4/16)
22. Medical Marijuana Cultivation Ordinance (2/4/16)
23. Downtown Woodland Mixed-Use Hotel Project - Conditional Use Permit Request for a Conditional Use Permit to construct a five-story, 81 room hotel, 318 and 320 6th St. (1/21/16)
24. Bulls Eye Bail Bonds Project, 1037 Main Street (1/21/16)
25. Cal West Development Agreement Amendment, Spring Lake Specific
    Plan Area (1/7/16)
26. Informational Response Concerning Vacant or Blighted Properties (11/19/15)
27. Review of Jurisdictional Authority Concerning the City's Sign Ordinance (11/19/15)
28. Public Art Discussion and Review of Subcommittee Information (11/19/15)
29. Water Utility - Major Projects update (11/5/15)
30. SACOG Grant Awards Update (11/5/15)
31. Update Commission of City Council Meeting November 3, 2015 regarding the General Plan (11/5/15)
32. Special Meeting to Update the Planning Commission Regarding the General Plan (10/26/15)
33. Subcommittee Report and Discussion Concerning Public Art (10/15/15)
34. 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 (10/15/15)
35. Prudler Tentative Subdivision Map Project Draft Environmental Impact Report Public Comment Meeting (10/1/15)
36. Tentative Subdivision Map No. 4851 Extension (PLNG 15-00067). A request for a time extension of Tentative Subdivision Map No. 4851 for 24 months to expire on November 1, 2017, which is for the division of an existing 5.65 acre parcel into thirty-eight (38) parcels at 1341 East Gum Avenue in the Single Family (R-1) Zone. Location: 1341 East Gum Avenue Applicant/Owner: County Oaks Racquet Club Investors. (10/1/15)
37. Del Taco Conditional Use Permit/Design Review: Request for a Conditional Use Permit to allow the construction of a 2,420 square foot drive-thru restaurant on 0.82 acres at 1368 East Main Street in the General Commercial Zone. Location: 1368 East Main Street. (9/17/15)
38. Verizon Cell Tower Conditional Use Permit: Request for a Conditional Use Permit to allow the construction and operation of an 85-foot tall telecommunications cellular tower and the installation of related ground equipment on an approximate 323.3 square foot lease area at 520 West Street (Lee Middle School). The tower will replace an existing 70-foot tall light standard at the school's baseball field; the field lighting will be replaced on the cell tower at its current positioning. Location: 520 West Street - Lee Middle School Applicant/Owner: Verizon Wireless 9/17/15).
39. Woodland Gymnastics Conditional Use Permit. Request for consideration of a Conditional Use Permit for Woodland Gymnastics, a local, youth oriented, gymnastics training facility, to locate at 1221 Commerce Avenue in the East Street Corridor Specific Plan Area, Zone I-Industrial. The facility will consist of gymnastics apparatus, three administrative offices and a small spectator/parent waiting area within an existing 11,660 square foot leased space. Location: 1221 Commerce Avenue (8/20/15).
40. Machado Parcel Map No. 5083 (PLNG 15-00038). A request for a tentative parcel map to divide an existing 0.918 acre parcel into three parcels of approximately 0.238 acres, 0.236 acres, and 0.445 acres at 201 West Court Street in the General Commercial Zone. Location: 201 West Court Street (8/20/15).
41. Spring Lake Specific Plan - Turn of the Century (PLNG15-00036) General Plan and Specific Plan Amendments and Tentative Subdivision Map #5084 - Request by Turn of the Century, LLC, to amend the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2 acres of the ±114 acre

Heritage Remainder area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning. The 2 acre rezoned property will be combined with the existing "N-3," 8 acre park site to form an approximately 10 acre park site. The subject property is located at the southeast corner of Centennial Drive and Miekle Avenue in the Spring Lake Specific Plan Area. Location: The subject property is located at the southeast corner of Centennial Drive and Miekle Avenue in the Spring Lake Specific Plan Area (8/20/15).

42. Velocity Island Wakeboard Park Conditional Use Permit Modification; the project applicant is requesting amendments to the Velocity Island Wakeboard Park Conditional Use Permit (CUP) to extend on-site beer and wine sales at the wakeboard park to include sales/consumption at the beach and island areas in addition to the patio/dining area of the existing café/grill. The wakeboard park is located at 755 N East Street, immediately northwest of Interstate 5 and N East Street within the Open Space (O-S) Zone. Location: 755 N East Street, (8/6/15).
43. Discussion Concerning the Format of the Regular Meeting Agendas (8/6/15).
44. Review of the Final Planning Commission Fiscal Year 2015-16 Work Program (8/6/15)

Projects Anticipated to Come Before the Planning Commission within the Next Year:

1. Public Art Ordinance
2. Accessory Dwelling Unit Ordinance
3. Cannabis Ordinance – Commercial
4. Specific Plan – Woodland Technology and Research Park
5. Interim Zoning Consistency Review (Phase I update)
6. Downtown Specific Plan Update
7. General Plan Implementation Follow Up

Planning Commission Subcommittees:

- Public Art
- Cannabis
- Design Liaison
- Zoning Updates
- Woodland Technology and Research Park (to be set up)

2017-2018 Planning Commission Work Program and Presentation

The Planning Commission work program for Fiscal Year 2017-2018 was approved by the Planning Commission on June 15, 2017 (Attachment "1"). The Chairperson of the Planning Commission, Kirby Wells, will provide a presentation of the proposed work plan to the City Council for their review and consideration.

Conclusion:
Staff recommends that the City Council:

1) Receive a report from the Planning Commission; and

2) Approve the Planning Commission Work Program for Fiscal Year 2017-2018

Prepared By: Cindy A. Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager - Economic and Community Development

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Fiscal Year 2017-18 Planning Commission Work Program	8/10/2017	Cover Memo

PLANNING COMMISSION
FY 2017 – 2018 WORK PROGRAM

Program Name	Program Tasks	Current Status	Time Frames
Commission Operating Standards – On-going General as Defined in the			
Planning Commission Meetings	Regular meetings of the Commission with occasional special meetings as needed • *Maintain effective standards for ongoing management of the Commission including minutes, agendas, and compliance with Rosenberg's Rules of Order, due process requirements and the Brown Act.* • *Receive, evaluate and act upon public input related to the General Plan land use and zoning and design review applications* • *Read all information and staff reports relating to applications and action requests that come before the Commission* • *View any site that is subject to consideration* • *Individually discuss and provide recommendations and feedback on various items that come before the Commission*	Ongoing	1st and 3rd Thursdays
Review application requests for which the Planning Commission is the approval body	Unless appealed to the City Council, the Planning Commission has final approval authority on the following: • *Administering the California Environmental Quality Act* • *Conditional Use Permits* • *Variances* • *Tentative Maps* • *Design and Site Plan Review* • *Zoning Interpretations* • *Public Art, as well as any requited environmental review associated with the application*	Ongoing	As needed depending on submittal of applications for review
Review application requests for which the Planning Commission is a recommending body to the City Council	The Planning Commission shall review and make recommendation to the City Council on the following types of actions: • *General Plan Amendments (up to 4 times in a year)* • *Ordinance Amendments* • *Development Agreements* • *Any project based action which is combined*	Ongoing	As needed depending on submittal of applications for review

Program Name	Program Tasks	Current Status	Time Frames
	with any other action that requires City Council approval		
Assist in Developing and Maintaining the General Plan (1)	Review of General Plan amendment requests and Involvement in the General Plan Update process • Per State law the General Plan may be amended up to four (4) times in a calendar year.	Ongoing	As needed based on application requests or as part of the update process.
Assist in Developing such specific plans as may be necessary or desirable (1)	Participation in the progress and review of any proposed specific plan for the City. - Woodland Research and Technology Park - Appoint a subcommittee August 17, 2017	As needed	
Initiation of Ordinances, Resolutions, agreements or programs concerning planning matters	Recommend to the City Council the initiation of ordinances, resolutions, agreements, or programs concerning planning matters. • Request Council authorization and concurrence on a proposed amendment request • Request Council authorization to direct staff resources to a proposed amendment request	Ongoing	Review of Work Program by the City Council
Review of the City's Capital Improvement Program (1)	Review of the Capital Improvement program for consistency with the General Plan and make recommendations to City Council regarding deletion, addition, and priority of items	Annual	March
Annual Planning Commission Report (1)	The Planning Commission Chair shall provide a report to the City Council on work accomplished in the past year and to outline work anticipated in the coming year.	Annual	April
Commission Elections	Election of the Officers of the Commission: Chairperson and Vice-Chairperson and subcommittees	Chair and Vice-Chair are limited to two (2) consecutive years	First meeting in September
Training and Workshops	Education for Staff, Commission and the public. The goal will be to host some type of training whenever there are light agendas, with a minimum of one training session annually. This may include hosting web based training sessions as well.	Ongoing	As topics, speakers or materials become available or necessary or as requested

Program Name	Program Tasks	Current Status	Time Frames
Short Range Goals/Tasks (< 12 months)			
Appoint Standing Committees and define the key focus area and accomplishment desired for each.	• <u>*Public Art Ad-hock Committee:*</u> To appoint 2 members of the Commission to serve on an Ad-hock subcommittee to evaluate possible options regarding a Public Art Ordinance. The goal will be to review best practices with regard to Public Art and make recommendations to the City Council. An Ad-hock public art subcommittee has been formed to evaluate the nature of public art in the community and to present possible options on how to proceed with regard to requiring, review and approval of public art on both public and private projects. *(Commissioners Wells, Lopez and Murphy)*	Ongoing	PC review Anticipated August 17, 2017
	• <u>*PC Design Liaison*</u>: To appoint a (1) PC member who has design and architectural expertise to function as a design liaison in order to provide early input with applicants on design issues or concerns in order to facilitate the process for applicants *(Commissioner Holt)*	Ongoing	Meet early in the process as based upon application submittals
	• <u>*Cannabis Subcommittee:*</u> To appoint 3 members of the Commission to serve on an Ad-hock General Plan Update subcommittee. *(Commissioners Harris, Lizarraga, Lopez)*	Ongoing	Four meetings since April 2017
	• <u>*Zoning Subcommittee*</u>: To appoint 3 members of the Commission to serve on a standing committee that will review zoning update requests and make recommendation regarding future Zoning Ordinance Amendments. *(Commissioners Holt, Lizarraga and Lopez)*	Ongoing	Phase I Interim Zoning-Aug 24, 2017 Accessory Dwelling Unit anticipated Sept 3, 2017
	• <u>*Woodland Research and Technology Park (WRTP) Subcommittee*</u>. Members to be appointed on August 17, 2017		Members to be selected Aug 17, 2017
	Ad-hock committees may meet periodically and do not require notice. *Standing Committees shall meet at appointed times with appropriate notice*		

Program Name	Program Tasks	Current Status	Time Frames
	Design Liaison is an ad-hock member who meets from time to time on various items.		
Long Range Goals/Strategies (> 12 Months)			
Specific Plan 1A	• 350 acre future Woodland Research Technology park and supportive residential uses on the area known as SP-1A in the General Plan	In Progress	15-18 months
Review and Participate in the Downtown Specific Plan Update	Review based on recommendations contained in the Synopic Survey	In Progress	
Review and Participate in an Interim Phase I Zoning Ordinance Update – General Plan Conformity	Necessary to provide interim updated zoning map, uses and standards to ensure basic conformity to the General Plan 2035, adopted May 16, 2017.	Initiated June 6; Subcommittee August 24, 2017	October 2017 (4 months)
Review and Participate in development of Cannabis Ordinance	PC subcommittee to assist and full Commission review and input on a future Cannabis Ordinance	Personal cultivation reviewed Aug 3, 2017	October 2017
Review and participate in a comprehensive update to the Zoning Ordinance	Phase II – Once the interim zoning is in place to ensure General Plan conformity, to then provide an in-depth comprehensive update to the entire Zoning Ordinance.	In progress	1-2 years
Infill Design Guidelines	Policies and programs to facilitate and implement the General Plan direction with regard to infill development	To be evaluated with Interim and comprehensive Zoning update.	

1. (*Section 2-7-21 of the Municipal Code Powers and Duties of the Planning Commission*)

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 8.
SUBJECT: Fire Department Quarterly Status Report for the Period of April 2017 - June 2017

Recommendation for Action:
Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2017 through June 2017.

Staff Contact:
Rebecca Ramirez, Fire Chief, (530) 661-5861,

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

Conclusion:
Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2017 through June 2017.

Prepared By: Jeran Ulrich, Administrative Clerk III

Reviewed By: Rebecca Ramirez, Fire Chief

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Fire Department Quarterly Report for 1st Quarter – April 2017 through June 2017	8/15/2017	Backup Material

WOODLAND FIRE DEPARTMENT

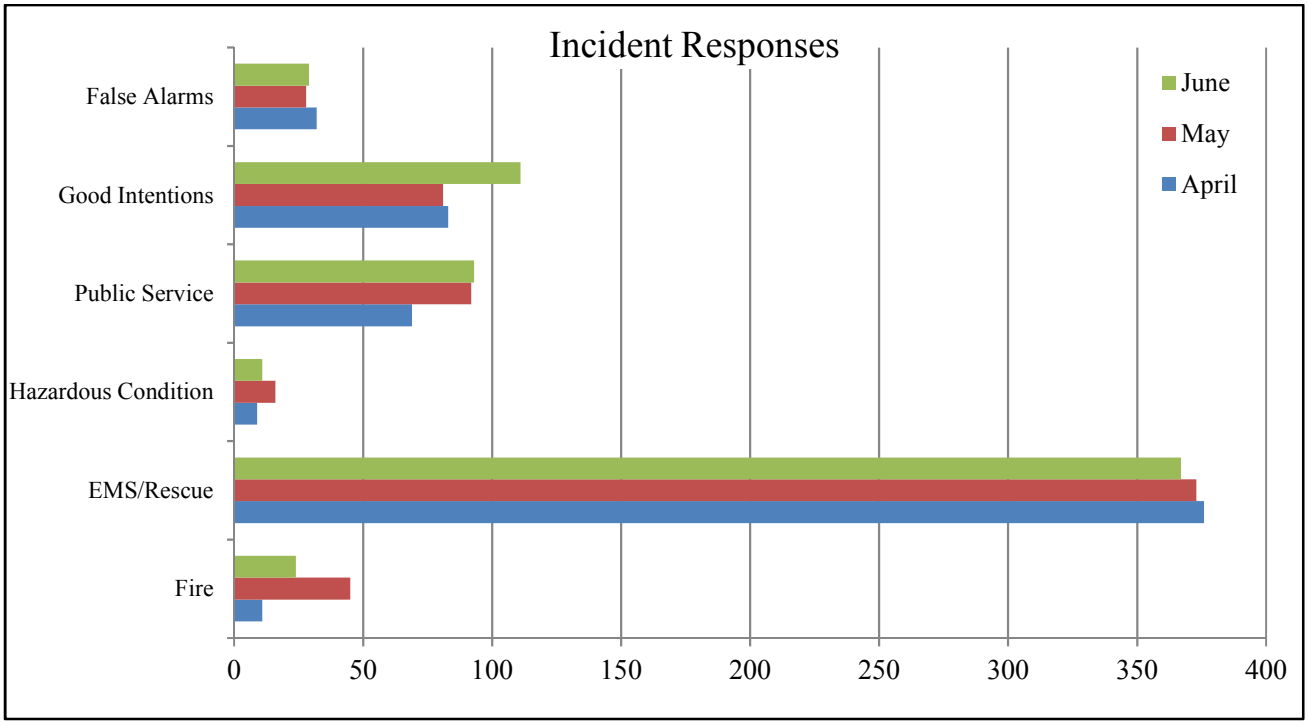
Quarterly Report

DATE: 8/22/2017

SUBJECT: QUARTERLY REPORT FOR APRIL-JUNE 2017

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

Total Incident Responses	April	May	June
Fire	11	45	24
EMS/Rescue	376	373	367
Hazardous Condition	9	16	11
Public Service	69	92	93
Good Intentions	83	81	111
False Alarms	32	28	29
TOTAL	**580**	**636**	**635**

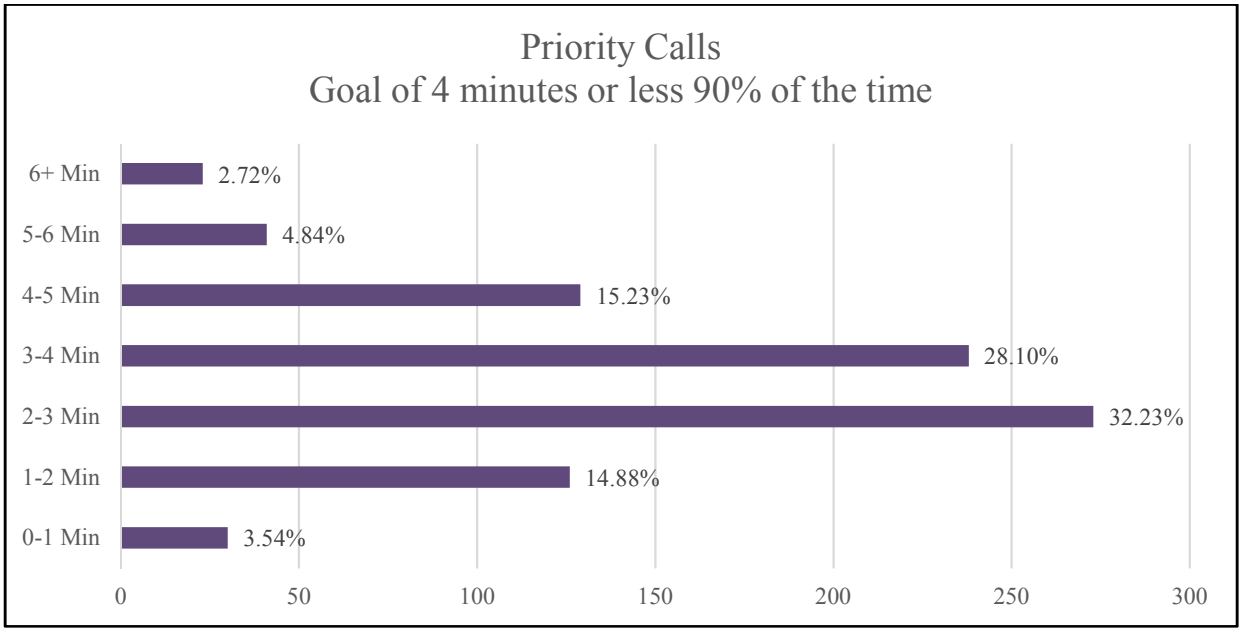


Fire Prevention	April	May	June
Engine Company Inspections	51	34	9
Inspections	132	141	149
Plan Reviews	22	14	14
Code Enforcement Hours	0.5	3.5	2

Quarterly Response Times:

Based on the City's general plan, the Woodland Fire Department has adopted the national response time standards set forth in NFPA 1710. These times are calculated using en route time (the time the company leaves the station) and arrival time (the time the company arrives on scene). Below is a breakdown of response time goals and average response times (in minutes) by type of call:

Quarterly Response Times	April-June 2017		
	Response Goal	Actual Performance	Avg. Response Time
Structure Fire (1st Unit)	4 minutes 90% of the time	88.89%	2:48
Fire- Other	4 minutes 90% of the time	68.85%	3:20
Full First Alarm Assignment *(3 Engines, 1 Truck, 1BC)*	8 minutes 90% of the time	50.00%	NA
Emergency Medical	4 minutes 90% of the time	77.07%	3:12



Automatic or Mutual Aid:

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or

multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	April	May	June
Aid Received	8	3	8
Aid Given	11	10	16
TOTAL	**19**	**13**	**24**

Significant Calls:

Sixth Street Structure Fire

At approximately 9:30pm on April 23rd, Woodland Firefighters were dispatched to a structure fire in the area of 6th street and Gum Ave. "Just over 4 minutes after being dispatched the first unit arrived to find a large fire to the exterior of a home that appeared to extend into the home," stated Battalion Chief Eric Zane. The house is a single-family structure with a second unit addition with alley access. The fire was located to the rear of the building. A first alarm structure assignment brings three engines, a ladder truck and Battalion Chief to the scene, for a total of 13 personnel. "The City of Davis and the Willow Oak Fire Department provided coverage for the City while our own firefighters remained committed to this fire until just after midnight when the fire had been declared fully extinguished," Zane remarked. Both Davis and Willow Oak responded to calls for service during the time of the fire. Firefighters estimated that a total of $150,000 in property was saved, while one resident was displaced. The cause of the fire was undetermined after investigation and no injuries were reported.

Two Alarm Structure Fire on Sixth St.

On June 2nd at 4:10am, Woodland Fire responded with a single Engine Company to a reported grass fire possibly involving a fence at 935 Sixth St. Further reports indicated that the structure was possibly involved and Engine 2 requested a full structure response. The residence was unoccupied as there had been a fire at this same location one month prior. Upon Arrival, Engine 2 reported heavy fire showing to the rear of the building. Crews attacked the fire aggressively as there were houses threatened on both sides of the involved structure. Crews also confirmed that there was nobody inside. Control of the fire was very difficult due to the prior damage as well as the limited access around the house. The fire began to run into the attic and a second alarm was requested, as additional resources were needed to keep the fire from spreading to other structures. The fire was declared under control at 5:30am. Agencies assisting at the fire and for station coverage during the incident were Willow Oak, City of Davis, UC Davis, and Yocha Dehe.

Vegetation Fire

At approximately 10:30 on June 21st a motorist on I-5 pulling a travel trailer experienced a mechanical failure resulting in a fire on the center median near East Street. Woodland and Yolo Fire Personnel were dispatched and it was quickly determined the fire would require additional resources to combat the fast moving flames. According to Woodland Fire Battalion Chief Eric Zane, "The fire came very close to burning a pallet yard and rice hulls stored at Pacific

International Rice Mills," Zane continued, "The firefighter's aggressive actions kept the fire contained to around 10 acres". Fifteen apparatus including engines and water tenders were summoned to help extinguish the fire as temperatures soared above 100 degrees. "The high temperatures, coupled with low humidity and winds were cause for concern, requiring the help of many firefighters from across the County," Zane added. No injuries were reported and all fire personnel were released around 2:00pm.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 9.
SUBJECT: Police Department Quarterly Status Report for the period of April 2017 through June 2017

Recommendation for Action:
Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2017 through June 2017.

Staff Contact:
Luis Soler, Chief of Police, (530) 661-7834,

Background:
The Police Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council will now be receiving Status Reports on a quarterly basis via agenda packet.

Conclusion:
Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2017 through June 2017.

Prepared By: Trista Kennedy, Administrative Secretary

Reviewed By: Luis Soler, Chief of Police

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Police Department Quarterly Report - April 2017 through June 2017	8/16/2017	Cover Memo

WOODLAND POLICE DEPARTMENT

Quarterly Report

DATE: **July 26, 2017**

SUBJECT: QUARTERLY REPORT FOR APRIL - JUNE 2017

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

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

APRIL:

- *April 2*: an officer responded to a civil call in the 300 block of Porter St. While inside the residence the officer noticed that, the conditions of the home were extremely poor for children to live in. The house had extra appliances, boxes and trash throughout the home. The officer noticed a strong smell of marijuana from inside the residence and the female admitted to using marijuana but no other drugs. The officer also learned that the kids were being home schooled. Based on all the information the officer contacted the department of Child Protective Services and took both kids into protective custody. The mother was arrested for misdemeanor child endangerment.
- *April 2*: a Woodland Police Officer heard an argument that sounded like it was becoming physical. As the officer looked to the next door, he observed a male and a female struggling with each other. The suspect was detained. The suspect had battered the victim and struck the victim with a gun. The gun was located. The victim sustained minor injuries. The suspect was arrested for assault with a deadly weapon, domestic assault, false imprisonment, and a felon in possession of a firearm.
- *April 6*: Woodland Police Officers were dispatched to a stolen vehicle report. The officer viewed the video footage at the apartment complex and recognized the suspect. The Officer began checking known locations for the suspect. On the one hundred block of College Street the officer located the stolen car and it was occupied by three people. One of the occupants was the original female suspect and her accomplice. The third individual was not aware the car had been stolen, so they were released.
- *April 7*: Officers responded to Pioneer High School regarding a student seen with a handgun in his waistband. Officers arrived on scene and immediately detained the student without incident while he participated in his gym class. The handgun in question was located in the student's backpack and was found to be an airsoft gun and not a firearm. The student was arrested for the incident and was taken to the Yolo County Juvenile Detention Facility.
- *April 22*: Woodland Police and Fire Department personnel were dispatched to a traffic collision at West Street and Elliot Street. The victim, 92-year-old male Woodland resident, had been struck on West Street by a vehicle that was traveling northbound on West Street.

The driver, a 65-year-old female Woodland resident, immediately stopped and rendered aid to Lee. Lee was transported with what were initially believed to be non-life-threatening injuries, but was pronounced dead the following day. The driver is cooperating with the investigation. Neither alcohol nor drugs appear to be factors in the collision.

- *April 27*: 10:33 PM- Woodland officers responded to the area of Donnelly Circle and Lemen Avenue after several callers reported gunshots in the area. Officers arrived and located spent handgun shell casings and blood on the ground. While Officers were on Donnelly Circle, A 29-year-old male Woodland resident, arrived at Woodland Memorial Hospital with a non-life threatening gunshot wound to the upper body. Jimenez told investigators he was struck by gunfire while in the area of Donnelly Circle. No suspects have been identified.
- *April 29*: 03:55 AM- Several citizens called police to report hearing gunfire on the west side of Woodland. One reporting party saw a newer mode blue sedan parked the wrong way near the intersection of Ashley Avenue and Riverside Drive. Officers went to the location where the blue sedan was parked and recovered nine handgun shell casings in the immediate area. At this time no victims have been located and it does not appear that any residences or vehicles were stuck by gunfire.

MAY:

- *May 5*: A Detective was called out to take over a rape investigation that had been reported to a patrol officer. In summary, an adult female Woodland resident reported that she and her ex-boyfriend had gone to the Woodland residence of an acquaintance and drank alcohol. The victim declined to further cooperate with this investigation and it has been filed Inactive.
- *May 5*: A SRO and Detective responded to Woodland High School after WJUSD officials learned and reported that a 44-year-old male teacher and Woodland resident had recently touched one of his female students in an inappropriate manner. The suspect was subsequently arrested for a violation of 288(c)(1) of the California Penal Code- Committing a lewd act on a child of 14 or 15 years when the perpetrator is at least ten years older than the victim - a felony. He was later booked into the Yolo County Jail.
- *May 9*: 10:51 pm- Woodland Police Officers were dispatched to a shots fired call near the area of Yolano Dr. Officers arrived on scene and located a single expended shell casing in the middle of Yolano Dr. north of Lemen St. Officers talked with witnesses and were able to get descriptions of three of the four suspects and the vehicle. The witnesses also heard the four subjects and the subjects in the car yell out gang slurs. Officers checked the area and did not located any shooting victims, vehicles, or residences that were struck by gunfire. Within the next hour a second shooting occurred in Knights Landing where two subjects were shot resulting in non-life threatening injuries. Witnesses described the same vehicle from the earlier shooting in Woodland.
- *May 9*: Two Detectives responded to 9 Woodland Ave. (Woodland Youth Services) to take over a death investigation involving a 19-year-old resident of the home. The cause of death was not immediately known; however, it is not believed to be the result of a criminal act or suspicious in any manner. This case is active pending autopsy results.
- *May 15*: A Detective took over the investigation of two theft cases that were reported to two CSO's. The Detective arrested 35 yr. old male Woodland resident on multiple theft

related charges to include Identity theft, Burglary, Conspiracy to commit a crime, and Vehicle theft.

- *May 23*: 05:00 AM- All available detectives and two CSI personnel were called out to W. Sacramento to take over the investigation into an in-custody death investigation that occurred after W. Sacramento PD officers contacted a subject who was causing a disturbance in a neighborhood and harming himself. This is an active investigation.
- *May 24*: The owner of the aforementioned vehicle were arrested and a firearm was recovered that matched the caliber of the firearm used during both shootings.
- *May 24*: Woodland officers were dispatched to the parking lot of 215 California Street, for a reported robbery involving a firearm. Upon arrival, officers contacted the victim, a 23-year-old Sacramento resident. The victim said he intended to purchase a cellular phone from the suspect after arranging the deal through an online application. Upon meeting the suspect in the parking lot, the suspect brandished a firearm and demanded property from the victim. The suspect forcibly took items from the victim's hand and fled on foot. Police K-9 Chase was used to search the area where the suspect fled. K-9 Chase located some of the property taken during the robbery and some property belonging to the suspect. The suspect is still outstanding but the victim provided a description.
- *May 26*: a dumpster fire was reported behind 9 Main Street, Dollar General. The Woodland Fire Department and police personnel responded to the scene. One witness to the fire believed a local 48 year-old transient was responsible for the fire due to being seen in the immediate area. While officers were talking to the witness, an additional dumpster fire was reported in the parking lot of 7 W Court Street. Police and Fire Department personnel responded and the fire was extinguished. While on scene an additional witness contacted officers and stated he saw the same transient ignite both dumpster fires. Officers located the suspect behind a business on W Court Street and arrested him for two counts of arson. He was booked at the Yolo County Jail. The suspect is a person of interest in several other dumpster fires that have occurred since May 18th.

JUNE:

- *June 6*: Two Detectives arrested a 54-year-old male parolee, convicted sex offender, and former Walter's House resident in Sacramento for failing to register properly as required per 290 PC, as well as a parole violation.
- *June 7*: Members of the Woodland Police Department's Special Enforcement Team attempted to apprehend validated gang member during a vehicle stop in the 200 block of N. College St. in Woodland for an outstanding felony arrest warrant. The suspect fled in his vehicle and led police on a pursuit that lasted approximately four minutes. The suspect parked his vehicle before fleeing on foot. He was apprehended and arrested for the felony warrant. Investigations are ongoing for further possible charges.
- *June 15*: A dark gray sedan was parked in the parking lot of the Community Center. A number of unidentified male adults were standing near the vehicle. One of the males had a gun in his hand and fired several shots toward an empty field. The males fled the area before police arrived. However, a shell casing was located and collected as evidence.
- *June 23*: A Woodland Patrol Officer attempted to stop a vehicle for a vehicle infraction. The driver did not yield and instead sped away with the officer in pursuit. Prior to the vehicle speeding away, the patrol officer got a glimpse of the driver and recognized him as

a wanted 31-year-old Woodland resident. The officer knew the subject had outstanding felony warrants for his arrest. The officer followed in pursuit until the driver crashed his vehicle into a private resident's fence in Everman Park. The suspect attempted to flee on foot but was quickly apprehended without further incident. There were two passengers in the vehicle. One was also arrested on a felony warrant and the third was released.

- *June 29*: Woodland police officers responded to a report of a stolen vehicle being driven in the area of Cleveland St and Lincoln Ave. The officer located the vehicle which was occupied by two subjects. The occupants were arrested for vehicle theft and possession of methamphetamine. The vehicle was returned to the owner.

School Resource Officers (SRO):
The SROs had the following activity for the 2nd quarter of 2017:

Activity	April	May	June	Qtr. Total
Consensual contacts	1714	1455	401	3570
Fighting	22	27	19	68
Alcohol violations	3	1	0	4
Gang activity	0	13	0	13
Narcotics	3	4	0	7
Truancy	14	9	3	26
Tobacco use	0	0	0	0
Vandalism	0	0	0	0
Theft	1	7	1	9
Weapons	0	0	0	0
Misdemeanor crimes	5	7	0	12
Felony crimes	3	7	5	15
Administrative/Home visits	99	148	59	306

Statistical Report:

CRIME

Category	April	May	June	Calendar Year 2017 Reported to CA DOJ	Calendar Year 2017 Percent change
Homicide	0	0	0	1	0.00%
Rape	1	3	3	9	50.00%
Robbery	2	4	3	20	-39.39%
Aggravated Assaults	16	14	11	66	-20.48%
Simple Assaults	49	40	42	266	-1.85%
Burglary	25	35	32	166	27.69%
Larceny/Thefts	150	114	127	626	24.70%
Auto Theft	17	9	25	110	-21.43%
Arson	3	11	2	19	111.11%
TOTAL	**263**	**230**	**245**	**1283**	

WORKLOAD

Calls for Service	April	May	June	TOTAL
Priority 1	128	114	113	**355**
Priority 2	1872	2132	2137	**6141**
Priority 3	116	108	149	**373**
All other calls for service	3070	3570	3453	**10093**
TOTAL	**5186**	**5924**	**5852**	**16962**

Response Times

Priority 1	09:30	07:06	8:28
Priority 2	12:27	11:07	13:17
Priority 3	30:14	53:47	23:58

Reports

Online Reports/Coplogics	50	46	47	**143**
Mail-in Reports (MLRs)	118	109	140	**367**
Other case numbers issued	512	529	578	**1619**
TOTAL	**680**	**684**	**765**	**2129**

Graffiti	24	9	21	**54**

290 Registrant Activity	April	May	June
Total registrants	146	133	131

Other Information

Total transient registrants	12	12	12
290 PC violation warrants issued	1	0	2
Not in compliance with annual update	0	0	0

Personnel

April-June 2017	Budgeted	Filled
Sworn	64	63
Non-sworn (FTE)	15	15
Non-sworn (PT/Temp.)	6	4
TOTAL	**79**	**82**

Volunteers in Policing Program (ViPs):

The Department's ViP program added one new volunteer this past quarter. The ViPs and Chaplains have volunteered a total of 1965.3 hours thus far in 2017. The total hours for this quarter are:

ViP Hours	April	May	June	Total
Chaplains	31	65	24.5	**120.5**
Volunteers	208	243.4	360.4	**811.8**

The chaplains' activities included responding to call-outs from Woodland PD and other Yolo County Law Enforcement Agencies for home deaths, death notifications, attending swearing in ceremonies for Public Safety staff.

The volunteers' activities included administrative work in several divisions (Detectives, Crime Analysis, Records, Property and Evidence); tagging and towing abandoned vehicles; providing extra patrol; washing patrol vehicles and assisting at outreach and community events.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 10.
SUBJECT: Treasurer's Investment Report Quarter Ending June 30, 2017

Recommendation for Action:
Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2017.

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

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

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

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:
As of June 30, 2017 the City treasury consisted of investments with a total book value of $113,410,719. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2017 was 0.92%, the average yield on the City of Woodland's investments as of June 30, 2017 was 2.04%. This results in an overall portfolio yield, combining all investments and LAIF of 1.30%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending June 2017 was 1.03%. The City has therefore met its goal of obtaining a rate of return greater than the established U.S. Treasury benchmark.

The City's investment strategy is to maintain 40% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty months, and achieve an investment return of 1.07% based on the parameter

of allowable investments. As of June 30, 2017 the City maintained 39.06% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of seventeen months, and achieved an investment return of 1.30%. The increase in investment return reflects the City's 3% increased investment in certificates of deposit, as well as the continued increase in short term interest rates.

Over the next quarter the City will continue to implement its investment strategy by investing approximately $4.1 million of its investable liquidity in agency callable bonds and certificates of deposit. The investments will be made with the goal of increasing the overall effective duration of investments to twenty months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy. During this time the City forecasts that there will be $2,000,000 of maturities on its investments.

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

Conclusion:
Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2017.

Prepared By: Adam Devlin, Senior Analyst

Reviewed By: Kimberly McKinney, Finance Officer/Treasurer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Q4 FY2017 08.22.2017	8/10/2017	Backup Material

CITY OF WOODLAND
INVESTMENT REPORT

June-17

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	52,179,052	46.0%
Certificate of Deposit	3,000,000	2.6%
Agency	37,642,612	33.2%
Corporate Securities	20,589,055	18.2%
TOTAL	113,410,719	100.0%

	Maturity Date	*Interest*	*Call Date*	*PAR Amount*	*Principal Amount*	Current Market Value	*Security ID*
BMW Bank	6/16/2020	1.85	N/a	250,000	250,000	N/a	05580AJK1
Comenity Capital Bank	6/19/2020	1.85	N/a	250,000	250,000	N/a	20033AUE4
Merrick Bank	6/19/2020	1.95	N/a	250,000	250,000	N/a	59013JYV5
Ally Bank	6/22/2020	1.75	N/a	250,000	250,000	N/a	02006L3N1
Bridgwater Bank	6/16/2021	1.80	N/a	250,000	250,000	N/a	108622FR7
Business Bank	6/23/2021	2.35	N/a	250,000	250,000	N/a	12325EHU9
First Financial Bank	6/29/2021	1.90	N/a	250,000	250,000	N/a	32021MEY1
Summitt Community Bank	6/30/2021	1.80	N/a	250,000	250,000	N/a	86604XLZ7
DNB First Bank	6/16/2022	1.85	N/a	250,000	250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	1.95	N/a	250,000	250,000	N/a	68148PKX4
Marine Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.85	N/a	250,000	250,000	N/a	57116APK8
Total CD Investments				3,000,000	3,000,000		
Federal National Mortgage Association	8/28/2017	0.88	8/28/2017	1,000,000	1,001,580	999,617	3135G0MZ3
Federal Home Loan Mortgage Corp	9/29/2017	1.00	9/29/2017	1,000,000	1,003,130	999,750	3137EADL0
Federal Home Loan Bank	10/26/2017	0.63	10/26/2017	1,000,000	997,103	998,512	3130A6LZ8
Federal Home Loan Mortgage Corp	12/15/2017	1.00	12/15/2017	1,000,000	1,002,313	999,228	3137EADX4
Federal Home Loan Mortgage Corp	8/24/2018	1.04	8/24/2017	2,000,000	1,998,000	1,995,692	3134GAGM0
Federal National Mortgage Association	5/30/2019	1.25	8/31/2017	2,000,000	2,000,000	1,974,912	3136G3MH5
Federal National Mortgage Association	10/27/2019	1.00	10/27/2019	2,000,000	1,981,300	1,978,436	3135G0R39
Federal National Mortgage Association	2/26/2020	1.05	8/26/2017	2,000,000	2,000,000	1,999,018	3136G2XT9
Federal National Mortgage Association	4/27/2020	1.70	4/27/2020	2,000,000	2,005,000	2,001,736	3136G4NJ8
Federal National Mortgage Association	4/28/2020	1.50	4/28/2020	2,000,000	2,000,000	1,992,808	3136G2GR2
Federal National Mortgage Association	8/28/2020	1.25	8/28/2017	1,000,000	1,000,000	978,614	3136G33E3
Federal National Mortgage Association	9/15/2020	1.38	9/15/2020	2,000,000	2,000,000	1,968,282	3136G3PK5
Federal Home Loan Mortgage Corp	10/29/2020	1.16	10/29/2017	2,000,000	1,998,500	1,992,642	3134G7S77
Federal Home Loan Bank	10/29/2020	1.00	7/29/2017	1,142,857	1,142,286	1,140,806	3130A6KG1
Federal Home Loan Mortgage Corp	4/28/2021	1.50	4/28/2021	2,000,000	2,000,000	1,997,640	3134G9AD9
Federal Home Loan Bank	8/24/2021	1.00	8/24/2017	2,000,000	2,000,000	1,993,164	3130A93A7
Federal Home Loan Bank	9/7/2021	1.13	9/7/2017	2,000,000	2,000,000	1,977,888	3130A94G3
Federal Home Loan Bank	10/28/2021	1.25	10/28/2019	2,000,000	1,987,000	1,976,152	3130A9S85
Federal Home Loan Mortgage Corp	11/4/2021	1.10	11/4/2017	1,500,000	1,500,000	1,488,347	3134GAVP6
Federal Home Loan Mortgage Corp	12/29/2021	2.13	12/29/2017	2,000,000	2,000,000	1,996,808	3134GBTY8
Federal Home Loan Mortgage Corp	1/26/2022	2.13	1/26/2018	2,000,000	2,000,000	2,001,170	3134GAT79
Federal Home Loan Mortgage Corp	4/27/2022	2.63	4/27/2018	2,000,000	2,026,400	2,021,498	3134GBHM7
Total Agency Investments				37,642,857	37,642,612	37,472,719	

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
HSBC USA Inc	1/16/2018	1.63	N/a	500,000	503,200	500,207	40428HPH9
Apple Inc	5/3/2018	1.00	N/a	500,000	497,961	498,150	037833AJ9
Chevron	6/24/2018	1.72	N/a	500,000	503,822	501,118	166764AE0
Honda	10/10/2018	2.13	N/a	500,000	510,470	503,326	02665WAC5
Coca-Cola Co	11/1/2018	1.65	N/a	500,000	510,360	501,342	191216BF6
Pepsi Co	1/7/2019	2.25	N/a	500,000	511,715	504,981	713448CK2
Oracle	1/15/2019	2.38	N/a	500,000	514,730	505,895	68389XAQ8
JP Morgan Chase & Co	1/28/2019	2.35	N/a	500,000	510,478	504,073	46625HJR2
Cisco	3/1/2019	2.13	N/a	500,000	507,360	504,152	17275RAR3
Apple Inc	5/6/2019	2.10	N/a	500,000	513,105	504,850	037833AQ3
PFIZER	5/15/2019	2.10	N/a	500,000	506,585	504,844	717081DL4
Walt Disney Company	5/30/2019	1.85	N/a	500,000	505,430	502,252	25468PDA1
Oracle	10/8/2019	2.25	N/a	500,000	512,440	506,356	68389XAX3
JP Morgan Chase & Co	10/22/2019	2.20	N/a	500,000	506,335	501,792	48127HAA7
US Bank Cincinnati	10/28/2019	2.13	N/a	500,000	502,535	503,911	90331HML4
General Electric Cap Corp	12/11/2019	2.10	N/a	500,000	511,285	504,173	36962G6P4
Costco	12/15/2019	1.70	N/a	500,000	499,510	498,870	22160KAF2
Cisco	1/15/2020	4.45	N/a	500,000	548,733	532,889	17275RAH5
Exxon	3/6/2020	1.91	N/a	500,000	508,480	501,548	30231GAG7
IBM	5/15/2020	1.63	N/a	500,000	490,433	496,366	459200HM6
Qualcomm Inc	5/20/2020	2.25	N/a	500,000	496,870	505,110	747525AD5
Cisco	6/15/2020	2.45	N/a	500,000	511,695	508,288	17275RAX0
Wal-Mart	7/8/2020	3.63	N/a	500,000	545,540	526,362	931142CU5
Wal-Mart	7/8/2020	3.63	N/a	500,000	540,835	526,362	931142CU5
Intel	7/29/2020	2.45	N/a	500,000	508,463	508,472	458140AQ3
Pfizer	8/12/2020	5.20	N/a	500,000	571,167	548,995	717081DR1
Ralph Lauren Corp	8/18/2020	2.63	N/a	500,000	502,865	508,387	751212AB7
Simon Property Group	9/1/2020	2.50	N/a	500,000	509,175	504,893	828807CU9
Automated Data Processing (ADP)	9/15/2020	2.25	N/a	500,000	507,140	506,582	053015AD5
Coca-Cola Co	10/27/2020	1.88	N/a	500,000	497,735	499,469	191216BT6
UPS	1/15/2021	3.13	N/a	1,000,000	1,042,770	1,039,722	911312AM8
Johnson & Johnson	5/15/2021	3.55	N/a	500,000	531,000	530,521	478160AZ7
Google	5/19/2021	3.63	N/a	1,000,000	1,069,370	1,059,994	02079KAA5
Caterpillar	8/9/2021	1.70	N/a	500,000	501,113	489,462	14912L6U0
Pepsico	10/6/2021	1.70	N/a	500,000	488,785	490,141	713448DL9
GE	10/17/2021	4.65	N/a	500,000	553,830	550,480	36962G5J9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	500,000	535,990	542,773	46625HJD3
Costco	2/15/2022	2.25	N/a	500,000	499,745	501,592	22160KAH8
Total Corporate Investments				20,000,000	20,589,055	20,428,692	
Total of LAIF Funds & Investments Detail					113,410,719		
Check Total (Should be zero)					-		

CASH ACCOUNTS as of 6/30/17

Bank Accounts with U.S. Bank	$7,538,602
Petty Cash	$2,778
Cash with Fiscal Agent	$7,145,814

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$528,056
Prior Quarters Interest Earned - LAIF	$207,515
Total Interest Received	$735,572
Interest Received from April 1, 2017 to June 30, 2017	$322,196
Total Fiscal Year-to-Date Interest Received	**$1,057,767**

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

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
04/01/17	Month Beginning Balance			**40,078,810**
04/14/17	Quarterly Interest	100,242		**40,179,052**
05/02/17	Deposit into LAIF	5,000,000		**45,179,052**
05/04/17	Withdraw from LAIF		6,000,000	**39,179,052**
05/12/17	Deposit into LAIF	6,000,000		**45,179,052**
06/02/17	Deposit into LAIF	10,000,000		**55,179,052**
06/29/17	Withdraw from LAIF		3,000,000	**52,179,052**
06/30/17	Month End Balance			**52,179,052**
Bonds and Other Investments				
4/1/2017	BEGINNING BALANCE			**53,222,567**
4/28/2017	Called FHLMC 3134GAS62		2,000,000	**51,222,567**
5/4/2017	Purchase FHLMC 3134GBHM7	2,026,400		**53,248,967**
5/4/2017	Purchase FNMA 3136G4NJ8	2,005,000		**55,253,967**
5/4/2017	Purchase FNMA 3135GOR39	1,981,300		**57,235,267**
6/16/2017	Purchase BMW Bank 05580AJK1	250,000		**57,485,267**
6/16/2017	Purhcase Bridgewater Bank 108622FR7	250,000		**57,735,267**
6/16/2017	Purchase DNB First Bank 25590AAF7	250,000		**57,985,267**
6/19/2017	Purchase Comenity Capital Bank 20033AUE4	250,000		**58,235,267**
6/19/2017	Purchase Merrick Bank 59013JYV5	250,000		**58,485,267**
6/21/2017	Purhcase Goldman Sachs Bank 68148PKX4	250,000		**58,735,267**
6/22/2017	Purchase Ally Bank 02006L3N1	250,000		**58,985,267**
6/23/2017	Purhcase Business Bank 12325EHU9	250,000		**59,235,267**
6/29/2017	Purchase First Financial Bank 32021MEY1	250,000		**59,485,267**
6/29/2017	Purhcase Marine Bank 56817TAA9	250,000		**59,735,267**
6/29/2017	Purchase Marlin Business Bank 57116APK8	250,000		**59,985,267**
6/29/2017	Purchase FHLMC 3134GBTY8	2,000,000		**61,985,267**
6/29/2017	Matured FHLMC 3137EADH9		1,003,600	**60,981,667**
6/30/2017	Purchase Summitt Community Bank 86604XLZ7	250,000		**61,231,667**
6/30/2017	Month End Balance			**61,231,667**
		END OF MONTH TOTAL DEBITS		**113,410,719**
		Check Total (Should be Zero)		-

Transactions w/LAIF	6
Purchase of New Bonds	4
Bonds Called	1
Purchase of New CD	12
CD Matured	0
Bonds Sold	0
Bonds Matured	1
Purchase of Corp Securities	0
Sale of Corp Securities	0

		AIG-Notes, Mortgages, etc			
1992 Wastewater					
reserve fund	$0.00		$0.00	Cash Management-Fidelity	
interest fund	$0.00		$0.00	Cash Management-Fidelity	0.00
Revenue Fund	$1,977.00		$1,977.00	Cash Management-Fidelity	0.34
interest fund	$0.00		0.00	Cash Management-Fidelity	0.00
Reserve fund	$937,430.37		$937,430.37	Cash Management-Fidelity	159.21
CFD - Gibson Ranch					
94-1					
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
reserve acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Series 2001 Acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate Revenue	$1.40		$1.40	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate (Incl Reserve)	$226,407.00		$226,407.00	Cash Mgmt-1st Am Treasury	42.51
Spring Lake 2013					
Reserve Fund	$2,134,879.02		$2,134,879.02	Cash Mgmt-1st Am Prime Obligation	408.38
Spring Lake 2016					
Special tax proceeds	$0.19		$0.19	Cash Mgmt-1st Am Prime Obligation	0.00
Special tax fund	$116.58		$116.58	Cash Mgmt-1st Am Prime Obligation	0.02
Reserve fund	$1,123,868.94		$1,123,868.94	Cash Mgmt-1st Am Prime Obligation	214.98
Revenue Anticipation Notes					
Water Revenue Bonds 2011					
revenue acct.	$760.55		$760.55	US Bank Mmkt 5 -Ct	0.09
Interest acct.	$7.95		$7.95	US Bank Mmkt 5 -Ct	7.95
reserve acct.	$1,324,577.50		$1,324,577.50	US Bank Mmkt 5 -Ct	225.00
proceeds acct	$0.00		$0.00	US Bank Mmkt 5 -Ct	0.00
ARRA 2011					
Principal and Interest account	$473,988.91		$473,988.91	US Bank Mmkt 5 -Ct	68.01
Reserve fund	$189,006.97		$189,006.97	US Bank Mmkt 5 -Ct	33.90
Bond Anticipation Notes					
2007 RDA TABS					
Tax Revenue Fund	$0.03		$0.03	Cash Mgmt - 1st Am Treasury Oblig	0.03
Interest Account	$369.98		$369.98	Cash Mgmt - 1st Am Treasury Oblig	5.50
Principal Account	$4.90		$4.90	Cash Mgmt - 1st Am Treasury Oblig	0.00
reserve account - 2007 A	$594,075.95		$594,075.95	Cash Mgmt - 1st Am Treasury Oblig	100.95
reserve account - 2007 B	$0.00		$0.00	Cash Mgmt - 1st Am Treasury Oblig	0.00
CDBG Account					
Savings Account	$138,341.25	$138,341.25	Bank of America - Quarterly Bank Statement		0.00
TOTAL	$7,145,814.49				
Check Summary Total (Should be zero)	$0.00				

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 11.
SUBJECT: Final Acceptance and Notice of Completion for Well #24 and Well #26 Water Main Project, CIP #16-09

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for Well #24 and Well #26 Water Main Project (CIP #16-09).

Staff Contact:
Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, Chris.Fong@cityofwoodland.org

Fiscal Impact:
The final construction cost for this project was $1,276,923.96. The total project cost was $1,733,924. The total project budget as authorized by the City Council is $1,740,000. Other items that make up the total project cost include the amount allocated for design, land acquisition and construction management/inspection.

The project is included in the State Revolving Fund (SRF) loan secured by the City for the local improvements to bring treated surface water into the City's water distribution system. The underlying funding source for loan repayment is the City's Water Enterprise Fund. There is no fiscal impact to the City's General Fund.

Background:
The City has entered into a Joint Powers Agreement with the City of Davis and UC-Davis to construct facilities to treat and deliver surface water to the two cities. This project is an extension of the first phase (reference CIP #11-14) of a two-part project to convey treated water from the regional water treatment facility to points throughout the City. This project connects existing Well #24 and Well #26 directly to the transmission main for blending purposes. The use of these wells to blend with surface water was a required mitigation measure to be in compliance with the new State of California chromium 6 Maximum Contaminant Limit (MCL) which was effective as of July 1, 2015 and to provide equal quality water to customers by blending native groundwater with surface water in the transmission main prior to reaching any customers. Blending the water is necessary due to water chemistry differences between groundwater and treated surface water. Hardness, alkalinity, salinity, total dissolved solids, and several metals are 80% to 100% lower in surface water than in groundwater. If native groundwater were to be reintroduced directly into the distribution system, water quality issues are possible and the difference in water quality would be noticeable to the customers.

Note that on August 1, 2017, the State Water Resources Control Board removed the current MCL for chromium 6 due to a recent Court ruling and the City's groundwater is now in compliance with the current chromium 6 MCL. However, the State will begin work on establishing a new MCL for chromium 6 which may re-establish the MCL set in 2015.

The project will also allow the City to supplement surface water supply while providing equal quality water throughout the City.

Discussion:
The City originally advertised for bids on April 29, 2016. The City sought to award the contract to the low bidder on June 21, 2016 but the item was pulled from consideration due to a bid protest. After analyzing the bid protest, the City determined there was a discrepancy/ambiguity in the bid documents. On July 5, 2016, the City Council decided by Resolution No. 6679 to reject all bids and re-authorize bid advertisement for the project.

The project was re-advertised for bids on July 7, 2016. On August 23, 2016, the City Council awarded the construction project to R.J Gordon Construction, Inc. On September 26, 2016, the City executed a construction contract with R.J. Gordon Construction, Inc. and provided them with a Notice to Proceed date of October 17, 2016. Construction was substantially complete and ready for acceptance on July 14, 2017.

The project cost breakdown is as follows:

Design/Project Management	$	327,000.00
ROW & Land Acquisition	$	-
Total Construction	$	1,276,923.96
Construction Award Amount	$	1,171,571.00
Change Orders	$	105,352.96
Construction Management/Inspection	$	130,000.00
Total Project Costs	$	1,733,923.96
Total Project Budget	$	1,740,000.00

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for Well #24 and Well #26 Water Main Project (CIP #16-09).

Prepared By: Chris Fong, Senior Associate Civil Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Final Acceptance and Notice of Completion	8/9/2017	Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR WELL #24 AND WELL #26 WATER MAIN PROJECT (CIP #16-09)

WHEREAS, the City of Woodland funded the project in the amount of $1,740,000 allocated in the Capital Budget for the Well #24 and Well #26 Water Main Project, CIP #16-09; and

WHEREAS, the City Council approved plans and specifications and authorize bid advertisement in July 7, 2016; and

WHEREAS, the City Council awarded the construction contract in the amount totaling $1,171,571.00 to R.J. Gordon Construction, Inc. on August 23, 2016; and

WHEREAS, the City approved additive change orders totaling $105,352.96; and

WHEREAS, the construction of the Projects began in October 2016 and were completed in July 2017.

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

Section 1. The City Council hereby accepts the Well #24 and Well #26 Water Main Project, CIP #16-09 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the Well #24 and Well #26 Water Main Project, CIP #16-09.

PASSED AND ADOPTED this _____ day of _____ 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 12.
SUBJECT: Reject All Bids and Re-Authorize Bid Advertisement for 2017 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the August 8, 2017 bid opening and reauthorizing bidding for the 2017 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06.

Staff Contact:
Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, Chris.Fong@cityofwoodland.org

Fiscal Impact:
The disposal of biosolids from the City's Water Pollution Control Facility (WPCF) operations is an ongoing, multi-year project funded from CIP #10-11 which is identified in the City Council approved capital budget. The funding source is the sewer enterprise fund. The project has a FY 18 budget of $500,000 with a carryover balance of approximately $350,000. In order to better track project specific costs, Council adopted a new capital project, CIP #18-06 on July 18, 2017 by Resolution #6891, to allocate $575,000 from CIP #10-11 to CIP #18-06 for the removal of the biosolids from Pond 7.

Background:
The WPCF generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Over the past few decades, a significant quantity of biosolids has been accumulated. The WPCF Waste Discharge Permit requires the WPCF to make a good faith effort to begin disposal of this material.

Previous work has included removal of biosolids from Ponds #9 and #10 and soil/cement lining of these ponds along with improvements to capping water distribution piping system.

Discussion:
The City advertised for bids for the Pond #7 work on July 19, 2017. On August 8, 2017, the City received 2 bids for the project ranging from $1,048,788 to $1,258,500. The following table shows the complete bid results.

Bidding Contractor	Bid Amount
Ramcon	$1,048,788
Synagro	$1,258,500

Prior to bidding, the City Council, by Resolution #6891 authorized the City Manager to award and execute a construction contract in an amount not to exceed $525,000 plus a contingency amount of 20% of the contract amount. Staff recommends that all bids be rejected since the bids were higher than the budget amount authorized by Council.

Staff has determined that the probable reasons for the high costs, well in excess of the $375,000 engineer's estimate of probable cost, was the late timing in the year to start such operations. Staff intends to rebid this project in Spring 2018 to achieve more favorable pricing. Staff will also investigate allocation of additional Sewer Enterprise funding.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, rejecting all bids from the August 8, 2017 bid opening and reauthorizing bidding for the 2017 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06.

Prepared By: Chris Fong, Senior Associate Civil Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution to Reject All Bids and Re-Authorize Bid Advertisement	8/11/2017	Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE AUGUST 8, 2017 BID OPENING AND REAUTHORIZE BIDDING FOR THE 2017 WPCF POND 7 BIOSOLIDS DRYING AND REMOVAL PROJECT, CIP #18-06

WHEREAS, the City Council originally approved the plans and specifications and authorized advertisement of bids on July 18, 2017; and the City opened bids on August 8, 2017; and

WHEREAS, on August 8, 2017 the City of Woodland received 2 bids for the 2017 WPCF Pond 7 Biosolids Drying and Removal Project; and

WHEREAS, the City Council wishes to reject all bids from the August 8, 2017 bid opening for CIP #18-06; and

WHEREAS, the City Council wishes to re-authorize bid advertisement for the 2017 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06, through adoption of this Resolution.

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

Section 1. The City Council hereby rejects all bids from the August 8, 2017 bid opening for CIP #18-06, 2017 WPCF Pond 7 Biosolids Drying and Removal Project.

Section 2. The City Council hereby re-authorizes bidding the CIP #18-06, 2017 WPCF Pond 7 Biosolids Drying and Removal Project.

Section 5. Copies of the Project Plans and Specifications for re-bidding are on file in the City Clerk's office, and are incorporated by reference and made a part of this Resolution.

PASSED AND ADOPTED this 22nd day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 13.
SUBJECT: Approval of Final Map 5101 Calwest 2, Subdivision Improvement Agreement, and Related Reimbursement Agreements

Recommendation for Action:
Staff recommends that the City Council:

1) Adopt Resolution No. _____, approving Final Map 5101 Calwest 2; approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorizing the City Manager to sign on behalf of the City; and authorizing the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

Staff Contact:
Bruce Pollard, Senior Civil Engineer, (530) 661-5974, bruce.pollard@cityofwoodland.org

Fiscal Impact:
This project's processing costs were covered by fees. In addition, at build-out, the 40 lots are estimated to generate approximately $1 million in development impact fees. There is no impact to the General Fund.

The SLIF reimbursement agreement does not obligate the City to pay out any additional funds that are not generated by means other than the Spring Lake Infrastructure Fee program. The 3rd Party Reimbursement Agreement does not involve City money and will not impact the City's operating budget.

Background:
City Council approved the tentative map and development agreement on April 14, 2015 for 44.97 acres with 225 single family lots.

The Developer, Lennar Homes of California, has completed all conditions required for the second portion of tentative map No. 5075 (40 lots), and is requesting that the City approve Final Subdivision Map (SM) No. 5101, Calwest 2 and the associated Subdivision Improvement Agreement and Reimbursement agreements.

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

Conclusion:
Staff recommends that the City Council:

1) Adopt Resolution No. _____, approving Final Map 5101 Calwest 2; approving the related Subdivision Improvement Agreement and authorizing the City Manager to sign on behalf of the City; and authorizing the City

Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement, and the Third Party Reimbursement Agreement and authorizing the City Manager to sign on behalf of the City; and authorizing the City Manager to sign amendments up to 15% of each reimbursement agreement individually.

Prepared By: Bruce Pollard, Senior Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution Approving the Map and SIA	8/11/2017	Resolution
Resolution for Reimbursement Agreement	8/11/2017	Resolution
Subdivision Improvement Agreemetn	8/11/2017	Agreement
SLIF Reimbursemetn Agreement	8/11/2017	Agreement
3rd Party Reimbursement Agreement	8/11/2017	Agreement
Location Map	8/11/2017	Exhibit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5101, CALWEST 2 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION.

WHEREAS, on April 14, 2015 the City of Woodland approved tentative map 5075 Calwest Optimistic with map conditions of approval and a Development Agreement; and

WHEREAS, Lennar Homes of California Inc., a California Corporation has completed the conditions of approval and has filed a final map for a 40 lot subdivision shown on map 5101, Calwest 2; and

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

WHEREAS, the developer is requesting the City Council approve this final map and related agreements;

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

1. Approves the final map for Subdivision 5101, Calwest 2.

2. Approves the Subdivision Improvement Agreement related to Subdivision 5101, Calwest 2, authorizes the City Manager to sign on behalf of the City, and further authorizes the City Manager to make time related amendments to the Agreement.

PASSED AND ADOPTED this 22nd Day of August 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angel Barajas, Mayor

ATTEST:

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAP 5101 CALWEST 2

WHEREAS, on April 14th 2015, the City Council approved Tentative Map 5075 "Calwest" and the related Development Agreement; and

WHEREAS, the developer, Lennar Homes, has met conditions and completed requirements for Final Subdivision Map 5101, Calwest 2; and

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

WHEREAS, the developer, Lennar Homes, completed and entered into to a SLIF Reimbursement Agreement for Subdivision 5101; and

WHEREAS, the developer, Lennar Homes, completed and entered into a Third Party reimbursement agreement for Subdivision 5101; and

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

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

1. Approves the SLIF Reimbursement Agreement related to Subdivision 5101, Calwest 2, and authorizes the City Manager to sign on behalf of the City, and

2. Approves the Third Party Reimbursement Agreement related to Subdivision 5101 Calwest 2, Heidrick Ranch, and authorizes the City Manager to sign on behalf of the City

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

1. Approve modifications to the SLIF improvement Agreement not to exceed $30,000 (~15%), and
2. Approve modifications to the Third Party Reimbursement Agreement to reflect actual costs.

PASSED AND ADOPTED this 22nd Day of August 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angel Barajas, Mayor

ATTEST:

SUPPLEMENTAL IMPROVEMENTS
THIRD PARTY REIMBURSEMENT AGREEMENT
SUBDIVISION 5101 CALWEST 2

This Supplemental Improvements Third Party Reimbursement Agreement ("Agreement") is made this _____ day of _____, 20_____, by and between the City of Woodland, California ("City"), and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 ("Developer"). City and Developer may be referred to individually herein as "Party" or collectively as "Parties."

RECITALS

A. Developer is currently developing a project known as Subdivision No. 5101 Calwest 2 (the "Subdivision"); and,

B. As a condition of developing the Subdivision or Project, the City requires the Developer to install certain public improvements in excess of the capacity necessary to serve the Subdivision (the "Public Improvements").

C. The Public Improvements will serve and benefit the Developer, City, and future development of other properties ("Benefiting Properties") in the area of the Subdivision, as more specifically described in Exhibit "A" attached hereto and incorporated by reference herein.

D. Developer is willing to pay the total costs of the Public Improvements, subject to the City's agreement to collect reimbursement from future Benefiting Properties as they develop, in proportion to the extent that City determines that each Benefiting Property benefits from the Public Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. **Incorporation of Recitals**. The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.

2. **Construction of Public Improvements**. The Public Improvements subject to this Agreement, and the estimated costs therefore, are shown on the improvement plans entitled "Improvement Plans for Subdivision No.5101" and described in Exhibit "B," attached hereto. Developer agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer's and others' properties to the satisfaction of the City Public Works Director and in accordance with the Subdivision Improvement Agreement dated as of _____ and incorporated herein.

3. **Allocation and Reimbursement of Costs of Public Improvements**.

3.1 Proportionate Share. Notwithstanding Developer's agreement to advance all of the costs of the Public Improvements, the Developer and each Benefiting Property shall be responsible for its proportionate share of such costs ("Proportionate Share"). In no event shall the City contribute to any reimbursement of the costs of the Public Improvements, or any other costs associated with this Agreement.

3.2 Determination of Proportionate Share. The Benefiting Property's Proportionate Share for the Harry Lorenzo Avenue, Farmers Central Road, Farm Road/F St. improvements has been determined based upon the respective street frontages of the Subdivision and the Benefiting Property as shown in the Attachment – Engineer's Cost Estimate (Exhibit C). The Benefiting Property's Proportionate Share of these improvements has been calculated as shown in the following tables:

Patriot Way		
Property (APN)		Reimbursement Amount
Oyang Development Corp APN 041-070-037		$105,920

3.3 Collection of Benefiting Properties' Proportionate Share. As part of the conditions of approval for development, renovation, reconstruction, or significant change of use of a Benefiting Property, City shall require the developer of a Benefiting Property to pay to the City the Proportionate Share of the subject Benefiting Property as a condition of approval of any discretionary land use application submitted by a Benefiting Property developer to the City.

3.4 Reimbursement to Developer. Within one hundred and twenty (120) days of the receipt of each Benefiting Properties' Proportionate Share, City shall remit such Proportionate Share, minus a reasonable amount necessary to cover City's administrative costs, to Developer.

4. **Term of Reimbursement Obligation**. City's obligation to remit Proportionate Shares paid by Benefiting Properties to Developer under this Agreement for the Public Improvements shall continue for a period of twenty (20) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all reimbursable amounts due and owing to Developer under this Agreement or is otherwise terminated as provided in this Agreement.

5. **Reimbursement Deficiencies**. City makes no guarantees, express or implied, that the Benefiting Properties will seek approval of any discretionary land use application within the 20-year period specified in Section 4 above, and in the event that Developer does not recoup his or her full reimbursable portion within the 20-year period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its best efforts to collect reimbursement from the Benefiting Properties, City shall not be liable to Developer for any deficiency in the event City fails to collect reimbursement from one or

more Benefiting Properties, regardless of fault or reason for City's failure to collect said reimbursement.

6. **Prevailing Wages**. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Public Improvements are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the Public Improvements will cost more than $1,000, Developer shall fully comply with such Prevailing Wage Laws. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Public Improvements available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

7. **Alterations to Public Improvements**. This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, provided the City shall pay for any additional improvement costs in the event the City enlarges or extends the Public Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Public Improvements.

8. **Binding on Successors in Interest**. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.

9. **Indemnity**. Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.

10. **Termination**. In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to Developer.
11. **Notice**. Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

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

DEVELOPER:

Attn: Division President
Lennar Homes
1420 Rocky Ridge, Suite # 320
Roseville, CA 95661

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

12. **Contact Information for Developer**. It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Public Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.

13. **Entire Agreement**. This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.

14. **Attorneys Fees**. If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

LENNAR HOMES OF CALIFORNIA INC

_____
Larry Gualco, Vice President

EXHIBIT "A"

BENEFITING PROPERTIES AND CURRENT OWNERSHIP

1. Oyang (041-070-037)/Bayless and Hicks

EXHIBIT "B"

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with the City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement.

Furnish, construct and install at his/her own expense the improvements required and in accordance to the conditions of approval of Amended and Restated Development Agreement dated September 3, 2013 and subsequent amendments and the "Improvements Plans for Subdivision No. 5101 dated 5/2/2017

EXHIBIT C

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: CAL-WEST - PHASE 2
BASED ON: 3rd CIVIL IMPROVEMENT PLAN SUBMITTAL TO CITY
PREPARED BY: KD, KM, BF
REVISED: 01/17/2017

SUMMARY

	SUB-TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO ADJACENT DEVELOPER REIMBURSEMENT	NET PHASE-2 DEVELOPER COST
A. PHASE 2 INTRACTS: (68 lots)	**$2,665,400**	**$154,000**	**$2,511,400**	**$105,900**	**$2,405,500**
"CAL-WEST - PHASE 2" SUB-TOTAL:	*$2,665,400*	*$154,000*	*$2,511,400*	*$105,900*	*$2,405,500*
10% CONSTRUCTION CONTINGENCY	*$266,540*	*$15,400*	*$251,140*	*$10,590*	*$240,550*
"CAL-WEST - PHASE 2" TOTAL COST:	**$2,931,900**	**$169,400**	**$2,762,500**	**$116,500**	**$2,646,100**

CITY OF WOODLAND PLAN CHECK/INSPECTION FEES

12% of the first $50,000	$6,000
10% of the next $50,000	$5,000
9% of the next $100,000	$9,000
8% of the next $100,000	$8,000
7% of the amount above $300,000	$184,233
ESTIMATED PLAN CHECK/INSPECTION TOTAL	$212,233
ORIGINAL DEPOSIT	$78,525
REMAINING INSPECTION FEES	**$133,708**

4/17/17

(1) The Developer Reimbursement costs associated with Patriot Way between State Route 113 and Harry Lorenzo Avenue are eligible for reimbursement from the "Oyang" Developers.

(2) COST OPINION EXCLUDES COSTS ASSOCIATED WITH LAND ACQUISITION.

(3) Additional Notes:

A. In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

B. This opinion of costs assumes that all the civil improvements are to be constructed in one phase. If the project is built out in additional multiple phases, additional costs may be incurred. Costs also assume competitive bidding.

C. This opinion of costs DOES NOT include costs for the following items:

D. i. Undergrounding or relocation of existing overhead utility lines (except as noted.)
ii. Permits or other City Fees
iii. Any costs related to environmental assessment of the mitigation of any contamination, endangered species or archeological resources.
iv. Costs for land, financing, bonds and easements.
v. Costs associated with coordination with other contractors working within the Spring Lake area (e.g. offsite storm drainage, water well(s), intract improvements, etc.)

E. Unit costs are 2017 basis.

F. This opinion assumes payment of prevailing wages.

G. This opinion does NOT include soft costs (engr, landscape design, construction management, staking, inspection, soils testing.)

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: CAL-WEST - PHASE 2
BASED ON: 3rd CIVIL IMPROVEMENT PLAN SUBMITTAL TO CITY
PREPARED BY: KD, KM, BF
REVISED: 01/17/2017

A. PHASE 2 INTRACTS

(68 lots; incl. utility services for 10 lots part of future phases; incl. full street imp. for Hammond Street and along park frontage for Shellhammer Drive)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL
I.	GRADING & EROSION CONTROL							
1.	CLEAR & GRUB	14.55	AC	$1,500.00	$21,819	$0	$21,819	$463
2.	ROUGH GRADING	10,500	CY	$3.50	$36,750	$0	$36,750	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	115,202	SF	$0.35	$40,321	$0	$40,321	$2,699
4.	SW-FINISH GRADING, CMPT. SUB-GRADE	25,634	SF	$1.00	$25,634	$0	$25,634	$0
5.	LOT GRADING	68	EA	$450.00	$30,600	$0	$30,600	$0
6.	EROSION CONTROL	14.55	AC	$2,000.00	$29,092	$0	$29,092	$617
		GRADING & EROSION CONTROL SUB-TOTAL			$184,216	$0	$184,216	$3,779
II.	STREET WORK & CONCRETE							
7.	4" AC PAVEMENT	97,220	SF	$2.00	$194,440	$0	$194,440	$13,516
8.	12" AGGREGATE BASE (Road/Curb/Gutter)	115,202	SF	$1.45	$167,043	$0	$167,043	$11,182
9.	4" PCC SIDEWALK (incl. 4" AB)	25,634	SF	$5.75	$147,395	$0	$147,395	$0
10.	SURVEY MONUMENTS	6	EA	$350.00	$2,100	$0	$2,100	$175
11.	SIGNAGE AND STRIPING	1	LS	$3,000.00	$3,000	$0	$3,000	$0
12.	VERTICAL CURB & GUTTER	5,265	LF	$20.00	$105,300	$0	$105,300	$0
13.	LOW PROFILE CURB & GUTTER	411	LF	$28.00	$11,508	$0	$11,508	$0
14.	DRIVEWAYS	66	EA	$775.00	$51,150	$0	$51,150	$0
15.	ROAD AND SIDEWALK BARRICADES	150	LF	$30.00	$4,485	$0	$4,485	$480
16.	STAMPED CONCRETE	1,257	SF	$16.50	$20,741	$0	$20,741	$0
17.	LANDSCAPING (Lot B)*	4,085	SF	$4.50	$18,383	$0	$18,383	$0
18.	PEDESTRIAN RAMPS (incl. detectable warnings)	22	EA	$850.00	$18,700	$0	$18,700	$0
		STREET WORK & CONCRETE SUB-TOTAL			$744,243	$0	$744,243	$25,353
III.	STORM DRAINAGE							
19.	18" RCP STORM DRAIN	386	LF	$62.00	$23,932	$0	$23,932	$0
20.	24" RCP STORM DRAIN	435	LF	$76.00	$33,060	$0	$33,060	$0
21.	30" RCP STORM DRAIN	649	LF	$95.00	$61,655	$0	$61,655	$0
22.	60" RCP STORM DRAIN	530	LF	$250.00	$132,500	$132,500	$0	$0
23.	TYPE I SD MANHOLE (36" pipe max.)	2	EA	$4,250.00	$8,500	$0	$8,500	$0
24.	TYPE II SD MANHOLE (36"+ pipe)	2	EA	$9,500.00	$19,000	$19,000	$0	$0
25.	CURB INLET MANHOLE (Type I MH base)	7	EA	$5,500.00	$38,500	$0	$38,500	$0
26.	CURB INLET	6	EA	$3,950.00	$23,700	$0	$23,700	$0
27.	SEDIMENTATION BASIN	1	EA	$2,500.00	$2,500	$0	$2,500	$0
28.	CONNECT TO EXISTING (excl sedimentation basin)	3	EA	$2,500.00	$7,500	$2,500	$5,000	$0
29.	REMOVE SEDIMENTATION BASIN (& connect to exist.)	1	EA	$3,500.00	$3,500	$0	$3,500	$0
30.	CAP END	1	EA	$750.00	$750	$0	$750	$0
		STORM DRAINAGE SUB-TOTAL			$355,097	$154,000	$201,097	$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL
IV.	SEWER SYSTEM							
31.	8" SDR-35 PVC	2,606	LF	$44.00	$114,665	$0	$114,665	$10,428
32.	48" SEWER MANHOLE	8	EA	$4,350.00	$34,800	$0	$34,800	$2,175
33.	4" SEWER SERVICE (incl. clean out)	69	EA	$1,150.00	$79,350	$0	$79,350	$0
34.	CONNECT TO EXISTING	4	EA	$1,000.00	$4,000	$0	$4,000	$500
35.	CAP END	3	EA	$750.00	$2,250	$0	$2,250	$375
			SEWER SYSTEM SUB-TOTAL		$235,065	$0	$235,065	$13,478
V.	DOMESTIC WATER SYSTEM							
36.	8" WATER MAIN (incl. fittings)	3,267	LF	$48.00	$156,816	$0	$156,816	$11,376
37.	8" VALVE	29	EA	$1,950.00	$56,550	$0	$56,550	$3,900
38.	1.5" WATER SERVICE (incl. meter)	69	EA	$3,250.00	$224,250	$0	$224,250	$0
39.	2" WATER SERVICE (incl. meter)	1	EA	$4,000.00	$4,000	$0	$4,000	$0
40.	FIRE HYDRANT AND ASSEMBLY	12	EA	$5,500.00	$66,000	$0	$66,000	$5,500
41.	4" PVC SCHED. 40 IRRIGATION SLEEVES	852	LF	$20.00	$17,040	$0	$17,040	$0
42.	CONNECT TO EXISTING	4	EA	$2,500.00	$10,000	$0	$10,000	$1,250
43.	8" BLOW OFF VALVE	4	EA	$2,250.00	$9,000	$0	$9,000	$1,125
			WATER SYSTEM SUB-TOTAL		$543,656	$0	$543,656	$23,151
VI.	STREETLIGHTS							
44.	STREET LIGHTS (SINGLE-Including wire, poles, pedestals)	31	EA	$6,850.00	$212,350	$0	$212,350	$13,700
			STREETLIGHT SUB-TOTAL		$212,350	$0	$212,350	$13,700
VII.	JOINT TRENCH							
45.	JOINT TRENCH	4,342	LF	$90.00	$390,780	$0	$390,780	$26,460
			JOINT TRENCH SUB-TOTAL		$390,780	$0	$390,780	$26,460
	SUMMARY							
I.	GRADING & EROSION CONTROL				$184,216	$0	$184,216	$3,779
II.	STREET WORK & CONCRETE				$744,243	$0	$744,243	$25,353
III.	STORM DRAINAGE				$355,097	$154,000	$201,097	$0
IV.	SEWER SYSTEM				$235,065	$0	$235,065	$13,478
V.	WATER SYSTEM				$543,656	$0	$543,656	$23,151
VI.	STREETLIGHTS				$212,350	$0	$212,350	$13,700
VII.	JOINT TRENCH				$390,780	$0	$390,780	$26,460
				SUB-TOTAL:	$2,665,408	$154,000	$2,511,408	$105,920
			10% CONSTRUCTION CONTINGENCY:		$266,541	$15,400	$251,141	$10,592
			TOTAL INTRACTS (68 LOTS) COST :		$2,932,000	$169,400	$2,762,600	$116,600

*$10,000 AVAILABLE FOR PARK FEE CREDITS UPON COMPLETION

AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
BY THE CITY OF WOODLAND
SM 5101 CALWEST 2

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2017 ("Effective Date") by and between Lennar Homes of California, a California Corporation with its principal office located at 1420 Rocky Ridge Suite #320, Roseville, CA 95661 ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City ("Improvements"), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development Within the Spring Lake Specific Plan Area ("Reimbursement Agreement"), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit "A," attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is One Hundred Ninety Six Thousand Nine Hundred Sixty Dollars and Zero Cents ($190,960.00) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A,", Based on Engineer's Estimates as set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as

the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than $1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 Documentation of Costs. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer

agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City:
City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer:
Lennar Homes
1420 Rock Ridge # 320
Roseville, CA 95601
Attn: Vice President

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

Lennar Homes of California, Inc.

by: _____
Larry Gualco
Vice President

ATTEST:

_____
Ana Gonzalez, City Clerk

EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED

	SCHEDULE					
Item No.	**CONSTRUCTION ITEM DESCRIPTION**	**UNITS**	**QTY**	**TOTAL ESTIMATED COST**	**FUND SOURCE**	**NOTES**
5	60" Storm Drain Pipe	LF	530	132,500	SLIF Credits	
6	Type II SD manhole	EA	2	$19,000	SLIF Credits	
7	Connect to Existing	EA	2	$2,500	SLIF Credits	
	Sub Total			$154,000	SLIF Credits	
	24% Design, CM, inspection, plan check, surveying%			$36,960	SLIF Credits	
	Total			$190,960		
			TOTAL	$ 190,960		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLY SLIF CONSTRUCTION COSTS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: CAL-WEST - PHASE 2
BASED ON: 3rd CIVIL IMPROVEMENT PLAN SUBMITTAL TO CITY
PREPARED BY: KD, KM, BF
REVISED: 01/17/2017

SUMMARY

	SUB-TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO ADJACENT DEVELOPER REIMBURSEMENT	NET PHASE-2 DEVELOPER COST
A. PHASE 2 INTRACTS: (68 lots)	**$2,665,400**	**$154,000**	**$2,511,400**	**$105,900**	**$2,405,500**
"CAL-WEST - PHASE 2" SUB-TOTAL:	*$2,665,400*	*$154,000*	*$2,511,400*	*$105,900*	*$2,405,500*
10% CONSTRUCTION CONTINGENCY	*$266,540*	*$15,400*	*$251,140*	*$10,590*	*$240,550*
"CAL-WEST - PHASE 2" TOTAL COST:	**$2,931,900**	**$169,400**	**$2,762,500**	**$116,500**	**$2,646,100**

CITY OF WOODLAND PLAN CHECK/INSPECTION FEES

12% of the first $50,000	$6,000
10% of the next $50,000	$5,000
9% of the next $100,000	$9,000
8% of the next $100,000	$8,000
7% of the amount above $300,000	$184,233
ESTIMATED PLAN CHECK/INSPECTION TOTAL	$212,233
ORIGINAL DEPOSIT	$78,525
REMAINING INSPECTION FEES	**$133,708**

1/17/17

(1) The Developer Reimbursement costs associated with Patriot Way between State Route 113 and Harry Lorenzo Avenue are eligible for reimbursement from the "Oyang" Developers.

(2) COST OPINION EXCLUDES COSTS ASSOCIATED WITH LAND ACQUISITION.

(3) Additional Notes:

A. In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

B. This opinion of costs assumes that all the civil improvements are to be constructed in one phase. If the project is built out in additional multiple phases, additional costs may be incurred. Costs also assume competitive bidding.

C. This opinion of costs DOES NOT include costs for the following items:

D. i. Undergrounding or relocation of existing overhead utility lines (except as noted.)

ii. Permits or other City Fees

iii. Any costs related to environmental assessment of the mitigation of any contamination, endangered species or archeological resources.

iv. Costs for land, financing, bonds and easements.

v. Costs associated with coordination with other contractors working within the Spring Lake area (e.g. offsite storm drainage, water well(s), intract improvements, etc.)

E. Unit costs are 2017 basis.

F. This opinion assumes payment of prevailing wages.

G. This opinion does NOT include soft costs (engr, landscape design, construction management, staking, inspection, soils testing.)

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BASED ON: 3rd CIVIL IMPROVEMENT PLAN SUBMITTAL TO CITY
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REVISED: 01/17/2017

A. PHASE 2 INTRACTS

(68 lots; incl. utility services for 10 lots part of future phases; incl. full street imp. for Hammond Street and along park frontage for Shellhammer Drive)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL
I.	GRADING & EROSION CONTROL							
1.	CLEAR & GRUB	14.55	AC	$1,500.00	$21,819	$0	$21,819	$463
2.	ROUGH GRADING	10,500	CY	$3.50	$36,750	$0	$36,750	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	115,202	SF	$0.35	$40,321	$0	$40,321	$2,699
4.	SW-FINISH GRADING, CMPT. SUB-GRADE	25,634	SF	$1.00	$25,634	$0	$25,634	$0
5.	LOT GRADING	68	EA	$450.00	$30,600	$0	$30,600	$0
6.	EROSION CONTROL	14.55	AC	$2,000.00	$29,092	$0	$29,092	$617
		GRADING & EROSION CONTROL SUB-TOTAL			$184,216	$0	$184,216	$3,779
II.	STREET WORK & CONCRETE							
7.	4" AC PAVEMENT	97,220	SF	$2.00	$194,440	$0	$194,440	$13,516
8.	12" AGGREGATE BASE (Road/Curb/Gutter)	115,202	SF	$1.45	$167,043	$0	$167,043	$11,182
9.	4" PCC SIDEWALK (incl. 4" AB)	25,634	SF	$5.75	$147,395	$0	$147,395	$0
10.	SURVEY MONUMENTS	6	EA	$350.00	$2,100	$0	$2,100	$175
11.	SIGNAGE AND STRIPING	1	LS	$3,000.00	$3,000	$0	$3,000	$0
12.	VERTICAL CURB & GUTTER	5,265	LF	$20.00	$105,300	$0	$105,300	$0
13.	LOW PROFILE CURB & GUTTER	411	LF	$28.00	$11,508	$0	$11,508	$0
14.	DRIVEWAYS	66	EA	$775.00	$51,150	$0	$51,150	$0
15.	ROAD AND SIDEWALK BARRICADES	150	LF	$30.00	$4,485	$0	$4,485	$480
16.	STAMPED CONCRETE	1,257	SF	$16.50	$20,741	$0	$20,741	$0
17.	LANDSCAPING (Lot B)*	4,085	SF	$4.50	$18,383	$0	$18,383	$0
18.	PEDESTRIAN RAMPS (incl. detectable warnings)	22	EA	$850.00	$18,700	$0	$18,700	$0
		STREET WORK & CONCRETE SUB-TOTAL			$744,243	$0	$744,243	$25,353
III.	STORM DRAINAGE							
19.	18" RCP STORM DRAIN	386	LF	$62.00	$23,932	$0	$23,932	$0
20.	24" RCP STORM DRAIN	435	LF	$76.00	$33,060	$0	$33,060	$0
21.	30" RCP STORM DRAIN	649	LF	$95.00	$61,655	$0	$61,655	$0
22.	60" RCP STORM DRAIN	530	LF	$250.00	$132,500	$132,500	$0	$0
23.	TYPE I SD MANHOLE (36" pipe max.)	2	EA	$4,250.00	$8,500	$0	$8,500	$0
24.	TYPE II SD MANHOLE (36"+ pipe)	2	EA	$9,500.00	$19,000	$19,000	$0	$0
25.	CURB INLET MANHOLE (Type I MH base)	7	EA	$5,500.00	$38,500	$0	$38,500	$0
26.	CURB INLET	6	EA	$3,950.00	$23,700	$0	$23,700	$0
27.	SEDIMENTATION BASIN	1	EA	$2,500.00	$2,500	$0	$2,500	$0
28.	CONNECT TO EXISTING (excl sedimentation basin)	3	EA	$2,500.00	$7,500	$2,500	$5,000	$0
29.	REMOVE SEDIMENTATION BASIN (& connect to exist.)	1	EA	$3,500.00	$3,500	$0	$3,500	$0
30.	CAP END	1	EA	$750.00	$750	$0	$750	$0
		STORM DRAINAGE SUB-TOTAL			$355,097	$154,000	$201,097	$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ DEV. REIMB. TOTAL
IV.	SEWER SYSTEM							
31.	8" SDR-35 PVC	2,606	LF	$44.00	$114,665	$0	$114,665	$10,428
32.	48" SEWER MANHOLE	8	EA	$4,350.00	$34,800	$0	$34,800	$2,175
33.	4" SEWER SERVICE (incl. clean out)	69	EA	$1,150.00	$79,350	$0	$79,350	$0
34.	CONNECT TO EXISTING	4	EA	$1,000.00	$4,000	$0	$4,000	$500
35.	CAP END	3	EA	$750.00	$2,250	$0	$2,250	$375
			SEWER SYSTEM SUB-TOTAL		$235,065	$0	$235,065	$13,478
V.	DOMESTIC WATER SYSTEM							
36.	8" WATER MAIN (incl. fittings)	3,267	LF	$48.00	$156,816	$0	$156,816	$11,376
37.	8" VALVE	29	EA	$1,950.00	$56,550	$0	$56,550	$3,900
38.	1.5" WATER SERVICE (incl. meter)	69	EA	$3,250.00	$224,250	$0	$224,250	$0
39.	2" WATER SERVICE (incl. meter)	1	EA	$4,000.00	$4,000	$0	$4,000	$0
40.	FIRE HYDRANT AND ASSEMBLY	12	EA	$5,500.00	$66,000	$0	$66,000	$5,500
41.	4" PVC SCHED. 40 IRRIGATION SLEEVES	852	LF	$20.00	$17,040	$0	$17,040	$0
42.	CONNECT TO EXISTING	4	EA	$2,500.00	$10,000	$0	$10,000	$1,250
43.	8" BLOW OFF VALVE	4	EA	$2,250.00	$9,000	$0	$9,000	$1,125
			WATER SYSTEM SUB-TOTAL		$543,656	$0	$543,656	$23,151
VI.	STREETLIGHTS							
44.	STREET LIGHTS (SINGLE-Including wire, poles, pedestals)	31	EA	$6,850.00	$212,350	$0	$212,350	$13,700
			STREETLIGHT SUB-TOTAL		$212,350	$0	$212,350	$13,700
VII.	JOINT TRENCH							
45.	JOINT TRENCH	4,342	LF	$90.00	$390,780	$0	$390,780	$26,460
			JOINT TRENCH SUB-TOTAL		$390,780	$0	$390,780	$26,460
	SUMMARY							
I.	GRADING & EROSION CONTROL				$184,216	$0	$184,216	$3,779
II.	STREET WORK & CONCRETE				$744,243	$0	$744,243	$25,353
III.	STORM DRAINAGE				$355,097	$154,000	$201,097	$0
IV.	SEWER SYSTEM				$235,065	$0	$235,065	$13,478
V.	WATER SYSTEM				$543,656	$0	$543,656	$23,151
VI.	STREETLIGHTS				$212,350	$0	$212,350	$13,700
VII.	JOINT TRENCH				$390,780	$0	$390,780	$26,460
				SUB-TOTAL:	$2,665,408	$154,000	$2,511,408	$105,920
			10% CONSTRUCTION CONTINGENCY:		$266,541	$15,400	$251,141	$10,592
			TOTAL INTRACTS (68 LOTS) COST :		$2,932,000	$169,400	$2,762,600	$116,600

*$10,000 AVAILABLE FOR PARK FEE CREDITS UPON COMPLETION

SUPPLEMENTAL IMPROVEMENTS
THIRD PARTY REIMBURSEMENT AGREEMENT
SUBDIVISION 5101 CALWEST 2

This Supplemental Improvements Third Party Reimbursement Agreement ("Agreement") is made this _____ day of _____, 20_____, by and between the City of Woodland, California ("City"), and Lennar Homes of California, Inc. a California Corporation, with its principal office located at 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 ("Developer"). City and Developer may be referred to individually herein as "Party" or collectively as "Parties."

RECITALS

A. Developer is currently developing a project known as Subdivision No. 5101 Calwest 2 (the "Subdivision"); and,

B. As a condition of developing the Subdivision or Project, the City requires the Developer to install certain public improvements in excess of the capacity necessary to serve the Subdivision (the "Public Improvements").

C. The Public Improvements will serve and benefit the Developer, City, and future development of other properties ("Benefiting Properties") in the area of the Subdivision, as more specifically described in Exhibit "A" attached hereto and incorporated by reference herein.

D. Developer is willing to pay the total costs of the Public Improvements, subject to the City's agreement to collect reimbursement from future Benefiting Properties as they develop, in proportion to the extent that City determines that each Benefiting Property benefits from the Public Improvements, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

1. **Incorporation of Recitals**. The Parties acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Agreement.

2. **Construction of Public Improvements**. The Public Improvements subject to this Agreement, and the estimated costs therefore, are shown on the improvement plans entitled "Improvement Plans for Subdivision No.5101" and described in Exhibit "B," attached hereto. Developer agrees to and shall fully construct, install and pay for the Public Improvements benefiting both Developer's and others' properties to the satisfaction of the City Public Works Director and in accordance with the Subdivision Improvement Agreement dated as of _____ and incorporated herein.

3. **Allocation and Reimbursement of Costs of Public Improvements**.

3.1 Proportionate Share. Notwithstanding Developer's agreement to advance all of the costs of the Public Improvements, the Developer and each Benefiting Property shall be responsible for its proportionate share of such costs ("Proportionate Share"). In no event shall the City contribute to any reimbursement of the costs of the Public Improvements, or any other costs associated with this Agreement.

3.2 Determination of Proportionate Share. The Benefiting Property's Proportionate Share for the Harry Lorenzo Avenue, Farmers Central Road, Farm Road/F St. improvements has been determined based upon the respective street frontages of the Subdivision and the Benefiting Property as shown in the Attachment – Engineer's Cost Estimate (Exhibit C). The Benefiting Property's Proportionate Share of these improvements has been calculated as shown in the following tables:

Patriot Way		
Property (APN)		Reimbursement Amount
Oyang Development Corp APN 041-070-037		$105,920

3.3 Collection of Benefiting Properties' Proportionate Share. As part of the conditions of approval for development, renovation, reconstruction, or significant change of use of a Benefiting Property, City shall require the developer of a Benefiting Property to pay to the City the Proportionate Share of the subject Benefiting Property as a condition of approval of any discretionary land use application submitted by a Benefiting Property developer to the City.

3.4 Reimbursement to Developer. Within one hundred and twenty (120) days of the receipt of each Benefiting Properties' Proportionate Share, City shall remit such Proportionate Share, minus a reasonable amount necessary to cover City's administrative costs, to Developer.

4. **Term of Reimbursement Obligation**. City's obligation to remit Proportionate Shares paid by Benefiting Properties to Developer under this Agreement for the Public Improvements shall continue for a period of twenty (20) years from the date of this Agreement, unless the obligation is sooner satisfied by payment in full of all reimbursable amounts due and owing to Developer under this Agreement or is otherwise terminated as provided in this Agreement.

5. **Reimbursement Deficiencies**. City makes no guarantees, express or implied, that the Benefiting Properties will seek approval of any discretionary land use application within the 20-year period specified in Section 4 above, and in the event that Developer does not recoup his or her full reimbursable portion within the 20-year period, City shall not be responsible for any such deficiency in reimbursement. In addition, although City agrees to use its best efforts to collect reimbursement from the Benefiting Properties, City shall not be liable to Developer for any deficiency in the event City fails to collect reimbursement from one or

more Benefiting Properties, regardless of fault or reason for City's failure to collect said reimbursement.

6. **Prevailing Wages**. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Public Improvements are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the Public Improvements will cost more than $1,000, Developer shall fully comply with such Prevailing Wage Laws. City shall provide Developer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Developer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Public Improvements available to interested parties upon request, and shall post copies at the Developer's principal place of business and at the project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

7. **Alterations to Public Improvements**. This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend the Public Improvements, provided the City shall pay for any additional improvement costs in the event the City enlarges or extends the Public Improvements, nor shall it be construed as a grant to the Developer of any right to any exclusive use or specific capacity in or to the Public Improvements.

8. **Binding on Successors in Interest**. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties.

9. **Indemnity**. Developer shall defend, indemnify and hold City and its officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Developer or its officials, officers, employees, agents, consultants and contractors in connection with this Agreement, including without limitation the payment of attorneys fees, expert witness fees, and other related costs and expenses. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or its directors, officials, officers, employees, agents or volunteers.

10. **Termination**. In the event Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to Developer.
11. **Notice**. Written notice, whenever required by this Agreement, shall become effective upon personal service or deposit in the United States mail, postage prepaid, addressed to the following:

CITY:

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

DEVELOPER:

Attn: Division President
Lennar Homes
1420 Rocky Ridge, Suite # 320
Roseville, CA 95661

Either Party may update its address and contact information by providing written notice of the new information to the other Party.

12. **Contact Information for Developer**. It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any reimbursements are due, the City shall hold such fees for the benefit of the Developer or its successor or assignee for a period of one year, commencing upon the date of acceptance of the Public Improvements by City. Following this one-year period, any fees not reimbursed to the Developer shall escheat to the City and the City shall have no further obligations to Developer pursuant to this Agreement.

13. **Entire Agreement**. This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no party, agent or representative of the other party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.

14. **Attorneys Fees**. If any legal action, or any arbitration or other proceeding is initiated for the enforcement/interpretation of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

LENNAR HOMES OF CALIFORNIA INC

_____
Larry Gualco, Vice President

EXHIBIT "A"

BENEFITING PROPERTIES AND CURRENT OWNERSHIP

1. Oyang (041-070-037)/Bayless and Hicks

EXHIBIT "B"

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with the City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement.

Furnish, construct and install at his/her own expense the improvements required and in accordance to the conditions of approval of Amended and Restated Development Agreement dated September 3, 2013 and subsequent amendments and the "Improvements Plans for Subdivision No. 5101 dated 5/2/2017

EXHIBIT C

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: CAL-WEST - PHASE 2
BASED ON: 3rd CIVIL IMPROVEMENT PLAN SUBMITTAL TO CITY
PREPARED BY: KD, KM, BF
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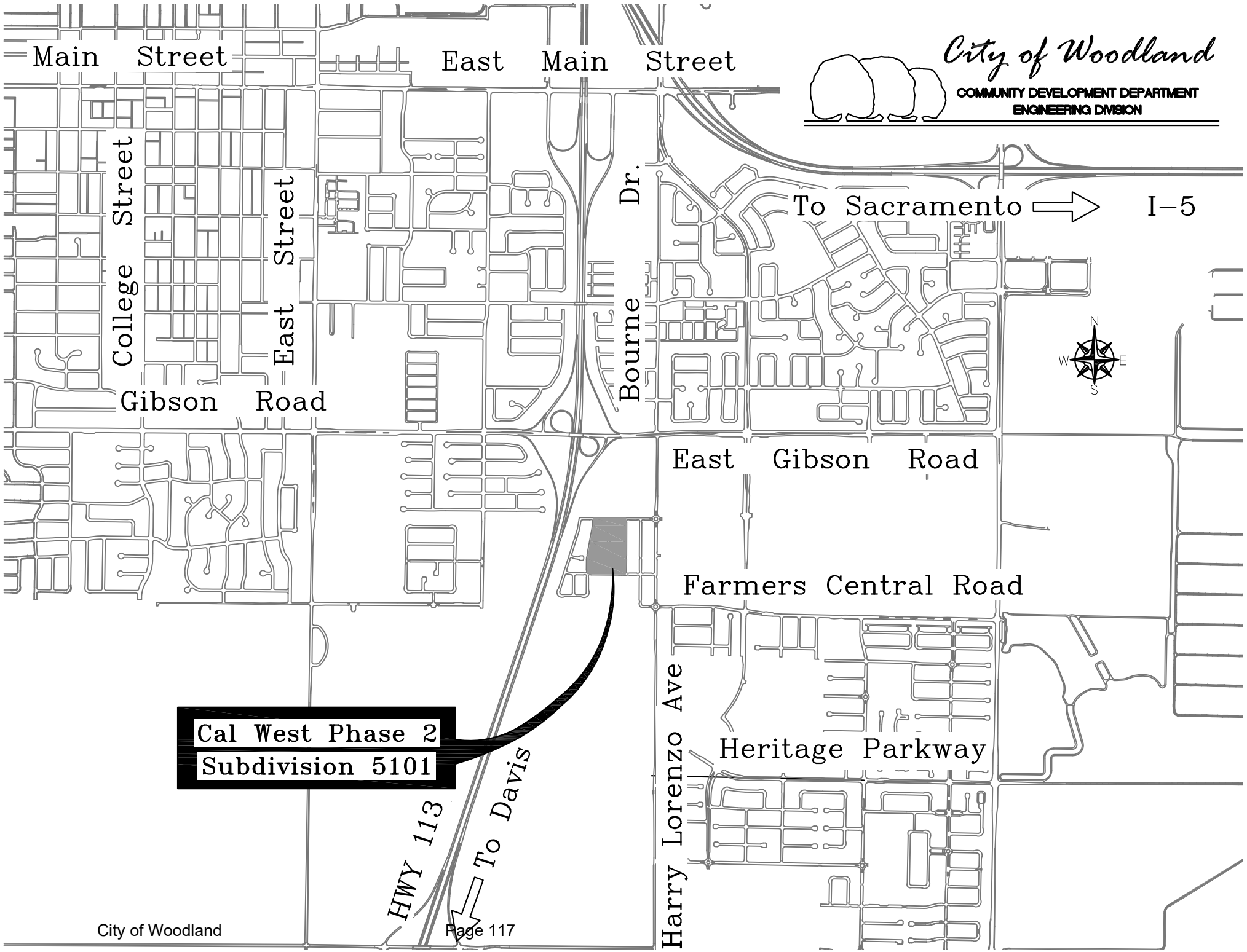
19.	18" RCP STORM DRAIN	386	LF	$62.00	$23,932	$0	$23,932	$0
20.	24" RCP STORM DRAIN	435	LF	$76.00	$33,060	$0	$33,060	$0
21.	30" RCP STORM DRAIN	649	LF	$95.00	$61,655	$0	$61,655	$0
22.	60" RCP STORM DRAIN	530	LF	$250.00	$132,500	$132,500	$0	$0
23.	TYPE I SD MANHOLE (36" pipe max.)	2	EA	$4,250.00	$8,500	$0	$8,500	$0
24.	TYPE II SD MANHOLE (36"+ pipe)	2	EA	$9,500.00	$19,000	$19,000	$0	$0
25.	CURB INLET MANHOLE (Type I MH base)	7	EA	$5,500.00	$38,500	$0	$38,500	$0
26.	CURB INLET	6	EA	$3,950.00	$23,700	$0	$23,700	$0
27.	SEDIMENTATION BASIN	1	EA	$2,500.00	$2,500	$0	$2,500	$0
28.	CONNECT TO EXISTING (excl sedimentation basin)	3	EA	$2,500.00	$7,500	$2,500	$5,000	$0
29.	REMOVE SEDIMENTATION BASIN (& connect to exist.)	1	EA	$3,500.00	$3,500	$0	$3,500	$0
30.	CAP END	1	EA	$750.00	$750	$0	$750	$0
		STORM DRAINAGE SUB-TOTAL			$355,097	$154,000	$201,097	$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	ADJ. DEV. REIMB. TOTAL
IV.	SEWER SYSTEM							
31.	8" SDR-35 PVC	2,606	LF	$44.00	$114,665	$0	$114,665	$10,428
32.	48" SEWER MANHOLE	8	EA	$4,350.00	$34,800	$0	$34,800	$2,175
33.	4" SEWER SERVICE (incl. clean out)	69	EA	$1,150.00	$79,350	$0	$79,350	$0
34.	CONNECT TO EXISTING	4	EA	$1,000.00	$4,000	$0	$4,000	$500
35.	CAP END	3	EA	$750.00	$2,250	$0	$2,250	$375
			SEWER SYSTEM SUB-TOTAL		$235,065	$0	$235,065	$13,478
V.	DOMESTIC WATER SYSTEM							
36.	8" WATER MAIN (incl. fittings)	3,267	LF	$48.00	$156,816	$0	$156,816	$11,376
37.	8" VALVE	29	EA	$1,950.00	$56,550	$0	$56,550	$3,900
38.	1.5" WATER SERVICE (incl. meter)	69	EA	$3,250.00	$224,250	$0	$224,250	$0
39.	2" WATER SERVICE (incl. meter)	1	EA	$4,000.00	$4,000	$0	$4,000	$0
40.	FIRE HYDRANT AND ASSEMBLY	12	EA	$5,500.00	$66,000	$0	$66,000	$5,500
41.	4" PVC SCHED. 40 IRRIGATION SLEEVES	852	LF	$20.00	$17,040	$0	$17,040	$0
42.	CONNECT TO EXISTING	4	EA	$2,500.00	$10,000	$0	$10,000	$1,250
43.	8" BLOW OFF VALVE	4	EA	$2,250.00	$9,000	$0	$9,000	$1,125
			WATER SYSTEM SUB-TOTAL		$543,656	$0	$543,656	$23,151
VI.	STREETLIGHTS							
44.	STREET LIGHTS (SINGLE-Including wire, poles, pedestals)	31	EA	$6,850.00	$212,350	$0	$212,350	$13,700
			STREETLIGHT SUB-TOTAL		$212,350	$0	$212,350	$13,700
VII.	JOINT TRENCH							
45.	JOINT TRENCH	4,342	LF	$90.00	$390,780	$0	$390,780	$26,460
			JOINT TRENCH SUB-TOTAL		$390,780	$0	$390,780	$26,460
	SUMMARY							
I.	GRADING & EROSION CONTROL				$184,216	$0	$184,216	$3,779
II.	STREET WORK & CONCRETE				$744,243	$0	$744,243	$25,353
III.	STORM DRAINAGE				$355,097	$154,000	$201,097	$0
IV.	SEWER SYSTEM				$235,065	$0	$235,065	$13,478
V.	WATER SYSTEM				$543,656	$0	$543,656	$23,151
VI.	STREETLIGHTS				$212,350	$0	$212,350	$13,700
VII.	JOINT TRENCH				$390,780	$0	$390,780	$26,460
				SUB-TOTAL:	$2,665,408	$154,000	$2,511,408	$105,920
			10% CONSTRUCTION CONTINGENCY:		$266,541	$15,400	$251,141	$10,592
			TOTAL INTRACTS (68 LOTS) COST :		$2,932,000	$169,400	$2,762,600	$116,600

*$10,000 AVAILABLE FOR PARK FEE CREDITS UPON COMPLETION


City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
Main Street
East Main Street
College Street
East Street
Gibson Road
Bourne Dr.
To Sacramento
I-5
N
W
E
S
East Gibson Road
Farmers Central Road
Cal West Phase 2
Subdivision 5101
HWY 113
To Davis
Harry Lorenzo Ave
Heritage Parkway

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 14.
SUBJECT: Approval of Final Map 5107 Heritage Remainder Phase 2, Related Subdivision Improvement Agreement, and SLIF Reimbursement Agreement

Recommendation for Action:
Staff recommends that the City Council:

1) Adopt Resolution No. _____, approving Final Map 5107 Heritage Remainder 2; approving the related Subdivision Improvement Agreement and authorizing Mayor to sign on behalf of the City; and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement; and authorizing the City Manager sign on behalf of the City and to sign amendments for up to 15% of the reimbursement agreement.

Staff Contact:
Bruce Pollard, Senior Civil Engineer, (530) 661-5974, bruce.pollard@cityofwoodland.org

Fiscal Impact:
This project's processing costs are covered by fees. In addition, at build-out the 103 lots are estimated to generate approximately $2.4 million in Development Impact Fees.

Background:
On July 1, 2014, the City Council approved the 115 acre Heritage Remainder Map No. 5048 and Development Agreement, consisting of 253 single-family lots and one (8.2 acre) multi family lot.

The Developer, Lennar Homes of California, Inc. a California Corporation, has completed all conditions required for phase 2 of the Tentative Map and is requesting that the City approve Final Subdivision Map (SM) No. 5107 (103 lots) Heritage Remainder Phase 2 and the associated Subdivision Improvement Agreement.

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

The Subdivision Improvement Agreement, SLIF Improvement Agreement, and location map are provided as attachments to this report. Under the Subdivision Map Act, the City is required to approve the final map once all conditions have been met and securities have been posted.

Conclusion:
Staff recommends that the City Council:

1) Adopt Resolution No. _____, approving Final Map 5107 Heritage Remainder 2; approving the related Subdivision Improvement Agreement and authorizing Mayor to sign on behalf of the City; and authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time; and

2) Adopt Resolution No. _____, approving the SLIF Reimbursement Agreement; and authorizing the City Manager sign on behalf of the City and to sign amendments for up to 15% of the reimbursement agreement.

Prepared By: Bruce Pollard, Senior Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution Approving the Map and SIA	8/11/2017	Resolution
Resolution for Reimbursement Agreement	8/11/2017	Resolution
Subdivision Improvement Agreement	8/11/2017	Agreement
SLIF Reimbursement Agreement	8/11/2017	Agreement
Location Map	8/11/2017	Exhibit

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5107 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

WHEREAS, on December 6, 2005 the City of Woodland approved tentative map Heritage Remainder Map No. 4784 with map conditions of approval and a Development Agreement; and

WHEREAS, on July 1, 2014 the City Council approved a Development Agreement modifying the conditions of approval and new Tentative Map 5048 for the Heritage Remainder; and

WHEREAS, Lennar Homes Of California Inc., a California Corporation has completed the conditions of approval and has filed a final map for 103 lots; and

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

WHEREAS, the City Council wishes to approve Final Map 5107, Heritage Remainder Phase 2, a portion of tentative map 5048, and the associated Sub Division Improvement Agreement and SLIF Reimbursement Agreement; and authorize the execution of the Maps and Agreements through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5107, Heritage Remainder Phase 2, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Assessor.

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

Section 3. A copy of the Subdivision Improvement Agreement is attached and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angel Barajas, Mayor

ATTEST:

_____

Ana B. Gonzalez, City Clerk

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAP 5107 HERITAGE REMAINDER 2

WHEREAS, on July 1, 2014, the City Council approved the tentative map for Heritage Remainder Map No. 5048, and the related Development Agreement; and

WHEREAS, the developer, Lennar Homes, has met conditions and completed requirements for Final Subdivision Map 5107, Heritage Remainder 2; and

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

WHEREAS, the developer, Lennar Homes, completed and entered into a SLIF Reimbursement Agreement for Subdivision 5107; and

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

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

Section 1. The City Council hereby approves the SLIF Reimbursement Agreement. The City Manager is hereby authorized and directed to execute the Agreement for $1,740716.96, and is authorized to amend the agreement to increase the cost not to exceed 15% of the original Agreement ($261,000), and

Section 2. A copy of the SLIF Reimbursement Agreement is attached and made a part of this Resolution.

PASSED AND ADOPTED this 22nd Day of August 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angel Barajas, Mayor

ATTEST:

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 956957

ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5107

between

THE CITY OF WOODLAND

a California municipal corporation

and

LENNAR HOMES OF CALIFORNIA, INC

A CALIFORNIA CORPORATION

SUBDIVISI ON IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5107

I. PARTIES AND DATE

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

II. RECITALS

A. Developer's tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Woodland City Council on July 1, 2014. The tentative subdivision map is identified in City records as Tentative Subdivision Map No. 5048, Heritage Remainder. ("Map").

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

C. Developer has submitted and requests approval of Final Map No. 5107, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

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

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

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

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on April 14, 2015.

III. TERMS

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

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

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the

execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during

the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notices.

Developer shall also provide a competent construction manager who is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance. Developer shall maintain City construction fence defining limits of City water transmission pipeline project. Developer shall maintain fence in good repair and working order so that it prevents construction traffic from crossing over or in the vicinity of the water transmission pipeline project. Developer and developer's contractors and subcontractors shall not allow any traffic to cross the pipeline without prior to City approval.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by _____, 2018 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be

prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring

Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0, *et seq*., of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Six Million One Hundred Eighty Five Thousand Four Hundred Dollars & 00 Cents ($6,185,400.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Three Million Ninety Two Thousand, Seven Hundred Dollars & 00 Cents ($3,092,700.00), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably

acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Original Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement,

City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars ($1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability;

(3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars ($1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

14.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

14.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

> **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
>
> **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

> **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

17.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

17.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

17.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:	**DEVELOPER:**
City of Woodland 300 First Street Woodland, CA 95695 Attn: City Engineer	Lennar Homes 1420 Rocky Ridge, Suite # 320 Roseville, CA 95661 Attn: Division President

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

17.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

17.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court

or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work to be performed under this Agreement by Developer is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor

registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

17.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF WOODLAND

By: _____
Angel Barajas, Mayor

LENNAR HOMES

By: _____
Signature

Larry Gualco
Print Name

VP
Title

ATTEST:

By: _____
Ana Gonzalez, City Clerk

(Seal)

By: _____
Signature

Robert Tummolo
Print Name

VP
Title

APPROVED AS TO FORM:

By: _____

Kara Ueda, City Attorney
Best Best & Krieger LLP

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer } *ss.*

On July 25, 2017 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2171051
My Comm. Expires Nov 24, 2020

Signature

(seal)

OPTIONAL INFORMATION

Date of Document

Type or Title of Document: Subdivision Improvement Agreement Subdivision Map 5107

Number of Pages in Document

Document in a Foreign Language

Thumbprint of Signer

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

☐ Check here if no thumbprint or fingerprint is available.

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

SUBDIVISION NO. 5107 HERITAGE REMAINDER PHASE 2
A SUBDIVISION OF
REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

APN: 042-030-053

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 5107

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans Heritage Remainder Phase 2 – SM 5107 and on the Civil Improvement Plans 25A incorporated into this agreement by reference.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5101

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND:		$6,185,400
Surety:	xxxx	
Attorney-in-fact:	xxxx	
Address:	xxxx	
PAYMENT BOND:		$3,092,700
Surety:	xxxxx	
Attorney-in-fact:	xxxxxx	
Address:	xxxxx	
GUARANTEE AND WARRANTY SECURITY BOND:		$677,370
Surety:	xxxxx	
Attorney-in-fact:	xxxxxx	
Address:	xxxx	

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA - PHASE 2 - CR 25A
BASED ON: IMPROVEMENT PLANS DATED MAY 2017
PREPARED BY: KM
REVISED: 06-05-2017

COUNTY ROAD 25A (from Promenade to County Road 102)
(Includes 10'-wide path and 35' urban forest landscaping from Promenade Drive to Miekle Avenue

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO REIMBURSEMENT FROM ADJACENT DEVELOPERS
I.	GRADING & EROSION CONTROL							
1.	CLEAR & GRUB	2.7	AC	$3,500.00	$ 9,429	$ 9,429	$ -	$ -
2.	ROUGH GRADING	66,000	CY	$4.00	$ 264,000	$ 264,000	$ -	$ -
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	49,568	SF	$0.60	$ 29,741	$ 29,741	$ -	$ -
4.	SW/PATHWAY/LS-FINISH GRADING, CMPT. SUB-GRADE	67,785	SF	$0.85	$ 57,617	$ 57,617	$ -	$ -
5.	TRAFFIC CONTROL	1.0	LS	$10,000.00	$ 10,000	$ 10,000	$ -	$ -
6.	EROSION CONTROL	2.7	AC	$2,000.00	$ 5,388	$ 5,388	$ -	$ -
	GRADING & EROSION CONTROL SUB-TOTAL				$ 376,175	$ 376,175	$ -	$ -
II.	STREET WORK & CONCRETE							
7.	7" AC PAVEMENT	38,232	SF	$3.85	$ 147,193	$ 147,193	$ -	$ -
8.	26" AGGREGATE BASE	38,847	SF	$3.90	$ 151,503	$ 151,503	$ -	$ -
9.	4" AC PAVEMENT	1,138	SF	$2.05	$ 2,333	$ 2,333	$ -	$ -
10.	12" AGGREGATE BASE	1,563	SF	$2.03	$ 3,173	$ 3,173	$ -	$ -
11.	3" AC PAVEMENT (TEMPORARY PAVEMENT)	880	SF	$1.56	$ 1,373	$ 1,373	$ -	$ -
12	6" AGGREGATE BASE (TEMPORARY PAVEMENT)	880	SF	$1.00	$ 880	$ 880	$ -	$ -
13.	CURB CUTS (incl. 3" AC and 6" AC	7	EA		$ -	$ -	$ -	$ -
14	CURB AND GUTTER	180	LF	$16.50	$ 2,970	$ 2,970	$ -	$ -
15.	GRIND AND OVERLAY	6,400	SF	$2.50	$ 16,000	$ 16,000	$ -	$ -
16.	PIPE SWING GATE	2	EA		$ -	$ -	$ -	$ -
17.	AC DIKE	1,422	LF	$10.00	$ 14,220	$ 14,220	$ -	$ -
18	PEDESTRIAN RAMPS (incl. detectable warnings)	2	EA	$2,300.00	$ 4,600	$ 4,600	$ -	$ -
19.	BARRICADES	41	LF	$30.00	$ 1,230	$ 1,230	$ -	$ -
20.	DRIVEWAYS	1	EA	$850.00	$ 850	$ 850	$ -	$ -
21	SIGNAGE AND STRIPING	1	LS	$12,000.00	$ 12,000	$ 12,000	$ -	$ -
22.	STAMPED CONCRETE CROSSWALK (excl AB)	447	SF	$23.50	$ 10,505	$ 10,505	$ -	$ -
23.	6" AGGREGATE BASE SHOULDER	2,845	SF	$1.00	$ 2,845	$ 2,845	$ -	$ -
24.	SURVEY MONUMENTS	2	EA	$375.00	$ 750	$ 750	$ -	$ -
25.	SIGNAL FOUNDATIONS AND POLE W/LUM.	4	EA	$30,000.00	$ 120,000	$ 120,000	$ -	$ -
26.	4" AC (ACCESS ROAD)	1,044	SF	$2.05	$ 2,140	$ 2,140	$ -	$ -
27.	12" AGGREGATE BASE (ACCESS ROAD)	1,044	SF	$2.03	$ 2,119	$ 2,119	$ -	$ -
28	GRAVEL (ACCESS ROAD)	2,400	SF	$2.05	$ 4,920	$ 4,920	$ -	$ -
29.	10' CONCRETE PATH (incl. Miekle & Promenade transitions)	19,407	SF	$6.60	$ 128,086	$ 128,086	$ -	$ -
	STREET WORK & CONCRETE SUB-TOTAL				$ 629,690	$ 629,690	$ -	$ -
III.	STORM DRAIN							
30.	18" RCP STORM DRAIN	750	LF	$62.00	$ 46,500	$ 46,500	$ -	$ -
31.	INLET	16	EA	$2,500.00	$ 40,000	$ 40,000	$ -	$ -
32.	OUTFALL (headwall, flap gate and slope protection)	8	EA	$7,500.00	$ 60,000	$ 60,000	$ -	$ -
	STREET LIGHTS SUB-TOTAL				$ 146,500	$ 146,500	$ -	$ -
IV	WATER SYSTEM							
33.	8" WATER MAIN (incl. fittings)	802	LF	$55.00	$ 44,110	$ 44,110	$ -	$ -
34.	8" VALVE	3	EA	$2,250.00	$ 6,750	$ 6,750	$ -	$ -
35.	FIRE HYDRANT AND ASSEMBLY	2	EA	$7,500.00	$ 15,000	$ 15,000	$ -	$ -
36.	CONNECT TO EXISTING	1	EA	$2,000.00	$ 2,000	$ 2,000	$ -	$ -
37.	8" BLOW OFF VALVE	1	EA	$3,000.00	$ 3,000	$ 3,000	$ -	$ -
					$ 70,860	$ 70,860		
V.	STREET LIGHTS							
38	BOLLARD PATH LIGHTS (incl. wire, poles, pedestals)	15	EA	$3,250.00	$ 48,750	$ 48,750	$ -	$ -
39.	COBRA STREET LIGHTS (incl. wire, poles, pedestals)	6	EA	$7,000.00	$ 42,000	$ 42,000	$ -	$ -
	STREET LIGHTS SUB-TOTAL				$ 90,750	$ 90,750	$ -	$ -
VI.	LANDSCAPING							
40.	MASONRY WALL	1,593	LF	$145.00	$ 230,985	$ 230,985	$ -	$ -
41.	RETAINING WALL	218	LF	$85.00	$ 18,530	$ 18,530	$ -	$ -
42.	3" PVC SCH. 40 IRRIGATION SLEEVES	303	LF	$10.00	$ 3,030	$ 3,030	$ -	$ -
43.	6" PVC SCH. 40 IRRIGATION SLEEVES	111	LF	$15.00	$ 1,665	$ 1,665	$ -	$ -
44.	ROADSIDE DITCH LANDSCAPING (South)	7,439	SF	$4.50	$ 33,476	$ 33,476	$ -	$ -
45.	URBAN FOREST (incl. roadside ditches; North)	41,053	SF	$4.50	$ 184,739	$ 184,739	$ -	$ -
	LANDSCAPING SUB-TOTAL				$ 472,424	$ 472,424	$ -	$ -

	SUMMARY	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO REIMBURSEMENT FROM ADJACENT DEVELOPERS
I.	GRADING & EROSION CONTROL	$ 376,175	$ 376,175	$ -	$ -
II.	STREET WORK & CONCRETE	$ 629,690	$ 629,690	$ -	$ -
III	STORM DRAIN	$ 146,500	$ 146,500	$ -	$ -
IV.	WATER SYSTEM	$ 70,860	$ 70,860	$ -	$ -
V.	STREET LIGHTS	$ 90,750	$ 90,750	$ -	$ -
VI.	LANDSCAPING	$ 472,424	$ 472,424	$ -	$ -
	SUB-TOTAL:	$ 1,786,400	$ 1,786,400	$ -	$ -
	10% CONTINGENCY:	$ 178,600	$ 178,600	$ -	$ -
	TOTAL COUNTY ROAD 25A COST :	**$ 1,965,000**	**$ 1,965,000**	**$ -**	**$ -**

6/5/17

REGISTERED PROFESSIONAL ENGINEER
STEVEN J. GREENFIELD
No. 050880
Exp. 9/30/17
CIVIL
STATE OF CALIFORNIA

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA - PHASE 2 - INTRACTS
BASED ON: DRAFT IMPROVEMENT PLANS DATED NOVEMBER 2016
PREPARED BY: KM/SB
REVISED: 11-15-2016

11/23/16

PHASE 2 INTRACTS (103 lots)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	STREET WORK, CONCRETE, & LANDSCAPING						
1.	4" AC PAVEMENT	131,858	SF	$2.20	$ 290,088	$ -	$ 290,088
2.	5" AC PAVEMENT	17,250	SF	$2.84	$ 48,990	$ -	$ 48,990
3.	12" AGGREGATE BASE (Road/Curb/Gutter)	152,266	SF	$1.80	$ 274,079	$ -	$ 274,079
4.	18" AGGREGATE BASE (Road/Curb/Gutter)	19,764	SF	$2.53	$ 50,003	$ -	$ 50,003
5.	4" PCC SIDEWALK (incl. 4" AB)	43,942	SF	$5.20	$ 228,498	$ -	$ 228,498
6.	CURB & GUTTER	9,165	LF	$16.00	$ 146,640	$ -	$ 146,640
7.	SURVEY MONUMENTS	10	EA	$365.00	$ 3,650	$ -	$ 3,650
8.	SIGNAGE AND STRIPING	1	LS	$3,500.00	$ 3,500	$ -	$ 3,500
9.	DRIVEWAYS	103	EA	$1,100.00	$ 113,300	$ -	$ 113,300
10.	STAMPED CONCRETE CROSSWALK (incl. AB)	1,068	SF	$16.00	$ 17,088	$ -	$ 17,088
11.	LANDSCAPING (Lot A)	50,767	SF	$4.50	$ 228,452	$ -	$ 228,452
12.	LANDSCAPING (Miekle PKWY strip)	4,051	SF	$4.50	$ 18,230	$ -	$ 18,230
13.	CONCRETE PATH (Lot A)	7,634	SF	$6.60	$ 50,384	$ -	$ 50,384
14.	ENTRY MONUMENTS (Promenade and Co Rd 25A)	2	LS	$20,000.00	$ 40,000	$ -	$ 40,000
15.	BIKE/PED PATH ENTRANCE	4	EA	$2,200.00	$ 8,800	$ -	$ 8,800
16.	BOLLARDS	12	EA	$500.00	$ 6,000	$ -	$ 6,000
17.	BARRICADES	125	LF	$30.00	$ 3,750	$ -	$ 3,750
18.	PEDESTRIAN RAMPS (incl. detectable warnings)	24	EA	$1,700.00	$ 40,800	$ -	$ 40,800
	STREET WORK & CONCRETE SUB-TOTAL				$ 1,572,251	$ -	$ 1,572,251
II.	STORM DRAINAGE						
19.	12" RCP STORM DRAIN	507	LF	$45.00	$ 22,815	$ -	$ 22,815
20.	18" RCP STORM DRAIN	2,724	LF	$58.00	$ 157,992	$ -	$ 157,992
21.	24" RCP STORM DRAIN	174	LF	$74.00	$ 12,876	$ -	$ 12,876
22.	30" RCP STORM DRAIN	436	LF	$110.00	$ 47,960	$ -	$ 47,960
23.	36" RCP STORM DRAIN	111	LF	$135.00	$ 14,985	$ -	$ 14,985
24.	CONNECT TO EXISTING	3	EA	$2,500.00	$ 7,500	$ -	$ 7,500
25.	TYPE I SD MANHOLE (36" pipe max.)	6	EA	$4,950.00	$ 29,700	$ -	$ 29,700
26.	SEDIMENTATION BASIN	1	EA	$1,750.00	$ 1,750	$ -	$ 1,750
27.	AREA DRAIN INLET (24"X24")	2	EA	$2,500.00	$ 5,000	$ -	$ 5,000
28.	AREA DRAIN INLET (24"X24" Custom)	8	EA	$3,000.00	$ 24,000	$ -	$ 24,000
29.	AREA DRAIN INLET (30"X30")	3	EA	$3,000.00	$ 9,000	$ -	$ 9,000
30.	CURB INLET MANHOLE I	12	EA	$5,950.00	$ 71,400	$ -	$ 71,400
31.	CURB INLET	13	EA	$4,250.00	$ 55,250	$ -	$ 55,250
	STORM DRAINAGE SUB-TOTAL				$ 460,228	$ -	$ 460,228
III.	SEWER SYSTEM						
32.	8" SDR-35 PVC	4,325	LF	$52.00	$ 224,900	$ -	$ 224,900
33.	48" SEWER MANHOLE	16	EA	$5,250.00	$ 84,000	$ -	$ 84,000
34.	4" SEWER SERVICE (incl. clean out; incl. Her. Park. lots)	103	EA	$1,450.00	$ 149,350	$ -	$ 149,350
35.	CONNECT TO EXISTING	2	EA	$2,500.00	$ 5,000	$ -	$ 5,000
36.	CAP END	2	EA	$250.00	$ 500	$ -	$ 500
	SEWER SYSTEM SUB-TOTAL				$ 463,750	$ -	$ 463,750
IV.	WATER SYSTEM						
37.	8" WATER MAIN (incl. fittings and stubs to 25A)	4,855	LF	$40.00	$ 194,200	$ -	$ 194,200
38.	8" VALVE	21	EA	$1,850.00	$ 38,850	$ -	$ 38,850
39.	1.5" WATER SERVICE (incl. meter)	103	EA	$2,500.00	$ 257,500	$ -	$ 257,500
40.	IRRIGATION SERVICE	1	EA	$2,500.00	$ 2,500	$ -	$ 2,500
41.	WATER SAMPLING STATION	1	EA	$2,500.00	$ 2,500	$ -	$ 2,500
42.	FIRE HYDRANT AND ASSEMBLY	17	EA	$7,250.00	$ 123,250	$ -	$ 123,250
43.	CONNECT TO EXISTING	2	EA	$1,100.00	$ 2,200	$ -	$ 2,200
44.	IRRIGATION SLEEVES	1,236	LF	$12.00	$ 14,832	$ -	$ 14,832
45.	8" BLOW OFF VALVE	2	EA	$1,650.00	$ 3,300	$ -	$ 3,300
	WATER SYSTEM SUB-TOTAL				$ 639,132	$ -	$ 639,132

V.	STREETLIGHTS							
46.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	46	EA	$5,100.00	$ 234,600	$ -	$	234,600
47.	STREET LIGHTS (15' SINGLE-Including wire, poles, pedestals)	6	EA	$5,850.00	$ 35,100	$ -	$	35,100
				STREETLIGHT SUB-TOTAL	$ 269,700	$ -	$	269,700
VI.	JOINT TRENCH							
48.	JOINT TRENCH	4,316	LF	$100.00	$ 431,600	$ -	$	431,600
				JOINT TRENCH SUB-TOTAL	$ 431,600	$ -	$	431,600

	SUMMARY	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	STREET WORK & CONCRETE	$ 1,572,251	$ -	$ 1,572,251
II.	STORM DRAINAGE	$ 460,228	$ -	$ 460,228
III.	SEWER SYSTEM	$ 463,750	$ -	$ 463,750
IV.	WATER SYSTEM	$ 639,132	$ -	$ 639,132
V.	STREETLIGHTS	$ 269,700	$ -	$ 269,700
VI.	JOINT TRENCH	$ 431,600	$ -	$ 431,600
	SUB-TOTAL:	$ 3,836,700	$ -	$ 3,836,700
	10% CONTINGENCY:	$ 383,700	$ -	$ 383,700
	TOTAL INTRACTS COST :	**$ 4,220,400**	**$ -**	**$ 4,220,400**

AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
BY THE CITY OF WOODLAND
SM 5107 HERITAGE REMAINDER PH. 2

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2017 ("Effective Date") by and between Lennar Homes of California, a California Corporation with its principal office located at 1420 Rocky Ridge Suite #320, Roseville, CA 95661 ("Developer"), and the City of Woodland, a California municipal corporation ("City").

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City ("Improvements"), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development Within the Spring Lake Specific Plan Area ("Reimbursement Agreement"), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit "A," attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is One Million Seven Hundred Forty Thousand Seven Hundred Sixteen Dollars and 96/00 ($1,740,716.96) ("Purchase Price"), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit "A,", Based on Engineer's Estimates as set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee ("SLIF") credits or cash from Spring Lake Infrastructure Fees ("SLIF") collected, cash advanced by Spring Lake developers, or Master Plan Remainder Area (MPRA) reimbursements. Developer acknowledges that the Purchase Price cannot be paid from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless

and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ('Prevailing Wage Laws'), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than $1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with applicable Prevailing Wage Laws.

3.3 Documentation of Costs. Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 Grant of Easements. Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 Title. Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 Documents. Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 State of Title to Improvements. Developer shall transfer the Improvements to the

City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 Notices. Any notices or correspondence relating to this Agreement shall be sent to the following addresses:

City:
City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer:
Lennar Homes
1420 Rock Ridge # 320
Roseville, CA 95601
Attn: Vice President

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND

By: _____
Paul Navazio, City Manager

Lennar Homes of California, LLC

by: _____
Larry Gualco
Vice President

ATTEST:

_____
Ana Gonzalez, City Clerk

EXHIBIT A
IMPROVEMENTS TO BE ACQUIRED

	SCHEDULE FOR 25A					
Item No.	**CONSTRUCTION ITEM DESCRIPTION**	**UNITS**	**QTY**	**TOTAL ESTIMATED COST ($)**	**FUND SOURCE**	**NOTES**
5	Grading and Erosion Control	Total	530	376,175	SLIF	
6	Street Work and Concrete	Total	2	629,690	SLIF	
7	Storm Drain	Total	2	146,500	SLIF	
	Masonry Wall	Total		0	SLIF	May be added after it is incorporated into the SL CIP
	Landscaping	Total		251,439	SLIF	
	Sub Total			1,403,804	SLIF	
	24% Design, CM, inspection, plan check, surveying%			$336,912.96	SLIF	
	Total			$1,740,716.96		
			TOTAL	$1,740,716.96		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLY SLIF CONSTRUCTION COSTS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA - PHASE 2 - CR 25A
BASED ON: IMPROVEMENT PLANS DATED MAY 2017
PREPARED BY: KM
REVISED: 06-05-2017

COUNTY ROAD 25A (from Promenade to County Road 102)
(Includes 10'-wide path and 35' urban forest landscaping from Promenade Drive to Miekle Avenue

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO REIMBURSEMENT FROM ADJACENT DEVELOPERS
I.	GRADING & EROSION CONTROL							
1.	CLEAR & GRUB	2.7	AC	$3,500.00	$ 9,429	$ 9,429	$ -	$ -
2.	ROUGH GRADING	66,000	CY	$4.00	$ 264,000	$ 264,000	$ -	$ -
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	49,568	SF	$0.60	$ 29,741	$ 29,741	$ -	$ -
4.	SW/PATHWAY/LS-FINISH GRADING, CMPT. SUB-GRADE	67,785	SF	$0.85	$ 57,617	$ 57,617	$ -	$ -
5.	TRAFFIC CONTROL	1.0	LS	$10,000.00	$ 10,000	$ 10,000	$ -	$ -
6.	EROSION CONTROL	2.7	AC	$2,000.00	$ 5,388	$ 5,388	$ -	$ -
	GRADING & EROSION CONTROL SUB-TOTAL				$ 376,175	$ 376,175	$ -	$ -
II.	STREET WORK & CONCRETE							
7.	7" AC PAVEMENT	38,232	SF	$3.85	$ 147,193	$ 147,193	$ -	$ -
8.	26" AGGREGATE BASE	38,847	SF	$3.90	$ 151,503	$ 151,503	$ -	$ -
9.	4" AC PAVEMENT	1,138	SF	$2.05	$ 2,333	$ 2,333	$ -	$ -
10.	12" AGGREGATE BASE	1,563	SF	$2.03	$ 3,173	$ 3,173	$ -	$ -
11.	3" AC PAVEMENT (TEMPORARY PAVEMENT)	880	SF	$1.56	$ 1,373	$ 1,373	$ -	$ -
12	6" AGGREGATE BASE (TEMPORARY PAVEMENT)	880	SF	$1.00	$ 880	$ 880	$ -	$ -
13.	CURB CUTS (incl. 3" AC and 6" AC	7	EA		$ -	$ -	$ -	$ -
14.	CURB AND GUTTER	180	LF	$16.50	$ 2,970	$ 2,970	$ -	$ -
15.	GRIND AND OVERLAY	6,400	SF	$2.50	$ 16,000	$ 16,000	$ -	$ -
16.	PIPE SWING GATE	2	EA		$ -	$ -	$ -	$ -
17.	AC DIKE	1,422	LF	$10.00	$ 14,220	$ 14,220	$ -	$ -
18.	PEDESTRIAN RAMPS (incl detectable warnings)	2	EA	$2,300.00	$ 4,600	$ 4,600	$ -	$ -
19.	BARRICADES	41	LF	$30.00	$ 1,230	$ 1,230	$ -	$ -
20.	DRIVEWAYS	1	EA	$850.00	$ 850	$ 850	$ -	$ -
21	SIGNAGE AND STRIPING	1	LS	$12,000.00	$ 12,000	$ 12,000	$ -	$ -
22.	STAMPED CONCRETE CROSSWALK (excl. AB)	447	SF	$23.50	$ 10,505	$ 10,505	$ -	$ -
23.	6" AGGREGATE BASE SHOULDER	2,845	SF	$1.00	$ 2,845	$ 2,845	$ -	$ -
24.	SURVEY MONUMENTS	2	EA	$375.00	$ 750	$ 750	$ -	$ -
25.	SIGNAL FOUNDATIONS AND POLE W/LUM.	4	EA	$30,000.00	$ 120,000	$ 120,000	$ -	$ -
26.	4" AC (ACCESS ROAD)	1,044	SF	$2.05	$ 2,140	$ 2,140	$ -	$ -
27.	12" AGGREGATE BASE (ACCESS ROAD)	1,044	SF	$2.03	$ 2,119	$ 2,119	$ -	$ -
28.	GRAVEL (ACCESS ROAD)	2,400	SF	$2.05	$ 4,920	$ 4,920	$ -	$ -
29.	10' CONCRETE PATH (incl. Miekle & Promenade transitions)	19,407	SF	$6.60	$ 128,086	$ 128,086	$ -	$ -
	STREET WORK & CONCRETE SUB-TOTAL				$ 629,690	$ 629,690	$ -	$ -
III.	STORM DRAIN							
30.	18" RCP STORM DRAIN	750	LF	$62.00	$ 46,500	$ 46,500	$ -	$ -
31.	INLET	16	EA	$2,500.00	$ 40,000	$ 40,000	$ -	$ -
32.	OUTFALL (headwall, flap gate and slope protection)	8	EA	$7,500.00	$ 60,000	$ 60,000	$ -	$ -
	STREET LIGHTS SUB-TOTAL				$ 146,500	$ 146,500	$ -	$ -
IV	WATER SYSTEM							
33.	8" WATER MAIN (incl. fittings)	802	LF	$55.00	$ 44,110	$ 44,110	$ -	$ -
34.	8" VALVE	3	EA	$2,250.00	$ 6,750	$ 6,750	$ -	$ -
35.	FIRE HYDRANT AND ASSEMBLY	2	EA	$7,500.00	$ 15,000	$ 15,000	$ -	$ -
36.	CONNECT TO EXISTING	1	EA	$2,000.00	$ 2,000	$ 2,000	$ -	$ -
37.	8" BLOW OFF VALVE	1	EA	$3,000.00	$ 3,000	$ 3,000	$ -	$ -
					$ 70,860	$ 70,860		
V	STREET LIGHTS							
38	BOLLARD PATH LIGHTS (incl. wire, poles, pedestals)	15	EA	$3,250.00	$ 48,750	$ 48,750	$ -	$ -
39.	COBRA STREET LIGHTS (incl. wire, poles, pedestals)	6	EA	$7,000.00	$ 42,000	$ 42,000	$ -	$ -
	STREET LIGHTS SUB-TOTAL				$ 90,750	$ 90,750	$ -	$ -
VI.	LANDSCAPING							
40.	MASONRY WALL	1,593	LF	$145.00	$ 230,985	$ 230,985	$ -	$ -
41.	RETAINING WALL	218	LF	$85.00	$ 18,530	$ 18,530	$ -	$ -
42.	3" PVC SCH. 40 IRRIGATION SLEEVES	303	LF	$10.00	$ 3,030	$ 3,030	$ -	$ -
43	6" PVC SCH. 40 IRRIGATION SLEEVES	111	LF	$15.00	$ 1,665	$ 1,665	$ -	$ -
44.	ROADSIDE DITCH LANDSCAPING (South)	7,439	SF	$4.50	$ 33,476	$ 33,476	$ -	$ -
45.	URBAN FOREST (incl. roadside ditches; North)	41,053	SF	$4.50	$ 184,739	$ 184,739	$ -	$ -
	LANDSCAPING SUB-TOTAL				$ 472,424	$ 472,424	$ -	$ -

	SUMMARY	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST	SUBJECT TO REIMBURSEMENT FROM ADJACENT DEVELOPERS
I.	GRADING & EROSION CONTROL	$ 376,175	$ 376,175	$ -	$ -
II.	STREET WORK & CONCRETE	$ 629,690	$ 629,690	$ -	$ -
III.	STORM DRAIN	$ 146,500	$ 146,500	$ -	$ -
IV.	WATER SYSTEM	$ 70,860	$ 70,860	$ -	$ -
V.	STREET LIGHTS	$ 90,750	$ 90,750	$ -	$ -
VI.	LANDSCAPING	$ 472,424	$ 472,424	$ -	$ -
	SUB-TOTAL:	$ 1,786,400	$ 1,786,400	$ -	$ -
	10% CONTINGENCY:	$ 178,600	$ 178,600	$ -	$ -
	TOTAL COUNTY ROAD 25A COST :	**$ 1,965,000**	**$ 1,965,000**	**$ -**	**$ -**

6/5/17

REGISTERED PROFESSIONAL ENGINEER
STEVEN J. GREENFIELD
No. 050880
Exp. 9/30/17
CIVIL
STATE OF CALIFORNIA

11/23/16

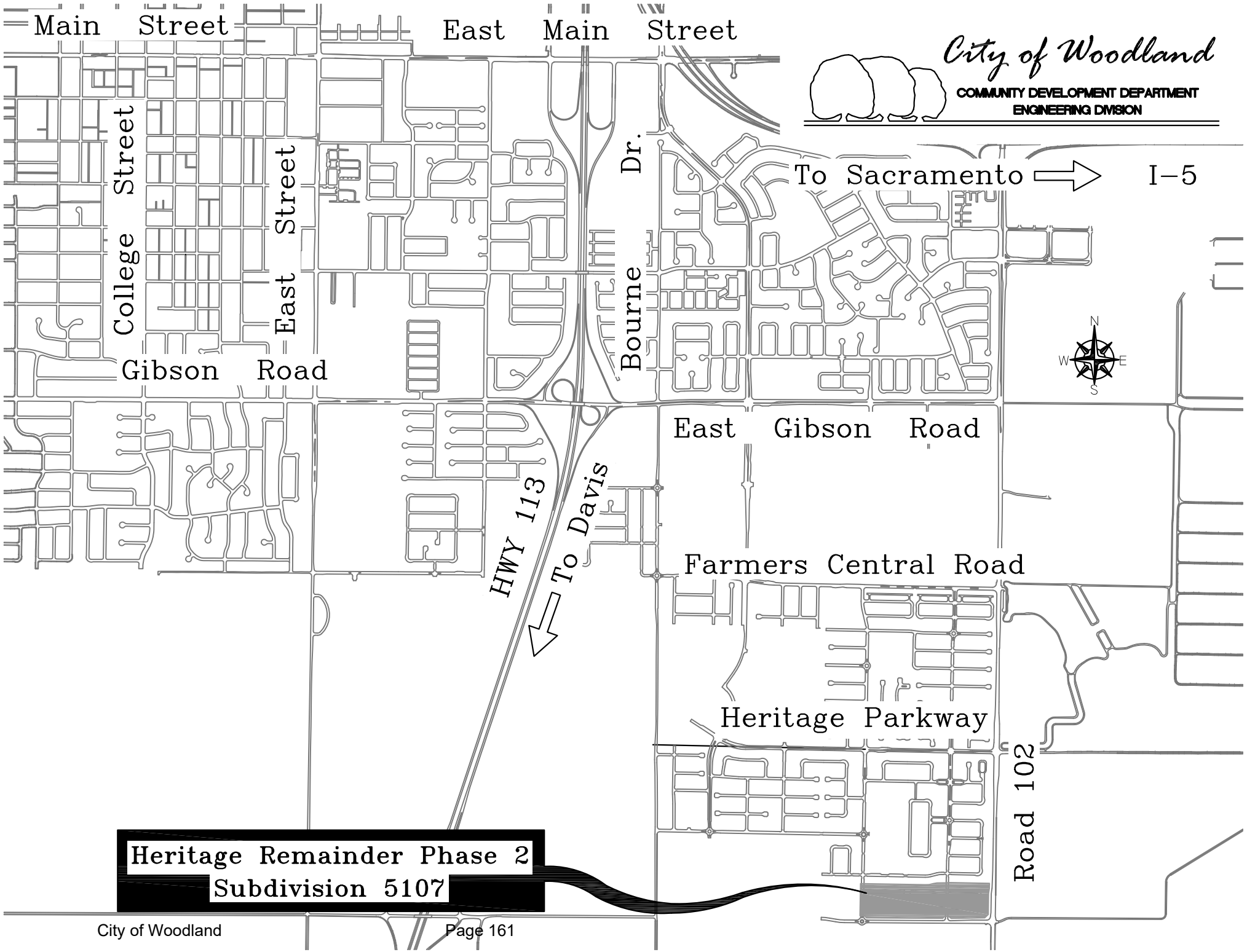
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: HERITAGE REMAINDER AREA - PHASE 2 - INTRACTS
BASED ON: DRAFT IMPROVEMENT PLANS DATED NOVEMBER 2016
PREPARED BY: KM/SB
REVISED: 11-15-2016

PHASE 2 INTRACTS (103 lots)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	STREET WORK, CONCRETE, & LANDSCAPING						
1.	4" AC PAVEMENT	131,858	SF	$2.20	$ 290,088	$ -	$ 290,088
2.	5" AC PAVEMENT	17,250	SF	$2.84	$ 48,990	$ -	$ 48,990
3.	12" AGGREGATE BASE (Road/Curb/Gutter)	152,266	SF	$1.80	$ 274,079	$ -	$ 274,079
4.	18" AGGREGATE BASE (Road/Curb/Gutter)	19,764	SF	$2.53	$ 50,003	$ -	$ 50,003
5.	4" PCC SIDEWALK (incl. 4" AB)	43,942	SF	$5.20	$ 228,498	$ -	$ 228,498
6.	CURB & GUTTER	9,165	LF	$16.00	$ 146,640	$ -	$ 146,640
7.	SURVEY MONUMENTS	10	EA	$365.00	$ 3,650	$ -	$ 3,650
8.	SIGNAGE AND STRIPING	1	LS	$3,500.00	$ 3,500	$ -	$ 3,500
9.	DRIVEWAYS	103	EA	$1,100.00	$ 113,300	$ -	$ 113,300
10.	STAMPED CONCRETE CROSSWALK (incl. AB)	1,068	SF	$16.00	$ 17,088	$ -	$ 17,088
11.	LANDSCAPING (Lot A)	50,767	SF	$4.50	$ 228,452	$ -	$ 228,452
12.	LANDSCAPING (Miekle PKWY strip)	4,051	SF	$4.50	$ 18,230	$ -	$ 18,230
13.	CONCRETE PATH (Lot A)	7,634	SF	$6.60	$ 50,384	$ -	$ 50,384
14.	ENTRY MONUMENTS (Promenade and Co Rd 25A)	2	LS	$20,000.00	$ 40,000	$ -	$ 40,000
15.	BIKE/PED PATH ENTRANCE	4	EA	$2,200.00	$ 8,800	$ -	$ 8,800
16.	BOLLARDS	12	EA	$500.00	$ 6,000	$ -	$ 6,000
17.	BARRICADES	125	LF	$30.00	$ 3,750	$ -	$ 3,750
18.	PEDESTRIAN RAMPS (incl. detectable warnings)	24	EA	$1,700.00	$ 40,800	$ -	$ 40,800
	STREET WORK & CONCRETE SUB-TOTAL				$ 1,572,251	$ -	$ 1,572,251
II.	STORM DRAINAGE						
19.	12" RCP STORM DRAIN	507	LF	$45.00	$ 22,815	$ -	$ 22,815
20.	18" RCP STORM DRAIN	2,724	LF	$58.00	$ 157,992	$ -	$ 157,992
21.	24" RCP STORM DRAIN	174	LF	$74.00	$ 12,876	$ -	$ 12,876
22.	30" RCP STORM DRAIN	436	LF	$110.00	$ 47,960	$ -	$ 47,960
23.	36" RCP STORM DRAIN	111	LF	$135.00	$ 14,985	$ -	$ 14,985
24.	CONNECT TO EXISTING	3	EA	$2,500.00	$ 7,500	$ -	$ 7,500
25.	TYPE I SD MANHOLE (36" pipe max.)	6	EA	$4,950.00	$ 29,700	$ -	$ 29,700
26.	SEDIMENTATION BASIN	1	EA	$1,750.00	$ 1,750	$ -	$ 1,750
27.	AREA DRAIN INLET (24"X24")	2	EA	$2,500.00	$ 5,000	$ -	$ 5,000
28.	AREA DRAIN INLET (24"X24" Custom)	8	EA	$3,000.00	$ 24,000	$ -	$ 24,000
29.	AREA DRAIN INLET (30"X30")	3	EA	$3,000.00	$ 9,000	$ -	$ 9,000
30.	CURB INLET MANHOLE I	12	EA	$5,950.00	$ 71,400	$ -	$ 71,400
31.	CURB INLET	13	EA	$4,250.00	$ 55,250	$ -	$ 55,250
	STORM DRAINAGE SUB-TOTAL				$ 460,228	$ -	$ 460,228
III.	SEWER SYSTEM						
32.	8" SDR-35 PVC	4,325	LF	$52.00	$ 224,900	$ -	$ 224,900
33.	48" SEWER MANHOLE	16	EA	$5,250.00	$ 84,000	$ -	$ 84,000
34.	4" SEWER SERVICE (incl. clean out; incl. Her. Park. lots)	103	EA	$1,450.00	$ 149,350	$ -	$ 149,350
35.	CONNECT TO EXISTING	2	EA	$2,500.00	$ 5,000	$ -	$ 5,000
36.	CAP END	2	EA	$250.00	$ 500	$ -	$ 500
	SEWER SYSTEM SUB-TOTAL				$ 463,750	$ -	$ 463,750
IV.	WATER SYSTEM						
37.	8" WATER MAIN (incl. fittings and stubs to 25A)	4,855	LF	$40.00	$ 194,200	$ -	$ 194,200
38.	8" VALVE	21	EA	$1,850.00	$ 38,850	$ -	$ 38,850
39.	1.5" WATER SERVICE (incl. meter)	103	EA	$2,500.00	$ 257,500	$ -	$ 257,500
40.	IRRIGATION SERVICE	1	EA	$2,500.00	$ 2,500	$ -	$ 2,500
41.	WATER SAMPLING STATION	1	EA	$2,500.00	$ 2,500	$ -	$ 2,500
42.	FIRE HYDRANT AND ASSEMBLY	17	EA	$7,250.00	$ 123,250	$ -	$ 123,250
43.	CONNECT TO EXISTING	2	EA	$1,100.00	$ 2,200	$ -	$ 2,200
44.	IRRIGATION SLEEVES	1,236	LF	$12.00	$ 14,832	$ -	$ 14,832
45.	8" BLOW OFF VALVE	2	EA	$1,650.00	$ 3,300	$ -	$ 3,300
	WATER SYSTEM SUB-TOTAL				$ 639,132	$ -	$ 639,132

V.	STREETLIGHTS							
46.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	46	EA	$5,100.00	$ 234,600	$ -	$	234,600
47.	STREET LIGHTS (15' SINGLE-Including wire, poles, pedestals)	6	EA	$5,850.00	$ 35,100	$ -	$	35,100
				STREETLIGHT SUB-TOTAL	$ 269,700	$ -	$	269,700
VI.	JOINT TRENCH							
48.	JOINT TRENCH	4,316	LF	$100.00	$ 431,600	$ -	$	431,600
				JOINT TRENCH SUB-TOTAL	$ 431,600	$ -	$	431,600

	SUMMARY	TOTAL COST	SLIF	NON-SLIF DEVELOPER COST
I.	STREET WORK & CONCRETE	$ 1,572,251	$ -	$ 1,572,251
II.	STORM DRAINAGE	$ 460,228	$ -	$ 460,228
III.	SEWER SYSTEM	$ 463,750	$ -	$ 463,750
IV.	WATER SYSTEM	$ 639,132	$ -	$ 639,132
V.	STREETLIGHTS	$ 269,700	$ -	$ 269,700
VI.	JOINT TRENCH	$ 431,600	$ -	$ 431,600
	SUB-TOTAL:	$ 3,836,700	$ -	$ 3,836,700
	10% CONTINGENCY:	$ 383,700	$ -	$ 383,700
	TOTAL INTRACTS COST :	**$ 4,220,400**	**$ -**	**$ 4,220,400**


Main Street
East Main Street
City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION
College Street
East Street
Bourne Dr.
To Sacramento
I-5
N
W
E
S
Gibson Road
East Gibson Road
HWY 113
To Davis
Farmers Central Road
Heritage Parkway
Road 102
Heritage Remainder Phase 2
Subdivision 5107

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 15.
SUBJECT: YMCA Fitness and Wellness Center Use Agreement Amendment Related to Ownership of Exercise Equipment

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, amending the YMCA Fitness and Wellness Center Use Agreement and authorizing the City Manager to execute a third contract amendment to the agreement.

Staff Contact:
Christine Engel, Community Services Director, (530) 661-2000, christine.engel@cityofwoodland.org

Fiscal Impact:
In 2008, the City purchased exercise equipment for the Fitness and Wellness Center located at the Community & Senior Center. While the equipment has been maintained by the YMCA, some of it is in need of replacement. Replacement equipment would be purchased by the YMCA and would remain the property of the YMCA. The City would sell the unwanted items to an equipment vendor and deposit the revenue in the general fund.

Background:
The City of Woodland entered into a five- year lease agreement with the YMCA of Superior California for the YMCA to operate a Fitness and Wellness Center at the Community & Senior Center on March 1, 2010. Two contract amendments related to lease payments were executed in 2013 and 2017.

The use agreement states that all exercise equipment located in the Fitness and Wellness Center is the property of the City of Woodland and that it is to be maintained by the YMCA. While the YMCA has been maintaining this equipment, some of the equipment is in need of replacement.

Discussion:
The YMCA has requested to replace some pieces of the cardio exercise equipment. The YMCA would purchase the equipment and it would then remain their property. Staff is proposing to sell any unwanted exercise equipment to an equipment vendor and deposit the revenue in the general fund. The exercise equipment is in need of ongoing repair and/or would only be good for parts to repair other equipment. Prior to selling the equipment, staff would ensure that it could not be used at other city-related programs such as the Police Activities League or the boxing center. It is anticipated that revenue from each piece of equipment would be approximately $300. The YMCA currently anticipates replacing 4 pieces of equipment.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, amending the YMCA Fitness and Wellness Center Use Agreement and authorizing the City Manager to execute a third contract amendment to the agreement.

Prepared By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
YMCA Contract Amendment 3 Resolution	8/15/2017	Resolution
YMCA Contract Amendment 3	8/15/2017	Contract

CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE YMCA FITNESS AND WELLNESS CENTER USE AGREEMENT

WHEREAS, the YMCA operates a Fitness and Wellness Center under a use agreement with the City of Woodland at the Community & Senior Center; and

WHEREAS, the YMCA provides opportunities for residents to improve the quality of their life through using the Fitness and Wellness Center and attending group exercise classes; and

WHEREAS, all of the exercise equipment in the Fitness and Wellness Center is owned by the City; and

WHEREAS, some of the equipment is old and needs to be replaced; and

WHEREAS, the YMCA would purchase some new equipment and in turn it would remain the property of the YMCA in order for the facility to continue to provide a Fitness and Wellness Center for residents; and

WHEREAS, the City does not have a use for the old exercise equipment and would sell it back to the equipment vendor and deposit the revenue in the general fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland authorizes the use agreement to be modified so that equipment purchased by the YMCA remains the property of the YMCA and old equipment can be sold to the equipment vendor with revenue deposited in the City of Woodland general fund.

PASSED AND ADOPTED this 22nd day of August, 2017, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana Gonzalez, City Clerk

THIRD AMENDMENT TO
WELLNESS CENTER USE AGREEMENT

THIS THIRD AMENDMENT TO WELLNESS CENTER USE AGREEMENT ("Third Amendment") is entered into this __ day of August, 2017, by and between the CITY OF WOODLAND, a California municipal corporation ("City"), and the YMCA of Superior California, a California nonprofit corporation ("YMCA"), on the terms and conditions set forth below.

WHEREAS, the YMCA has been using the Wellness Center, Aerobics Center, and Locker Rooms at the City's Community and Senior Center since March 2010, pursuant to an agreement entered into between the City and YMCA ("Agreement); and

WHEREAS, pursuant to the Agreement, YMCA has been maintaining the area it uses and has also maintained and repaired all City fitness, audio visual, or other equipment located within the area it uses; and

WHEREAS, the City and YMCA would not like to amend the agreement to provide that YMCA will purchase and maintain new equipment.

Section 1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this First Amendment as if set forth in full.

Section 2. Amendment to Section 2(A) of the Agreement. Section 2(A) entitled "Base Rent" is hereby amended to read as follows:

> (A) YMCA and its employees, agents, and guests shall be entitled to the exclusive use of the Wellness Center, including all fitness and audio visual equipment located in the area as of the Commencement Date of this Agreement. Title to all equipment purchased by the City shall remain in the City, and title to all equipment purchased by the YMCA shall remain in YMCA.

Section 3. Amendment to Section 7(A) of the Agreement. Section 7(A) regarding maintenance is hereby amended to read as follows:

> (A) YMCA shall maintain the Licensed Area, and every part thereof, in a safe, clean, and sanitary condition and repair, structurally sound and free from fire hazards, and shall repair all damage. YMCA shall also maintain and repair all fitness, audio visual, or other equipment located in the Licensed Area.

Section 4. No Other Changes. Except as amended by this Third Amendment, all other terms and conditions in the Agreement shall continue on in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the

Wellness Center Use Agreement effective on the day and year first written above.

CITY OF WOODLAND

By: _____
Paul Navazio
City Manager

Date Signed: _____

YMCA OF SUPERIOR CALIFORNIA ASSOCIATION

By: _____

President

Date Signed: _____

Attest:

_____
Ana Gonzalez
City Clerk

Approved as to Form:

_____
Kara K. Ueda
Best Best & Krieger LLP
City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 16.
SUBJECT: Increase the Fiscal Year 2017/2018 Special Energy Projects Budget by $5,851

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, approving a $5,851 increase to the Fiscal Year 2017/2018 Special Energy Projects Budget.

Staff Contact:
Roberta Childers, Environmental Resource Analyst, (530) 661-2060, roberta.childers@cityofwoodland.org

Fiscal Impact:
This action will incorporate into the energy projects budget a portion of PG&E rebates received for streetlight upgrades that were partially funded using this budget, as well as a PG&E refund for a cancelled project.

Discussion:
In Fiscal Year (FY) 2013/2014, the City Council approved a $250,000 budget allocation for special energy projects. Unspent funds remaining from this total have been carried over each subsequent fiscal year in Fund 365 for special energy projects. Approximately $9,702 remains to be carried over to FY 2017/2018, and Public Works has requested that Finance include this amount in its annual carry-over request.

In past years, Public Works upgraded most of the City's streetlights to LEDs. Part of this work was funded using the special energy program funds, with the understanding that some of the expenditure would be returned to the fund through PG&E rebates. Recent review of Public Works revenues and PG&E rebate records identified $4,800 in rebates as being associated with the energy program expenditures. Staff is requesting that the $4,800 be added to the FY 2017/2018 Fund 365 budget to augment energy project funding.

Additionally, the City, working with a vendor in FY 2015/2016, applied for a PG&E program incentive reservation related to the solar project. The vendor paid a deposit of $1,051.20 to PG&E on the City's behalf. The City subsequently cancelled the reservation, and PG&E erroneously refunded the funds to the City. Staff requests that $1,051 also be added to the special energy program budget to cover return of the funds to the vendor.

The total of $5,851 would be added to the $9,702 that Public Works is requesting to be carried over for FY 2017/2018 energy projects.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving a $5,851 increase to the Fiscal Year 2017/2018 Special Energy Projects Budget.

Prepared By: Roberta Childers, Environmental Sustainability Manager

Reviewed By: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Reso - FY 18 Special energy projects budget increase	8/10/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A $5,851 INCREASE TO THE FISCAL YEAR 2017/2018 SPECIAL ENERGY PROJECTS BUDGET

WHEREAS, the City Council approved a $250,000 budget allocation in Fiscal Year (FY) 2013/2014 for energy projects that was added to the Fund 365 budget, unspent funds remaining from this total have been carried over each subsequent fiscal year into the Fund 365 special energy budget, and $9,702 of the original $250,000 appropriation remained unspent at the end of FY 2016/2017 and will be requested to be carried over to the FY 2017/2018 budget; and

WHEREAS, some energy project funds were spent in past years on streetlight upgrades to LEDs, with the understanding that associated PG&E rebates would be returned to the fund, and $4,800 in rebates associated with these expenditures were recently deposited into the Fund 365 revenue account; and

WHEREAS, PG&E has refunded approximately $1,051 to the City for a deposit paid by a City vendor for a PG&E program reservation that the City subsequently cancelled, and the City needs to repay this amount to the vendor; and

WHEREAS, the Fund 365 appropriation for FY 2017/2018 needs to be increased by $5,851 to make the $4,800 PG&E rebate available for further special energy project expenditures and to provide for the $1,051 due to the vendor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2017/2018 Special Energy Program budget appropriation shall be increased by $5,851.

PASSED AND ADOPTED by the City Council this 22nd day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 17.
SUBJECT: Increase the Fiscal Year 2017/2018 Tree Rebate Program Budget

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, approving an increase to the Fiscal Year 2017/2018 Tree Rebate Program Budget.

Staff Contact:
Alex, Halcon, (530) 661-5885, alex.halcon@cityofwoodland.org

Fiscal Impact:
This action will provide an appropriation of $2,400 in support of the city's Tree Rebate Program. Funding will be provided by the available fund balance in the Tree Rebate Program fund (the current fund balance is $8,700).

Background:
The City currently offers a one-time tree rebate of up to $75 per street address as long as specified rebate conditions have been met (tree planted correctly, specific tree type, original receipt provided, etc.). This on-going program is advertised to the community as a means of continuing to work with our residents to increase the tree canopy in Woodland.

Discussion:
Tree Rebate expenditures were not budgeted for in FY 2017/18. Approximately $2,400 is expended each fiscal year for the Tree Rebate Program, but this amount can vary. Money for the program was previously collected by Tree Development Fees, but this fee is no longer being collected. Once the fund runs out of money, Tree Rebates will no longer be offered.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving an increase to the Fiscal Year 2017/2018 Tree Rebate Program Budget.

Prepared By: Alex Halcon, Management Analyst II

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/16/2017	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2017/2018 TREE REBATE PROGRAM BUDGET

WHEREAS, In June 2017, Council approved the FY 2017/2018 budget; and

WHEREAS, funds were not allocated to the Tree Rebate Program budget in FY 2017/2018; and

WHEREAS, the City of Woodland expects to have approximately $2,400 in Tree Rebate related expenses between now and the end of the fiscal year, staff now wishes to increase the Fiscal Year 2017/2018 Tree Rebate Program appropriations from $0 to $2,400; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 2017/2018 Tree Rebate Program appropriation shall be increased by $2,400.

PASSED AND ADOPTED by the City Council this 22nd day of August, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 18.
SUBJECT: Approve Amendment #6 to Agreement with Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #6 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

Staff Contact:
Tim Busch, PE, Principal Utilities Engineer, (530) 661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:
The City Council has authorized the expenditure of up to $2.55 million to develop the lower Cache Creek Feasibility Study, #09-15. The cost of the advocacy services is considered part of the project budget. This will be the seventh year with the Ferguson Group at a cost of $40,000 per year. The project is being funded by the storm drain enterprise fund through a long-term loan from the sewer enterprise fund.

Background:
In September of 2011, the City Council approved an agreement with the Ferguson Group to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek. The original agreement was for a 12 month period. Subsequently, Council has approved Amendments to that contract whereby each extended the contract 12 months at an additional cost of $40,000. The current contract amendment expires August 31, 2017.

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

The City of Woodland and the Ferguson Group will continue to advocate for additional federal funding for the project, with the hope of ultimately seeking construction funding. The City's consultant team, staff, and the Flood Control Advisory Committee have been working diligently to define the locally preferred project and will continue to work with the Army Corps of Engineers (Corps) and the Department of Water Resources to try to define a project that works for the Woodland community at the least cost for the federal, state and local sponsors. Recent efforts and near term ongoing efforts include work to obtain additional Federal funding and restart the study at the Corps and working with Corps staff in Washington, DC.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #6 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

Prepared By: Tim Busch, PE, Principal Utilities Engineer

Reviewed By: Brent Meyer, PE, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/10/2017	Resolution
Ferguson Agreement	8/10/2017	Agreement
Amendment	8/11/2017	Backup Material

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #6 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVCIES FOR FLOOD MITIGATION

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

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

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

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

WHERAS, said agreement was amended again in August 2015 to add an additional 12 months to the term of the contract at a cost of $40,000 for the year; and

WHERAS, said agreement was amended again in September 2016 to add an additional 12 months to the term of the contract at a cost of $40,000 for the year; and

WHEREAS, the current contract amendment will expire on August 31, 2017; and

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

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

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

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

Section 1. The City Council hereby authorizes the City Manager to execute the amendment with the Ferguson Group subject to City Attorney approval. The City Attorney is hereby

authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change, and

Section 2. An executed copy of the Agreement is attached and made part of this Resolution.

PASSED AND ADOPTED this 22nd day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

THE FERGUSON GROUP LLC
1130 Connecticut Avenue, NW
Suite 300
Washington, D.C. 20036
202.331.8500
202.331.1598 fax

August 9, 2017

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

Dear Paul:

The Ferguson Group, LLC (TFG) is very pleased to submit a request for extension of the agreement that we have had in place for the last several years for an additional twelve-month period, from September 1, 2017 to August 31, 2018. We seek no change in the rate of compensation ($40,000 annually, billed in monthly installments of approximately $3,333.00) and agree to perform the tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland and TFG.

Over the last year, work has continued on the Lower Cache Creek Feasibility Study (LCCFS). TFG has worked with the City and its consultants to request that the U.S. Army Corps of Engineers (Corps) re-activate the LCCFS, as soon as possible, and provide such funding as is required to expedite the completion of the LCCFS. TFG and the City have argued that existing funds remaining on the project should be used to immediately restart work on the study and that additional funds, as required, should be supported within the FY 2018 work plan to move the project forward. In late July, the City was informed by the Corps that the Sacramento District Office has submitted a request to the South Pacific Division to restart the LCCFS. Once the Division approves the District's request, TFG will work with the City to ensure that the request to reclassify the project is approved at Corps Headquarters and to put the project in a position to compete for FY 2018 work plan funding.

In the last year, TFG also completed its work with the City on the Reclamation District 2035-Woodland-Davis Clean Water Agency Joint Intake Facility. At the request of the City, the project sponsors and with strong support from the City's congressional delegation, approximately $20 million was secured from the Bureau of Reclamation towards the construction of the Joint Intake Facility, a cornerstone of WDCWA's now operational regional water supply project, which was dedicated in September of last year.

TFG also continues to provide assistance to the City of Woodland to identify and secure competitive grants. TFG provides updates on a weekly basis to the City on new competitive grant opportunities that are available or anticipated to become available. TFG also provides

supporting guidance and assistance with grant application review and submissions, as requested by the City.

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

Sincerely,

W. Roger Gwinn.
CEO

ARTICLE 1. PARTIES AND DATE

This Sixth Amendment to the Professional Services Agreement ("Sixth Amendment") dated as of September 1, 2017 is entered into by and between the City of Woodland ("City") and The Ferguson Group, a limited Liability Company ("Consultant").

ARTICLE 2. RECITALS

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

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

include additional compensation,

extend the term of the Agreement to include the period from September 1, 2017 to August 31, 2018 in accordance with the Consultant's proposal dated August 9, 2017 attached to the original agreement. The total additional compensation for the Sixth Amendment shall not exceed ($40,000.00).

ARTICLE 3. TERMS

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

City Of Woodland	**The Ferguson Group, LLC**
By: _____	By: _____
Paul Navazio	W. Rodger Gwinn
City Manager	President
City of Woodland	The Ferguson Group, LLC
Date:_____	Date:_____

ATTEST:

_____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 19.
SUBJECT: Approve Consultant Services Agreement for Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate $700,000 from the Southeast Area Infrastructure Fee (Fund 593) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, 2) approve a consultant design services agreement with Mark Thomas, in an amount not to exceed $634,000 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and 3) authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% ($95,100) of the contract amount.

Staff Contact:
Sara Andreotti, Engineering Technician, 5306615951, sara.andreotti@cityofwoodland.org

Fiscal Impact:
The Capital Budget includes $150,000 in funding from General Capital (Fund 501); the underlying source being developer payments that are earmarked for this project. Based on development agreement conditions, approximately $1.5 million will be generated for this project over time. This funding will become available as development continues in the south area of town. Staff is proposing that the remainder of the Southeast Area Infrastructure funds (Fund 593) are reserved for this project. Total funding available from fund 593 is approximately $1.5 million, however staff is only recommending the appropriation of $700,000 at this time so that design can proceed.

The total project cost is expected to be $4 million. Staff is looking at the following additional fund sources in order to fully fund the project: development impact fees, reallocation of Spring Lake transit funding, and/or funding from future development.

There is no impact to the General Fund.

Background:
The complete project consists of the design and construction of a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road. Thi project, along with planned Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from CR 102 to East Street. This pathway is planned for extension from East Street to Ashley Avenue. This will enable residents to access the existing north/south bike lane corridors throughout the City. This project will provide bicycle/pedestrian access to the Community Center/Sports Park and to the growth areas on the east side of SR-113.

Discussion:
The City received Statements of Qualification from consultants in response to the Request for Qualifications advertised in March of 2017. Staff reviewed, scored and ranked the statements received and Mark Thomas was the top rated consultant. There was only one other applicant. Staff is currently negotiating the final contract amount with the consultant. However, to avoid any delays in starting the project, staff is requesting that Council approve the consultant agreement in an amount not to exceed $634,000.

With this action, staff anticipates executing the contract for design of the overcrossing by the end of August. Staff will

work with the consultant to complete preliminary engineering and CEQA approval in the next 6-12 months so that right of was acquisition can be coordinated with the approval of the SP-1A specific plan. It is anticipated that construction occur in the next 3-4 years as funding is available.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) appropriate $700,000 from the Southeast Area Infrastructure Fee (Fund 593) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22, 2) approve a consultant design services agreement with Mark Thomas, in an amount not to exceed $634,000 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and 3) authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% ($95,100) of the contract amount.

Prepared By: Sara Andreotti, Engineering Technician

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/15/2017	Resolution
Sports Park Dr. Pedestrian Overcrossing_Cost Proposal	8/15/2017	Backup Material
Scope of Work	8/16/2017	Backup Material

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CONSULTANT SERVICES AGREEMENT WITH MARK THOMAS FOR THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT; CIP 17-22

WHEREAS, the project Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 is included the in the FY 17/18 Capital Budget with a total budget of $150,000; and

WHEREAS, the City wishes to appropriate $700,000 from the Southeast Area Infrastructure Fee (Fund 593) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22; and

WHEREAS, the City wishes to enter into and approve the consultant services agreement with Mark Thomas 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 appropriation of $700,000 from the Southeast Area Infrastructure Fee (Fund 593) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

Section 2. The City Council hereby approves the consultant services agreement with Mark Thomas, in the amount not to exceed $634,000 for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 and authorize the City Manager to execute the agreement and amendments, as necessary, up to 15% ($95,100) of the agreement amount.

PASSED AND ADOPTED this 22th day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor
ATTEST:

_____
Ana B. Gonzalez, City Clerk

COST PROPOSAL FOR PROJECT SCOPE: Woodland-Sports Park Drive Pedestrian Path & POC (rev 8-8-17)

		Mark Thomas																		Subconsultants			TOTAL COST
		Principal $328	Sr. Project Manager $207	Project Manager $171	Technical Lead $164	Project Engineer $124	Design Engineer II $108	Design Engineer I $89	Technician $74	Survey Manager $185	Project Surveyor $145	Survey Technician $85	Single Chief $120	2 Person Field Crew $240	LAUD Division Manager $184	LAUD Project Manager $145	Project Landscape Architect $96	Landscape Designer $74	Project Coordinator $86	Total Hours	Total MT Cost	LSA Non-DBE	Crawford & Associates Non-DBE	Y&C Transportation DBE	
1.0	**PRELIMINARY ENGINEERING (PA&ED)**																							
1.1	Project Initiation	8	8												2		8		8	34	$6,096	-	-	-	$6,096
1.2	Project Management / PDT Meetings	24	24	48											12		8		24	140	$26,077	-	-	-	$26,077
1.3	Survey & Base Mapping									18	60	68	16	48						210	$31,250	-	-	-	$31,250
1.4	Preliminary (30%) Path Plans			40			80		120											240	$24,358	-	-	-	$24,358
1.5	Bridge Advance Planning Study		8			20			40											68	$7,102	-	-	-	$7,102
1.6	Conceptual Design														12		48	90		150	$13,468	-	-	-	$13,468
	Subtotal Phase 1	**32**	**40**	**88**	**0**	**20**	**80**	**0**	**160**	**18**	**60**	**68**	**16**	**48**	**26**	**0**	**64**	**90**	**32**	**842**	**$108,350**	**$0**	**$0**	**$0**	**$108,350**
2.0	**ENVIRONMENTAL DOCUMENTATION & PERMITTING (IS/MND)**																							
2.1	Technical Studies																			0	$0	29,154		-	$29,154
2.2	IS/MND	8	8	8																24	$5,648	24,959		-	$30,607
	Subtotal Phase 2	**8**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**$5,648**	**$54,113**	**$0**	**$0**	**$59,761**
3.0	**RIGHT OF WAY & UTILITY COORDINATION**																							
3.1	Legal Descriptions		8	8						6	18	40								80	$10,144	-	-	-	$10,144
3.2	ROW Appraisal and Acquisition Support			16			16			1	2	8		12						55	$8,496	-	-	-	$8,496
3.3	Utility Coordination			16			40													56	$7,045	-	-	-	$7,045
	Subtotal Phase 3	**0**	**8**	**40**	**0**	**0**	**56**	**0**	**0**	**7**	**20**	**48**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**191**	**$25,685**	**$0**	**$0**	**$0**	**$25,685**
4.0	**FINAL DESIGN (PS&E)**																							
4.1	Geotechnical Investigation		4		8		8													20	$3,001	-	26,831	-	$29,831
4.2	Structure Type Selection		16		16	60		20	80											192	$21,092	-	-	-	$21,092
4.3	65% Path Plans			50			150		180											380	$38,056	-	-	-	$38,056
4.4	65% Structure Plans		20		240		60		250											570	$68,498	-	-	-	$68,498
4.5	Lighting Design																			0	$0	-	-	11,234	$11,234
4.6	Landscape Plans														20		100	110		230	$21,391	-	-	-	$21,391
4.7	95% Path Plans			40			120		160											320	$31,631	-	-	-	$31,631
4.8	95% Structure Plans		16		40	200		40	180											476	$51,597	-	-	-	$51,597
4.9	Final (100%) PS&E			20			60		120						3		12	24		239	$22,260	-	-	-	$22,260
4.10	Special Provisions		8	20		40									4		12			84	$11,923	-	-	-	$11,923
4.11	Engineer's Estimate		8				95	95							2		4	12		216	$21,991	-	-	-	$21,991
4.12	Quality Control				40	40									8	8				96	$14,159	-	-	-	$14,159
4.13	SWPPP			8		40	20													68	$8,486	-	-	-	$8,486
	Subtotal Phase 4	**0**	**72**	**138**	**344**	**380**	**513**	**155**	**970**	**0**	**0**	**0**	**0**	**0**	**37**	**8**	**128**	**146**	**0**	**2891**	**$314,085**	**$0**	**$26,831**	**$11,234**	**$352,150**
5.0	**BIDDING / CONSTRUCTION SUPPORT**																							
5.1	Bidding Support			16		24	24													64	$8,300	-	-	-	$8,300
5.2	Construction Support		40	20		40	40													140	$20,965	-	-	-	$20,965
5.3	Prepare Record Drawings		8	8			40	40												96	$10,896	-	-	-	$10,896
	Subtotal Phase 5	**0**	**48**	**44**	**0**	**64**	**104**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**300**	**$40,161**	**$0**	**$0**	**$0**	**$40,161**
TOTAL HOURS		**40**	**176**	**318**	**344**	**464**	**753**	**195**	**1130**	**25**	**80**	**116**	**16**	**60**	**63**	**8**	**192**	**236**	**32**	**4248**					
OTHER DIRECT COSTS																					**$7,700**	**$1,875**	**$37,350**	**$266**	**$47,191**
TOTAL COST		**$13,122**	**$36,397**	**$54,424**	**$56,420**	**$57,571**	**$81,077**	**$17,380**	**$83,794**	**$4,625**	**$11,600**	**$9,860**	**$1,920**	**$14,400**	**$11,591**	**$1,164**	**$18,345**	**$17,500**	**$2,738**		**$501,629**	**$55,988**	**$64,181**	**$11,500**	**$633,297**
	OPTIONAL TASKS																								
1.7	Public Outreach	8	4	4											20		48	52		136	$16,258		-	-	$16,258
2.3	Regulatory Permitting		8	16		16														40	$6,378	11,736	-	-	$18,114
4.3a	Recycled Water Line			16	24	24	24		40											128	$15,203	-	-	-	$15,203
	Subtotal Optional Tasks	**8**	**12**	**36**	**24**	**40**	**24**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**20**	**0**	**48**	**52**	**0**	**304**	**$37,839**	**$11,736**	**$0**	**$0**	**$49,575**
TOTAL HOURS - OPTIONAL		**8**	**12**	**36**	**24**	**40**	**24**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**20**	**0**	**48**	**52**	**0**	**304**					
OTHER DIRECT COSTS - OPTIONAL																					**$0**	**$50**	**$0**	**$0**	**$50**
TOTAL COST - OPTIONAL		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$37,839**	**$11,786**	**$0**	**$0**	**$49,625**

MARK THOMAS

[REVISED 8-8-17]

WOODLAND-SPORTS PARK DRIVE PEDESTRIAN PATH AND POC

Scope of Work

PROJECT DESCRIPTION

The City of Woodland (City) proposes to develop the Sports Park Drive Pedestrian Path and Pedestrian Overcrossing (POC) over State Route (SR) 113. The project is located approximately 0.5 miles south of the Gibson Road/SR 113 interchange. The POC is a key component of the City's plan to improved non-motorized travel throughout the City. The project will connect to existing and planned bike loops that were developed to connect bicyclists to many of the City destinations including City Parks, Historic Downtown, and other services. The 12-foot wide path will extend from the intersection of Matmor Road and Sports Park Drive on the west side of SR 113 to the southwest corner of the planned 2-acre park on the east side of SR 113, which is currently under development as part of the Cal-West subdivision. This project will be coordinated with the current development plans. The POC will meet Caltrans standards.

The Mark Thomas (MT) team will provide professional services for project management, surveying, environmental documentation and clearance, right of way engineering support, public outreach (optional), utility coordination, and pedestrian path and overcrossing design. This scope of work has been prepared assuming that the project will be developed in accordance with Caltrans Encroachment Permit Procedures. MT will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control. MT's obligation to indemnify and defend are limited to the extent actually caused by MT in the performance of this scope of work.

The specific services to be provided for the Sports Park Drive POC project are shown below.

TASK 1.0 PRELIMINARY ENGINEERING

1.1 PROJECT INITIATION

MT will coordinate a project kick-off meeting with the City and design team to discuss the project background, scope, concepts, schedule, project management and priorities with stakeholders. MT

will participate in a field review meeting with the City and design team in order to gain consensus on the project requirements. The field meeting will allow the project team to become familiar with the project site, check for any conditions that would be affected by construction and begin discussion of environmental considerations. The project scope and schedule will be verified.

1.2 PROJECT MANAGEMENT / PDT MEETINGS

MT will provide overall management of the project, including approvals for preliminary engineering, final design, and coordination with the City, Caltrans and other stakeholders. MT will provide management of subconsultants in the performance of their work. Management activities shall also include development and maintenance of a critical path method (CPM) design schedule and progress reports to be distributed monthly. The schedule will be updated as progress is made, with critical path activities clearly shown for team review purposes. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures as outlined by the City at the beginning of the project.

Project Development Team (PDT) meetings will be held at the City offices. A total of twenty (20) PDT meetings are proposed with this scope of work. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. MT will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. MT will facilitate meetings as applicable and prepare meeting minutes with action items.

1.3 SURVEY AND BASE MAPPING

1.3.1 Record Research and Project Control

MT will perform research to locate official maps in the project area. It is assumed that Preliminary Title Reports (PTRs), vesting and exception documents will be provided by the City. MT will set supplemental control based off of City control as necessary for the topographic survey.

1.3.2 Topographic Survey and Mapping

Topographic surveys will be conducted within the project area. This will include a DTM of the project area. It is assumed that if access onto privately owned parcels is required, that access will be provided. It is also assumed that no more than a shoulder closure will be required for work within Caltrans Right of Way (ROW).

1.3.3 Boundary Survey

Field surveys to search and locate existing survey monuments and physical evidence required to establish ROW and parcel lines impacted by the project will be conducted. This data will be analyzed and the existing ROW and parcel lines will be delineated. It is assumed that access onto parcels necessary for boundary resolution will be provided. During the course of a boundary survey, it is possible that the requirement to file a record of survey will be triggered. This most often happens by the discovery of conflicts or alternate evidence not shown on recent maps. If the Pre-Construction Record of Survey (ROS) is not included in the scope of work and such a conflict or other evidence be discovered, work will stop and the project team will be notified. Work will continue when agreement has been reached on path forward and additional budget for a record of survey has been secured.

1.4 PRELIMINARY (30%) PATH PLANS

Upon completion of the topographic mapping and with consideration for approved planning documents, MT will prepare 30% path plans. The 30% path design submittal will show the initial design concept and how major components of the project will be addressed to facilitate City approval of the path geometrics. Identification of project impacts, including environmental study areas and ROW requirements, is one of the key objectives of the 30% submittal. The preliminary path plans will include horizontal alignment, vertical profile and typical path sections. The plans will be prepared in conformance with City, AASHTO, and Highway Design Manual standards. A preliminary cost estimate will be prepared for the 30% path plans.

1.5 BRIDGE ADVANCE PLANNING STUDY

Following the development of the 30% path plans, MT will update the Structure Advance Planning Study (APS) previously prepared for the ATP application. Additional information provided from the field review and development of 30% path plans will be incorporated in the APS. The APS will be submitted to Caltrans OSFP for review and approval.

1.6 CONCEPTUAL DESIGN

MT will develop a draft conceptual design package for the aesthetic/architectural treatments of the pedestrian overcrossing. The draft design package will include:

- Illustrative elevation of the POC
- Plan view of one of two transition nodes located at the landings of the overcrossing
- Image board of the proposed site furnishings and amenities (fencing, benches, wayfinding signage)
- Cost estimate

MT will review the draft package with the City in a single work session and then refine and color render the conceptual design package for presentation at various public meetings.

1.7 PUBLIC OUTREACH (OPTIONAL TASK)

MT will attend, present, and facilitate up to two public workshops. The purpose of the workshops is to gather feedback from the public for direction in the design development and to provide a record of public involvement for environmental documentation. Workshops will be formatted as follows:

- The first workshop will be open house style with exhibits set up to elicit feedback and comments from attendees. At this workshop, findings of MT's field investigations and potential overcrossing alignments, and examples of similar projects/designs will be presented for public comment. MT will record comments and provide a written summary to the City.
- The second workshop will be a more formal presentation style workshop with a presentation reviewing outcomes of first workshop and a draft design of the POC alignments, trail connections, and elevation. During a question and comment phase of the workshop, MT will take notes visible to the public and prepare a workshop summary for submitting to the City.

Task 1 Deliverables:

- Project Management CPM schedule, progress reports, billings
- PDT meeting agenda, meeting minutes
- Project Base Mapping (AutoCAD Civil 3D 2012)
- Preliminary (30%) Path Plans
- Bridge Advance Planning Study
- Conceptual Design Package
- Exhibits for 2 Public Workshops
- Public Workshops (2 Total) - Optional

Only "2.3 REGULATORY PERMITTING (OPTIONAL TASK)" optional.

TASK 2.0 ENVIRONMENTAL DOCUMENTATION & PERMITTING (OPTIONAL)

We have developed the scope of work for the environmental clearance for the project based on the assumption that only local funding will be utilized for the project design and construction. As such, the detailed scope below includes technical studies and approval documents that cover CEQA requirements only. The City will be the lead agency for the CEQA document.

2.1 TECHNICAL STUDIES

The technical studies will be based on a project description and design provided by MT. LSA anticipates that the following technical studies will be identified in the PES.

2.1.1 Biology

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or wildlife species, or sensitive habitats that may be affected by the project. Based on a preliminary review, the project area is at the edge of the City's developed area and is currently in the process of converting predominantly undeveloped area consisting of mainly agricultural fields with urban residences. Sensitive biological resources potentially occurring in the project area appear to be limited to an unnamed irrigation canal and include (but are not limited to) burrowing owl, nesting birds and/or bats, special-status plants, and jurisdictional waters.

Research/Coordination: LSA will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base, and California Native Plant Society Online Database. As part of this process, LSA biologists will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or USFWS, as necessary, regarding the potential presence of special-status species on the project site.

Field Surveys: The following field surveys are proposed.

General Field Survey. LSA will conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, LSA will inspect the site for presence of nesting birds.

Jurisdictional Delineation. LSA will conduct a jurisdictional waters delineation of the project area to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (ACOE) and/or Regional Water Quality Control Board (RWQCB). The delineation will be conducted in accordance with the ACOE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008) and the ACOE Regulatory Guidance Letter 08-02 regarding Preliminary Jurisdictional Delineations (June 2008).

Documentation: LSA proposes to prepare the following reports to document biological resources in the project area and evaluate potential project effects to biological resources.

Biological Resources Section of the Initial Study (IS) Checklist. The results of the literature review and field work described above will be documented in the Biological Resources section of the IS Checklist. LSA will evaluate potential direct, indirect, and cumulative impacts to biological resources resulting from project implementation. The significance of these impacts will also be assessed and any applicable mitigation measures will be provided for potentially significant resources.

Delineation Report. The results of the delineation field work will be documented in a brief letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of U.S. on the site. The delineation report should be submitted to the ACOE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-02. Note that all findings should be considered preliminary until verified by the ACOE.

2.1.2 Cultural Resources

LSA will conduct cultural resource studies that are needed for the City to address requirements of CEQA. Using Google Earth and historic aerials, LSA identified a water conveyance feature in the project area that may require further analysis. No other built environment resources were observed. It is unknown if previously identified archaeological cultural resources are within the project area. LSA will conduct the following tasks to identify cultural resources in the project site.

Research and Field Investigation: A records search will be conducted at the Northwest Information Center to identify any previously recorded cultural resources studies and resources in the project site and in a 0.5-mile radius of the project site. A review of cultural resource inventories will be completed to identify listed or eligible resources in or adjacent to the project site. Background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archive repositories and at LSA's library will also be conducted. LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the project site contains any listed sites, and (2) a list of Native American contacts who may have concerns about the project site. LSA will contact the Yolo County Historical Society for any information or concerns they may have about the project site. LSA will conduct a field survey of the project site to identify and record any cultural resources.

Documentation: LSA will prepare a Cultural Resources Study that will describe the methods, findings, and recommendations for cultural resources in the project site. LSA will prepare one set of Department of Parks and Recreation 523 series forms to record and evaluate the water conveyance feature. The record will be appended to the Cultural Resources Study.

AB 52 Consultation: LSA will assist the City in complying with the provisions of AB 52, a law recently passed by the California Legislature regarding tribal consultation. AB 52 provides for consultation with Native American tribal organizations during the CEQA process. Prior to release of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report for a project, a lead agency must provide the opportunity to consult to tribes that are traditionally and culturally affiliated with the geographic area in which a project is located, and must conduct such consultation, if requested by the tribes in writing within 30 days of notification of the proposed project. LSA will provide a draft of the City's AB 52 notification letter to tribes for use on official letterhead; and will attend up to two eight (8) hour AB 52 consultation meetings with City and tribal representatives to provide technical input.

2.2 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND)

In order to complete the environmental documentation for the project, LSA will complete the following.

Administrative Draft IS/MND. LSA will prepare an Administrative Draft IS/MND for City review. The format will be based on the CEQA Initial Study checklist and an expanded evaluation of each issue area, as necessary. The Administrative Draft IS/MND will be submitted to the City in PDF format.

Preliminary Draft IS/MND. Following review by the City, LSA will prepare a Preliminary Draft IS/MND. This second version will evaluate each of the City's comments on the Administrative Draft IS/MND. The Preliminary Draft IS/MND will be submitted to the City in PDF format.

Public Review Draft IS/MND. The purpose of this task will be to respond to the City's comments on the Preliminary Draft IS/MND, complete necessary revisions, submit the document for City approval, and publish for public review. Up to 15 print copies of the Draft IS/MND will be provided to the City to circulate for public review. LSA will assist the City in the preparation of the public notice of intent to adopt the MND and the Notice of Completion for the State Clearinghouse. LSA will file a Notice of Completion (NOC) with the County Clerk and/or the State Clearinghouse to begin the required public review period.

Response to Comments on Preliminary Final MND. The purpose of this task is to prepare written responses to comments received on the Draft IS/MND that raise significant environmental issues and submit them for City staff review after the close of the public comment period. LSA will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure.

Final MND. LSA will incorporate the final comments and responses into the Final MND and will submit 15 copies of the approved document for distribution by the City to agencies and interested parties that commented on the Draft IS/MND.

Prepare Mitigation Monitoring Plan. LSA will prepare the mitigation monitoring plan in accordance with City format.

2.3 REGULATORY PERMITTING (OPTIONAL TASK)

If the proposed project affects wetlands or other jurisdictional waters that are under the jurisdiction of the ACOE, RWQCB, and/or CDFW, permits may be required from the regulatory agencies, as described below.

Based on initial review, the project is not expected to affect jurisdictional waters in an unnamed agricultural canal which is under the jurisdiction of the ACOE and RWQCB. In the past, the CDFW has not claimed jurisdiction over similar irrigation canals. However, CDFW is currently in the process of developing a new definition for jurisdiction of irrigation canals and is withholding comment until a new definition is determined. Until CDFW can provide new guidance, it is assumed that CDFW would not assert jurisdiction over the irrigation canal. Based on this information, the optional permitting scope includes acquisition of water resource permits from the ACOE and RWQCB. We have not included in the budget a task to acquire an agreement from CDFW; this task would be completed upon approval by the City and only be activated if CDFW provides updated guidance requiring regulation of irrigation ditches.

LSA will prepare the following regulatory agency permit applications. All application fees required by regulatory and resource agencies will be paid for by the City.

ACOE Section 404 (Clean Water Act) Nationwide Permit Verification – The proposed project could result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from the project can be authorized using Nationwide Permit (NWP) #14 – Linear Transportation Projects. LSA will

prepare a Preconstruction Notification (PCN) for submittal to the ACOE requesting verification that the project can be authorized using the specified NWP.

RWQCB Section 401 (Clean Water Act) Water Quality Certification – A Water Quality Certification could be required from the RWQCB for the proposed project to certify that the project is consistent with water quality goals and objectives. LSA will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the City, amount to be determined).

Task 2 Deliverables:

- Technical Studies as listed in 2.1
- CEQA Documentation
- Optional Regulatory Permits as listed in 2.3

TASK 3.0 RIGHT OF WAY AND UTILITY COORDINATION

It appears the project will only affect two parcels, one on each side of SR 113. The parcel on the west side of the project is owned by The Foundation for Excellence at Woodland Christian Schools. It is a 16-acre property that has been zoned for farming. The parcel on the east side of SR 113 is owned by Costalotta Partners, LLC, and is a 126-acre parcel, also zoned for farming. In order to complete the right of way and utility coordination, MT will complete the following tasks.

3.1 LEGAL DESCRIPTIONS

MT will prepare legal descriptions and (8 ½" x 11") plats for the acquisition parcels (2 total). These will undergo one review by the City for technical accuracy before being signed and wet-stamped. Two parcels are assumed to be affected.

3.2 RIGHT OF WAY APPRASIAL AND ACQUISITION SUPPORT

MT will provide support to the City during the acquisition process, including the preparation of property impact exhibits to clarify design intent, attending one-on-one meetings with the property owners, and providing right of way staking to show the property owners the acquisition limits. MT will set stakes every 100' and at all angle points, BC's & EC's along the proposed permanent acquisition(s).

3.3 UTILITY COORDINATION

MT will use the "A, B, C" process to identify and locate utilities and will be conducted in general conformance with Caltrans Local Assistance and Utility Relocation Manuals. MT will prepare contact letters and exhibits showing the project area and request confirmation of utility facilities

("A" letters). This effort will include inputting the preliminary utilities information into the base mapping.

Utility conflicts and relocation are not anticipated for this project. Depending on the proximity to potential physical conflicts, additional potholing of existing underground facilities may be necessary to positively locate the utility.

Task 3 Deliverables:

- Legal Descriptions
- ROW staking
- Utility "A" Letters
- Utility Certification Forms (UA, NTO, ROI)

TASK 4.0 FINAL DESIGN (PS&E)

4.1 GEOTECHNICAL INVESTIGATION

4.1.1 Coordination/Permits

CAInc will coordinate with the MT and the City to discuss the project, design parameters, goals, schedule, and review preliminary bridge and path plans. CAInc will visit the site for drill rig access, mark exploratory boring locations, notify Underground Service Alert (USA), and obtain boring and encroachment permits required by the City.

CAInc will also obtain a Caltrans encroachment permit to complete borings within the median of State Route (SR) 113. Based on CAInc's experience, a Caltrans permit can take up to two months to obtain with a limited work window of nights and weekends typically imposed as part of the permit requirements, although other restrictions may also be imposed (i.e. California Highway Patrol on-site). For efficiency and to help avoid delays to project schedule, CAInc expects to perform services for this task early in the project schedule. We will also schedule portions of our fieldwork outside of SR 113 early in the design process. No borings will be conducted on the lanes within SR 113, just within the median. Traffic control will generally consist of single lane closure with flaggers or shoulder closure with no flaggers.

4.1.2 Subsurface Exploration

CAInc will use the subsurface exploration program to characterize the specific subsurface conditions at the foundation locations. The exploration scope will include:

- five borings, one at each bridge abutment and proposed pier location to a depth of 80 to 100 feet below the ground surface (bgs);
- two additional shallow test borings (5-10 feet bgs) at each path approach.

A CAInc Engineer/Geologist will direct the sampling and log the borings. At a minimum, CAInc will sample at 5-foot intervals. The samples will be delivered to CAInc's laboratory for further evaluation and lab testing. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6 to 8-inch-diameter hollow and solid stem augers, rotary wash, and/or rock coring. Standard Penetration Testing (SPT) and California Modified sampling will be performed within the borings to obtain samples and blow count information. Groundwater conditions will be noted where encountered and at completion of drilling. The borings will be backfilled with cement grout, or per City permit requirements.

4.1.3 Laboratory Testing

CAInc will perform laboratory tests on relatively undisturbed samples obtained from the exploratory borings. Laboratory tests will likely include: moisture content and unit weight for bearing capacity and lateral capacity; unconfined, and/or direct shear testing, for bearing capacity and lateral capacity; sieve analysis for liquefaction and scour evaluations; plastic index for soil classification; consolidation; resistance value for pavement design; and resistivity, pH, sulfate content and chloride content for soil corrosivity analysis.

4.1.4 Geotechnical Analyses

Engineering evaluation and soil analysis to develop geotechnical recommendations for the bridge site is expected to include: bearing capacity; lateral capacity; site seismicity consistent with current Caltrans guidelines to determine the site acceleration response spectrum (ARS); embankment consolidation; lateral earth pressure and coefficient of friction to resist sliding; soil corrosivity; and, new flexible pavement design.

4.1.5 Report Preparation

CAInc will prepare and submit a Draft Foundation Report for the bridge design consistent with current Caltrans practice. The report will include the following: scope of work; site description; project description; site geology summary; subsurface exploration; laboratory testing; seismic data; liquefaction and seismic settlement; embankment consolidation; foundation recommendations per Caltrans (i.e. type, elevation and allowable loading of bridge foundation elements); approach recommendations; new pavement section recommendations; construction considerations; and location map, ARS curve, log of test borings and laboratory test results.

4.1.6 Caltrans Review

Allowance is made here-in for consultation and report revision with up to two meetings for Caltrans review. We also make provision for project management and coordination with the design team throughout the project.

Following receipt of all Draft Foundation Report review comments, CAInc will prepare a Final Foundation Report.

4.2 STRUCTURE TYPE SELECTION

MT will prepare a Structure Type Selection Report. We anticipate only one alternative will be presented in the report, which will include a General Plan, Foundation Plan, and General Plan Estimate. The report will discuss the advantages and disadvantages of the proposed alternative and will address geotechnical and environmental issues as well as costs. The General Plan and Foundation Plan constitute 35% bridge design. A Type Selection Meeting will be held with Caltrans to present the report. Approval of the Structure Type is required from Caltrans OSFP.

4.3 65% PATH PLANS

MT will prepare design plans to current City and Caltrans standards. The path design will be advanced to a 65% level that will, in general, include the following plans:

Path Plans	Estimated Number of Sheets
Title Sheet	1
Typical Cross Sections/Notes	4
Survey Control Diagram	1
Layout Plan & Profile	4
Construction/Grading Details	6
Drainage & Utility Plans	4
Construction Area Signs	1
Traffic Handling	4
Signing & Striping	4
Landscape/Irrigation	4
Electrical Plans	4
Total Path Plans	**37**

Comments from the 30% plans will be addressed and incorporated and responses to comments provided.

Mark Thomas will prepare a detailed itemized engineer's estimate for the 65% Roadway items. The format will be similar to the Caltrans BEES format. The unit costs will be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans DES site. The structure item costs will be based on the Type Selection Report cost estimate.

Waiting on Eric's feedback on construction cost and Caltrans requirements.

Optional Task - Recycled Water Line

The City will determine if an 8" diameter recycled water line is desired to be included in this project. The pipe will follow the path alignment and be placed within the POC structure. Additional design and detailing will be required as well as a Caltrans encroachment permit approval to allow the pipe within the structure, over the freeway. A contract amendment will be required to include this scope of work.

4.4 65% STRUCTURE PLANS

MT will prepare structural calculations and bridge plans for the selected bridge type. At the 65% submittal, MT will submit a complete, unchecked set of bridge plans to the City and Caltrans. The structure design will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 6th Edition with California Amendment and Caltrans Seismic Design Criteria, Version 1.7. The latest Caltrans Bridge Design manuals will be used. In general, the following plan sheets will be prepared:

Structures Plans	Estimated Number of Sheets
General Plan	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	3
Bent Layouts	2
Bent Details	2
Typical Section	1
Girder Layout	2
Girder Reinforcement	1
Aesthetic Details	2
Miscellaneous Details	1
Log of Test Borings	3
Total Structure Plans	22

4.5 LIGHTING DESIGN

Y&C will obtain electronic base plan from MT and meet with City to select up to two lighting alternatives. Y&C will use VISUAL software to prepare photometric analyses and develop estimated construction costs for both alternatives and submit to the City for review. Once the City selects a preferred alternative, Y&C will prepare lighting plan, specifications, and cost estimate (PS&E) for the Sports Park Drive Pedestrian Overcrossing (POC) and the trail approaches. The lighting PS&E will be submitted to the City for review at 65% and 95% levels. Any comments by the City will be incorporated into final PS&E.

4.6 LANDSCAPE PLANS

MT will prepare landscaping plans including erosion control and planting plans, irrigation plans, site layout plans, construction details, and technical specifications. The landscape plans will be included in the 65%, 95% and final plans.

4.7 95% PATH PLANS

Comments from the 65% Plans will be addressed and incorporated into the 95% design. Response to comments will be prepared and submitted to the City. The path design will be advanced to a 95% level and will include all necessary project detailing.

4.8 95% STRUCTURE PLANS

MT will perform an independent design check of the bridge plans in conformance with Caltrans bridge design procedures. The independent check will be completed by a registered engineer who was not involved in the original design of the structure. Calculations and computer runs will be performed to check the bridge layout and structural integrity. A plan set will be marked up in tow colors, yellow indicating approved items and red indicating items to be discussed. Upon completion of the design check, discrepancies between the designer and checker will be reconciled and plans updated for preparation of final quantities, estimate and specifications. MT will incorporate the City's and Caltrans' comments from the 65% submittal and submit comment responses for the 95% submittal to the City and Caltrans.

4.9 FINAL (100%) PS&E

Comments from the 95% PS&E package will be addressed and incorporated into the final PS&E package. Responses to comments will be prepared and submitted to the City and Caltrans. All final plan revisions will be made. Updates to the specifications and estimate will be completed. Structure plans require Caltrans PS&E approval. Final contract documents will be provided to the City for project advertisement.

4.10 SPECIAL PROVISIONS

MT will develop project special provisions using 2015 Caltrans Standard Specifications. The special provisions will be prepared using Microsoft Word. Special provisions will be submitted at the 95% and final submittals. The City's boilerplate contract language will be incorporated into the specifications at the 95% submittal. In conformance with the 2015 Standard Specifications, measurement and payment clauses will not be included in the special provisions.

Will MT prepare the measurement and payment?

4.11 ENGINEER'S ESTIMATE

MT will develop quantities and prepare construction cost estimates using the project geometrics and surfaces developed from survey information. Cost estimates will be calculated at the 65%, 95%, and final submittals. Construction costs will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

During final design, MT will prepare a summary of the overall project costs, including construction costs, environmental mitigation, and ROW.

4.12 QUALITY CONTROL

The MT Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks, design checklists, and methods of project documentation.

Our QC/QA Manager will implement and maintain these quality control procedures during the preparation of plans and documents throughout design.

4.13 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

MT will prepare the SWPPP for the project in compliance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP), and in accordance with the City's Storm Water Management Plan. Preparation of the SWPPP includes uploading Permit Registration Documents (PRD's) to the state-wide database of construction projects (referred to as the Storm Water Multi-Application Report Tracking System or SMARTS database). The PRD's include the Notice of Intent (NOI), a risk assessment, post-construction calculations, a site map, a SWPPP, a signed certificate, and the first annual permit fee (to be paid by the City). Temporary and permanent water quality and erosion control measures will be designed using Best

Management Practices (BMP), as identified on the Water Pollution Control Plans, included in the SWPPP.

Task 4 Deliverables:

- Draft/Final Foundation Report
- Structure Type Selection Report
- Exhibits for Public Workshop
- Plans (65%, 95%, and Final)
- Special Provisions (95% and Final)
- Engineer's Estimate (65%, 95%, and Final)
- Response to Comments Matrix (65%, 95%, and Final)
- Structure Design and Independent Check Calculations
- SWPPP

TASK 5.0 BIDDING / CONSTRUCTION SUPPORT

5.1 BIDDING SUPPORT

The MT team will provide assistance to the City during the bidding process of the project. The work may include answering bid inquiries from prospective bidders, attending pre-bid meetings, and preparing addenda to the PS&E documents during the advertisement period. MT has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

5.2 CONSTRUCTION SUPPORT

The MT team will provide assistance to the City during construction of the project. The work may include responding to Requests for Information (RFIs) by the contractor, providing consultation and interpretation of the contract documents, preparing Contract Change Orders (CCOs), reviewing shop drawings, and attending construction meetings and field visits. MT has provided a "budget" amount to be used on a time and materials basis as requested by the City. Any time spent beyond this budget will require a contract amendment.

5.3 PREPARE RECORD DRAWINGS

MT will prepare record drawings based on the red-lined as-built drawings submitted by the Construction Manager after completion of construction.

Task 5 Deliverables:

- Record As-Built Drawings

PROJECT ASSUMPTIONS

This scope of work has been prepared using the following assumptions:

- The project will be advertised, awarded, and administered by the City and the City will coordinate reproductions of the bid package.
- No Design Exceptions will be required.
- Encroachment Permit Process will be used for Caltrans review and approvals.
- Project duration through final PS&E is 24 months.
- City required permits acquired by City.
- One project design alternative is assessed through environmental review.
- Right of way appraisals and acquisitions will be provided by City.
- PG&E power lines will not need to be relocated by this project.
- Pre-Construction Record of Survey and Monument Preservation are not included within this scope of work.

No record of survey needed for the land acquisitions?

Task 3.2 of Cost Proposal is ROW Appraisal and Acquisition Support. Does it mean ROW Appraisal Support only.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 20.
SUBJECT: Establish Diagonal On-street Parking on Second Street between Main Street and Lincoln Avenue

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, establishing diagonal on-street parking on Second Street between Main Street and Lincoln Avenue.

Staff Contact:
Stephen Coyle, Deputy Community Development Director, (530) 661-5910, Stephen.Coyle@cityofwoodland.org

Fiscal Impact:
Staff estimates it will cost approximately $10,000 to $15,000 to restripe the parallel parking on the west side of 2nd Street from Main Street to Lincoln Avenue. Funding is proposed to be provided through the Annual Street Maintenance Project, funded through Measure E. The project will add approximately 15 spaces or less than $1,000 per added parking space.

Background:
On December 12th, 2016 the City initiated an update to the Parking Management Plan to address ongoing concerns over a range of Downtown parking and access conditions. Staff conducted a review of the parking conditions that included extensive site investigation of parking conditions at different days and time periods to interviews with local businesses and others on their parking concerns and ideas for improvements. The findings relate to many associated aspects of downtown parking and are summarized as follows:

- An inadequate supply of parking Downtown during peak periods and concerns about the adequacy of future supply when the cinema opens and other new developments emerge;
- Inadequate lighting on specific Downtown streets and public parking lots and concerns about safety when walking to parking at night;
- Employees occupying parking spaces proximate to businesses that depend on those spaces for customers;
- Inadequate way-finding signage that directs visitors to the Downtown and public parking;
- Excessive motor vehicle speeds on specific Downtown streets that reduce pedestrian and vehicle safety, and impede motorists' visibility of business storefronts and their ability to find and access on-street parking; and
- Narrow sidewalk segments that inhibit the safety, comfort, and convenience of pedestrians to and from their parked vehicle to their destination Downtown.

Discussion:
In response to the concerns and issues described above and as outlined in the Presentation on June 6th, 2017, the Parking Management Plan's scope of work consisted of tasks and procedures necessary to investigate, document, and analyze the associated conditions, and to develop a set of potential strategies and programs to address each concern both individually and synergistically.

Among the initial implementation actions recommended was a proposal to add angled parking on the west side of Second Street between Main Street and Lincoln Avenue. This initial action was recommended as it would add approximately 15 additional parking spaces in the center of downtown at a very modest cost (Attachment 2).

The proposed angle zone will also support the goals and purpose of the 2035 General Plan and Downtown Specific Plan to provide better management of parking in Downtown and enhance the overall user experience downtown.

The City's code allows for the establishment of angled on-street parking zones by adoption of Council resolution (Ord. No. 1111, § 6., Sec. 14-7-5. - Angle parking). Staff is therefore requesting City Council consideration of the attached resolution that would establish the west side of Second Street between Main Street and Lincoln Avenue as an angled parking zone.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, establishing diagonal on-street parking on Second Street between Main Street and Lincoln Avenue.

Prepared By: Stephen Coyle, Deputy Community Development Director

Reviewed By: Reviewed by: Ken Hiatt, Assistant City Manager - Community & Economic Development

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
1. Resolution	8/16/2017	Resolution
2. Location Map	8/16/2017	Backup Material

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ESTABLISHING DIAGONAL ON-STREET PARKING ON SECOND STREET BETWEEN MAIN STREET AND LINCOLN AVENUE

WHEREAS, the City of Woodland currently has a parking ordinance, Chapter 14, Article VII, which establishes and regulates the Stopping, Standing, or Parking Restricted or Prohibited on Certain Streets; and

WHEREAS, the City of Woodland desires to increase the number of parking spaces to meet the needs of Downtown residents, businesses, shoppers, and tourists; and

WHEREAS, the City Council can increase parking by establishing an angle-parking zone on the west side of Second Street between Main Street and Lincoln Avenue; and

WHEREAS, the proposed angle parking zone will support the goals and purpose of the 2035 General Plan and Downtown Specific Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND RESOLVES AS FOLLOWS:

Section 1. Purpose. The City Council establishes an angle-parking zone on the west side of Second Street between Main Street and Lincoln Avenue, with signs or pavement markings indicating such angle parking,

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Woodland City Council this 22nd day of August, 2017.

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

Approved as to Form

_____
Kara K. Ueda
City Attorney

Add diagonal parking on the west side of 2nd Street between Main Street and Lincoln Street.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 21.
SUBJECT: Annexation of Property into the Community Facilities District 2004-1 (Spring Lake) and into the Spring Lake Maintenance Community Facilities District

Recommendation for Action:
Staff recommends that the City Council:

(1) Adopt Resolution No. _____, declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for October 3, 2017; and

(2) Adopt Resolution No. _____, declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for October 3, 2017.

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

Fiscal Impact:
No direct fiscal impact results from this action. Once the property is annexed into the Community Facilities District 2004-1 (Spring Lake) and receives Building Unit Allocations, it will generate additional special tax revenue to be used to pay for debt service on outstanding Mello Roos bonds in Spring Lake. Annexation into the Spring Lake Maintenance Community Facilities District will generate additional revenues that contribute to maintenance of the Sports Park.

Background:
In 2004, the City formed Community Facilities District (CFD) 2004-1 (Spring Lake) to allow for the issuance of debt to pay for construction of the necessary infrastructure for the Spring Lake Specific Plan (SLSP). The CFD boundaries at that time were established to include only those properties within the SLSP that had received Building Unit Allocations (BUAs) for development within the first release of Spring Lake. It was intended at that time that, as development progressed and additional releases of BUAs occurred, any properties outside the CFD boundaries would be required to annex as a condition of development.

The park requirement of the SLSP includes acquisition, development and maintenance of 56.4 acres of parks. Included in this acreage is 28 acres of the Sports Park. In 2005 the Spring Lake Maintenance CFD was formed as a mechanism to collect the required costs to meet the maintenance requirement of the Sports Park acreage. The boundaries of this CFD are identical to those of the CFD 2004-1, and future development was likewise intended to annex into this CFD.

Discussion:
The tentative map for Lennar Homes of California, Inc. (owner of the property known as "Oyang South") included conditions of approval that require the property to annex into both the CFD 2004-1 and the Spring Lake Maintenance CFD. The property owner has requested to proceed with annexation.

The first step of the annexation is to approve the Resolutions of Intent to annex this territory into the boundaries of each CFD and to call for public hearings on October 3, 2017 regarding the annexation. Following the public hearings, the property owner being annexed into the CFD will vote to approve the annexations. Because there is only one property owner, they are permitted to, and have indicated that they will, waive the statutory time limits on the election steps so that it may occur immediately following the public hearing.

Maps of the revised CFD boundaries are attached as exhibits to their respective resolutions.

Conclusion:
Staff recommends that the City Council:

(1) Adopt Resolution No. _____, declaring its intent to annex property into Community Facilities District 2004-1 (Spring Lake) and setting a public hearing for October 3, 2017; and

(2) Adopt Resolution No. _____, declaring its intent to annex property into the Spring Lake Maintenance Community Facilities District and setting a public hearing for October 3, 2017.

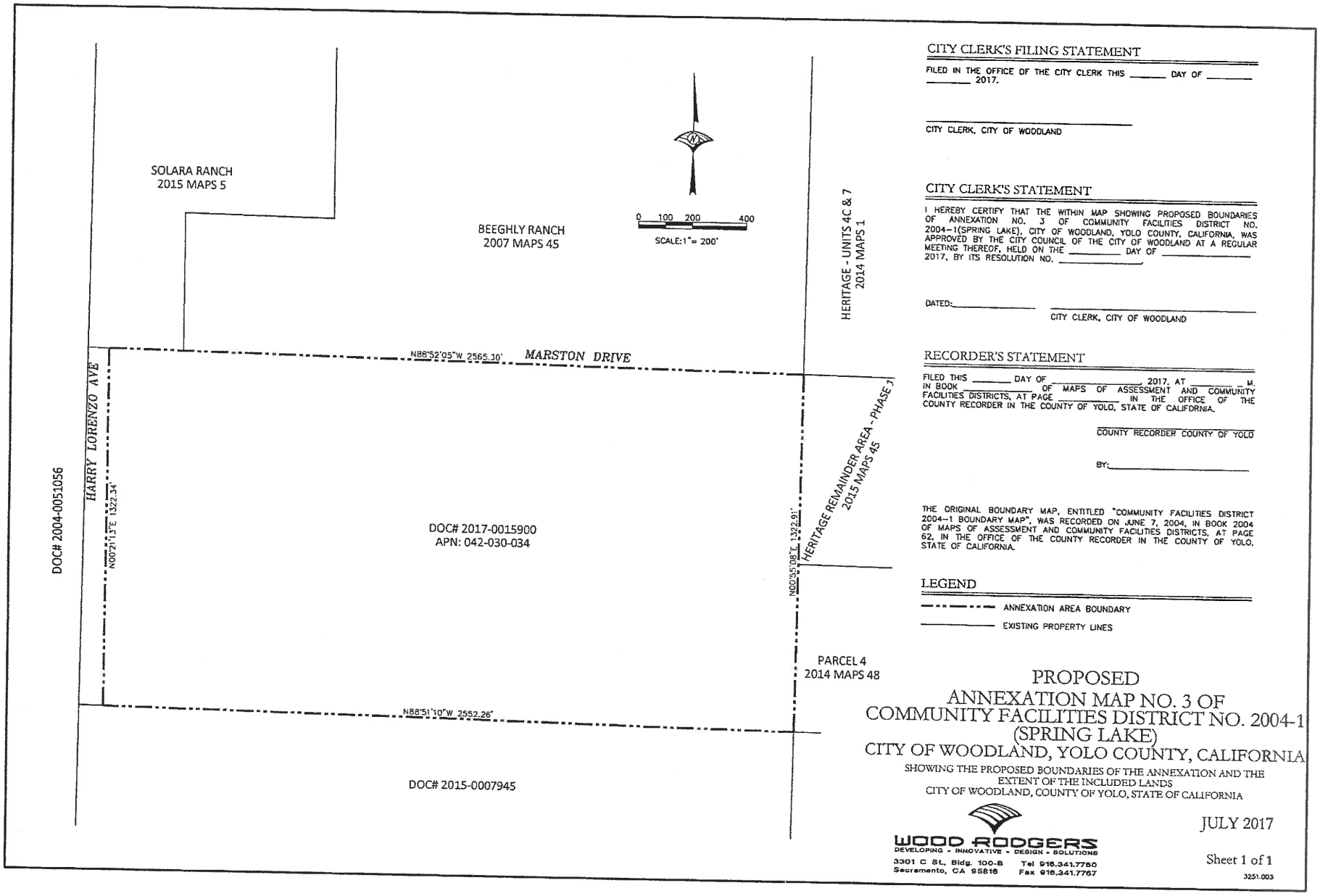
Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Oyang South Spring Lake CFD 2004-1 Annexation No. 3 Map	8/10/2017	Backup Material
Oyang South Spring Lake Maintenance CFD Annexation No. 3 Map	8/10/2017	Backup Material
Woodland (Annex No. 3) - Resolution of Intention to Annex Property into CFD 2004-1 (Spring Lake) (Facilities)	8/10/2017	Resolution
Woodland (Annex No. 3) - Resolution of Intention to Annex Property into Spring Lake Maintenance CFD (Services)	8/10/2017	Resolution



CITY CLERK'S FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ _____ 2017.

_____
CITY CLERK, CITY OF WOODLAND

CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2004-1(SPRING LAKE), CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 2017, BY ITS RESOLUTION NO. _____.

DATED:_____ _____
CITY CLERK, CITY OF WOODLAND

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF YOLO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER COUNTY OF YOLO

BY:_____

THE ORIGINAL BOUNDARY MAP, ENTITLED "COMMUNITY FACILITIES DISTRICT 2004-1 BOUNDARY MAP", WAS RECORDED ON JUNE 7, 2004, IN BOOK 2004 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF YOLO, STATE OF CALIFORNIA.

LEGEND

ANNEXATION AREA BOUNDARY

EXISTING PROPERTY LINES

PROPOSED
ANNEXATION MAP NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 (SPRING LAKE)
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA

SHOWING THE PROPOSED BOUNDARIES OF THE ANNEXATION AND THE EXTENT OF THE INCLUDED LANDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA

JULY 2017

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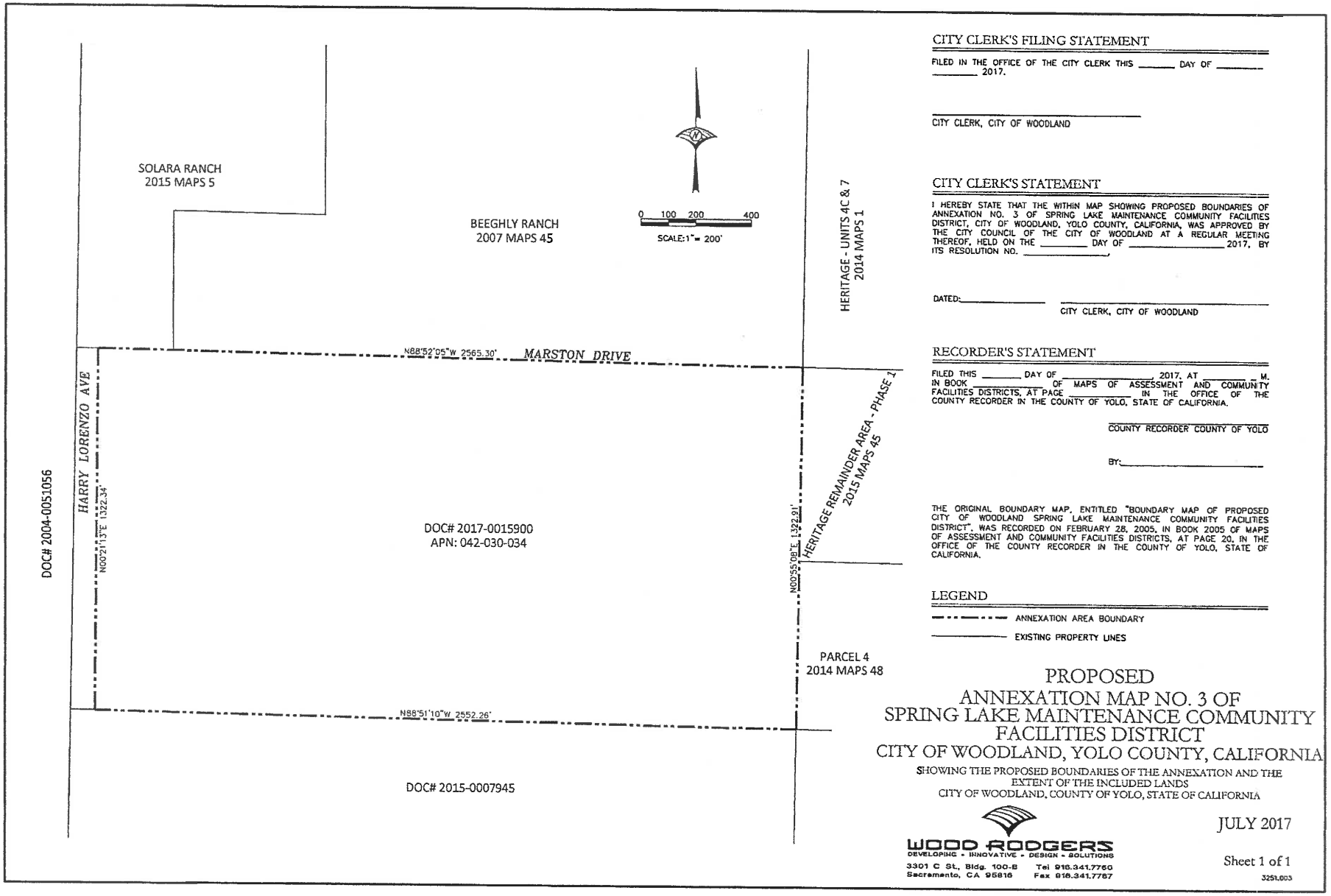
Sheet 1 of 1

3251.003



CITY CLERK'S FILING STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ _____ 2017.

_____
CITY CLERK, CITY OF WOODLAND

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 3 OF SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT, CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 2017, BY ITS RESOLUTION NO. _____.

DATED:_____ _____
CITY CLERK, CITY OF WOODLAND

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2017, AT _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF YOLO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER COUNTY OF YOLO

BY:_____

THE ORIGINAL BOUNDARY MAP, ENTITLED "BOUNDARY MAP OF PROPOSED CITY OF WOODLAND SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT", WAS RECORDED ON FEBRUARY 28, 2005, IN BOOK 2005 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF YOLO, STATE OF CALIFORNIA.

LEGEND

ANNEXATION AREA BOUNDARY

EXISTING PROPERTY LINES

PROPOSED
ANNEXATION MAP NO. 3 OF SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA

SHOWING THE PROPOSED BOUNDARIES OF THE ANNEXATION AND THE EXTENT OF THE INCLUDED LANDS
CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA

JULY 2017

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Sheet 1 of 1

3251.003

CITY OF WOODLAND

RESOLUTION NO. _____
A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT 2004-1 (SPRING LAKE) AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES

Annexation No. 3

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "City Council") of the City of Woodland (the "City"), on June 22, 2004, approved Resolution No. 4559 forming the City of Woodland Community Facilities District No. 2004-1 (Spring Lake) (the "CFD");

WHEREAS, the City Council called a special election for June 22, 2004, at which the questions of levying a special tax, establishing an appropriations limit with respect to the CFD, and the incurrence of a bonded indebtedness of the CFD were submitted to the qualified electors within the CFD;

WHEREAS, on June 22, 2004, the City Council adopted Resolution No. 4560 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED by the City Counsel of the City of Woodland that:

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled "Annexation Map No. 3 of Community Facilities District No. 2004-1 (Spring Lake), City of Woodland, Yolo County, California," which is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described (i) in a map entitled "Community Facilities District 2004-1 Boundary Map," approved by the City Council in Resolution No. 4536 and recorded on June 7, 2004, in Book 2004 at Page 2 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County, (ii) in a map entitled "Annexation Map No. 1 of Community Facilities District 2004-1 (Spring Lake), City of Woodland, Yolo County, California," approved by the City Council in Resolution No. 6401 and recorded on April 9, 2015, in Book 2015 at Page 43 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County, and (iii) in a map entitled "Annexation Map No. 2 of Community Facilities District 2004-1 (Spring Lake), City of Woodland, Yolo County, California," approved by the City Council in Resolution No. 6889 and recorded on July 28, 2017, in Book 2017

at Page 68 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County.

Section 3. Description of Facilities. The facilities proposed to be financed by the CFD (the "Facilities") are described in Exhibit A hereto. The cost of the facilities includes all costs associated with the annexation, the determination of the amount of any taxes, and collection of any taxes; all costs otherwise incurred in order to carry out the authorized purposes of the CFD, and any other expenses incidental to the provision of the services.

Section 4. Determination Regarding Demands for Services. In accordance with Government Code Section 53326(b), the City Council finds and determines that the proposed Facilities are necessary to meet increased demands put upon the City as the result of new development occurring within the territory proposed to be annexed to the CFD.

Section 5. Plan for Sharing Facilities in Common with the Existing CFD. The Facilities that are financed and provided from taxes collected in the CFD will be used by residents of the current CFD and residents of the territory proposed to be annexed (or shared between them) on the same basis.

Section 6. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay the costs of the Facilities for all services to be provided in or for the territory to be annexed, and secured by a continuing lien against all nonexempt real property in the CFD, will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax (the "Special Tax Formula") is set forth in Exhibit B hereto in sufficient detail to allow each landowner or resident within the territory proposed to be annexed to the CFD to estimate the maximum annual amount that such person will be required to pay.

Section 7. No Alteration of the Special Tax Levied in the Existing CFD. No alteration of the special tax currently levied within the existing boundaries of the CFD is proposed.

Section 8. Tax Subject to Election. The levy of the special tax shall be subject to the approval of the qualified electors of the territory proposed to be annexed to the CFD at a special election to be held in the City for such purpose.

Section 9. Private Leaseholds in Public Property. Pursuant to Government Code section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

Section 10 Special Tax Formula. The Finance Director is hereby directed to review the proposed annexation and, if necessary, update the Special Tax Formula on file with the City in order to adequately meet the needs of the territory proposed to be annexed.

Section 11. Notice of Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Tuesday, October 3, 2017, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 11. Publication of Notice of Hearing. The City Clerk shall publish a notice of the hearing once in a newspaper of general circulation in the territory proposed to be annexed to the CFD. Publication shall be completed at least seven days prior to the hearing.

Section 12. Content of Notice. Notice of the hearing shall be in substantially the form attached hereto as Exhibit C.

Section 13. Description of Proposed Voting Procedure. If, at the conclusion of the proposed hearing, the City Council determines to proceed with the annexation, the City Council will order an election to be held by the qualified electors of the territory proposed to be annexed by mailed ballot, with each qualified elector having one vote for each acre or portion of an acre of land that such elector owns, on the questions of levying the special tax and establishing an appropriations limit.

Section 14. City Clerk to Conduct Election. The City Council hereby appoints the City Clerk as the election official to conduct any mailed ballot election held in these proceedings.

Section 15. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on August 22, 2017, by the following vote:

AYES:

NOES:

ABSENT:

_____

City Clerk of the City of Woodland

EXHIBIT A

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Spring Lake)

LIST OF AUTHORIZED FACILITIES

A. PUBLIC IMPROVEMENTS

The following improvements represent the primary facilities that are authorized to be constructed with Mello-Roos CFD Special Tax proceeds. These facilities are representative of the authorized local infrastructure required for development of the Spring Lake Specific Plan area.

(1) Sewer System Improvements

Authorized facilities include any and all sewer system improvements designed to serve the development needs of the Spring Lake area. These facilities may include major collection system, sewer lines (gravity lines and force main), lift station, water wells (for the flushing of sewer lines), maintenance roads, and all other appurtenances related to sewer system improvements.

(2) Water System Improvements

Authorized facilities include any and all water transmission main improvements designed to serve the development needs of the Spring Lake area. These facilities may include water wells, pumping systems, transmission mains, and any other appurtenances related to water system improvements.

(3) Drainage Improvements

Authorized facilities include any or all off –site drainage and storm water conveyance improvements designed to serve the needs of development within the CFD. These facilities include, but are not limited to: pipeline and appurtenances; drainage channels; detention basins/ponds; temporary drainage facilities; water quality improvements (including basins); and related drainage system improvements.

(4) Park Improvements

Authorized facilities include any and all park improvements designed to serve the needs of the Spring Lake area. These facilities may include neighborhood and sports parks, including the development of parks, parkways, bike trails, paths, open space, playing facilities, and any other appurtenances related to park improvements.

(5) Transportation Improvements

Authorized facilities include, but may not be limited to, the following transportation-related improvements:

- Portions of Gibson Road
- Portions of County Road 102
- Portions of Pioneer Avenue
- Parkway Drive
- Portions of East Street
- Portions of County Road 25A
- Portions of County Road 101
- County Road 24C
- Farmer's Central Road

Eligible transportation-related facility improvements include, but are not limited to: grading and paving; existing pavement removal; joint trenches; utility relocations and underground utilities; curbs; gutters; bridge and/or box culvert crossings; street lights and signalization; signage and striping; and median landscaping related thereto.

B. OTHER EXPENSE

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation and environmental remediation/mitigation); land acquisition for authorized CFD facilities; project management; construction staking, utility relocation and demolition cost incident to the construction of the public facilities; cost associated with the creation of the Mello-Roos CFD: issuance of bonds: determination of the amount of taxes; collection of taxes; payment of taxes; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; reimbursements to parties funding infrastructure facilities serving development within the CFD; and, any other expenses incidental to the construction, completion, and inspection of the facilities.

EXHIBIT B

CITY OF WOODLAND
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(Spring Lake)

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2004-1 (Spring Lake) [herein "CFD No. 2004-1"] shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2004-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2004-1 unless a separate Rate, Method of Apportionment, and Manner of Collection of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map, parcel map or other map recorded in the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City carrying out its duties with respect to CFD No. 2004-1 and the Bonds, including, but not limited to, costs of levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into CFD No. 2004-1, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the City in any way related to the establishment or administration of CFD No. 2004-1.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this Rate and Method.

"Affordable Cluster Unit" means a residential unit that is smaller and built at a higher density than indicated by the Specific Plan Land Use Designation for the Parcel in order to meet the City's

affordable housing requirements. The City shall determine, in its sole discretion, whether Affordable Cluster Units are included in each Final Map that is submitted to the City for approval.

"Affordable Multi-Family Property" means a Parcel of Multi-Family Property that is either deed-restricted to maintain the affordability of the residential units within the building or, in the City's sole discretion, otherwise qualifies as affordable housing.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Attachment 1" means Attachment 1 to this Rate and Method, which will be updated regularly by the Administrator as Successor Parcels are created within CFD No. 2004-1, Expected Units/Acres are transferred among Parcels, and additional BUAs are assigned to Parcels above the amount assigned as of CFD Formation.

"Base Maximum Special Tax" means the Maximum Special Tax for each Specific Plan Land Use Designation, as shown in Section C.1 below, that was used to assign the Maximum Special Tax to each Original Parcel at CFD Formation. The Base Maximum Special Tax for Residential Units shown in Section C.1 is also intended to be the final Maximum Special Tax that will be in effect when a Residential Unit is sold to a homeowner, although the actual Maximum Special Tax per Residential Unit may be higher if a mandatory prepayment is not received to offset a Unit/Acre Deficit, as set forth in Section C.3a below.

"Bonds" means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by the City for CFD No. 2004-1 under the Act.

"BUA" means the single family residential building unit allocations assigned by the City to Parcels within CFD No. 2004-1 pursuant to Chapter 26 of the City of Woodland Municipal Code.

"BUA Release" means that the City has allocated additional BUAs to Parcels in CFD No. 2004-1 and, because of the BUA Release, additional Residential Units or High Density Acres can be developed on such Parcels.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2004-1 was adopted by the City Council.

"City" means the City of Woodland.

"City Council" means the city council of the City of Woodland, acting as the legislative body for CFD No. 2004-1.

"County" means the County of Yolo.

"Developed Property" means, in any Fiscal Year, any Parcel of Taxable Property in CFD No. 2004-1 for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

"Development Rights" means, for any Parcel within CFD No. 2004-1, either of the following (i) that BUAs have been assigned to the Parcel based on a BUA Release that has already taken place, (ii) on which single family detached or single family attached affordable units can be built without BUAs being assigned for such units, or (iii) that the Parcel, or a portion thereof, is High-Density Property pursuant to the definition set forth below.

"Duplex/Half-Plex Property" means, in any Fiscal Year, any Parcel of Developed Property for which a building permit was issued for construction of a residential dwelling unit that shares a common wall with one other residential unit.

"Expected Units/Acres" means the number of Residential Units or High-Density Acres within each Specific Plan Land Use Designation that are expected on an Original Parcel in CFD No. 2004-1. The Expected Units/Acres for each Original Parcel as of CFD Formation are shown in Attachment 1 of this Rate and Method. In relation to Successor Parcels, "Expected Units/Acres" means the number of Residential Units or High Density Acres within each Specific Plan Land Use Designation that was assigned by the Administrator to the Successor Parcel when the Original Parcel was subdivided.

"Expected Maximum Special Tax Revenues" means the amount of revenue that would be available in any Fiscal Year if the Maximum Special Tax were levied on the Expected Units/Acres. The Expected Maximum Special Tax Revenues for each Original Parcel as of CFD Formation are shown in Attachment 1 of this Rate and Method. The Administrator shall update the Expected Maximum Special Tax Revenues for each Parcel within the CFD after each BUA Release, and the Administrator shall update Attachment 1 to keep a current record of the Expected Maximum Special Tax Revenues within the CFD.

"Final Map" means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Sections 66410 *et seq*.) that creates Residential Lots. The term "Final Map" shall not include any Assessor's Parcel Map or subdivision map or portion thereof that does not create Residential Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"High Density Acres" means the Acreage of High Density Property.

"High-Density Property" means property with a Specific Plan Land Use Designation of R-15, R-20 or R-25.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C, that can be levied in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, any Parcel of Developed Property for which a building permit was issued for construction of a residential structure with three or more residential units that share common walls, all of which are offered for rent to the general public.

"Original Parcel" means an Assessor's Parcel in CFD No. 2004-1 at the time of CFD Formation or added to the CFD upon annexation, as identified in Attachment 1 (which shall be updated after each annexation). A Successor Parcel that is being further subdivided shall also be considered an Original Parcel for purposes of determining the Maximum Special Taxes pursuant to Section C below.

"Proportionately" means that the ratio of the actual Special Tax levied in a Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels within a class of property (Developed Property, Small Lot Tentative Map Property or Undeveloped Property).

"Public Property" means any property within the boundaries of CFD No. 2004-1 that is owned by the federal government, State of California, City, County or other public agency.

"Rate and Method" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Residential Lot" means a Parcel within a Final Map on which an individual Residential Unit, single family attached building, condominium unit, or multi-family building can be constructed without further subdivision of the Parcel.

"Residential Unit" means a single family detached residential dwelling unit or, for Duplex/Half-Plex Property, an individual residential dwelling unit that shares a common wall with another unit.

"Small Lot Tentative Map" means a map that is made for the purpose of showing the design of a proposed subdivision, including the individual Residential Lots that are expected within the subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Property" means, in any Fiscal Year, all Parcels which are included within a Small Lot Tentative Map that was approved by June 30 of the prior Fiscal Year (including any such maps that have subsequently expired), and which have not yet become Developed Property.

"Special Tax" means any tax levied pursuant to the Act on property within CFD No. 2004-1.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay the principal of and interest on Bonds that is due in the calendar year that begins in such Fiscal Year; (ii) create and/or replenish reserve funds for the Bonds; (iii) cure any delinquencies in the payment of the principal of or interest on Bonds that have occurred in the prior Fiscal Year or, based on existing delinquencies in the payment of Special Taxes, are expected to occur in the Fiscal Year in which the tax will be collected; (iv) pay Administrative Expenses; and (v) pay the costs of public improvements and public infrastructure authorized to be financed by CFD No. 2004-1. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Specific Plan Land Use Designation" means the land use designation dictated by the Spring Lake Specific Plan, as determined in the sole discretion of the City. For purposes of designating the Expected Land Uses in Attachment 1, Duplex/Half-Plex Property and Affordable Cluster Units shall also be considered a Specific Plan Land Use Designation.

"Successor Parcel" means a Parcel of Taxable Property created from an Original Parcel or another Successor Parcel by subdivision or lot line adjustment.

"Taxable Non-Residential Property" means, in any Fiscal Year, any Assessor's Parcel of Developed Property that: (i) had a building permit issued prior to January 1 of the prior Fiscal Year for construction of a commercial or industrial building, and (ii) had, in prior Fiscal Years, been developed and taxed as residential property or designated for Residential Units or High-Density Acres in the Spring Lake Specific Plan. If a Parcel that had been designated for Residential Units or High-Density Acres is subsequently designated for non-residential development, the Parcel will not become Taxable Non-Residential Property if, in the City's sole discretion, the Expected Units/Acres from that Parcel were shifted to another Parcel with no resulting decrease in the Expected Maximum Special Tax Revenues associated with those Expected Units/Acres.

"Taxable Property" means any Assessor's Parcel within the boundaries of CFD No. 2004-1 that is not exempt from the Special Tax pursuant to law or Section F below.

"Undeveloped Property" means, in any Fiscal Year, any Parcel of Taxable Property within CFD No. 2004-1 that is not Developed Property or Small Lot Tentative Map Property, as defined above.

"Unit/Acre Deficit" means the difference between the Expected Units/Acres within each Specific Plan Land Use Designation for a particular Parcel and the number of Residential Units

and High-Density Acres within each Specific Plan Land Use Designation indicated on a Final Map for the Parcel to the extent such Unit/Acre Deficit is not offset by a Residential Unit or High-Density Acre transfer pursuant to Section C.5 of this Rate and Method. The City shall determine, in its sole discretion, whether a Unit/Acre Deficit exists pursuant to the steps set forth in Section C below.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for Taxable Property within CFD No. 2004-1. Each Fiscal Year, the Administrator shall also (i) categorize each Parcel of Taxable Property as Developed Property, Small Lot Tentative Map Property or Undeveloped Property, (ii) determine if Parcels of Multi-Family Property are Affordable Multi-Family Property, (iii) determine if there are Parcels of Taxable Non-Residential Property in CFD No. 2004-1, and (iv) calculate the Special Tax Requirement for the Fiscal Year.

In addition, on an ongoing basis, the Administrator shall track the subdivision of Original Parcels and Successor Parcels within CFD 2004-1, meet with the City to determine how the Expected Units/Acres should be allocated among Successor Parcels, determine if there has been an additional BUA Release, determine whether transfers of Expected Units/Acres have occurred pursuant to Section C.5 below, and update Attachment 1 to reflect new Parcel numbers and the current allocation of Expected Units/Acres among the Parcels.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2004-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Original Parcel or Successor Parcel that was subdivided by recordation of the parcel map. Similarly, if a portion of a Parcel is included in an approved Small Lot Tentative Map while the remainder of the Parcel is Undeveloped Property, the Administrator shall separately calculate the Special Tax that applies to the Small Lot Tentative Map Property and the Undeveloped Property within the Parcel, and the Special Tax levied on the Parcel shall be the sum of the two figures.

C. MAXIMUM SPECIAL TAX

1. Base Maximum Special Tax

The Fiscal Year 2004-05 Base Maximum Special Taxes shown in Table 1 below were used to determine the Expected Maximum Special Tax Revenues from each Original Parcel as of CFD

Formation and shall be used to allocate the Maximum Special Tax to Successor Parcels as explained below in this Section C.

TABLE 1	
Zoning Designation	**Base Maximum Special Tax (Fiscal Year 2004-05)***
R-3	$1,975 per Residential Unit
R-4	$1,900 per Residential Unit
R-5	$1,700 per Residential Unit
R-8	$1,400 per Residential Unit
Duplex/Half-Plex Property	$1,400 per Residential Unit
Affordable Cluster Units	$667 per Residential Unit
R-15	$10,000 per Acre
R-20	$9,200 per Acre
R-25	$9,200 per Acre

On July 1, 2005 and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

Once a Special Tax has been levied on a Parcel of Developed Property, the Maximum Special Tax applicable to that Parcel shall not be reduced in future Fiscal Years regardless of changes in land use on the Parcel. Notwithstanding the foregoing, the actual Special Tax levied on a Parcel of Developed Property in any Fiscal Year may be less than the Maximum Special Tax if a lower Special Tax is calculated pursuant to Step 1 in Section D below.

2. Original Parcels

The Maximum Special Tax as of CFD Formation for each Original Parcel in CFD No. 2004-1 is identified in Attachment 1. Thereafter, the Parcels and Expected Units/Acres within each Specific Plan Land Use Designation and the Maximum Special Tax assigned to each Original Parcel may be revised due to lot line adjustments, tentative map revisions, changes in BUA assignments, rezonings, an additional BUA Release or Expected Unit/Acre transfers (as discussed in Section C.5 below) as long as such revisions do not reduce the Expected Maximum Special Tax Revenues available within

the CFD. Revisions to the number of Expected Units/Acres shall be allowed at the City's discretion after receipt of a written request from the owners of Parcels affected by the revision.

3. Successor Parcels

When a Final Map is submitted to the City that will result in the subdivision of an Original Parcel, the Administrator shall compare the land uses proposed for the Successor Parcels to the land uses that had been expected for the Original Parcel, based on reference to Attachment 1. ***Prior to approval of the Final Map***, the Maximum Special Tax shall be determined for each Successor Parcel as follows:

a. <u>All Successor Parcels are Residential Lots</u>

If all Successor Parcels are Residential Lots, the Maximum Special Tax for each Successor Parcel shall be determined as follows:

(i) If the total number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation proposed on the Successor Parcels is ***greater than or equal to*** the Expected Units/Acres for that Original Parcel (as shown in Attachment 1), the Maximum Special Tax for each Successor Parcel shall be determined by multiplying the Base Maximum Special Tax for each Specific Plan Land Use Designation from Table 1 above by the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation expected on each Successor Parcel.

(ii) If the total number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation proposed on the Successor Parcels is ***less than*** the Expected Units/Acres within each Specific Plan Land Use Designation for that Original Parcel (as shown in Attachment 1), the Maximum Special Tax for each Successor Parcel shall be determined by multiplying the Base Maximum Special Tax for each Specific Plan Land Use Designation from Table 1 above by the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation expected on each Successor Parcel. In addition, the Administrator shall identify the Unit/Acre Deficit and, <u>prior to recordation of the Final Map</u>, the landowner shall be required to prepay the Maximum Special Tax associated with the Unit/Acre Deficit per the formula provided in Section G.

Notwithstanding the above, if there was not a Unit/Acre Deficit based on the proposed Final Map, but the number of Residential Units or High-Density Acres within each Specific Plan Land Use Designation shifted resulting in a reduction in the Expected Maximum Special Tax Revenues, a mandatory prepayment shall still be required to make up for the loss in revenues. In such case, the Maximum Special Tax to be used in Step 1 of the prepayment formula set forth in Section G

below shall be the dollar amount by which the Expected Maximum Special Tax Revenues were reduced due to the change in Specific Plan Land Use Designation.

If, for any reason, a Final Map is recorded that will result in a reduction in the Expected Maximum Special Tax Revenues, and the mandatory prepayment was not collected prior to the recordation, the amount of the prepayment that should have been collected may be spread on a per-acre basis and included on the next property tax bill for all Assessor's Parcels within the Final Map. Alternatively, the Maximum Special Tax on Residential Lots within the Final Map that have not yet been sold to individual homebuyers may be increased until the amount that can be collected from all property within the Final Map is equal to the Expected Maximum Special Tax Revenues for that area.

b. Some, But Not All, Successor Parcels are Residential Lots

If some, but not all, Successor Parcels are Residential Lots, the Administrator shall apply the following steps to determine Maximum Special Tax for each Successor Parcel:

(i) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the portion of the Original Parcel that is being subdivided into Residential Lots and apply steps (i) and (ii) from Section C.3.a above to calculate the Maximum Special Tax for the Successor Parcels created from that portion of the Original Parcel. The Administrator shall also determine whether a Unit/Acre Deficit exists based on the number of Expected Units/Acres within each Specific Plan Land Use Designation for the portion of the Original Parcel compared to the number of Residential Units and High-Density Acres within each Specific Plan Land Use Designation that would result from the proposed Final Map. If a Unit/Acre Deficit or change in Specific Plan Land Use Designation is proposed that would reduce the Expected Maximum Special Tax Revenues from that portion of the Original Parcel, a mandatory prepayment will be required to offset such reduction. Alternatively, the Maximum Special Tax on Residential Lots within the Final Map that have not yet been sold to individual homebuyers may be increased until the amount that can be collected from all property within the Final Map is equal to the Expected Maximum Special Tax Revenues for that area.

(ii) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the other Successor Parcels created from the subdivision of the Original Parcel, and apply the direction set forth in Sections C.3.c or C.3.d, as appropriate.

c. Taxable Non-Residential Property and Public Property

If a Successor Parcel that had been assigned Expected Units/Acres becomes Taxable Non-Residential Property or Public Property, and the Expected Units/Acres have not been transferred to another Parcel of Taxable Property, the Administrator shall determine the Maximum Special Tax for the Parcel as follows:

(i) Determine the Expected Units/Acres within each Specific Plan Land Use Designation for the Successor Parcel.

(ii) Multiply the Base Maximum Special Tax from Section C.1 by the number of Expected Units/Acres within each Specific Plan Land Use Designation for the Parcel.

d. Property Subject to Further Subdivision or Future BUA Release

If a Successor Parcel will be further subdivided prior to issuance of building permits, the Maximum Special Tax assigned to the Successor Parcel shall be determined by multiplying the number of Expected Units/Acres within each Specific Plan Land Use Designation for the Successor Parcel by the Base Maximum Special Tax for each Specific Plan Land Use Designation as set forth in Section C.1. Notwithstanding the foregoing, if the City determines that a Successor Parcel has no Development Rights until there is an additional BUA Release, such Successor Parcel shall not have a Maximum Special Tax assigned to it and shall not be subject to a Special Tax levy until such BUA Release takes effect. Notwithstanding the foregoing, if only a portion of a Successor Parcel cannot be developed until a future BUA Release, the full Parcel shall be subject to the Special Tax levy based on the Development Rights that are already assigned to the Parcel.

In determining the Maximum Special Tax for any Successor Parcel, the City shall make the final determination of the Expected Units/Acres within each Specific Plan Land Use Designation. In no event shall a transfer of Expected Units/Acres among Parcels result in a reduction in the total Expected Maximum Special Tax Revenues for CFD No. 2004-1, as identified in Attachment 1.

4. Parcels Annexed into CFD No. 2004-1

Any Parcel annexed into CFD No. 2004-1 shall be assigned a number of Expected Units/Acres and a corresponding Maximum Special Tax in accordance with the annexation documents adopted by the City Council. The Parcel shall thereafter be treated as an Original Parcel for purposes of this Rate and Method, and the Administrator shall update Attachment 1 to include the new Parcel(s).

5. Unit/Acre Transfers

If a landowner proposes reducing the number of Expected Units/Acres on one Parcel and increasing the Expected Units/Acres on another Parcel, the City may allow such a transfer of Expected Units/Acres and the corresponding Expected Maximum Special Tax Revenues if both of the following conditions are met: (i) any decrease in one Parcel's Expected Maximum Special Tax Revenues is offset by an equal increase in the Expected Maximum Special Tax Revenues assigned to other Parcels, and (ii) written consent has been received by the City from all owners of Parcels affected by the transfers. After the transfers have been approved by the City, the

Administrator shall update Attachment 1 to reflect the new assignments. This Section C.5 does not relate to the transfer of BUAs among property owners, which will be handled separately by the City.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and a Special Tax shall be levied according to the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Fiscal Year determined pursuant to Section C until the amount levied on Developed Property is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after applying Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Small Lot Tentative Map Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Small Lot Tentative Map Property determined pursuant to Section C.

Step 3: If additional revenue is needed after applying Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property within CFD No. 2004-1 up to 100% of the Maximum Special Tax for such Undeveloped Property determined pursuant to Section C.

E. MANNER OF COLLECTION OF THE SPECIAL TAX

The Special Taxes for CFD No. 2004-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that prepayments are permitted as set forth in Section G below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until the principal of and interest on Bonds have been repaid and authorized facilities to be constructed directly from Special Taxes proceeds have been completed. However, in no event shall Special Taxes be levied after Fiscal Year 2049-2050. Under no circumstances may the Special Tax on one Parcel be increased by more than ten percent (10%) as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels.

F. EXEMPTIONS

Notwithstanding any other provisions of the Rate and Method, no Special Tax shall be levied on: (i) Public Property, except as otherwise provided in the Act and in Section C.3.c of this Rate and Method, (ii) Parcels that have prepaid the Special Tax obligation and had a Release of Special Tax Lien recorded against the property, (iii) Parcels developed with non-residential land uses if such Parcels are not determined to be Taxable Non-Residential Property, (iv) Parcels of Affordable Multi-Family Property, and (v) Parcels that, in the City's sole discretion, do not have Development Rights and, because of this lack of Development Rights, are not able to develop until a future BUA Release takes place.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Future Facilities Costs" means the Public Facilities Requirement (as defined below) minus public facility costs funded by Previously Issued Bonds (as defined below), interest earnings on the construction fund actually earned prior to the date of prepayment, Special Taxes collected to directly fund authorized facilities, developer equity, and/or any other source of funding.

"Outstanding Bonds" means all Previously Issued Bonds that remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding, that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of **"Outstanding Bonds"** for purposes of the prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued with respect to CFD No. 2004-1 prior to the date of prepayment.

"Public Facilities Requirement" means either $30,500,000 in 2004 dollars, which shall increase by the greater of (i) the percentage increase, if any, in the construction cost index for the San Francisco region for the prior twelve (12) month period as published in the Engineering News Record or other comparable source if the Engineering News Record is discontinued or otherwise not available, or (ii) three percent (3%) on January 1, 2004, and on each January 1 thereafter, or such other number as shall be determined by the City as sufficient to fund public facilities to be provided by CFD No. 2004-1 under the authorized bonding program for CFD No. 2004-1. Notwithstanding the foregoing, after each BUA Release, the Administrator shall recalculate the Public Facilities Requirement to include the estimated public facilities costs that will be funded by the increased Expected Maximum Special Tax Revenue that is generated from the Residential Units and High Density Acres that were added to the Expected Land Uses by the BUA Release. In addition, a separate

Public Facilities Requirement shall be identified by the City for property that annexes into CFD No. 2004-1 in future years.

The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 2004-1 may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that (i) a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment, and (ii) the Special Tax obligation shall not be fully released from a Parcel if such Parcel is expected to be subject to a Special Tax levy after a future BUA Release. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City shall notify such owner of the prepayment amount for such Assessor's Parcel. Prepayment must be made not less than 60 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus:	Future Facilities Amount
plus:	Redemption Premium
plus:	Defeasance Requirement
plus:	Administrative Fees and Expenses
plus:	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the District. The Maximum Special Tax for the Parcel shall include the Expected Units/Acres assigned to the Parcel from all BUA Releases that have taken place as of the date the prepayment is calculated.

If this Section G is being applied to effect a mandatory prepayment pursuant to Section C above, use, for purposes of this Step 1, the amount by which the Expected Maximum Special Tax Revenues have been reduced due to the Unit Deficit or change in Specific Plan Land Use Designation that required the mandatory prepayment.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the then-current Expected Maximum Special Tax Revenues for the entire CFD, which shall take into account the Maximum Special Tax Revenues that can be collected from the Expected Units/Acres from all BUA Releases that have taken place as of the date the prepayment is calculated.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "***Bond Redemption Amount***").

Step 4. Compute the current Future Facilities Costs.

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Future Facilities Costs to be prepaid (the "***Future Facilities Amount"***).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the ***"Redemption Premium").***

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds, which, depending on the Bond offering document, may be as early as the next interest payment date.

Step 8. Compute the amount of interest the City reasonably expects to derive from the reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9. Take the amount computed pursuant to Step 7 and subtract the amount computed pursuant to Step 8 (the "***Defeasance Requirement***").

Step 10. The administration fees and expenses of CFD No. 2004-1 are as calculated by the City and include the costs of computing the prepayment, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "***Administrative Fees and Expenses***").

Step 11. A reserve fund credit shall be calculated equal to the amount of the reduction, if any, in the applicable reserve fund for the Outstanding Bonds to be made as a result of the redemption of Bonds pursuant to the prepayment (the "***Reserve Fund Credit***").

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the " ***Prepayment Amount***").

H. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method.

ATTACHMENT 1

Expected Units/Acres and Expected Maximum Special Tax Revenues For Original Parcels

Developer or Owner as of CFD Formation	Assessor's Parcel Number for Original Parcel	Land Use Designation	Expected Residential Units or High-Density Acres as of 3/6/2015	Base Maximum Special Tax (FY 2014-15) /1	Ex Ma Spe Re (FY 2
Prudler Sievers	041-070-43	R-5	136 units	$2,072 per unit	
		Duplex/Halfplex	18 units	$1,707 per unit	
		R-15	2.1 acres	$12,190 per acre	
Merritt	042-010-51	R-5	42 units	$2,072 per unit	
		Duplex/Halfplex	4 units	$1,707 per unit	
		R-20	2.8 acres	$11,215 per acre	
Heidrick	042-010-05	R-5	127 units	$2,072 per unit	
		R-8	14 units	$1,707 per unit	
		Duplex/Halfplex	14 units	$1,707 per unit	
		R-25	0 acres	$11,215 per acre	
TOC-160 (East)	042-010-58	R-5	220 units	$2,072 per unit	
		R-8	103 units	$1,707 per unit	
		Duplex/Halfplex	45 units	$1,707 per unit	
		Affordable Cluster	10 units	$813 per unit	
TOC-160 (West)	042-010-59	R-5	113 units	$2,072 per unit	
		R-8	187 units	$1,707 per unit	
		Duplex/Halfplex	26 units	$1,707 per unit	
		R-20	0 acres	$11,215 per acre	
Beeghly	042-010-44	R-4	75 units	$2,316 per unit	
		R-5	194 units	$2,072 per unit	
		R-8	5 units	$1,707 per unit	
		Duplex/Halfplex	28 units	$1,707 per unit	
		Affordable Cluster	10 units	$813 per unit	
		R-15	3.5 acres	$12,190 per acre	
Russell	042-030-14	R-3	67 units	$2,408 per unit	
		R-4	270 units	$2,316 per unit	
		Affordable Cluster	26 units	$813 per unit	
		R-15	4.69 acres	$12,190 per acre	
Hollman	042-010-18	R-20	4.38 acres	$11,215 per acre	
Hollman	042-010-17	R-15	4.2 acres	$12,190 per acre	
Total Expected Maximum Special Tax Revenues					

/1 Includes expected land use changes as of January 1, 2014.

EXHIBIT C

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC FACILITIES

NOTICE IS HEREBY GIVEN that the City Council of the City of Woodland on August 22, 2017, adopted its Resolution No. ___, in which it declared its intention to annex territory to existing Community Facilities District No. 2004-1 (Spring Lake) (the "CFD"), and to levy a special tax to pay for certain public facilities, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of facilities to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, City Hall, 300 First Street, Woodland, California 95695.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed Tuesday, October 3, 2017, at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

Dated: _____, 2017

_____
Ana Gonzalez, City Clerk

CITY OF WOODLAND

RESOLUTION NO. _____
A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO THE SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN MAINTENANCE SERVICES

Annexation No. 3

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "City Council") of the City of Woodland (the "City"), on March 22, 2005, approved Resolution No. 4622 forming the City of Woodland Spring Lake Maintenance Community Facilities District (the "CFD");

WHEREAS, the City Council called a special election for March 22, 2005, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD;

WHEREAS, on March 22, 2005, the City Council adopted Resolution No. 4624 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the propositions presented, and such propositions passed; and

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED by the City Counsel of the City of Woodland that:

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled "Annexation Map No. 3 of Spring Lake Maintenance Community Facilities District, City of Woodland, County of Yolo, California," which is on file with the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described (i) in a map entitled "Boundary Map of Proposed City of Woodland Spring Lake Maintenance Community Facilities District," approved by the City Council in Resolution No. 4622 and recorded on February 28, 2005, in Book 2005 at Page 20 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County, (ii) in a map entitled "Annexation Map No. 1 of Spring Lake Maintenance Community Facilities District, City of Woodland, County of Yolo, California" approved by the City Council in Resolution No. 6402 and recorded on April 9, 2015, in Book 2015 at Page 44 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County, and (iii) in a map entitled "Annexation Map No. 2 of Spring Lake Maintenance Community Facilities District, City of Woodland, County of Yolo, California" approved by the City Council in

Resolution No. 6890 and recorded on July 28, 2017, in Book 2017 at Page 69 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of Yolo County.

Section 3. Description of Services. The type of services to be provided in the territory proposed to be annexed to the CFD is the same as those provided in the existing CFD and are described in Exhibit A hereto. The services authorized to be financed by the CFD are in addition to those currently provided in the territory of the CFD and do not supplant services already available within that territory.

Section 4. Determination Regarding Demands for Services. In accordance with Government Code Section 53326(b), the City Council finds and determines that the services to be provided are necessary to meet increased demands put upon the City as the result of new development occurring within the territory proposed to be annexed to the CFD.

Section 5. Plan for Providing Services. The public services that are financed by taxes collected in the CFD will be provided to residents of the current CFD and residents of the territory proposed to be annexed on the same basis.

Section 6. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay for all services (including incidental expenses) to be provided in or for the territory to be annexed, and secured by a continuing lien against all nonexempt real property in the CFD, will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax (the "Special Tax Formula") is set forth in Exhibit B hereto in sufficient detail to allow each landowner or resident within the territory proposed to be annexed to the CFD to estimate the maximum annual amount that such person will be required to pay.

Section 7. No Alteration of the Special Tax Levied in the Existing CFD. No alteration of the special tax currently levied within the existing boundaries of the CFD is proposed.

Section 8. Tax Subject to Election. The levy of the special tax shall be subject to the approval of the qualified electors of the territory proposed to be annexed to the CFD at a special election to be held in the City for such purpose.

Section 9. Private Leaseholds in Public Property. Pursuant to Government Code section 53340.1, the special tax shall be levied against all leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

Section 10 Special Tax Formula. The Finance Director is hereby directed to review the proposed annexation and, if necessary, update the Special Tax Formula on file with the City in order to adequately meet the needs of the territory proposed to be annexed.

Section 11. Notice of Hearing. The City Council hereby fixes 6:00 p.m., or as soon thereafter as practicable, on Tuesday, October 3, 2017, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 11. Publication of Notice of Hearing. The City Clerk shall publish a notice of the hearing once in a newspaper of general circulation in the territory proposed to be annexed to the CFD. Publication shall be completed at least seven days prior to the hearing.

Section 12. Content of Notice. Notice of the hearing shall be in substantially the form attached hereto as Exhibit C.

Section 13. Description of Proposed Voting Procedure. If, at the conclusion of the proposed hearing, the City Council determines to proceed with the annexation, the City Council will order an election to be held by the qualified electors of the territory proposed to be annexed by mailed ballot, with each qualified elector having one vote for each acre or portion of an acre of land that such elector owns, on the questions of levying the special tax and establishing an appropriations limit.

Section 14. City Clerk to Conduct Election. The City Council hereby appoints the City Clerk as the election official to conduct any mailed ballot election held in these proceedings.

Section 15. Effective Date. This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED on August 22, 2017, by the following vote:

AYES:

NOES:

ABSENT:

_____

City Clerk of the City of Woodland

EXHIBIT A

Description of Services

The services (the "Services") described below are proposed to be financed by the City of Woodland Spring Lake Maintenance Community Facilities District (the "District") of the City of Woodland (the "City"). The cost of the Services shall include incidental expenses, including costs associated with forming the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, and costs incurred in order to carry out the authorized purposes of the District.

Services

The Services to be financed are the maintenance of the Facilities. Maintenance services include, but are not limited to, sports park maintenance, including but not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lot and park roadway. The costs of Services shall include the costs of labor, material, administration, personnel, equipment, and utilities.

EXHIBIT "B"

CITY OF WOODLAND
SPRINGLAKE MAINTENANCE COMMUNITY FACILITES DISTRICT
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of the City of Woodland Spring Lake Maintenance Community Facilities District ("CFD") shall be levied on all Assessor's Parcels in the CFD and collected each Fiscal Year commencing in Fiscal Year 2005-06 in an amount determined through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. **DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final or other map recorded in the Office of the County Recorder.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the actual or estimated costs incurred by the City, acting for and on behalf of the CFD as the administrator thereof, to determine, levy and collect the Special Taxes, including salaries and benefits of City employees to the extent that such employees provide administrative services to the CFD and a proportionate amount of the City 's general administrative overhead related thereto; the fees of consultants and legal counsel providing services related to the administration of the CFD; the costs of collecting installments of the Special Taxes; and any other costs required to administer the CFD as determined by the City .

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map, excluding lettered lots thereon, that were recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a building permit prior to the March 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD" means the City of Woodland Spring Lake Maintenance Community Facilities District.

"City" means the City of Woodland.

"Council" means the city council of the City of Woodland, acting as the legislative body of the CFD.

"County" means the County of Yolo, California.

"Developed Property" means all Taxable Property for which a building permit was issued prior to January 1 of the preceding Fiscal Year.

"District General Manager" means the General Manager for the City of Woodland or his or her designee.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Final Map" means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates Residential Lots.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Gross Acres" means, for an Assessor's Parcel of Taxable Property which is not located on a Final Map, equal to the Acres for such Assessor's Parcel. The Gross Acres for each Lot or Dwelling Unit, of Residential Property that is located on a Final Map, and for which a building permit may be or has been issued for purposes of constructing one or more Dwelling Units, shall be computed by dividing the Final Map Acres by the number of such Lots or Dwelling Units. The Gross Acres for each Assessor's Parcel of Non-Residential Property that is located within a Final Map shall be determined by allocating the applicable Final Map Acres pro rata on the basis of the Acres for each such Assessor's Parcel.

"Land Use Class" means any of the classes listed in Table 1.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that may be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Mixed Use Property" means all Assessor's Parcels that have been classified by the County to allow both Residential Property and Non-Residential Property uses on each such Assessor's Parcel. For an Assessor's Parcel of Mixed Use Property, each Land Use Class thereon is subject to taxation pursuant to the provisions of Section C regardless of the geographic orientation of such Land Use Classes on such Assessor's Parcel.

"Multi-Family Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for a residential structure consisting of two or more residential units that share common walls, including, but not limited to, duplexes, triplexes, townhomes, condominiums, and apartment units.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for a structure or structures for non-residential use.

"Operating Fund" means a fund that shall be maintained for the CFD for each Fiscal Year to pay for Park Maintenance and Administrative Expenses.

"Operating Fund Requirement" means, for any Fiscal Year, the sum of the applicable Park Maintenance Requirement.

"Park Maintenance" means the labor, material, administration, personnel, equipment and utilities necessary to maintain the Sports Park improvements, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, playground equipment and associated appurtenant facilities located within the Sports Park.

"Park Maintenance Requirement" means, for any Fiscal Year in which Special Taxes are levied, the amount equal to the budgeted costs for Park Maintenance applicable to the CFD for such Fiscal Year.

"Property Owner Association Property" means any property within the CFD boundaries that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property within each Land Use Class.

"Public Property" means any property within the CFD boundaries that is, at the time of the CFD formation, expected to be used for any public purpose and is owned by or dedicated to the federal government, the State, the County, the City or any other public agency.

"Reserve Fund" means a fund that shall be maintained for the CFD for each Fiscal Year to provide necessary cash flow for the first six months of each Fiscal Year, reserve capital to cover monitoring, maintenance and repair cost overruns and delinquencies in the payment of Special Taxes and a reasonable buffer to prevent large variations in annual Special Tax levies.

"Reserve Fund Requirement" means an amount equal to up to 100% of the Operating Fund Requirement for any Fiscal Year.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one residential dwelling unit.

"Special Tax" means the Special Tax levied pursuant to the provisions of sections C and D below in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property in the CFD to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount required in any Fiscal Year for the CFD to: (a) (i) pay the Park Maintenance Requirement; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish the Reserve Fund to the Reserve Fund Requirement; (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (b) a credit for funds available to reduce the annual Special Tax levy, including the excess, if any, in the Reserve Fund above the Reserve Fund Requirement.

"Sports Park" means 28.39 Acres of the 34 Acre park located south of Farmers Central Road, east of Highway 113 and west of Road 101 or other location as determined by the City.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels of Residential Property, Multi-Family Property, Non-Residential Property, Approved Property, Undeveloped Property, and Taxable Property Owner

Association Property within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or as defined below.

"Tax-Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax-Exempt Property includes: (i) Public Property, or (ii) Property Owner Association Property, or (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

"Taxable Property Owner Association Property" means all Association Property which is not exempt from the Special Tax pursuant to Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Approved Property or Taxable Property Owners Association Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the CFD shall be classified as Developed Property, Approved Property, Undeveloped Property or Taxable Property Owners Association Property, and shall be subject to Special Taxes pursuant to Sections C and D below. Developed Property shall be further assigned to a Land Use Class as specified in Table 1. Once the Land Use Class of an Assessor's Parcel of Residential Property, Multi-Family or Mixed Use Property is determined it cannot be changed.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2004-1

Land Use Class	Description	Maximum Special Tax
1	Residential Property	$135.00 per Dwelling Unit
2	Multi-Family Property	$112.00 per Dwelling Unit
3	Non-Residential Property	$411.00 per Acre

Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that may be levied on all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's shall determine the allocation to each Land Use Class.

2. **Approved Property, Undeveloped Property and Taxable Property Owner Association Property**

The Maximum Special Tax for Approved Property, Undeveloped Property and Taxable Property Owner Association Property shall be $823.00 per Acre.

3. **Annual Escalation of Maximum Special Tax**

The Maximum Special Tax as shown in the tables above that may be levied on each Assessor's Parcel in The CFD shall be increased each Fiscal Year beginning in Fiscal Year 2006-07 and thereafter by a factor equal to the annual percentage increase in the Engineering News Record Common Labor Cost Index rate.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2005-06, and for each following Fiscal Year, the Council shall levy the CFD Special Tax at the rates established pursuant to steps 1 through 4 below so that the amount of the Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied proportionately on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the Special Tax shall be levied proportionately on each Assessor's Parcel of Taxable Property Owner Association Property at up to 100% of the Maximum Special Tax for Taxable Property Owner Association Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent annually up to the Maximum Special Tax as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

E. EXEMPTIONS

The CFD Administrator shall classify as exempt property (i) Assessor's Parcels defined as Public Property, and (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement.

The CFD Administrator shall classify as exempt property those Assessor's Parcels defined as Property Owner's Association Property provided that no such classification would reduce the sum of all taxable Property to less than 605 Acres. Assessor's Parcels defined as Property Owner Association Property that cannot be classified as exempt property will be classified as Taxable Property Owner Association Property and shall be taxed as part of the fourth step in Section D.

The CFD Administrator will assign Tax-Exempt status in the chronological order in which property becomes exempt.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying and vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different

manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the CFD Administrator.

H: **TERM OF SPECIAL TAX**
Taxable Property in the CFD shall remain subject to the Special Tax in Perpetuity.

EXHIBIT C

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC SERVICES

NOTICE IS HEREBY GIVEN that the City Council of the City of Woodland on August 22, 2017, adopted its Resolution No. ___, in which it declared its intention to annex territory to the existing Spring Lake Maintenance Community Facilities District (the "CFD"), and to levy a special tax to pay for certain public facilities, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of facilities to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, City Hall, 300 First Street, Woodland, California 95695.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed Tuesday, October 3, 2017, at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, City Hall, 300 First Street, Woodland, California, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

Dated: _____, 2017

_____
Ana Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 22.
SUBJECT: Professional Services Agreement with Interwest Consulting Group for Fire Inspection and Fire Plan Check Services

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to Execute the FY2017/18 Contract with Interwest Consulting Group in the amount not to exceed $180,000 for Fire Inspection and Fire Plan Check services.

Staff Contact:
Jessica Walton, Acting Fire Marshal, (530) 661-5858, jessica.walton@cityofwoodland.org

Fiscal Impact:
Staff will utilized funds for the presently unfilled position of Fire Marshal to fund the proposed contract services. Additionally revenues collected from plan check and inspections fees will offset a portion of consultant expenses incurred.

Report in Brief:
The Fire Prevention Division in cooperation with the Community Development is responsible for managing the permitting, plan review, and fire inspection functions for construction projects in Woodland. These services are met by utilizing staff for the workload. Staff initiated the RFQ process to help insure the City is obtaining the most competitive pricing and the highest quality staff from its consultant.

Background:
The RFQ process resulted in four proposals from consultants that specialize in assisting cities and fire departments. The panel evaluated the proposal received from Interwest Consulting Group and determined it to be both the most qualified and most economical proposal. In addition, Interwest provided very competitive pricing for these services.

Discussion:
Interwest Consulting Group has been in business since 2002, founded by individuals with more than 25 years of municipal services experience. Interwest is comprised of architects, fire protection and mechanical engineers, certified plans examiners and ICC certified inspectors specializing in providing complete plan review and inspection services to local government agencies. Additionally, Interwest consultants include professional staff with significant Fire experience including retired Fire Marshals, Prevention Specialists, and Chief Officers. Interwest has six offices in California. Interwest Consulting Group will provide plan review and fire inspection services as-needed when core division staff cannot meet the workload demand of construction projects or when expedited plan review is requested. Plan review and fire inspection services will include review for compliance with structural and non-structural portions of the current California Codes.

Interwest has an experienced staff that holds current ICC Certifications and is well versed in California Amendments to the codes. They have a proven track record working with other cities and counties in the region including the City of Woodland. They have offices in Roseville and can respond quickly to our needs. Their rates are competitive and they have “value-added services” at no additional cost such as pick-up and delivery of plans, standard plan handouts, and uniform plan review checklists. Their policy is to complete the first plan review in 10 days and complete a recheck in five.

Attached to this staff report is the draft Professional Services Agreement which outlines the scope of work, schedule of deliverables, and cost. The term of this Agreement shall be from September 1, 2017 to September 1, 2018, unless earlier

terminated as provided in the contract. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for not more than five additional one-year terms.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to Execute the FY2017/18 Contract with Interwest Consulting Group in the amount not to exceed $180,000 for Fire Inspection and Fire Plan Check services.

Prepared By: Jessica Walton, Acting Fire Marshal

Reviewed By: Rebecca Ramirez, Fire Chief

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Interwest Resolution	8/17/2017	Resolution
Interwest Contract Services	8/10/2017	Contract

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY2017/18 CONTRACT WITH INTERWEST CONSULTING GROUP IN THE AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND DOLLARS

WHEREAS, the City is responsible for managing the permitting, plan review, and fire inspection functions for construction projects; and

WHEREAS, Interwest Consulting Group; a plan review and fire inspection company, provides support service to the Cities of Fairfield, Folsom, Tracy, Lincoln, Menlo Park and St. Helena; and

WHEREAS, the proposed contract results in an annual cost of one hundred eighty thousand dollars for plan review and fire inspection services provided to the City of Woodland; and

WHEREAS, funding in support of this contract is provided in the FY2017/18 annual budget previously approved by the Council. Additionally, revenues collected from plan check and inspections fees will offset a portion of consultant expenses incurred.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute the FY2017/18 contract with Interwest Consulting Group in the amount not to exceed one hundred eighty thousand dollars. **PASSED AND ADOPTED** by the City Council this 22th day of August, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED AND ADOPTED by the City Council this 22th day of August, 2017, by the following vote:

AYES: None
NOES: None
ABSENT: None
ABSTAIN: None

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR PLAN CHECK AND INSPECTION CONSULTANT SERVICES

CM #	

This Agreement is made and entered into this 1st day of September, 2017 by and between the City of Woodland, a California municipal corporation ("City") and Interwest Consulting Group ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Fire Plan Check and Fire Inspection services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. Consultant agrees that it is satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Consultant to render such services for the Fire Prevention Services project ("Project") as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Fire Plan Check and Fire Inspection consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

1.2 Term. The term of this Agreement shall be from **September 1, 2017 to September 1, 2018**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for not more than **five** additional one-year

terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, **on an as-needed** basis within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **one hundred eighty thousand dollars** ($180,000) without written approval of City. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONSULTANT.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or

property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

Ron Beehler, SE, CBO
Vernon Brown, Fire & Building Safety Manager

5.3.1 City's Representative. The City hereby designates **Rebecca Ramirez, Fire Chief**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Consultant's Representative. Consultant hereby designates **Vernon Brown, Fire & Building Safety Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least $1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of $1,000,000 each accident.

6.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of $1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Consultant shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated

only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
1000 Lincoln Ave
Woodland, CA 95695
Attn: Rebecca Ramirez, Fire Chief

Consultant:

Interwest Consulting Group
8150 Sierra College Blvd., Suite 100
Roseville, CA 95661
Attn: Vernon Brown, Fire & Building Safety Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 Scope of Indemnity**.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents

in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some

other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

11.3.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.6 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.7 Attorneys Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.8 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.9 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.13 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after

all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

11.14 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

11.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.20 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

11.21 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND	INTERWEST CONSULTING GROUP
By: _____	By: _____
Paul Navazio City Manager	Ron Beehler, SE, CBO
Attest:	*Attest:*
By: _____	By: _____
Ana Gonzalez City Clerk	

EXHIBIT "A"

SCOPE OF SERVICES

The Fire Prevention Division will use consultant services for the scope of work. The consultant and/or firm will provide a full range of professional fire prevention related services including but not necessarily limited to:

- Fire plan review
- Building fire inspection services
- Fire Marshal support
- Administrative staff support

Scope of work includes enforcement of NFPA Standards, State and Local Regulations. Additionally, the chosen firm will need to work collaboratively and in a supportive manner with the City's building department which may require an expanded scope of work.

Qualified and experienced staff is required to be available for these services daily or as agreed upon by the City. The City will assign a qualified city employee to administer and oversee the agreement with the consultant and manage contract personnel. Contract personnel will perform work in collaboration, coordination, under direction of Fire Prevention staff and Fire Chief. Further collaboration and coordination with building department and the public is also required.

EXHIBIT "B"

SCHEDULE OF SERVICES

Consultant shall perform Plan Checking and Building Inspection Services on an as-needed basis and pursuant to any reasonable schedule established by the City's Representative; provided, however, that at a minimum, the Turn-Around Schedule as provided here:

PLAN REVIEW TURNAROUND SCHEDULE

Type of Project	Turn Around Times for Initial Review	Turn Around Times for Subsequent Reviews
Residential:		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
Commercial/Industrial:		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel/Tenant Improvement	10 Working Days	5 Working Days

Expedited plan check at higher fees and shorter turnaround time can be arranged with the City if desired.

EXHIBIT "C"

COMPENSATION

FEE STRUCTURE FOR PLAN CHECK (NOT IN-HOUSE)

For complete plan review services for projects reviewed in our offices, Consultant fee will be 75% of the plan review fees based on the City of Woodland 's adopted fee schedule. Plan review services will include an initial first review and two resubmittal review of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing shown below.

For partial reviews such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, Consultant may negotiate a mutually agreeable fixed fee based on the specific services requested, or provide services on an hourly basis using the rates listed as shown below.

FREE PICK UP & DELIVERY

There is no charge for courier or shipping services.

FEE STRUCTURE FOR PERSONNEL

Subsequent re-checks and all deferred items can be provided at the hourly rates listed in the Consultant's *Schedule of Hourly Billing Rates* shown below.

Personnel	All Inclusive Hourly Rates
Fire Marshal	$110*
Fire Plans Examiner	$95
Fire Inspector	$95*
Administrative Support Services	$45

*There will be a four hour minimum service charge for all Fire Marshal and Fire Inspection Services.

Inspection overtime will be charged at 125% of the above listed hourly rates.

Mileage will be charged at the current IRS rate.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 23.
SUBJECT: New Job Descriptions: Utilities Maintenance Series, and Selected Salary Adjustments

Recommendation for Action:
Staff's recommends that the City Council approves the revised Utilities Maintenance Job Series and approve new salary ranges and approve the new Underground Utility Service Locator job description and range (range 46) In addition, approve the new salary ranges for selected job classifications as a result of a Compensation Study which the City engaged in during the Fiscal Year 2016/17.

Staff Contact:
Sheila McShane, Human Resources Manager, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:
The creation of these new job descriptions and the new salary range will not have a fiscal impact on the budget as they been included in the Fiscal Year 2017/18 budget.

Background:
Last fiscal year the City initiated a Compensation Study to inform labor contract negotiations and to help address specific job classifications where the City is experiencing issues related to recruitment and retention. Following completion of the study, the results informed contract negotiations that were underway at the time, and the City Manager recently reviewed the results with the Woodland City Employees Association (WCEA), since the study was completed following ratification of their new three-year contract. The City Manager is recommending a series of market adjustments for eight (8) job classifications that were determined as most impacted by long-standing retention and recruitment issues.

Discussion:
The City reviewed the job series of the Utilities Maintenance Services and working with Staff and the WCEA, the City and Staff have made several changes to the Utilities Maintenance Series. Specifically:

- Updated the ADA Compliance language on all job descriptions.
- Created a split job classification for the Utilities Maintenance Worker III. Employees who are now a Utilities Maintenance Worker III (UMW III) can flexibly promote to a Utilities Maintenance Worker IV (UMW IV) once they have met the minimum requirement of the UMW IV.
- Differentiate the Utilities series at the UMW III and above to reflect areas of responsibility. For Example, rather than a general job description for a Utilities Maintenance Worker III, there is now one for the Waste Water assignment and one for the Water Distribution assignment.

Attached are the following new/revised job descriptions:

- Utilities Maintenance I/II
- Utilities Maintenance Worker III/IV – Water Distribution
- Utilities Maintenance Worker III/IV – Sanitary Sewer/Storm Drainage Systems
- Senior Utilities Maintenance Worker – Water Distribution
- Senior Utilities Worker – Sanitary Sewer/Storm Drainage Systems

Additionally, staff identified the need to create a Underground Utilities Service Locator position (range 46) and was included in the FY 17/18 budget. Currently, this position is spread over three groups. It is more cost effective to have a single position in charge of this function. Additionally, a GIS component was added to the position. This allows the City to continue to complete their GPS of all assets within the City. This will position is comparable to a UMW III (range 46)

Salary Range Adjustments

As a result of the compensation study, selected WCEA classifications are being recommended for adjustments specifically aimed at addressing recruitment and retention issues:

Facility Maintenance Worker I/III This position is below market. The City recently conducted a recruitment for a Facility Maintenance Worker III, while we did receive, a solid pool of we had two pull out of the process. The City Recommends:

- 5.0% increase for the Facility Maintenance Worker II. Moving the range from 39 to 41.
- 5.0% increase for the Facility Maintenance Worker III. Moving the range from 43 to45

Heavy Equipment Mechanic This position is below market. The City has two FTE's for the Heavy Equipment Mechanic. The City has successfully filled one Heavy Equipment Mechanic. The City has recruited for this position several times, with little success. The City Recommends:

- 2.5% Increase for the Heavy Equipment Mechanic. Moving the range from 45 to range 46.

Maintenance Worker II/II/Supervisor This position is below market. The City has been successful in developing a candidate pool; however, there is turnover in this area. The Maintenance Worker III and the Maintenance Supervisor are not competitive within the City as Leads and Supervisors. The City Recommends:

- 2.5% increase Maintenance Worker II. Moving the range from 39 to range 40.
- 2.5% increase Maintenance Worker III. Moving the range from 43 to range 44.
- 5.0% increase Maintenance Supervisor. Moving the range from 51 to range 53.

Recreation Coordinator/Recreation Supervisor This position is below market The City has the ability to recruit a solid candidate pool, however there is a retention issue. The City Recommends:

- 5.0% increase for Recreation Coordinator. Moving the range from 34 to range 36.
- 5.0% increase for Recreation Supervisor. Moving the range from 48 to range 50.

Utilities Maintenance Worker II (Both Sewer and Water) This position is below market. The City does not have an issue recruiting for this position. The City does have an issue when recruiting for the higher levels. Sometimes it is due to employees not getting the required certifications, and the salary level. The City Recommends:

- Create a flexible promoted Utilities Maintenance Worker III/IV. This will encourage employees to obtain certificates and be ready to move to the next level when an opening occurs.
- 2.5% increase for Utilities Maintenance Worker II. Moving the range from 41 to range 42.
- 2.5% increase for Utilities Maintenance Worker III (both Sewer and Water Assignments). Moving the range from 45 to range 46.
- 2.5% increase for Meter Services Technician. Moving the range from 45 to range 46.
- Set the new Utilities Maintenance Worker IV (both Sewer and Water Assignments) at 10% over the Utilities Maintenance Worker III. The new range is 50.
- Set the Senior Utilities Maintenance Worker (both Sewer and Water Assignments).at 10% above the Utilities

Maintenance Worker IV. The new range is 54.

Water Systems Operator II The City recommends:

- 2.5% increase for Water Systems Operator II. Moving the range from 44 to range 45.
- 2.5% increase for Senior Water Systems Operator. Moving the range from 49 to range 50.

Conclusion:
Staff's recommends that the City Council approve the revised Utilities Maintenance Job Series and approve new salary ranges and approve the new Underground Utility Service Locator job description and range (range 46) In addition, approve the new salary ranges for selected job classifications as a result of a Compensation Study which the City engaged in during the Fiscal Year 2016/17.

Prepared By: Sheila McShane, Human Resources Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
UMW I/II	8/18/2017	Backup Material
UMW III/IV Sewer	8/18/2017	Backup Material
UMW III/IV Water	8/18/2017	Backup Material
Sr. UMW Water	8/18/2017	Backup Material
Sr. UMW Sewer	8/18/2017	Backup Material
Utility Underground Service Locator	8/18/2017	Backup Material

City of Woodland

UTILITIES MAINTENANCE WORKER I/II

DEFINITION
To perform a variety of semi-skilled and skilled tasks in the construction, maintenance, and repair of water lines, sewers, storm drains, and pump stations.

SUPERVISION RECEIVED AND EXERCISED
Immediate supervision is provided by the Utilities Maintenance Worker III/IV. Technical or functional supervision is also provided by higher level utilities personnel. For the Utilities II position, assignments may require lead responsibilities over less experienced personnel and/or temporary workers as assigned.

Utilities Maintenance Worker I:
This is the entry level class in the Utilities Maintenance Worker series. The Utilities Maintenance Worker I may often perform many of the duties required of Utilities Maintenance Workers II but is not expected to have the depth of experience, skill level and certifications of the Utilities Maintenance Worker II. As a result, the Utilities Maintenance Worker I will have fewer opportunities to exercise independent discretion and judgment on matters related to work procedures and methods.

Utilities Maintenance Worker II:
This is the Journey level in the Utilities Maintenance Worker series. This class differs from Utilities Maintenance Worker I in that incumbents perform more complex maintenance duties including working independently, exercising judgment, and operating the full range of tools and mechanical equipment related to a specific assignment. The Utilities Maintenance Worker II may also be expected to assist in the oversight and training of less experienced personnel. Positions in this class are flexibly staffed and are normally filled by advancement from the I level, or by candidates with prior work experience elsewhere.

EXAMPLES OF DUTIES:
The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS:
Operate a variety of light and moderately heavy construction and maintenance equipment including such pieces as a loader, dump truck, water truck, steel rollers, High Velocity Vacuum Cleaner, mole trencher, and rubber-tired tractor with all attachments in order to perform a variety of routine construction and maintenance operations. Operate fork lift as assigned and trained. Perform general maintenance and repair on water distribution and/or storm and wastewater collection facilities including installation, testing, and backfill of service laterals.

Within the sewer and stormwater collections division, employees will be expected to use the Closed Circuit Television Truck, sewer cable machine, flush sewer laterals and mains, assist in sewer tap installations, clean storm drain lines and catch basins.

Within the water distribution division, employees will be expected to assist in water tap installations, install, remove, and repair water meters, hydrants, service valves, and mainline valves; take water meter and gauge readings; accurately maintain records and reports.

All Utilities Maintenance Worker I/II will operate equipment and vehicles with possession of all necessary licenses and certificates, utilize proper safety precautions related to all performed work and comply with the policies and procedures in the department Injury & Illness Prevention Program (IIPP). Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety.

OTHER JOB FUNCTIONS

Respond to inquires from the general public. Prepare as built sketches, when required to convey information to engineering for graphic documentation. Check water meters for proper operation; troubleshoot registers and repair. Initiate and discontinue water service to customer accounts as directed. Operate telemetering and flow monitoring equipment. Work cooperatively with others. Perform related duties as assigned. Both Assignments will require employees to be "On Call" as needed.

QUALIFICATIONS

Utilities Maintenance Worker I

Knowledge of:

Basic methods, tools, materials, and equipment used in general construction maintenance work. Uses and purposes of general construction tools and equipment. Safe work practices and the Department Injury and Illness Prevention Program.

Skill to:

Use the hand and power tools required in general construction and maintenance work. Perform unskilled and semi-skilled tasks in a variety of construction and maintenance activities. Understand and carry out both oral and written directions. Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

Perform heavy manual labor. Learn to operate various construction maintenance equipment and machinery. Identify possible public safety hazards.

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Courses in, or graduation from, the American Public Works Association's Pubic Works Institute is desirable

Experience:
One (1) year of experience in construction or related field.

License and Certificate:
Both Water Distribution and Sanitary Sewer/Storm Drainage Systems Assignments
Both assignments require possession of a California State Drinking Water Operator Certification Program (DWOCP) Grade I Water Distribution Operator (D1) and a Grade I Wastewater Collections System Maintenance certificate issued by California Water Environment Association prior to permanent appointment.

A Pipeline Assessment and Certification Program certificate issued by the National Association of Sewer System Companies (NASSCo) is desirable.

Both assignments require possession of a valid California Driver's License. A Class B Driver's permit and DMV Medical Certification are required within three)3) months of hire. Prior to permanent appointment employee must obtain a valid Class B Driver's License, a Work Zone Safety certification issued by the International Municipal Signal Association, First Aid and CPR certifications, Competent Person certification, and Confined Space certification.

Utilities Maintenance Worker II
In addition to the qualifications for Utilities Maintenance Worker I:

Knowledge of:
Methods, techniques and tools and the operational characteristics of mechanical equipment used in the construction and maintenance of water distribution systems, and/or sewers and storm drains. Traffic laws, ordinances, and rules involved in truck and equipment operations. Policies and procedures contained in the Department Illness and Injury Prevention Program. Applicable codes, regulations and safety orders. Safety precautions in the use, general cleaning and maintenance of equipment including light power equipment.

Skill to:
Operate a variety of vehicular and stationary mechanical equipment in a safe and effective manner. Work independently in performing semi-skilled and skilled maintenance work. Use and operate hand tools, mechanical equipment, and power tools and equipment required for the work in a safe and efficient manner. Read and interpret basic maps and blueprints. Assist in the supervision and training of less experienced personnel. Maintain written records and reports.

Ability to:
Perform skilled maintenance, construction and repair in the area of work assigned. Operate a variety of vehicular and stationary mechanical equipment in a safe and effective manner in routine situations. Apply good judgment and practical knowledge to resolve unusual or irregular problems in the area of work assigned.

Minimum Education and Experience:

Education:

- High School Diploma or equivalent.
- Courses in, or graduation from, the American Public Works Association's Pubic Works Institute is desirable

Experience:

One (1) year of experience performing duties comparable to those of a Utilities Maintenance Worker I.

License and Certificate:

Water Distribution Assignment – Requires possession of a DWOCP Grade II Water Distribution Operator (D2) certificate and a Grade I Wastewater Collections System Maintenance certificate issued by California Water Environment Association upon hire.

Sanitary Sewer/Storm Drainage Systems Assignment - Requires possession of a California State (DWOCP) Grade I Water Distribution Operator (D1) and a Grade II Wastewater Collections System Maintenance certificate issued by California Water Environment Association upon hire.

Both assignments require all of the certifications necessary for a Utilities Maintenance Worker I and possession of a valid Class B California Driver's License with Tank and Air Brake Endorsement upon hire.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: August 22, 2017

City of Woodland

UTILITIES MAINTENANCE WORKER III / IV
SANITARY SEWER/STORM DRAINAGE SYSTEMS

DEFINITION
To perform a variety of skilled and semi-skilled tasks in the construction, maintenance and repair of the City's wastewater collection facilities.

SUPERVISION RECEIVED AND EXERCISED
UTILITIES MAINTENANCE WORKER III:
General supervision is provided by higher level personnel. This is the Advanced Journey level of the Utilities Maintenance Worker series. It is distinguished from the Utilities Maintenance Worker II classification in that positions assigned to this class are expected to perform the most complex and highly skilled maintenance duties of the Division assigned, including highly skilled heavy equipment operation under minimal supervision.

UTILITIES MAINTENANCE WORKER IV:
This is an Advance Journey level of the Utilities Maintenance Worker series. Additional responsibilities beyond those of the Utilities Maintenance Worker III (above) may include providing functional and technical supervision to lower level maintenance personnel. Level IV employees will ensure a safe working environment; including assisting in the development and implementation of appropriate traffic control during all phases of work within the right-of-way.

EXAMPLES OF DUTIES
The following are typical duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS
Operate a variety of moderately heavy and heavy construction and maintenance equipment including such pieces as a backhoe, Closed-Circuit Television (CCTV), High Velocity Vacuum Cleaner (HVVC), loader, grader, roller, crane, three-axle truck, and truck with trailer. Perform a variety of construction and maintenance operations requiring a high level of skill and expertise involving sewer and stormwater collection systems, and related facilities. Use concrete cutting equipment; operate a jackhammer; pour and finish concrete; construct concrete forms and perform rough carpentry work. Knowledge of and compliance with policy and procedures in the department's Injury and Illness Prevention Program. Utilize proper safety precautions and set a proper example for others. Operate telemetering and flow monitoring equipment. Prepare field designs and as-built drawings when required to convey information to engineering for drawing documentation. Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety.

ADDITIONAL JOB FUNCTIONS FOR UTILITIES MAITENANCE WORKER IV

May act as a lead-worker for multiple crews of maintenance workers on assigned projects. Increased responsibility and initiative for assisting in scheduling department activities and allocating resources. Make recommendations to improve operational efficiency. Assist in responding to challenging customer service calls and complaints.

OTHER JOB FUNCTIONS

Provide general information to the public, other City departments, and vendors pertaining to sewer and storm drain collection systems. Perform duties in the general maintenance and repair of sewage and stormwater collection facilities; install, test and backfill sewer service laterals. Repair and maintain storm drains, pipes and catch basins. Requisition materials and supplies for assigned facilities and projects. Work cooperatively with others. Drive vehicles and equipment as required. Perform related duties as assigned. Meet stand-by program requirements and serve in a stand-by status after regular working hours and respond to emergency call-outs.

QUALIFICATIONS

Knowledge of:

- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of wastewater collection systems
- Methods, tools, and materials used in the construction, operation maintenance and repair of sewers and storm drain systems, and the characteristics of the material and equipment used
- The hazards associated with the above work and proper safety precautions to minimize risk, including appropriate traffic control devices
- The laws, ordinances and rules involved in construction, maintenance and repairs, and operating trucks and heavy equipment
- Codes, ordinances, specifications, and standards for the City of Woodland, American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), California Water Environment Association (CWEA), and California Stormwater Quality Association (CASQA) among others. Including Department of Public Health (DPH), National Pollution Discharge Elimination Systems (NPDES) and California Integrated Water Quality System (CIWQS) reporting requirements
- The components which make up the collection systems, including life cycle estimates, condition assessment, and maintenance requirements

Skill to:

- Perform highly skilled work in the construction, operation, maintenance and repair of wastewater collection systems
- Operate and maintain machinery and equipment related to the maintenance, repair and operation of wastewater collection systems
- Operate CCTV Trucks and HVVC Units for collection system inspection
- Act as lead worker for crews of maintenance personnel
- Assist in the training and supervision of others in the development of the skills and abilities related to the construction, operation, maintenance and repair of sewers and storm drain collection systems, and in the safe operation of related equipment

- Oversee and monitor the work of others
- Understand and carry out both oral and written directions in an independent manner.
- Use and operate hand tools, mechanical equipment and power tools and equipment required for assigned work in a safe and efficient manner
- Assist in preparation of performance appraisals
- Maintain written records and reports
- Establish and maintain effective work relationships with those contacted in the performance of required duties
- Schedule daily activities for Sewer and Storm Collection System Division crews

Additional Skills for Utilities Maintenance Worker IV:

- Increased responsibility for the overall scheduling of Sewer and Storm Collection System Division activities such as preventative maintenance, and short-term and long-range system repairs.
- Offer recommendation to the Senior Utilities Maintenance Worker on work assignments, input on evaluations, etc.
- Assume the lead worker responsibilities for multiple maintenance crews when necessary
- Provide advanced supervision and training to lower level maintenance workers
- Proficiency with the computer programs used in the department including understanding supervisory control and data acquisition (SCADA), work order tracking software such as CityWorks, and software such as Microsoft Office
- Provide review comments on construction documents

Ability to:

- Read and interpret plans and specifications
- Operate and maintain machinery and equipment related to the maintenance, repair and alterations of wastewater collection
- Maintain and repair light power equipment
- Perform heavy manual labor
- Meet the physical requirements necessary to safely and effectively perform the assigned duties

Additional Abilities for Utilities Maintenance Worker IV:

- Understand and execute oral and written direction independently
- Collect and enter data in an electronic format
- Interact effectively and courteously with both internal and external customers in the performance of required duties
- Interpret and apply policies and procedures
- Ability to report Sewer Systems Overflow (SSO) to the state as a data submitter

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Supplemental coursework or training in sewer collections, and stormwater as needed for license and certificates

- Specialized coursework in wastewater system operation and permitting is highly desirable
- Courses in, or graduation from, the American Public Works Association's Pubic Works Institute is desirable

Experience:
Two (2) years experience performing duties comparable to those of Utilities Maintenance Worker I/II

License and Certificate:

Utilities Maintenance Worker III and IV
- Valid Class B California Driver's License with Tank and Air Brake Endorsements required upon hire
- Class A Driver's License within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment
- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety prior to permanent appointment

Utilities Maintenance Worker III
- California Water Environment Association Grade II Wastewater Collections System Maintenance certificate required upon hire
- California State Drinking Water Operator Certification Program (DWOCP) Grade I Water Distribution Operator (D1) required upon hire
- California Water Environment Association Grade III Wastewater Collections System Maintenance certificate required prior to permanent appointment
- California State DWOCP Grade I Water Treatment certificate is desirable

Utility Maintenance Worker IV Wastewater Collections/Stormwater assignment
- Grade IV (C-4) Wastewater Collection System Certificate from CWEA required upon hire
- National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certification prior to permanent appointment
- HAZWOPER 24-hour certification prior to permanent appointment
- Qualified Applicator License (QAL- Pesticides) prior to permanent appointment
- California State DWOCP Grade II Water Treatment certificate is desirable

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 lbs. of force occasionally, and/or in excess of 50 lbs. of force frequently, and/or in excess of 20 lbs. of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: August 2017

City of Woodland

UTILITIES MAINTENANCE WORKER III / IV
WATER DISTRIBUTION

DEFINITION
To perform a variety of skilled and semi-skilled tasks in the construction, maintenance, repair and operation of the City's potable and recycled water distribution systems.

SUPERVISION RECEIVED AND EXERCISED
UTILITIES MAINTENANCE WORKER III:
General supervision is provided by higher level personnel. This is the Advanced Journey level of the Utilities Maintenance Worker series. It is distinguished from the Utilities Maintenance Worker II classification in that positions assigned to this class are expected to perform the most complex and highly skilled maintenance duties of the Division assigned, including highly skilled heavy equipment operation under minimal supervision.

UTILITIES MAINTENANCE WORKER IV:
This is an Advanced Journey level of the Utilities Maintenance Worker series. Additional responsibilities beyond those of the Utilities Maintenance Worker III (above) may include providing functional and technical supervision to lower level maintenance personnel. Level IV employees will ensure a safe working environment; including assisting in the development and implementation of appropriate traffic control during all phases of work within the right-of-way.

EXAMPLES OF DUTIES
The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS
Operate a variety of moderately heavy and heavy construction and maintenance equipment including such pieces as a backhoe, High Velocity Vacuum Cleaner (HVVC), loader, grader, roller, crane, three-axle truck, and truck with trailer. Perform a variety of construction and maintenance operations requiring a high level of skill and expertise involving water distribution and related facilities. Use concrete cutting equipment; operate a jackhammer; pour and finish concrete; construct concrete forms and perform rough carpentry work; make water taps. Knowledge of and compliance with policy and procedures in the Department's Injury and Illness Prevention Program. Utilize proper safety precautions and set a proper example for others. Operate telemetering and flow monitoring equipment. Prepare field designs and as-built drawings when required to convey information to engineering for drawing documentation. Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety.

ADDITIONAL JOB FUNCTIONS FOR UTILITIES MAITENANCE WORKER IV
May act as a lead-worker for multiple crews of maintenance workers on assigned projects. Increased responsibility and initiative for assisting in scheduling department activities and allocating resources. Make recommendations to improve operational efficiency. Assist in responding to challenging customer service calls and complaints.

OTHER JOB FUNCTIONS
Provide general information to the public, other City departments, and vendors pertaining to water distribution. Perform duties in the general maintenance and repair of water distribution install, test and backfill water service laterals; install, remove, and repair water meters, hydrants, and valves. Requisition materials and supplies for assigned facilities and projects. Work cooperatively with others. Drive vehicles and equipment as required. Perform related duties as assigned. Meet stand-by program requirements and serve in a stand-by status after regular working hours and respond to emergency call-outs.

QUALIFICATIONS

Knowledge of:
- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of water systems
- Methods, tools, and materials used in the construction, maintenance and repair of water distribution systems and the characteristics of the material and equipment used
- The hazards associated with the above work and proper safety precautions to minimize risk, including appropriate traffic control devices
- The laws, ordinances and rules involved in construction, maintenance and repairs and operating trucks and heavy equipment Codes, ordinances, specifications, and standards governing the production and distribution of potable and recycled water for the City of Woodland, American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), and State Water Resources Control Board (SWRCB), and others.
- The components which make up the distribution systems including life cycle estimates, condition assessment and maintenance requirements
- Computerized maintenance management systems such as CityWorks and MS office including Excel, Word, and Outlook

Skill to:
- Perform highly skilled maintenance, construction, and repair work of water distribution systems.
- Operate and maintain machinery and equipment related to the maintenance, repair and alterations of public works operations
- Act as lead worker for crews of maintenance personnel
- Assist in the training and supervision of others in the development of the skills and abilities related to the maintenance, construction, and repair of water distribution systems, and in the safe operation of related equipment
- Oversee and monitor the work of others
- Understand and carry out both oral and written directions in an independent manner

- Use and operate hand tools, mechanical equipment and power tools and equipment required for assigned work in a safe and efficient manner
- Assist in preparation of performance appraisals
- Maintain written records and reports.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Schedule daily activities for Water Division crews

Additional Skills for Utilities Maintenance Worker IV:

- Increased responsibility for the overall scheduling Water Division activities such as preventative maintenance, and short-term and long-range system repairs.
- Offer recommendations to the Senior Utilities Maintenance Worker on work assignments, input on evaluations, etc.
- Assume the lead worker responsibilities for multiple small maintenance crews when necessary
- Provide advanced supervision and training to lower level maintenance workers
- Proficiency with the computer programs used in the department including understanding supervisory control and data acquisition (SCADA), work order tracking software such as CityWorks, and software such as Microsoft Office
- Provide review comments on construction documents
- Knowledge of the rules and regulations governing recycled water systems

Ability to:

- Read and interpret basic maps and blue prints
- Operate and maintain machinery and equipment related to the maintenance, repair and alterations of public works operations.
- Maintain and repair light power equipment
- Perform heavy manual labor
- Meet the physical requirements necessary to safely and effectively perform the assigned duties

Additional Abilities for Utilities Maintenance Worker IV:

- Understand and execute oral and written direction independently
- Collect and enter data in an electronic format
- Interact effectively and courteously with both internal and external customers in the performance of required duties
- Interpret and apply policies and procedures
- Operate and maintain a recycled water system

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Supplemental coursework or training in potable and recycled water production, distribution, and treatment as needed for license and certificates
- Specialized coursework in recycled water and aquifer storage and recovery is highly desirable

- Courses in, or graduation from, the American Public Works Association's Public Works Institute is desirable

Experience:
Two (2) years experience performing duties comparable to those of Utilities Maintenance Worker I/II in water production and distribution

License and Certificate:

Minimum for Utilities Maintenance Worker III and IV
- Valid Class B California Driver's License with Tank and Air Brake Endorsements upon hire
- Class A driver's license within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment
- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety prior to permanent appointment

Utilities Maintenance Worker III
- California State Drinking Water Operator Certification Program (DWOCP) Grade II Water Distribution Operator (D2) certificate required for placement, Grade III (D3) required prior to permanent appointment
- California Water Environment Association Grade I Wastewater Collections System Maintenance
- Backflow Prevention Assembly Tester Certification from American Water Works Association or Northern CA Backflow Prevention Association prior to permanent appointment
- California State DWOCP I Water Treatment certificate is desirable

Utilities Maintenance Worker IV
- California State DWOCP board Grade IV (D4) required upon hire
- Backflow Prevention Assembly Specialist Certification from American Water Works Association or Northern CA Backflow Prevention Association prior to permanent appointment
- California State DWOCP Grade II Water Treatment certificate is desirable

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 lbs. of force occasionally, and/or in excess of 50 lbs. of force frequently, and/or in excess of 20 lbs. of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: August 2017

City of Woodland

SENIOR UTILITIES MAINTENANCE WORKER
WATER DISTRIBUTION

DEFINITION
Provides lead supervision to crews of lower level utilities maintenance personnel. Plans, organizes, and supervises the work of Utilities Maintenance Workers involved in water and reclaimed water related construction, maintenance and repair. Performs a variety of technical tasks relative to the Division and is responsible for the safety and training of subordinates. May act as the Water Systems Administrator in their absence.

SUPERVISION RECEIVED AND EXERCISED
General supervision is provided by a Water Systems Administrator or designee. Responsibilities include providing lead supervision and training for semi-skilled and skilled water utilities maintenance personnel. Employees assigned to this class perform the full range of duties normally expected of the Utilities Maintenance Worker series. It is distinguished from the rest of the Maintenance Workers classification in that employees assigned to this class are expected to assume lead supervision over crews of Utilities Maintenance Workers I/II and/or III/IV's and act as an assistant to the Water System Administrator.

EXAMPLES OF DUTIES
The following are typical illustrations of duties encompassed by the job class, not an all inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS
Plan, organize, and, supervise the work of Utilities Maintenance Workers in the Water Division of the Public Works Department. Act as a lead worker for large crews of Utilities Maintenance Workers on assigned projects. Schedule operations, maintenance and repair work, order materials and maintain routine records including tracking budgetary items and projects. Provide training, supervision, and evaluation of assigned crew members. Perform the most difficult and technically complex work in the maintenance, repair and operation of water distribution systems. Assist in inspecting the work of private contractors engaged in construction and maintenance activities in the City. Ensure appropriate traffic control during all phases of construction projects. Drive vehicles and equipment as required. Work cooperatively with others, including other City departments and outside agencies as necessary. Assist in preparation and monitoring of the budget, prepares cost estimates for work to be performed; submits justification for equipment. Operate telemetering and flow monitoring equipment. Tracks and reviews Service Requests, customer complaints and employee workload through the City's CMMS CityWorks Program. Knowledgeable about the operation and maintenance of High Velocity Vacuum Cleaning Units. Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety.

OTHER JOB FUNCTIONS

Respond to public service calls and complaints. Serve in the standby rotation after regular working hours and respond to emergency call-outs. Assist in the evaluation of operations and activities and make recommendations for improvements and modifications. Assist in the preparation of reports, inquiries and projects. Instruct subordinates in proper work techniques of equipment and safety precautions and requirements. Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of water systems
- Methods, tools, and materials used in water distribution system operation, maintenance and repair
- The hazards associated with distribution system work and proper safety precautions
- Creation of Traffic Control Plans (TCP) and use of appropriate traffic control devices
- Division of Drinking Water Regulations, ordinances and rules
- Budgeting practice including cost estimating and tracking for department and project budgets
- Principles of supervision, training, discipline and performance evaluation.
- Water quality parameters measured by the California State Water Resources Control Board (SWRCB) and the Drinking Water Operator Certification Program (DWOCP)
- Codes, ordinances, specifications, and standards governing the production and distribution of potable and recycled water for the City of Woodland, American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), and State Water Resources Control Board (SWRCB), and others
- Knowledge of and experience with aquifer storage and recovery (ASR) systems is desirable
- Computerized maintenance management systems such as CityWorks and Microsoft office including Excel, Word, and Outlook

Skill to:

- Perform highly skilled operation, maintenance, construction and repair work on potable and recycled water distribution systems
- Use and operate required hand tools, mechanical equipment, and power tools in a safe manner
- Direct and supervise crews of maintenance personnel
- Read and interpret basic plans and specifications
- Maintain both routine and complex records
- Communicate effectively, both orally and in writing
- Supervise and train less experienced personnel
- Assist in preparation of performance appraisals

Ability to:

- Lead, organize and review the work of the water distribution maintenance staff
- Interact effectively and courteously with the public
- Implement new and existing operation, construction, and maintenance work procedures and practices

- Operate and maintain machinery and equipment related to the construction, maintenance, repair, alteration and operation of potable and recycled water distribution systems
- Maintain and repair light power equipment
- Perform heavy manual labor
- Accurately collect and enter data in an electronic format
- Assist in the development and analysis of regulatory and operational reports
- Interpret and apply policies and procedures
- Establish and maintain effective work relationships with those contacted in the performance of required duties

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Supplemental coursework or training in potable and recycled water distribution, production, treatment, or a closely related field
- Specialized coursework in recycled water and aquifer storage and recovery is highly desirable
- Courses in, or graduation from, the American Public Works Association's Pubic Works Institute is desirable

Experience:

Two (2) years of experience performing duties comparable to those of a Utilities Maintenance Worker III/IV in water production and distribution

License and Certificate:

- California State DWOCP board Grade IV (D4) upon hire
- Backflow Prevention Assembly Specialist Certification from American Water Works Association or Northern CA Backflow Prevention Association prior to permanent appointment
- California State DWOCP Grade II Water Treatment certificate is desirable
- Valid Class B California Driver's License with Tank and Air Brake Endorsements upon hire - Class A Driver's License within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment
- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety prior to permanent appointment

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

COUNCIL ACTION: August 2017

City of Woodland

SENIOR UTILITIES MAINTENANCE WORKER
SANITARY SEWER/STORM DRAINAGE SYTEMS

DEFINITION
Provides lead supervision to crews of lower level utilities maintenance personnel. Plans, organizes and supervises the work of Utilities Maintenance Workers on the City's Sewer and Stormwater collection systems. Performs a variety of skilled work involving the construction, maintenance, repair and operation of the City's wastewater collection systems. May act as the Chief Collections Systems Operator and backup Legally Responsible Official and/or Data Submitter in their absence.

SUPERVISION RECEIVED AND EXERCISED
General supervision is provided by a Chief Collections Systems Operator or designee. Responsibilities include providing supervision and training for semi-skilled and skilled collection systems maintenance personnel. Positions assigned to this class perform the full range of duties normally expected of the Utilities Maintenance Worker series. It is distinguished from the rest of the Maintenance Worker classification in that employees assigned to this class are expected to assume lead supervision over crews of Utilities Maintenance Workers I/II and/or III/IV's and act as an assistant to the Chief Collections Systems Operator.

EXAMPLES OF DUTIES
The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS
Plan, organize, and, supervise the work of Utilities Maintenance Workers in the Wastewater Collections Division of the Public Works Department. Acts as a lead worker for crews of Utilities Maintenance Workers on assigned projects. Schedules operations, maintenance and repair work, orders materials and maintain routine records including tracking budgetary items and projects. Provides training, supervision, and evaluation of assigned crew members. Performs the most difficult and technically complex work in the maintenance, repair and operation of sewage and storm drainage collection systems. Assists in inspecting the work of private contractors engaged in construction and maintenance activities in the City. Ensure appropriate traffic control during all phases of construction projects. Work cooperatively with others, including other City departments and outside agencies as necessary. Assist in preparation and monitoring of the budget, prepares cost estimates for work to be performed; submits justification for equipment. Operates telemetering and flow monitoring equipment. Drives vehicles and equipment as required. Tracks and reviews Service Requests, customer complaints and employee workload through the City's CMMS CityWorks Program. Familiar with the operation maintenance and minor repair of closed circuit television (CCTV) Equipment. Knowledgeable about the operation and maintenance of High Velocity Vacuum Cleaning Units. Ability to operate telemetering and flow monitoring equipment. Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present to work on facilities and equipment impacting the public's health and safety.

OTHER JOB FUNCTIONS

Respond to public service calls and complaints. Serve in a standby status after regular working hours and respond to emergency call-outs. Assist in the evaluation of operations and activities and make recommendations for improvements and modifications. Assist in the preparation of reports, inquiries and projects. Instruct subordinates in proper work techniques of equipment and safety precautions and requirements. Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operational characteristics of heavy mechanical equipment used in the construction and maintenance of wastewater collection systems
- Methods, tools, and materials for wastewater collection system operation, maintenance and repair
- Hazards associated with the collection system work and proper safety precautions
- Creation of Traffic Control Plans (TCP) including appropriate traffic control devices
- Budgeting practice including cost estimating and tracking for department and project budgets
- Principles of supervision, training, discipline and performance evaluation
- CA Integrated Water Quality System and National Pollutant Discharge Elimination requirements
- Reporting Requirements and MS4 Municipal Separate Storm Sewer
- System regulations, Codes, ordinances, specifications, and standards governing wastewater collection for the City of Woodland; including the American Water Works Association (AWWA), California Division of Occupational Safety and Health (CALOSHA), the Environmental Protection Agency (EPA), State Water Resources Control Board (SWRCB), and California Stormwater Quality Association (CASQA), etc.
- Computerized maintenance management systems such as CityWorks and Microsoft Office including Excel, Word, and Outlook

Skill to:

- Perform highly skilled operation, maintenance, construction and repair work on wastewater collection systems
- Use and operate required hand tools, mechanical equipment, and power tools in a safe manner
- Direct and supervise crews of maintenance personnel
- Read and interpret plans and specifications
- Maintain both routine and complex records
- Communicate effectively, both orally and in writing
- Supervise and train less experienced personnel
- Assist in preparation of performance appraisals

Ability to:

- Lead, organize and review the work of wastewater collection division staff
- Interact effectively and courteously with the public
- Implement new and existing operation, construction, and maintenance work procedures and practices
- Operate and maintain machinery and equipment related to the construction, maintenance, repair, alteration and operation of wastewater collection systems
- Maintain and repair light power equipment

- Perform heavy manual labor
- Accurately collect and enter data in an electronic format
- Assist in the development and analysis of regulatory and operational reports
- Interpret and apply policies and procedures
- Establish and maintain effective work relationships with those contacted in the performance of required duties

Minimum Education and Experience:

Education:

- High School Diploma or equivalent
- Supplemental coursework or training in wastewater collection or a closely related field
- Specialized coursework in closed circuit television is highly desirable
- Courses in, or graduation from, the American Public Works Association's Pubic Works Institute is desirable

Experience:

Two (2) years of experience performing duties comparable to those of a Utilities Maintenance Worker III/IV in wastewater collection

License and Certificate:

- CA Water Environment Assoc. Grade IV Wastewater Collections System Maintenance certificate upon hire
- National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certification prior to permanent appointment
- California State Drinking Water Operator Certification Program (DWOCP) Grade II Water Distribution Operator (D2) prior to permanent appointment
- HAZWOPER 24-hour certification prior to permanent appointment
- Qualified Applicator License (QAL- Pesticides) prior to permanent appointment
- Valid Class B California Driver's License with Tank and Air Brake Endorsements upon hire - Class A Driver's License within six (6) months of hire
- Confined Space Certification prior to permanent appointment
- Competent Person Certification prior to permanent appointment
- First Aid and CPR certifications prior to permanent appointment
- Forklift Certification prior to permanent appointment
- International Municipal Signal Association Work Zone Safety prior to permanent appointment

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

COUNCIL ACTION: August 2017

City of Woodland

UNDERGROUND UTILITY SERVICE LOCATOR

DEFINITION

Performs a variety of complex and skilled work; accurately locating, marking, and mapping of all underground City assets; maintains and updates the Public Works Department Maintenance Management System (MMS) for Water, Recycled Water, Wastewater, Storm/Sewer Collection, Communications Fiber, and Electrical Utilities; uses and operates electronic locating and global positioning satellite (GPS) equipment and a wide variety of hand tools; and, performs other related work as required.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by Electrical & Signs & Markings Supervisor or designee. Technical or functional supervision is provided by Traffic Signal/Street Lighting Technician. The Utility Locater position assignments may require lead responsibilities over less experienced personnel and/or temporary workers as assigned.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:
Performs accurate field locations of all assets, including water, recycled water, wastewater, storm/sewer collection, communications fiber, street lighting, traffic signals and fiber optics, within the tolerances set forth by the presiding Underground Service Alert enforcement agency using electronic location equipment, maps, and construction as-built drawings. Interprets maps and drawings to determine alignment and depth of existing City infrastructure. Meets and confers with representatives of utility companies, contractors, developers, public agencies, and the general public for the purpose of field utility locations. Maintains and updates maps and MMS with accurate location measurements of City infrastructure. Conducts walk-through inspections to ensure location of utilities meet City standards and specifications. Operates and maintains vehicles, electronic locating equipment, and a wide variety of hand tools related to locating City infrastructure. Collect location information using a global positioning satellite receiver. Download collected data as necessary. Operate devices such as plotters, printers, digital cameras, and scanners. Observes safe work methods and makes appropriate use of related safety equipment as required. Installs street barricades and cones and controls traffic around work to ensure safe conditions for the general public and City staff. Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions. Maintains accurate manual and computerized logs and records of work performed and materials and equipment used; prepares reports as required. Other

related duties may also be performed; not all duties listed are necessarily performed by each individual holding this classification. Responds to emergency situations in 'off-hours' as required. Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public's health and safety.

OTHER JOB FUNCTIONS
May need to serve in a standby status. Work independently. Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, tools, and equipment for locating underground assets, including water, wastewater, storm drain, communications fiber, street lighting, traffic signals, and fiber optics.
- Principles, practices, and methods used in the construction, repair, and maintenance of water distribution, wastewater collection, storm drainage and electrical systems.
- Underground water, wastewater collection, storm drainage, electrical, and fiber optic structures, facilities and systems.
- Traffic control procedures and traffic sign regulations.
- The operation and basic maintenance of a variety of electronic locating equipment, hand tools, and vehicles.
- Occupational hazards and safety equipment and practices related to the work.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility, including USA laws and regulations.
- Basic mathematics and arithmetic calculation processes
- Safe driving rules and practices.
- Modern office practices, methods, and computer equipment and software.
- Principles and procedures of record keeping and reporting.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Skills/Ability to:

- Operate and perform basic maintenance on a wide variety of hand and power tools and equipment.
- Understand and carry out both oral and written instruction.
- Perform heavy physical labor.
- Exercise independent judgment and initiative without close supervision.
- Act as a lead worker for temporary employees and other maintenance series staff.
- Perform skilled underground asset location duties.
- Read, interpret, and update construction drawings, blueprints, maps, and specifications.
- Prepare accurate correspondence, reports, graphs, charts, and other descriptive material.
- Train and monitor departmental staff in the operation of existing or new applications or systems including explaining concepts to non-technical users.
- Collect, organize and analyze data. Perform data entry functions accurately and in a timely manner.
- Safely operate and effectively use specialized electronic locating equipment, hand tools, and vehicles.

- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Troubleshoot a variety of equipment and materials used in underground utility location procedures and outline maintenance problems and determine materials and supplies required for repairs.
- Maintain accurate logs, records, and basic written records of work performed.
- Follow department policies and procedures related to assigned duties.
- Understand and follow oral and written instructions.
- Make accurate arithmetic calculations.
- Operate modern office equipment including computer equipment and software programs.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone or radio, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Education and Experience:

Education:
High School Diploma or equivalent. Classes in computer technology or geography is a plus. Courses in, or graduation from, the American Public Works Association's Pubic Works Institute is desirable.

Experience:
- One (1) year of experience performing tasks comparable to those of a GIS Technician or USA Locator Technician, preferably in a large organization or municipal government.
- One (1) year of work experience in Underground Utilities.
- One (1) year of experience in construction, and the ability to read blue prints and other drawings.
- Grade II Wastewater Collection and/or Water Distribution System is desirable.
- Technical training or experience in utilizing GIS Software a plus.
- Experience using GIS software is desirable.

License and Certifications:
Required upon hire, possession of a California Driver's License. Must complete Work Zone Safety certification issued by the International Municipal Signal Association or Department approved equal, First Aid, Underground Service Alert (USA) Training, Cardio Pulmonary Resuscitation (CPR) and Forklift certifications prior to permanent appointment.

ADA COMPLIANCE:

Physical Ability:
Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work:
Exerting in excess of 50 pounds of force occasionally, and/or in, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements:
Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors:
May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

COUNCIL ACTION: August 2017

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 24.
SUBJECT: Budget Appropriation Approval for Housing Related Parks Program Expenditures

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of $149,125 for the housing-related parks program grant project.

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

Fiscal Impact:
The $149,125 Housing-Related Parks Program (HRPP) grant awarded the City last year will fund the replacement of the play structure at Harris Park.

Background:
The City executed a $149,125 grant agreement with the State last year to pay for improvements at Harris Park. City Council approval of the $149,125 appropriation is required before staff can move forward with expenditure of the grant funds.

Discussion:
A neighborhood meeting will be held at Harris Park this Saturday (August 26) from 10 a.m. to 1 p.m. to select a design a for the new play structure. Resident will cast their votes for one of three pre-selected play structure designs. At the conclusion of the neighborhood meeting, the design with the most votes will move forward. The new play structure will replace an existing one that is approximately 20-years-old and designed for children ages 5 to 12. It is anticipated that the play structure will be installed this year.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of $149,125 for the housing-related parks program grant project.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/11/2017	Cover Memo

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN APPOPRIATION FOR THE HOUSING-RELATED PARKS PROGRAM GRANT PROJECT

WHEREAS, the City executed a $149,125 grant agreement with the State in 2016 to fund improvements at Harris Park; and

WHEREAS, in order to expend funds during FY 2017/18 for the grant-funded project, City Council appropriation approval is required.

NOW THEREFORE BE IT RESOLVED, that the City of Woodland approves an appropriation of $149,125 for the Workforce Housing Grant Fund (Fund 325).

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

PASSED AND ADOPTED this 22nd day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 25.
SUBJECT: Agreement with the California Department of Transportation for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

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

Fiscal Impact:
The City was awarded $176,152 from the California Department of Transportation. The project requires a local match of $22,822. The matching funds are currently programmed in the capital budget in CIP 18-05. Measure E is the fund source for the matching funds. The total project budget is $198,974.

There is no impact to the General Fund.

Discussion:
On April 21, 2017, the City of Woodland was selected to receive $176,152 from the California Department of Transportation (Caltrans), Division of Transportation Planning, State Highway Account–Sustainable Communities Grant Funding Program after competing with other agencies statewide.

The Woodland Parkway Safe Route to School and Connectivity study includes evaluation of the pedestrian and bicycle facilities along the SR 113 interchange along Gibson Road. Currently there are no proper bicycle and pedestrian facilities when crossing SR113 along Gibson Road. Pedestrians on the north side of the interchange have to cross four active on- and off-ramps to get across the highway and there is no sidewalk on the south side.

The study will also evaluate the feasibility of constructing a bicycle and pedestrian path along the southern City limits connecting to the Woodland Sports Park. Currently this alignment is a maintenance road owned and maintained by the City along Road 24A from Ashley Avenue to East Street. The assessment will include how the improved path will provide connection to other existing bicycle and pedestrian paths.

In order to use the funding, execution of an agreement between Caltrans and the City is required for the project.

Staff will be initiating a Request for Qualifications (RFQ) advertisement in the coming weeks in order to select a consultant for this project. After consultant selection and contract negotiation, staff will return to Council for contract approval.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager or Designee to execute an Agreement with the California Department of Transportation for the Woodland Parkway Safe Route to

School and Connectivity Study, CIP 18-05.

Prepared By: Clara Olmedo, Associate Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/15/2017	Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE WOODLAND PARKWAY SAFE ROUTES TO SCHOOL AND CONNECTIVITY STUDY; CIP 18-05

WHEREAS, the City of Woodland has received a Sustainable Communities Grant Program in the amount of $176,152 from the California Department of Transportation; and

WHEREAS, the Woodland Parkway Safe Routes to School and Connectivity Study; CIP 18-05 project is part of the FY 17/18 Capital Budget; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto;

WHEREAS, the City Council wishes to authorize the City Manager, or designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation 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 authorize the City Manager to execute the Fund Transfer agreements and any amendment thereto between the city and the California Department of Transportation for the Woodland Parkway Safe Routes to School and Connectivity Study; CIP 18-05.

PASSED AND ADOPTED this 22nd day of August 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor
ATTEST:

_____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 26.
SUBJECT: Authorize Contracts for 2016/2017 Urban and Community Forestry California Climate Investment Grants Project

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute agreements related to funding from the Urban Forestry Grant Program entitled "California Climate Investments Grant 2016/2017", as provided through the California Greenhouse Gas Reduction Fund.

Staff Contact:
Alex Halcon, Management Analyst, (530) 661-5885, alex.halcon@cityofwoodland.org

Fiscal Impact:
The City was awarded a grant of $356,850 of which $280,000 is to be used for contractors to create and Urban Forest Management Plan, perform stump grinding, and assist the city with facilitation of shade tree planting.

These contracts will be funded out of the grant awarded to the City of Woodland. The Cal Fire Grant appropriations has been budgeted in account 325-045-8130 for FY 17/18. The City of Woodland will be reimbursed by the state on a quarterly basis for the funds expended on these contracts.

Background:
The City submitted a concept proposal in December 2016 for the preparation of an Urban Forest Management Plan and the planting of 1200 shade trees in conjunction with the Woodland Tree Foundation. The City was notified on March 10, 2017 that the city was successful in this first phase of the grant application process. On April 18, 2017 the City Council approved the filing of the application for "Greenhouse Gas Reduction Fund" grant program funds. The City formally submitted the grant application to Cal Fire on April 26, 2017 and on May 22, 2017 the City of Woodland was notified that the city's application had been approved to receive funding.

Discussion:
Two critical elements of the grant application included the preparation of an Urban Forest Management Plan and a shade tree planting/maintenance project (a required component of the grant).

Urban Forest Management Plan: The City has selected Davey Resource Group to prepare an Urban Forest Management Plan. As part of this grant application process, the City solicited proposals to prepare this document. Proposals were due April 14, 2017; The City received 3 qualified proposals of which Davey Resource Group was selected to perform the task. The cost for Davey Resource Group to complete the Urban Forest Management Plan is $99,895. It is projected to take Davey one year to complete the plan.

The preparation of an Urban Forest Management Plan and public involvement in this task are consistent with General Plan policy 7.B.9 to "manage, enhance, and improve the city's tree canopy as a valuable ecological resource" and Urban Forest and Open Space Objective 1, “Increase Community Tree Canopy,” of the 2035 Climate Action Plan. In developing consensus for the future vision for Woodland's urban forest, the city and consultant will solicit public input through surveys, public meetings, and interviews. The consultant will also meet face-to-face with city program managers, engineers, planners, and park superintendents whose programs interact with and affect the urban forest in different ways.

The Urban Forest Management Plan will assess the current status of the city's urban forest, evaluate the cost-benefit of strategic community investment in trees and their care, review and update current street tree planting list, Identify ecologically sound tree care and maintenance practices, review of city tree ordinances, city processes, tree care standards, written policies and procedures for consistency with industry best management practices, Identify city management team and organizational structure required to effectively implement the plan; and estimate annual city budget needed to effectively achieve annual work plans and goals.

Shade Tree Planting Program (1200 Trees): The Woodland Tree Foundation will be the City's tree planting community partner. Trees will be planted on both public and private residential property. It is estimated that about 400 trees would be planted each fall in 2017, 2018, and 2019 (200 each year in public right-of-ways and 200 each year on residential parcels). Tree plantings would also occur on school properties, to be coordinated by the Woodland Tree Foundation. The City of Woodland will be contracting with Woodland Tree Foundation to coordinate private tree plantings the cost for Woodland Tree foundation to coordinate the private plantings will be $135,000 over the course of the three year grant period.

Over the course of the grant, volunteers would assist in the planting of the 1200 trees. An average tree planting event includes planting approximately 50-60 trees on a Saturday morning. Tree planting events generally include about 50 volunteers organized into small groups led by experienced volunteer tree planting leaders. The Woodland Tree Foundation will ensure the trees planted on public land receive sufficient water for 2-3 years until established. Each homeowner would receive instructions on proper watering techniques. (Homeowners agreeing to participate in the program would have to sign an agreement stating that they will care for the tree and that a grant representative can inspect their tree). The city will prune and maintain public owned trees.

Stump Grinding: As part of the tree-planting program, 86 tree stumps will be removed by West Coast Arborists to allow new trees to be planted. The removal of these trees will assist with the city reducing the number of tree stump removals (there are currently 120 work orders for tree stump removal). The removal of the tree stumps will expedite the replacement of trees in the City right-of-way. The cost for West Coast Arborists to remove 86 stumps will be $37,601. Additional stumps will be removed, after the completion of the first 86 removals, for a total contract amount not-to-exceed $45,000.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute agreements related to funding from the Urban Forestry Grant Program entitled "California Climate Investments Grant 2016/2017", as provided through the California Greenhouse Gas Reduction Fund.

Prepared By: Alex Halcon, Management Analyst

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
CalFire Grant Contracts Resolution	8/18/2017	Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS RELATED TO FUNDING FROM THE URBAN FORESTRY GRANT PROGRAM ENTITLED, "CALIFORNIA CLIMATE INVESTMENTS GRANT 2016/2017", AS PROVIDED THROUGH the CALIFORNIA GREENHOUSE GAS REDUCTION FUND

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted the California Greenhouse Gas Reduction Fund, which provide funds to the State of California and its political subdivisions for urban and community forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program to the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the State Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State;

WHEREAS, the City of Woodland was awarded grants funds to prepare an Urban Forest Management Plan and plant 1200 shade trees over a three year period; and

WHEREAS, the grant outlined entering into agreements to prepare an Urban Forest Management Plan, remove stumps in order to plant replacement trees, and work over a three-year period ($45,000 each year) with the Woodland Tree Foundation to assist with tree planting efforts

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

1) Authorize the City Manager to execute the following contracts on behalf of the City, as part of the 2016/2017 Urban and Community Forestry California Climate Investment Grant Project:
    a. Davey Resource Group in an amount not to exceed $100,000
    b. Woodland Tree Foundation in an amount not to exceed $135,000 over a three year period ($45,000 each year)
    c. West Coast Arborist in an amount not to exceed $45,000

PASSED AND ADOPTED by the City Council this 22nd day of August, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 27.
SUBJECT: Woodland Regional Park Site - State Parks Outdoor Environmental Education Faclities Grant Application

Recommendation for Action:
Staff recommends that the City Council adopt Resolution ___authorizing staff to submit an application to the State of California Department of Parks and Recreation for an Outdoor Environmental Education Facilities Grant to construct outdoor education trail improvements at the Woodland Regional Park Site.

Staff Contact:
Ken Hiatt, Assistant City Manager - Community and Economic Development, (530) 661-5930, ken.hiatt@cityofwoodland.org

Fiscal Impact:
The City will be submitting an application for a grant request for up to $500,000 with approximately $70,000 in matching funds for a total project amount of $570,000. The matching funds will be primarily from in-kind support and volunteers secured by Explorit as well as from city staff time in assisting in the project design and planning.

Maintenance of the improvements once constructed would necessitate an expenditure of approximately $10,000 annually. The maintenance responsibility of the improvements will be shared with Explorit Science Center and defined more specifically in the property lease agreement between the City and Explorit that will be completed for Council review prior to acceptance of the grant if awarded.

Background:
The Woodland Regional Park site (APN 042 030 012) is approximately 160 acres located on CR 25A, east of CR102. The site has had many uses over the past 75+ years since the City acquired it in 1935. One third of the site is a former City landfill. Well 26 was built in 1998 and is an operational city well site on the north side of the parcel which is accessed from CR25.

The site was declared surplus by the City Council on September 8, 2008. The perimeter of the site on the north and west is recommended to be reserved for future roadway improvements along CR102 and CR25. The site has been identified as having high biological value as Swainson's Hawk foraging habitat, in part as a result of its close proximity to nesting sites along Willow Slough. In addition, there is also the presence of several rare plant species. The site is not currently open to the public and is being maintained by the city. Previous uses of the Woodland Regional Park Site include:

- City Landfill (approximately 60 acres of north portion of site) - fill was used from south portion of the site to cover the "burn site" which consequently created a "lake" during the winter months due to the city's groundwater depths. The landfill was decommissioned in the late 1980's and the process of officially closing the landfill per the California State Regional Water Quality Control Board (the "Board") was started but was never officially completed. The city is currently in the process of officially closing the landfill, awaiting approval by the Board.

- In the late 1980's to early 1990's the landfill site was leased from the City as a BMX track.

- For many years Los Corporales occupied the southeast portion of the site. In September of 1995 the City of Woodland entered into an agreement with the Los Corporales de Woodland, a non-profit organization, to allow

the use of City property at the Regional Park site for the establishment of a facility that would periodically accommodate a traditional Mexican rodeo or related equestrian events. Los Corporales vacated the site in January 2009.

- In 1986 the Woodland/Davis Aeromodelers (WDA) relocated from their Davis site to the "Mavis Henson Field" designed and built at the Regional Park Site. WDA is a club-organized, volunteer organization dedicated to promoting the sport and hobby of Model Aviation, in and around the Woodland-Davis area. The Aeromodelers occupied and maintained the southern portion of the Regional Park until November 30, 2010 at which time they relocated to CR 29 in Yolo County. The site was vacated in January 2011.

- On September 21, 2010, an Exclusive Negotiating Agreement with OPDE US Corporation in order to develop one or more multi-megawatt solar plants in Woodland. This project terminated in September 2011 due to lack of community and Council support.

Swainson's Hawk Conservation Easement

In 2014, the Yolo Habitat Conservancy approached the City to see if it had

At its June 17, 2014 meeting, City Council directed staff to work with the Yolo County HCP/NCCP Joint Powers Agency, now Yolo Habitat Conservancy, to conduct the necessary next steps to record a Swainson's Hawk easement on a majority of the City's 160-acre Woodland Regional Park Site. Since this action, staff have been working with Conservancy staff to negotiate the terms of the Easement. The Conservancy has funding currently available within its mitigation funds to acquire the easement and have previously prioritized the use of those funds for this site should the City be interested. The Conservancy is also considering other sites within the County for use of these funds should they be unsuccessful in reaching agreement with the City.

Woodland Regional Park and Education Center Master Plan

The City's General Plan identifies the property as a publicly accessible open space. The conservation easement has been drafted to anticipate the improvement of the site with a trail system as well as drainage/wetland improvements to enhance the site a publicly accessible open space. To inform the terms of the Easement, conceptual plans were prepared to identify the location and types of improvements that could occur to ensure compatibility with the habitat values of the site.

In 2015, City Staff was contacted by representatives of Tuleyome, Conaway Preservation Group, and Explorit Science Center (Explorit) to discuss the potential for siting an environmental education center at the Regional Park. The groups had been investigating the possibility of creating a center on the Conaway Ranch that would provide educational experiences and further understandings about the connections among water, wildlife, habitat, agriculture, and culture. To gauge community interest, the group has been reaching out to local stakeholders to tour the site and explore potential programmatic partnerships. A presentation was made to the City's Parks and Recreation Commission on March 27, 2017, to provide them an update on the easement and potential for integrating an education center with the open space trail system on the site. The Commission expressed support of the project and desire to participate in on-going planning for the project.

At its July 6, 2017 meeting the City Council directed staff to take the following actions:

1. Direct staff to complete negotiations with the Yolo Habitat Conservancy for establishment of a conservation easement on the Site and return to Council with final easement documents and appraisal value; and
2. Approved Resolution No. authorizing the City Manager to prepare a lease agreement with Explorit for a portion of the Site for the development of an Environmental Education Center and return to City Council with final lease for approval; and
3. Direct staff to pursue grant funding opportunities in partnership with Explorit to fund improvements at the Site consistent with the proposed conservation easement and attached draft Master Plan for the Woodland Regional Park.

Discussion:
Since the July 6 meeting, staff and Explorit have been working to prepare the lease agreement and prepare multiple grants to complete improvements at the site. The subject of this report is specific to a State Parks and Recreation grant for Outdoor Environmental Education Facilities grant program (See OEEF Grant Program Guide - Attachment 2). The Parks grant is due on September 1st and has a maximum grant request amount of $500,000. Explorit, Tuleyome, and city staff are working collaboratively to prepare the application for the construction of an ADA accessible interpretive nature trail along the permimeter of the 20 acre seasonal wetland pond. Improvements will also include educational signs/displays that will educate the public regarding the habitat and ecosystems present on the site.

If awarded, the City would oversee the design, bidding, and construction of the improvements. Once completed the improvements would provide for formal and informal programming of this portion of the park that would be overseen by Explorit and the City through a joint use and management agreement.

In addition to this grant the project partners are working on two other grant funding opportunities. One grant is with the California Waterfowl Association to construct improvements to enhance the habitat value of the wetland. The other grant is a State Park grant that would provide for funding of the remaining "upland trail" network that would result in a total of approximately three miles of connected trails at the Park.

Alternative Courses of Action:

Conclusion:
Staff recommends that the City Council adopt Resolution No. authorizing staff to submit an application to the State of California Department of Parks and Recreation for an Outdoor Environmental Education Facilities Grant to construct outdoor education trail improvements at the Woodland Regional Park Site.

Prepared By: Ken Hiatt, Assistant City Manager - Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
1. Resolution	8/17/2017	Cover Memo
2. State Parks OEEF Grant Guide	8/17/2017	Cover Memo

RESOLUTION NO. ___
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND OF YOLO COUNTY APPROVING THE APPLICATION FOR OUTDOOR ENVIRONMENTAL EDUCATION FACILITIES GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Environment Education Facilities Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby: Approves the filing of an application for the Woodland Regional Park Outdoor Education Trail Project; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 22th___ day of August 2017.
I, the undersigned, hereby certify that the foregoing Resolution, Number _____was duly adopted by the City Council following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

APPROVED AS TO FORM:

_____
Kara Ueda, City Attorney

ATTEST:

_____
Ana B. Gonzalez, City Clerk

February 15, 2017

APPLICATION GUIDE
for the
Outdoor Environmental Education Facilities
Grant Program

State of California
Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services

"Creating Community through People, Parks, and Programs"

Send Applications and Correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

(916) 653-7423 or LocalServices@parks.ca.gov

www.parks.ca.gov/grants

Find us on: facebook CAParkGrants

"These things which can best be taught outdoors should there be taught."

~ L.B. Sharp

Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

The Office of Grants and Local Services (OGALS) Mission Statement

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS Vision Goals

- Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

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Outdoor Environmental Education Facilities Program
Grant Application Guide

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OGALS welcomes you to the Outdoor Environmental Education Facilities Program

Use this guide for the competitive application process.

- Review the GRANT ADMINISTRATION GUIDE before sending your APPLICATION PACKET to OGALS. It contains important information about OGALS' administrative requirements that is helpful for applicants to know before submitting an APPLICATION PACKET.

- Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is located on the front cover of this guide.

- Our web page is www.parks.ca.gov/grants. It features Outdoor Environmental Education Facilities Program technical assistance materials and updates, staff contacts, and the GRANT ADMINISTRATION GUIDE.

- See page 26 to 27 for the definitions of words and terms shown in SMALL CAPS.

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40)
On March 5, 2002, voters passed Proposition 40 by 56.8%, the $2.6 billion "California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002" (2002 Resources Bond). The passage of Proposition 40 provided funds for local assistance grants as set forth in Public Resources Code (PRC) §5096.600 through §5096.683.

Bond Act Intent
The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 is intended to acquire and develop properties of the state park system, to acquire and develop neighborhood, community, and regional parks and recreational areas, for land, air, and water conservation programs, including acquisition for those purposes, and to acquire, restore, preserve and interpret California's historical and cultural resources.

Outdoor Environmental Education Facilities Competitive Program Intent
To provide assistance to local agencies and community-based organizations with regard to the DEVELOPMENT of outdoor environmental education facilities.

I. Program Information

Application Deadline

The APPLICATION PACKET deadline for this one-cycle grant program will be announced by OGALS. APPLICATION PACKETS must be postmarked by the deadline posted on OGALS website at www.parks.ca.gov/grants. OGALS mailing address is located on the cover of this guide.

- APPLICANTS may submit multiple APPLICATION PACKETS.
- Each PROJECT SITE requires its own APPLICATION PACKET.
- Multiple APPLICATION PACKETS *may not* be submitted for the same PROJECT SITE.

Amount of Funds Available: To be determined

Minimum Grant Request: There is no minimum

Maximum Grant Request: $500,000

Match Funds: Optional; counts for 5 out of 100 points and consists of the APPLICANT agreeing to pay for all NON-CONSTRUCTION COSTS. See pages 22-24.

Eligible Projects

DEVELOPMENT of public outdoor structures and exhibits that facilitate focused learning. The focused learning must take place in a natural outdoor setting, with native vegetation. The learning must encompass the natural environment, and inspire environmental stewardship and an appreciation of the natural world. The learning must include an understanding of how humans interact with, and are dependent on, natural ecosystems. These structures and exhibits may provide OUTDOOR EDUCATION on their own (such as signs, kiosks, nature trails), or facilitate providing OUTDOOR EDUCATION (such as campfire centers, amphitheaters, group campgrounds).

Ineligible Projects

- Acquisition projects
- Education programs, activities, and programmatic development
- Purchase of specimens
- Indoor facilities, including nature centers, restrooms and traditional classrooms
- Community and botanical gardens
- Trail construction and improvements that do not provide for OUTDOOR EDUCATION

Eligible Applicants

- Cities and counties, including a city and county
- NONPROFIT ORGANIZATIONS (see page 27)
- DISTRICTS (see page 26)

II. Application Process

1. Review this guide to understand the APPLICATION PACKET requirements and plan your PROJECT.

2. Send one unbound copy of each APPLICATION PACKET to OGALS, postmarked by the application deadline. The APPLICATION PACKET section, beginning on page 4, provides directions and forms.

3. The APPLICATION PACKET may be sent by US Postal Service, or through an overnight delivery service.

4. Electronic submissions are not accepted.

5. OGALS will send a letter to APPLICANTS indicating receipt of the APPLICATION PACKET.

6. OGALS may request revisions of incorrect APPLICATION PACKET items.

7. Applications will be ranked by OGALS based on the Project Selection Criteria responses. Grant award decisions will be announced approximately six months after the application deadline. APPLICANTS will receive either a grant award or grant denial letter.

III. Grant Administration Process and Performance Period

1. OGALS will send an award letter to applicants whose projects have been selected for funding.

2. These applicants must attend a grant administration workshop.

3. After the workshop, OGALS sends a CONTRACT to grantees.

4. After the CONTRACT is signed by the grantee and OGALS, the grantee will receive a deed restriction to record on the title to the property if the grantee owns the land.

5. Once the deed restriction has been recorded (if applicable), the grantee may submit payment requests.

6. The project must be complete seven years and nine months from the APPROPRIATION DATE; the APPROPRIATION DATE is July 1 of the fiscal year in which the funds are appropriated in the state budget.

7. For a project to be considered complete, all scope items are built, the project is open to the public, and all final paperwork has been submitted to OGALS.

8. Grantees may incur ELIGIBLE COSTS after the APPROPRIATION DATE; however, costs incurred before the CONTRACT is signed by OGALS are at the grantee's own risk.

IV. Application Packet Checklist

Applicants must complete the checklist below and submit it with the APPLICATION PACKET. An APPLICATION PACKET will not be considered complete unless all items on the checklist are submitted. While all checklist items are required; some items may be submitted up to 60 days after the application deadline (see below). Send only the items shown in the Checklist. ***Do not* send letters of support or other supplementary materials.**

Applicant/Project Name:					
Application Item ☑	Application Guide Page #	Signed by AUTHORIZED REPRESENTATIVE ☑	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? **(must be within 60 days of deadline)**	Application Packet Page #
☐ Application Packet Checklist	Pg. 4		Required		Pg._____
☐ Application Form	Pg. 6	☐	Required		Pg._____
☐ Grant Scope/ Cost Estimate	Pg. 7	☐	Required		Pg._____
☐ Authorizing Resolution	Pg. 8	☐	Y / N	_____ date	Pg._____
☐ CEQA Compliance Certification Form	Pg. 11	☐	Y / N	_____ date	Pg._____
☐ Land Tenure Requirement	Pg. 12		Y / N	_____ date	Pg._____
☐ Sub-Leases or Agreements	Pg. 14		Y / N	_____ date	Pg._____
☐ Site Plan	Pg. 14		Y / N	_____ date	Pg._____
☐ Photos of the Project Site	Pg. 14		Y / N	_____ date	Pg._____
☐ Project Summary	Pg. 14		Required		Pg._____
☐ Project Selection Criteria	Pg. 15		Required		Pg._____
☐ Match Certification Form	Pg. 22	☐	Required		Pg._____

Additional Checklist for Nonprofit Applicants

Nonprofits must complete the checklist below and submit with the APPLICATION PACKET. These documents will be used in evaluating Criterion #5, Organizational Capacity.

***Do not* send letters of support or other supplementary materials.**

Application Item ☑	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? (must be within 60 days of deadline)	Application Packet Page #
☐ Letter of Determination from the Internal Revenue Service indicating 501(C)(3) status	Y / N	_____ date	Pg._____
☐ Articles of Incorporation	Y / N	_____ date	Pg._____
☐ Mission statement	Y / N	_____ date	Pg._____
☐ First two pages of the NONPROFIT'S most recently filed federal 990 Form	Y / N	_____ date	Pg._____
☐ Balance sheet showing assets and liabilities for most recent FY	Y / N	_____ date	Pg._____
☐ Income statement showing revenue and expenditure projections for the next calendar or fiscal year	Y / N	_____ date	Pg._____

Outdoor Environmental Education Facilities

Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT $
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (☑ all that apply) ☐ Owned in fee simple by APPLICANT ☐ Available (or will be available) under a _____year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
APPLICANT NAME AND MAILING ADDRESS	

AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION

_____

Name *(typed or printed)* and Title | Email address | Phone

APPLICATION CONTACT

_____

Name *(typed or printed)* and Title | Email address | Phone

GRANT CONTACT - For administration of grant if awarded *(if different from AUTHORIZED REPRESENTATIVE)*

_____

Name *(typed or printed)* and Title | Email address | Phone

GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.

_____ _____

Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution | Date

Print Name _____

Title _____

Outdoor Environmental Education Facilities
Grant Scope/Cost Estimate Form

GRANT SCOPE (Describe the PROJECT in 50 words or less):

Grant Scope Items (fold all construction and contingency costs into the associated element to be installed or renovated - a line item for contingency is not allowed) - ☑ all that apply:

Install New	Renovate Existing		Estimated Cost
☐	☐	Freestanding structures with interpretive signage	$_____
☐	☐	Outdoor exhibit(s) other than interpretive signage	$_____
☐	☐	Native habitat plantings in an OUTDOOR EDUCATION facility	$_____
☐	☐	Amphitheater, outdoor classroom, deck, plaza, dock or other gathering place used for OUTDOOR EDUCATION	$_____
☐	☐	Interpretive displays on existing trail(s)	$_____
☐	☐	Group camping facility	$_____
☐	☐	Nature trail	$_____
☐	☐	Other:_____	$_____
☐	☐	Other:_____	$_____
☐	☐	Other:_____	$_____

MATCH: For applications proposing to use grant funds for NON-CONSTRUCTION COSTS, indicate estimated costs (cannot exceed 25% of Grant Amount). If claiming the points for match, leave this blank. See page 22 for more information. **Estimated Cost:** $_____

Total Grant Amount Requested: $_____

The APPLICANT understands that all of the items listed on this form must be completed and open to the public before the final grant payment will be made.

_____ _____

AUTHORIZED REPRESENTATIVE Signature Date

Authorizing Resolution

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Body agrees to all the terms of the CONTRACT; it provides a descriptive PROJECT title and confirmation that the APPLICANT has the funding to complete the proposed PROJECT if awarded.
2. Designates a position title to represent the Governing Body on all matters regarding the application and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires the AUTHORIZED REPRESENTATIVE to submit a letter (on letterhead) or email to OGALS delegating authority.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*. Any changes to the language may require OGALS Legal Office review. The time involved with the legal review process may delay application approval and could affect OGALS ability to fund the PROJECT.

All signatures required in this application guide are the signature of the AUTHORIZED REPRESENTATIVE. Submitted documents need not contain "wet" signatures; but the applicant must keep all original signed documents.

Resolution No: _____

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors/Directors) OF (City, County, District, or Non-Profit Organization)

Approving the Application for

OUTDOOR ENVIRONMENTAL EDUCATION FACILITIES GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Environmental Education Facilities Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (Applicant's Governing Body) hereby: Approves the filing of an application for the (name of project); and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____day of _____, 20_____

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (Applicant's Governing Body) following a roll call vote:

Ayes:

Noes:

Absent:

_____
(Clerk)

CEQA Compliance

"CEQA" is the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq., Title 14 California Code of Regulations §15000 et seq. CEQA law establishes policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity's proposed PROJECT. For more information, see http://ceres.ca.gov/ceqa/.

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

CEQA compliance must be complete within 60 days of the application deadline.

- Provide the CEQA Compliance Certification Form on page 11
- Provide a Notice of Exemption *or* the Notice of Determination that has been filed and stamped by the County Clerk.
- If this documentation is not received within 60 days of the application deadline, the application will be disqualified.

Outdoor Environmental Education Facilities

CEQA Compliance Certification Form

Applicant: _____

Project Name: _____

Project Address: _____

When was CEQA analysis completed for this Grant Scope? Date: _____

What documents were filed for this project's CEQA analysis: (check all that apply)

☐ Initial Study ☐ Notice of Exemption ☐ Negative Declaration

☐ Mitigated Negative Declaration ☐ Environmental Impact Report

☐ Other _____

Attach the Notice of Exemption or the Notice of Determination that has been filed and stamped by the County Clerk.

If these documents were not filed, provide a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date the project was approved by the Lead Agency.

Lead Agency Contact Information (Public agency responsible for environmental review and approval):

Agency Name: _____Contact Person: _____

Mailing Address: _____

Phone: (___)_____ Email: _____

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the PROJECT identified above and that the PROJECT is described in adequate and sufficient detail to allow the PROJECT'S construction.

I certify that the CEQA analysis for this PROJECT encompasses all aspects of the work to be completed with GRANT funds.

_____ _____

AUTHORIZED REPRESENTATIVE (Signature) Date

AUTHORIZED REPRESENTATIVE (Printed Name and Title)

Land Tenure Requirement

The purpose of the land tenure requirement is to verify that the APPLICANT has sufficient legal rights to the property to fulfill the terms of the CONTRACT.

- Grant amounts up to $100,000 require at least 20 years of land tenure.
- Grant amounts greater than $100,000 require at least 30 years of land tenure.
- The 20 or 30 year land tenure requirement begins on the APPROPRIATION DATE.

If the APPLICANT owns PROJECT SITE in fee simple, provide one of the following:

- Deed or deed recordation number
- Title report
- Track map (if owner's name provided)

If the APPLICANT does not own the PROJECT SITE in fee simple, provide Land Tenure Agreement Form on page 13, and:

- Signed land tenure agreement, with the sections of the agreement highlighted that meet the requirements in the Land Tenure Agreement Form

Or

- Unsigned land tenure agreement, with the sections of the agreement highlighted that meet the requirements in the Land Tenure Agreement Form, and
- Letters from the AUTHORIZED REPRESENTATIVE and the landowner, committing to sign the agreement should the grant be awarded.

Contract: Land Tenure Provisions

If awarded a grant, the land tenure requirements in the CONTRACT are shown below. The entire grant CONTRACT including all provisions can be found in the GRANT ADMINISTRATION GUIDE.

Contract Provisions - Use of Facilities:

- The GRANTEE agrees that it shall operate and maintain the property developed with the grant monies in accordance with the land tenure requirements set forth in the Outdoor Environmental Education Facilities GRANT ADMINISTRATION GUIDE.
- The GRANTEE agrees that it shall use the property developed with grant monies under this CONTRACT only for the purposes of the GRANT. No other use, sale or other disposition or change of use of the property to one not consistent with the GRANT SCOPE shall be permitted except as authorized by a specific act of the Legislature. The property shall be replaced with property of equivalent value and usefulness as determined by the State.
- The property developed may be transferred to another eligible entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of the State.

Outdoor Environmental Education Facilities
Land Tenure Agreement Form

If the APPLICANT does not own the land in fee simple, the APPLICANT must complete this form

Applicant: _____

Project Name: _____

Attach a copy of the signed land tenure agreement. Identify the page numbers where the following information can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. All items are required.

Type of Agreement _____
Identify the type of agreement, for example: lease, joint powers agreement, easement, memorandum of understanding, etc.

Parties to the Signed Agreement .....Page _____
- Highlight the sections which identify the parties to the agreement.
- The agreement must be signed and dated by all parties.

Term of the Agreement .....Page _____
- All grant amounts up to $100,000 require at least 20 years of land tenure.
- All grant amounts greater than $100,000 require at least 30 years of land tenure.
- The 20 or 30 year land tenure requirement begins on the APPROPRIATION DATE.

Renewal Clause .....Page _____
The renewal clause must include an option, which can be non-binding, for the APPLICANT/GRANTEE to renew the agreement beyond the original 20 or 30 year term.

Termination (Revocability).....Page _____
Either of the following is acceptable:
- No termination clause - the agreement is irrevocable.
- Termination clause specifies that the agreement is only revocable due to breach by the APPLICANT.

The agreement cannot allow the land owner to revoke the agreement for any other reason than breach, i.e., at will.

Site Control, Roles and Responsibilities.....Page(s) _____
- The agreement must authorize the APPLICANT to proceed with the construction PROJECT should the GRANT be awarded. The APPLICANT may delegate construction to other entities.
- The agreement establishes when the general public can use the PROJECT and gives the APPLICANT permission to operate the PROJECT SITE (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities but is bound through the CONTRACT provisions to ensure full public access for the duration of the land tenure should the GRANT be awarded.
- The agreement identifies which entity will maintain the PROJECT SITE. The APPLICANT may delegate maintenance to other entities but is bound through the CONTRACT provisions to ensure maintenance of the PROJECT SITE for the duration of the land tenure should the GRANT be awarded.

Sub-Leases or Other Agreements
Provide a list of any *other* leases or agreements, not related to land tenure, affecting PROJECT property such as maintenance agreements, concessionaire contracts, etc. If necessary, note if the status of the lease or agreement is proposed or draft.

Or

If this item does not apply, provide a statement saying “there are no subleases or other agreements.”

Concept Level Site Plan
Provide a drawing no larger than 11"x17" clearly showing the boundary of the PROJECT SITE and location of each scope item listed in the GRANT SCOPE/Cost Estimate form.

Photos of the Project Site
Provide up to four pages of photographs with labels, showing the PROJECT SITE and its surrounding area. Provide a caption for each photo describing what is depicted. Indicate direction (north, south, east, or west). There are no requirements on the number of photos per page.

Project Briefing
To facilitate OGALS’ understanding of the proposed PROJECT, provide a summary of the PROJECT and describe any additional enhancement or development plans to be made to the PROJECT SITE. The briefing is not scored. The briefing must be no more than one page, double-spaced, 12 point Arial font.

V. Project Selection Criteria

Project Selection Criteria Overview

OGALS will use Project Selection Criteria responses to rank all competing applications. All competing applications start with 0 points. The maximum score is 100 points.

CRITERIA TITLE	POINT VALUE
1. The Problem: Need for Outdoor Environmental Education	25
2. The Solution: Educational Opportunities	25
3. Who will be served: Population Groups and Applicant Experience	15
4. Getting There and Project Availability	15
5. Organizational Capacity	10
6. Long Term Programming, Operation and Maintenance	5
7. Match Funds	5
Maximum Score	**100**

- Respond to the Project Selection Criteria in the order outlined above. Please respond to each criterion separately. Criterion 7 requires completion of the Match Certification Form on page 22.

- Label the responses to follow the same number and/or letter order of each Criteria question.

- Do not repeat the prompt in your response.

Criterion Response Page Limit

- There is a 10 page limit for the Project Selection Criterion responses, which must be provided on single-sided, 8 ½" x 11" pages, double-spaced, with 12-point Arial font. Criterion 7, the Match Certification Form, is not considered part of the 10 page limit.

- Attachments associated with criteria responses will not be counted as part of the 10 page limit.

- Any portion of the criterion responses that exceeds the 10 page limit will not be reviewed.

Criterion 1 – The Problem: Need for Outdoor Environmental Education (25 Points)

Substantiate the need for this PROJECT, explaining the general OUTDOOR EDUCATION needs and specifically why these needs exist at the PROJECT SITE.

A. What are the OUTDOOR EDUCATION needs that this PROJECT will address?

B. Why is this PROJECT needed at this PROJECT SITE?

Need for Outdoor Environmental Education	Points
There is an overwhelming need for this PROJECT; and there is a serious deficiency of similar OUTDOOR EDUCATION opportunities.	25-19
There is a compelling need for this PROJECT; and there is a deficiency of OUTDOOR EDUCATION opportunities.	18-12
There is a need for this PROJECT; and there is some deficiency of OUTDOOR EDUCATION opportunities.	11-6
There is minimal need for this PROJECT; and the deficiency of similar OUTDOOR EDUCATION opportunities is not well substantiated.	5-1
The need for the PROJECT was not substantiated.	0

Criterion 2 – The Solution: Educational Opportunities (25 points)

Describe how the PROJECT will facilitate a wide variety of learning and discovery opportunities that accomplish the following:

A. Communicate the significance and value of the outdoor environmental resource(s).

B. Present the resource(s) within the context of their local, as well as larger, ecosystems.

C. Actively engage the visitor's senses: auditory, visual, tactile and kinesthetic.

D. Illustrate the connection between the challenges to the resources and corresponding solutions so that visitors understand the actions that can be taken to positively respond to adverse and significant impacts on the resources**.**

E. Reveal solutions and connections that educate and inspire visitors to take steps to effect positive changes on the resource(s).

Educational Opportunities	**Points**
Compared to other APPLICATIONS, the PROJECT will facilitate comprehensive learning and discovery opportunities to educate the public about the resources, challenges facing the resources, and solutions to the challenges.	25-17
Compared to other APPLICATIONS, the PROJECT will facilitate adequate learning and discovery opportunities to educate the public about the resources, challenges facing the resources, and solutions to the challenges.	16-8
Compared to other APPLICATIONS, the PROJECT will facilitate minimal learning and discovery opportunities to educate the public about the resources, challenges facing the resources, and solutions to the challenges.	7-1
No learning and discovery opportunities about the resources were substantiated.	0

Criterion 3 – Who will be served: Population Groups and Applicant Experience (15 points)

A. Describe how this PROJECT will serve the needs of multiple population groups, such as: senior citizens, ethnic groups, school children, families, economically disadvantaged and any other unique population groups who lack access to OUTDOOR EDUCATION. As relevant, describe demographic, economic, and geographic characteristics.

Serves Population Groups	**Points**
The PROJECT will effectively serve the needs of a wide range of population groups who lack access to OUTDOOR EDUCATION.	10
The PROJECT will serve the needs of some population groups who lack access to OUTDOOR EDUCATION.	5
The PROJECT will effectively serve the needs of limited range of population groups who lack access to OUTDOOR EDUCATION or did not respond.	0

B. Describe any previously executed strategy for attracting and serving identified population groups by the APPLICANT, (or any project manager working with the APPLICANT):

- Describe the previously targeted population group(s)
- Describe the project or event
- List strategic goals, methods, and outcomes

Applicant Experience	**Points**
The response indicates that the APPLICANT or its affiliate has successfully attracted and served identified population groups.	5
No experience by the APPLICANT with successfully attracting and serving identified population groups was described.	0

Criterion 4 – Getting There and Project Availability (15 points total)

A. Describe transportation methods that are available to access the PROJECT SITE, including but not limited to walking, biking, public transit, and private vehicle. For public transit methods, include frequency and proximity of transportation routes to the PROJECT SITE.

Transportation Options	**Points**
The project site will be accessible through a wide range of practical transportation options.	8
The PROJECT SITE will be accessible through limited public and private transportation options.	5
The PROJECT SITE will only be accessible only by private transportation options, or response did not clearly describe available transportation methods.	2

B. Using the chart below, show the hours of public operation. If access to the PROJECT SITE will vary throughout the year:

- Explain any seasonal variations, reservation requirements, or special hours for specific groups.
- Provide information on the days and hours for each season, if applicable.
- Provide total hours/weeks averaged over the entire year.

Sun	Mon	Tues	Wed	Thurs	Fri	Sat	**Total**

Days and Hours	**Points**
The PROJECT SITE will be open at least 40 hours a week, including both weekend days.	7
The PROJECT SITE will be open at least 32 hours a week, including both weekend days.	5
The PROJECT SITE will be open at least 24 hours a week, including one weekend day, or by appointment only.	3
The PROJECT SITE will be open less than 24 hours a week.	0

Criterion 5: Organizational Capacity (10 points)

A. In evaluating organizational capacity, OGALS will consider:

- APPLICANT's history of completing and operating grant projects administered by OGALS (if applicable)
- APPLICANT performance during the application process
- Publically available information, as well as information provided by the additional nonprofit requirements.

Provide *one or more* examples of capital outlay projects not administered by OGALS similar in type, scope, and/or dollar amount completed by the APPLICANT, (or by any project manager working with the APPLICANT).

For each example provide the following information:

1. Scope of project
2. Total project costs
3. Project amount and funding source(s)
4. Discuss required completion date relative to actual completion date

Organizational Capacity	**Points**
The available information indicates that the project is very likely to be completed on time, and within budget.	**8**
The available information indicates that the project is likely to be completed on time, and within budget.	**4**
The available information indicates that the project is unlikely to be completed on time, and within budget.	**Will not fund**

B. Provide specific examples demonstrating experience and accomplishments with incorporating learning and discovery opportunities in a project.

OUTDOOR EDUCATION Capacity	**Points**
The information provided demonstrates that the applicant, and/or their design team and/or partners, have successfully designed projects incorporating a wide variety of learning and discovery opportunities.	**2**
The information provided **shows neither** the APPLICANT, nor any design team or partner to be used, has experience designing learning and discovery opportunities.	**0**

Criterion 6: Long Term Programming, Operation and Maintenance (5 Points)

Describe the plan for long term sustainability of the PROJECT including its programming, operation and maintenance. Demonstrate ability to sustain the PROJECT for the entire 20 or 30 year term based on land tenure requirements.

A. Describe APPLICANT experience in operating this type of PROJECT.

B. What funding sources will be used to continue the programming, operation and maintenance of the PROJECT for the 20 or 30 year term? Funding sources may include, but are not limited to the APPLICANTS own funds, fees, special event charges, other grants, etc.

C. If applicable, describe any additional resources, such as partners or volunteers, who will contribute to the long term stability of the PROJECT.

D. What position or positions will be responsible for programming, operation and maintenance? How much of their time will be dedicated to that responsibility?

Long Term Programming, Operation and Maintenance	Points
The APPLICANT provided a clearly developed plan to sustain the PROJECT for the entire 20 or 30 year term, including programming, operation and maintenance.	**5**
The APPLICANT'S plan appears unlikely to sustain the PROJECT and meet the PROJECT'S programming, operational and maintenance needs OR did not provide a response.	**Will not fund**

Please review the length of your criterion responses.
As a reminder, the responses must be no more than
10 double-spaced, single-sided pages in 12 point Arial font.

Criterion 7: Match Funds (5 Points)
Complete the Match Certification Form below; OGALS will review and determine the Match contribution for this project.

This form is not part of the 10 page maximum for criteria responses.

Match Funds	Points
APPLICANT/GRANTEE will utilize GRANT funds for CONSTRUCTION COSTS *only.* NON-CONSTRUCTION COSTS will be funded from other sources and will not be eligible.	**5**
APPLICANT/GRANTEE may use GRANT funds for NON-CONSTRUCTION COSTS. Expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS will be eligible. (The APPLICANT has noted the estimated cost of non-construction costs on the Grant Scope/Cost Estimate form.)	**0**

Match Certification Form

Applicant/Grantee: _____

Project Name: _____

OGALS shall assign a higher priority to applications that include a commitment for match. If the GRANT is awarded, this form will be referenced during grant administration for payments.

Check one of the following categories:

☐ **Applicant/Grantee Provides Match**:
The APPLICANT/GRANTEE will use Outdoor Environmental Education Facilities Grant funds for CONSTRUCTION COSTS only. The applicant will absorb any additional costs necessary to complete the PROJECT, such as NON-CONSTRUCTION COSTS, and therefore will submit expenditures for CONSTRUCTION COSTS *only.* These additional costs represent the applicant's match. ***Match = 5 points***

Or

☐ **Applicant/Grantee Does NOT Provide Match**:
The APPLICANT/GRANTEE may use Outdoor Environmental Education Facilities Grant funds for NON-CONSTRUCTION COSTS (up to 25% of the GRANT Amount) and therefore may submit expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS. ***Match = 0 points***

I understand that the match category selected must be adhered to during the administration of the GRANT and cannot be changed.

_____ Date
AUTHORIZED REPRESENTATIVE
(Signature)

_____
AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

VI. Eligible/Ineligible Costs

ELIGIBLE CONSTRUCTION COSTS

Up to 100% of GRANT Amount

These are the only ELIGIBLE COSTS for APPLICANTS providing match (see page 22)

EXAMPLES

- **Site preparation, grading, demolition**
- **Purchase and installation of permanent facilities**, such as signage, kiosks and other small structures.
- **Construction supplies and materials**: may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.
- **Construction equipment owned by GRANTEE**: equipment owned by the GRANTEE may be charged to the GRANT for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.
- **Construction equipment rented or purchased by GRANTEE**: Equipment may be rented or purchased, whichever is the most economical use of grant funds.

  For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE (Rental rates published by the California Department of Transportation may be used as a guide). The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.
- **Construction management**: includes scheduling mobilization, directing equipment, materials, construction personnel, and site inspections.
- **Employee services**: for direct costs related to construction. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.

NON-CONSTRUCTION COSTS

Maximum 25% of GRANT Amount

(Only eligible if not receiving match points, see page 22)

EXAMPLES

- **Plans, specifications, construction documents, and cost estimates**
- **Design of permanent facilities,** such as signage, kiosks and other small structures.
- **Permits**
- **Premiums on hazard and liability insurance to cover personnel or property.**
- **Fidelity bond premium cost for NONPROFITS:** see GRANT ADMINISTRATION GUIDE
- **Bid package preparation and process**
- **Employee services**: for direct costs related to grant administration/ accounting. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.
- **Grant administration/accounting:** includes completion and submission of forms and payment requests.

INELIGIBLE COSTS

Cannot be charged to the GRANT

EXAMPLES

- **CEQA Costs**
- **Fundraising**
- **Food**
- **Grant Writing**
- Any part of a building or facility which does not meet the intent of the program, and is not related to the need to provide, or support OUTDOOR EDUCATION. Examples include, but are not limited to, unrelated office, storage and equipment space.
- Objects/Items for display, for example: collections, specimens, artifacts and animals.
- Materials or programs including brochures, audios, videos and films.
- Costs for developing or staffing programs, for example: interpretation and outdoor education.
- Indoor facilities or spaces.
- **Repairs, restoration and maintenance:** activities intended to keep a facility functional at its designed level of service and life expectancy.
- **Movable equipment:** includes tables, chairs, table top computers, etc.
- **Outside the GRANT PERFORMANCE PERIOD:** costs incurred before or after the GRANT PERFORMANCE PERIOD
- **Indirect costs:** overhead business expenses of the GRANTEE'S *fixed or ordinary operating costs*: (rent, mortgage payments, property taxes, utilities and office supplies)
- **Software** (not related to the GRANT SCOPE)
- **Acquisition Costs**
- **Outside PROJECT SITE boundaries:** Streets, traffic lights, electricity, water mains or other infrastructure not located within the PROJECT SITE.

VI. Definitions

Words and terms shown in small caps in this guide are defined below.

APPLICANT – an entity which does not yet have a fully-executed CONTRACT with OGALS, and is requesting grant funding through a competitive process.

APPLICATION PACKET – the application form and its required attachments as listed in the application checklist.

APPROPRIATION DATE – July 1 of the fiscal year in which funds have been appropriated in the State Budget. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

AUTHORIZED REPRESENTATIVE – the APPLICANT'S/GRANTEE'S designated position authorized to sign all required grant documents on behalf of the APPLICANT.

CONSTRUCTION COSTS – Costs incurred after ground breaking (such as gutting, grading or site preparation) directly related to the building of the project. See page 23 for details.

CONTRACT – an agreement between OGALS and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, and other grant obligations between the GRANTEE and OGALS.

DEVELOPMENT – the physical improvement of real property including the construction of facilities or structures.

DISTRICTS – Any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with PRC §5500) of Chapter 3, any recreation and park district formed pursuant to Chapter 4 (commencing with PRC §5780), or an authority formed pursuant to Division 26 (commencing with PRC §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other district that is authorized by statute to operate and manage parks or recreational areas or facilities, employs a full-time park and recreation director, offers year-round park and recreation services on lands and facilities owned by the district, and allocates a substantial portion of its annual operating budget to parks or recreation areas.

ELIGIBLE COSTS – expenses directly related to the completion of the GRANT SCOPE, and which may be charged to the grant if (1) there is a fully executed CONTRACT between the GRANTEE and OGALS; (2) they are incurred *during* the GRANT PERFORMANCE PERIOD; (3) they are consistent with the eligible cost charts on pages 23-24; and (4) are consistent with the match certification form on page 22.

GRANT – funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a CONTRACT with OGALS for a GRANT funded by the Outdoor Environmental Education Facilities Grant Program.

GRANT ADMINISTRATION GUIDE – the document titled the *Grant Administration Guide for Outdoor Environmental Education Facility Grants* available from OGALS. The guide provides requirements and forms for grant administration.

GRANT PERFORMANCE PERIOD – the period of time, starting with the APPROPRIATION DATE, during which ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the grant, and ending eight years after the APPROPRIATION DATE.

GRANT SCOPE – the items listed in the Grant Scope/Cost Estimate Form on page 7 that must be completed.

NON-CONSTRUCTION COSTS – Expenses incurred prior to ground breaking, as well as costs associated with grant administration, as described on page 24.

NONPROFIT ORGANIZATIONS – Any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (commencing with Corporations Code §5000), qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.

OGALS – The California Department of Park and Recreation's Office of Grants and Local Services.

OUTDOOR EDUCATION – focused learning in a natural outdoor setting about the natural environment that inspires environmental stewardship and an appreciation of the natural world, including understanding how humans interact with, and are dependent on, natural ecosystems.

PROJECT – items listed in the GRANT SCOPE/Cost Estimate Form.

PROJECT SITE – the facility in which the PROJECT is located; typically this would be a park, trail or wilderness area.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 28.
SUBJECT: League of California Cities 2017 Annual Conference - Resolutions for Consideration

Recommendation for Action:
Staff recommends that Council receive this informational report on resolutions to be considered by member cities at the annual business meeting of the League of California Cities, to be held on September 13, 2017.

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

Background:
As is customary, the League of California Cities holds its formal business meeting each year in conjunction with its Annual Conference. At this meeting, League member cities are typically asked to consider formal resolutions brought forward for consideration by either the League's nominating committee and/or individual member cities. Specific criteria are set to submit these resolutions for consideration, such as only issues having a direct bearing to municipal affairs, the issue is not just for local or regional concern, policy should not restate existing policy of the League and should achieve one of the following objectives: 1) public or media attention on an issue of major importance, 2) establish new policy direction, 3) consider important issues or 4) amend League Bylaws.

Earlier this year, the City Council appointed Council Member Stallard as the voting delegate for the City of Woodland. This year, two resolutions have been introduced for consideration by the voting delegates at the Annual Conference.

Resolution No.1 – Resolution Calling Upon the Governor and Legislature to Enter into Discussion with League and Other Public Safety Stakeholders to Identify and Implement Strategies that will reduce the Unintended Negative Impacts to Existing Criminal Law. This Resolution seeks to address increases in crime in the wake of AB 109 (2011), Proposition 47 (2014), which reclassified a host of felony offenses as misdemeanors, and Proposition 57 (2016), which revised the rules of parole for what are designated "non-violent" offenders under the California Penal Code, but in fact comprise a number of criminal acts that are violent in nature, or may be committed to facilitate a violent outcome (for example, discharging a firearm from a motor vehicle).

This Resolution would direct staff to seek legislation expanding the term "violent felony" as defined in the California Penal Code; to tighten the criteria for the release of non-violent, nonserious, non-sex offender inmates; to mandate consideration of an inmate's entire criminal history as part of the deliberations involving whether to grant in individual parole; and to consider creation of a task force that would be charged with issuing a report recommending further changes in law, and supported by documentation collected by local agencies and other key stakeholders.

Resolution No.2 – Resolution Supporting Legislation Amending Government Code Section 38611 to Clarify the Definition of Local Control Providing Broad Statutory Authority for Local Officials to Determine Emergency Service Levels and Direct Emergency Medical Response within their Jurisdictions. This resolution calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, Providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions

Per League rules of procedure, the applicable League Policy Committee(s) will convene to consider the resolutions, with their report and recommendations then being forwarded to the General Resolutions Committee. The recommendations

their report and recommendations then being forwarded to the General Resolutions Committee. The recommendations of each of the committees will be presented to the League's Voting Delegates prior to a vote.

Conclusion:
Staff recommends that Council receive this informational report on resolutions to be considered by member cities at the annual business meeting of the League of California Cities, to be held on September 13, 2017.

Prepared By: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
LofCC Resolutions Packet	8/17/2017	Backup Material

Annual Conference Resolutions Packet

2017 Annual Conference Resolutions

Sacramento, California
September 13 – 15, 2017

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolutions referred to it. The committee is Public Safety. The committee will meet from 9:00 – 11:00 a.m. on Wednesday, September 13, at the Hyatt Regency. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 14, at the Hyatt Regency in Sacramento, to consider the report of the policy committee regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 14. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

    (a) Focus public or media attention on an issue of major importance to cities.

    (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.

    (c) Consider important issues not adequately addressed by the policy committees and board of directors.

    (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 13
Hyatt Regency Sacramento
1209 L Street, Sacramento
9:00 – 11:00 a.m.: Public Safety

General Resolutions Committee
Thursday, September 14, 1:00 p.m.
Hyatt Regency Sacramento
1209 L Street, Sacramento

Annual Business Meeting and General Assembly Luncheon
Friday, September 15, 12:30 p.m.
Sacramento Convention Center
1400 J Street, Sacramento

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Implement Strategies to Reduce Negative Impacts of Recent Changes to Criminal Laws			
2	Local Control for Emergency Medical Response			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A	Approve
D	Disapprove
N	No Action
R	Refer to appropriate policy committee for study
a	Amend+
Aa	Approve as amended+
Aaa	Approve with additional amendment(s)+
Ra	Refer as amended to appropriate policy committee for study+
Raa	Additional amendments and refer+
Da	Amend (for clarity or brevity) and Disapprove+
Na	Amend (for clarity or brevity) and take No Action+
W	Withdrawn by Sponsor

Procedural Note:
The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Resolution Process.

2017 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

1. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSION WITH LEAGUE AND OTHER PUBLIC SAFETY STAKEHOLDERS TO IDENTIFY AND IMPLEMENT STRATEGIES THAT WILL REDUCE THE UNINTENDED NEGATIVE IMPACTS OF EXISTING CRIMINAL LAW

Source: City of Whittier
Concurrence of five or more cities/city officials: Cities: La Mirada; Lakewood; Monrovia; Pico Rivera; Rolling Hills; Santa Fe Springs; and South Gate
Referred to: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, during the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Many of those changes have been needed and necessary, as not all crimes should be punished with jail sentences; and

WHEREAS, California cities, counties, and the State, however, are facing increased crime which endangers the health and safety of police officers, residents, business owners, and property due to some of these legislative changes which created a situation where violent and career criminals are serving little to no prison time; and

WHEREAS, negative impacts from State legislative changes have been far reaching and crime rates and the number of victims are skyrocketing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders; and

WHEREAS, incentives for offenders to voluntarily enroll in substance abuse programs have diminished, which has had the effect of eroding the safety of our communities; and

WHEREAS, AB 109 transferred nearly 45,000 felons from the State prison system to local jail facilities, which were not designed to house criminals on a long-term basis and were unprepared for such an increase in incarcerations, resulting in lower-level criminals being released early, directly impacting rising property crime rates throughout the State; and

WHEREAS, many probationers who have severe mental illness are released into communities where they continue to commit crimes that adversely impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

WHEREAS, Proposition 47, The Safe Neighborhoods and Schools Act, downgraded a number of serious crimes from felonies to misdemeanors—drug possession, repeated shoplifting, forging checks, gun theft, and possession of date-rape drugs; and

WHEREAS, Proposition 57 categorizes rape by intoxication, rape of an unconscious person, human trafficking involving sex with minors, drive-by shooting, assault with a deadly weapon, domestic violence, hate crime causing physical injury, and corporal injury to a child as "non-violent" felonies and offenders convicted of violating such laws are able to avoid appropriate prison sentences; and

WHEREAS, under Proposition 57, criminals who commit multiple crimes against multiple victims will be eligible for release at the same time as offenders who only committed a single crime against a single victim and allows repeat criminals to be eligible for release after the same period of incarceration as first time offenders; and

WHEREAS, cities must join together to voice their concerns for these legislative changes that have created an adverse impact on the safety of residents and businesses in local communities.

NOW, THEFORE, BE IT RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 15, 2017, to:

1. Direct League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent and future criminal law based on appropriate documentation by local agencies to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

2. Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.

3. Continue to advocate to place into law that for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following:

    - Murder or voluntary manslaughter.
    - Mayhem.
    - Rape.
    - Sodomy by force, violence, duress, menace, or threat of great bodily harm.
    - Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
    - Lewd acts on a child under the age of 14 years.
    - Any felony punishable by death or imprisonment in the state prison for life.
    - Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven.
    - Attempted murder.
    - Assault with intent to commit rape or robbery.

- Assault with a deadly weapon or instrument on a peace officer.
- Assault by a life prisoner on a non-inmate.
- Assault with a deadly weapon by an inmate.
- Arson.
- Exploding a destructive device or any explosive with intent to injure.
- Exploding a destructive device or any explosive causing great bodily injury.
- Exploding a destructive device or any explosive with intent to murder.
- Robbery.
- Kidnapping.
- Taking of a hostage by an inmate of a state prison.
- Attempt to commit a felony punishable by death or imprisonment in the state prison for life.
- Any felony in which the defendant personally used a dangerous or deadly weapon.
- Escape from a state prison by use of force or violence.
- Assault with a deadly weapon.
- Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22.
- Carjacking.
- Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
- Throwing acid or flammable substances with intent to injure.
- Continuous sexual abuse of a child.

4. Request the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

5. Encourage the collection and organization of real world data from cities and counties on the universe of post-release community supervision (PRCS) offenders.

6. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of recent policy changes to the criminal justice system.

7. Call for the Governor and the Legislature to work with the League and others stakeholders to consider and implement such criminal justice system reforms.

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Background Information on Resolution No. 1

Source: City of Whittier

Background:
During the past several years, State legislative changes have made fundamental alterations to the fabric of California's criminal justice system. Some changes have been needed, as not all crimes should be punished with jail sentences. These changes included AB 109 as well as Propositions 47 and 57.

Approved in 2011, AB 109 was approved, transferring nearly 45,000 felons from the State prison system to local jail systems, resulting in lower-level criminals being released early. Then, Proposition 47, so called The Safe Neighborhoods and Schools Act, was approved by California voters in 2014. It reclassified and downgraded a number of serious crimes from felonies to misdemeanors. Similarly, Proposition 57, called The Public Safety and Rehabilitation Act, was approved by voters in 2016 and allows the State to provide for the release of up to 30,000 criminals convicted of "non-violent" felonies, including rape by intoxication, driveby shooting, human trafficking involving sex act with minors, assault with a deadly weapon, to name a few. Additionally, under Prop 57 repeat criminals are eligible for release after the same period of incarceration as first time offenders.

Now, California cities and counties are facing increasing crime rates which are being connected to these legislative actions which created a situation where violent and career criminals are serving little to no prison time while low-level offenders commit multiple crimes with limited consequences. This increasing level of crime endangers the health and safety of our residents, police officers, and property. Negative impacts from these State legislative changes have been far reaching, and crime rates and the number of victims are increasing throughout California. The negative impacts of these laws were unintended when voters and legislators approved the laws, which were instead intended to help lower the prison population in California prisons and appropriately rehabilitate non-violent offenders.
As an example, the Public Policy Institute of California reports since 2015:

- California has experienced an uptick in overall crime
- Property crime is up 145%, violent crime up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB109

To make matters even worse, during the past two years we've seen officers shot, wounded and killed in communities throughout California including Whittier, Downey, Lancaster, Palm Springs, San Diego, Stanislaus County, and Modoc County. Further, the number of U.S. police officers killed in the line of duty hit a five-year high in 2016. The National Law Enforcement Officers Memorial Fund's preliminary report shows that this year's 135 fatalities were a 10% increase over the 123 officers who died in the line of duty last year.

When taken together the increases in crime in our communities and reductions in arrests for many crimes plus violent attacks against police officers underscores the need for a call to action amongst California's state and local leaders. This conference resolution is an important first step and seeks to initiate both a dialogue as well as actions to begin reforming California's criminal justice system by requesting that League staff analyze the negative impacts of recent criminal law, identify necessary changes, and work with stakeholders to promote support for such advocacy efforts. The resolution also calls on the Governor, Legislature, cities, and other stakeholders to work together toward reforms.
The resolution contains three specific reforms:

1. Address Issues with AB 109

   The conference resolution promotes the amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction.

2. Revise the Definition of Violent Crime

   The resolution calls for the League to advocate to place into law for the purposes of Section 32 of Article I of the California Constitution, a violent offense includes any of the following crimes:

   - Murder or voluntary manslaughter
   - Mayhem
   - Rape
   - Sodomy by force, violence, duress, menace, or threat of great bodily harm
   - Oral copulation by force, violence, duress, menace, or threat of great bodily harm
   - Lewd acts on a child under the age of 14 years
   - Any felony punishable by death or imprisonment in the state prison for life
   - Any other felony in which the defendant inflicts great or serious bodily injury on any person, other than an accomplice, that has been charged and proven, or any felony in which the defendant uses a firearm which use has been charged and proven
   - Attempted murder
   - Assault with intent to commit rape or robbery
   - Assault with a deadly weapon or instrument on a peace officer
   - Assault by a life prisoner on a non-inmate
   - Assault with a deadly weapon by an inmate
   - Arson
   - Exploding a destructive device or any explosive with intent to injure
   - Exploding a destructive device or any explosive causing great bodily injury
   - Exploding a destructive device or any explosive with intent to murder
   - Robbery
   - Kidnapping
   - Taking of a hostage by an inmate of a state prison

- Attempt to commit a felony punishable by death or imprisonment in the state prison for life
- Any felony in which the defendant personally used a dangerous or deadly weapon
- Escape from a state prison by use of force or violence
- Assault with a deadly weapon
- Extortion as defined in Penal Code section 518, or threats to victims or witnesses as defined in Penal Code section 136.1, which would constitute a felony violation of Penal Code section 186.22
- Carjacking
- Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.
- Throwing acid or flammable substances with intent to injure.
- Continuous sexual abuse of a child.

3. Data Sharing

   The resolution requests the State to improve the Smart Justice platform to provide an effective statewide data sharing to allow state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

//////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Tim Cromartie
Committee: Public Safety

Summary:
This Resolution seeks to address increases in crime in the wake of AB 109 (2011), Proposition 47 (2014), which reclassified a host of felony offenses as misdemeanors, and Proposition 57 (2016), which revised the rules of parole for what are designated "non-violent" offenders under the California Penal Code, but in fact comprise a number of criminal acts that are violent in nature, or may be committed to facilitate a violent outcome (for example, discharging a firearm from a motor vehicle).

This Resolution would direct staff to seek legislation expanding the term "violent felony" as defined in the California Penal Code; to tighten the criteria for the release of non-violent, non-serious, non-sex offender inmates; to mandate consideration of an inmate's entire criminal history as part of the deliberations involving whether to grant in individual parole; and to consider creation of a task force that would be charged with issuing a report recommending further changes in law, and supported by documentation collected by local agencies and other key stakeholders.

Background:

Since 2011, changes in state law, starting with AB 109, altered the fabric of California's criminal justice system. In 2011, AB 109 began to shift nearly 45,000 felons from the state prison system to local county jails. Prior to AB 109, many of California's more heavily populated counties already had jail systems that were operating under court-ordered or self-imposed population caps. As a result, AB 109 implementation triggered changes in that county jails experienced over time an influx of a rougher class of offender, and many lower level petty criminals committing new offenses were simply booked and released, serving no jail time at all.

Proposition 47 followed in 2014, reclassifying a host of felony offenses as misdemeanors and increasing the threshold amount for a felony charge of grand theft from $450.00 to $900.00. The effect of this change was to significantly stimulate the volume of petty theft, shoplifting, auto theft, and organized retail theft (shoplifting involving multiple persons with cell phones, designated getaway drivers, and a pre-determined escape route often involving a short trip to a major highway). Proposition 57, approved by voters in 2016, facilitates the potential early release of a large number of "non-violent" offenders by providing that inmates are eligible for parole once they have served 100% of their base sentence, without regard to any time served as a result of any sentencing enhancements. The universe of "non-violent" offenders could include individuals who have committed the following offenses: rape by intoxication, attempted drive-by shooting, assault with a deadly weapon, throwing acid with the intent to disfigure, to name but a few offenses. Since current law defines a "non-violent offender" based on the individual's most recent commitment offense, even if the individual is a repeat offender, the State Parole Board must still consider that person's parole application.

This state of affairs includes factors such as a higher proportion of offenders at large on our city streets, many of whom have had little in the way of rehabilitation programming while incarcerated, some with drug habits, who are more violent now that when initially incarcerated. Unless they engage in major illegal activity (murder, rape, arson, armed robbery), the available sanctions for any violations they commit, such as flash incarceration, i.e. temporary incarceration for 48-72 hours in a city or county jail, scarcely provide a meaningful deterrent to further criminal activity.

Communities in California are now facing increasing crime rates which can be linked to these recent legislative changes, which probation officers and local law enforcement are struggling to monitor and contain a situation in which a dramatically increase universe of offenders are at large in our communities.

The Public Policy Institute of California reports that since 2015:

- California has experienced an increase in overall crime
- Property crime is up 145%
- Violent crime is up 54%
- One in four Californians view violence and street crime in their community as a substantial problem
- Arrests dropped 31% for property crimes and 68% for drug offenses (due to Prop. 47)
- The report concludes auto theft increase is a direct result of AB 109

Support:
Cities of La Mirada, Lakewood, Monrovia, Pico Rivera, Rolling Hills, Santa Fe Springs, and South Gate

Opposition:
None received.

Fiscal Impact:
The collective and cumulative effect of the current criminal justice policies has led to increased pressure on county general funds for increased resources for probation supervision and incarceration in county jails, as well as identical pressure on municipal general funds related to increased law enforcement activity and in some areas, increased emergency medical services calls. Should the objectives outlined by the resolution be achieved, those pressures will be alleviated to a significant but undetermined amount.

Comment:
This measure is a response to a trend of rapidly mounting frustration among cities beset by calls for more law enforcement resources as a result of ongoing, sustained criminal activity. There is a growing sense among law enforcement professionals and local elected officials that current policies which have reduced criminal penalties, reclassified felonies as misdemeanors and facilitated what amounts to early release of many offenders who are not truly non-violent, will in time result in a high-profile tragedy involving significant loss of life.

Existing League Policy:
In regard to incarceration policy, the League supports stiffer penalties for violent offenders. In 2014, the League joined the California Police Chiefs in opposing Proposition 47, which reduces sentencing penalties for specified non-serious and non-violent drug and property crimes. It directed that the following offenses would be treated as misdemeanors, in most instances irrespective of the circumstances:

- Commercial Burglary
- Forgery
- Passing Bad Checks
- Grand Theft
- Receipt of Stolen Property
- Petty Theft with a Prior Offense
- Drug Possession

In 2013, the League Board of Directors approved a resolution pertaining to AB 109 (2011), which implemented Public Safety Realignment and brought significant changes to the state's incarceration policy. Specifically, it provided that specified categories of felony offenders previously sentenced to state prison, would prospectively be sentenced to terms in county jails.

The League's Resolution had two significant components relevant to this resolution:

1) It urged the Governor's office to adjust the implementation of Public Safety Realignment so that the criteria examined to evaluate the appropriateness of release of non-violent, non-serious, non-sex offender inmates would include their total criminal and mental

history, instead of merely the most recent criminal conviction for which they are currently committed; and

2) It urged the Governor's office to expedite the development of an effective statewide data sharing mechanism allowing state and local law enforcement agencies too rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

Finally, the League in 2016 opposed Proposition 57, which altered rules for parole eligibility for non-violent felons, potentially facilitating parole before an individual has served any time toward a sentencing enhancement, and ushered in new rules for good time behavior seeking to incentivize inmates to undergo rehabilitation programming of an educational/vocational nature.

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS

Source: City of Tracy
Concurrence of five or more cities/city officials: Cities: Lathrop, Lodi, Manteca, Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)
Referred to: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, Government Code Section 38611 was last amended in 1957 and does not contain language clarifying the broad scope of emergency services as provided by present day fire departments; and

WHEREAS, Government Code Section 38611 requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body; and

WHEREAS, pursuant to Section 7 of Article XI of the California Constitution, municipal governments are vested with police power which imposes on the responsibility to protect public safety and public health and municipal governments must provide or contract for fire and/or emergency medical services; and

WHEREAS, the local provision of fire protection services, rescue services, emergency medical services, hazardous material emergency response services, ambulance services, and other services relating to the protection of lives and property is critical to the public peace, health, and safety of the state; and

WHEREAS, local fire and/or emergency medical services are financed by local taxpayers and the availability and use of such services is determined by the local governing body of the jurisdiction to which services are directly provided; and

WHEREAS, amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

RESOLVED, that the League of California Cities General Assembly, assembled at the League Annual Conference on September 15, 2017 in Sacramento, calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

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Background Information on Resolution No. 2

Source: City of Tracy

Background:
In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System. The statute also includes language that establishes *"The medical direction and management of an emergency medical services system shall be under the medical control of the medical director of the local EMS Agency."* In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970's, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League of California Cities argued against depriving a city of local control over EMS service levels. The League of California Cities wrote, *"We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions."* Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as "201

Rights") has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become the epicenter on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes were the result of a failed county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to "low-level" emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

Proposed Amendment

The proposed amendment to Government Code Section 38611 would clarify local control and allow the local governing bodies to determine which services are directly provided within their respective jurisdictions. The existing law is extremely limited in scope having been last amended in 1957, at a time when fire departments did not routinely provide many of the specialized services of today. Changes in services provided include but are not limited to hazardous materials response, specialized rescue, and emergency medical services. The amendment aims to support the long-standing tradition in California of local control over the types, levels, and availability of these services.

/////////

League of California Cities Staff Analysis on Resolution No. 2

Staff: Tim Cromartie
Committee: Public Safety

Summary:

This resolution calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Background:

In 1980, the State Legislature enacted the Emergency Medical Services (EMS) Act in response to the development of paramedic services and a concern that there was a lack of medical oversight and coordination of emergency medical services. The EMS Act contains 100 different provisions in nine separate chapters of the California Health and Safety Code. The EMS Act created a two-tiered system that established a State EMS Agency to coordinate state-wide EMS activities and to develop state-wide minimum EMS policies and a local tier (Local EMS Agency) to plan, implement and evaluate an EMS System.

The statute also includes language that establishes *"The medical direction and management of an emergency medical services system shall be under the medical control of the medical director*

of the local EMS Agency." In each county, the local EMS Agency sets local EMS policy, administers and provides medical oversight for cities and special fire districts to deliver EMS services within the county.

In the late 1970's, as the EMS Act was being developed, the League of California Cities weighed heavily concerning the impact of the proposed EMS Act on cities. The League argued against depriving a city of local control over EMS service levels. The League wrote, *"We believe (local control) is important because city taxpayers financially support (EMS) programs and city management is responsible for their efficient utilization. The city council is responsible for the level of service and the cost of the program, wholly unrelated to the medical questions."* Based on that argument, additional language was included in the EMS policy that allowed local agencies that were providing EMS service to continue (and even obligated) them to continue to provide EMS services at the same levels as prior to 1980. This addition to the EMS Act (Section 1797.201 – became known as "201 Rights") has been very controversial and has led to several lawsuits between cities/special districts and local EMS Agencies.

The City of Tracy in San Joaquin County has become one of the epicenters on the issue of local control as it relates to who has the authority to determine which resources will respond to medical emergencies. Several incidents have been noted where poor patient outcomes have been attributed by some observers to a county policy (SJCEMS Agency Policy 3202) that restricts local fire departments from responding to "low-level" emergencies. The EMS policy decisions within San Joaquin County have potential implications on every local community within the state of California and increasingly threaten local control.

Support:
Cities of Lathrop, Lodi, Manteca, City of Stockton, and Consumnes Fire Department (Cities of Elk Grove and Galt)

Opposition:
None received.

Fiscal Impact:
This resolution, if its directive can be achieved, will have no direct fiscal impact on cities. It will however, provide an atmosphere in which cities that have invested significant resources in building up and maintaining an independent EMS capability can have confidence that it will be deployed as intended.

Comment:
While this resolution calls for very specific action to clarify the rules governing emergency medical services, ideally it would be more generally worded to allow greater flexibility in pursuing legislative and other solutions to a problem that has existed for decades, spawning both legislation and multiple incidents of litigation.

However, it accurately expresses the legitimate frustration of cities in their efforts to provide emergency medical services (EMS) while abiding by the directives of their local emergency medical services authorities (LEMSA's), which are county entities. Counties have broad

discretion under existing case law in how they administer EMS under the doctrine of medical control. To the degree there is dissatisfaction on the part of cities within a given county or counties, the following should be noted:

1) A task force convened by the California Emergency Medical Services Authority, the state entity with jurisdiction over this subject matter, made significant headway in crafting regulations governing the provision of ground emergency medical transport -- until disputes over local control and the criteria under which a local (municipal) agency could lay claim to the exclusive right to provide EMS in a specific operating area led to a lawsuit being filed by the California Fire Chiefs Association. That suit effectively suspended the work of the Task Force.
2) Over the past two decades, multiple attempts at legislation to resolve this issue have been tried, most without success. It was in part the multiple attempts at legislation that triggered the formation of the above-referenced task force.

Existing League Policy:

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc. as well as cities' authority and discretion to provide all emergency services to their communities.

The League supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.

The League supports legislation to provide the framework for a solution to longstanding conflict between cities, counties, the fire service and LEMSA's particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.

The League opposes legislation, regulations and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

The League supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.

LETTERS OF CONCURRENCE

Resolution No. 1

Implement Strategies to Reduce Negative Impacts of Recent Changes to Criminal Laws

CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
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July 11, 2017

LETTER OF SUPPORT

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: 2017 CONFERENCE RESOLUTION STRATEGIES TO IMPROVE NEGATIVE IMPACTS OF CRIMINAL LAW

Dear Committee:

The City of La Mirada supports the League of California Cities Annual Conference Resolution proposed by the City of Whittier calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of La Mirada has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Specifically, since 2014 the City of La Mirada has seen property crime increase by 41 percent. The proposed resolution seeks to correct these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include one's total criminal and mental health history instead of only the most recent criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms to enhance public safety in our community. For these reasons, the City of La Mirada strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

CITY OF LA MIRADA

Ed Eng
Mayor

EE:JB:vdr

Ed Eng, Mayor | Lawrence P. Mowles, Mayor Pro Tem | Steve De Ruse, D. Min, Councilmember | John Lewis, Councilmember | Andrew Sarega, Councilmember | Jeff Boynton, City Manager

Steve Croft
Vice Mayor

Ron Piazza
Council Member

Jeff Wood
Council Member

Todd Rogers
Council Member

Diane DuBois
Mayor

July 10, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: 2017 Conference Resolution – Notice of Support
Strategies to Improve Negative Impacts of Criminal Law

Dear Committee:

The City of Lakewood supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Like other cities, Lakewood has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts. These include:

- Request League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes and work with key stakeholders to promote support for resulting advocacy efforts.

- Promote an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent."

- Request that the State improve the "Smart Justice" platform to allow state and local law enforcement agencies to rapidly share information to track offenders and encourage data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Lakewood strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

Diane DuBois
Mayor

July 11, 2017

President JoAnne Mounce
The League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter of Support for the Resolution Brought Forward by the City of Whittier Regarding the Unintended Negative Consequences of Recent Legislative Changes to California's Criminal Justice System

Dear Ms. Mounce:

The City of Monrovia strongly supports the Resolution brought forth by the City of Whittier, which asks the League of California Cities (League) to initiate and facilitate further discussion between the Governor, the State Legislature, and other key public safety stakeholders regarding the legislative changes that have been made to California's criminal justice system during the past few years.

Taken together, Assembly Bill 109, Proposition 47, and Proposition 57 have reshaped how we approach public safety issues in our State. And certainly, the identified measures have resulted in measurable and positive impacts to California's criminal justice system, such as a decrease in the State prison system population. However, the cumulative effect of these legislative actions have had several significant unintended consequences, which have resulted in California cities now needing to address increasingly complex public safety challenges.

For example, in the City of Monrovia, violent and property crimes increased by 19% when comparing 2016 crime levels against 2015 rates. On-the-street information being provided by our Police Officers seems to correlate that the increasing levels of crime are connected with the legislative changes that have been enacted in California during the past several years. Additionally, the public safety issues we are experiencing in Monrovia are not occurring in a vacuum, as other neighboring jurisdictions are reporting similar concerns that impact our region as a whole.

Given these factors, we believe that California's overall criminal justice system needs to be carefully reexamined for potential methods to mitigate these emerging public safety issues. The City of Whittier's Resolution represents a positive first step, which includes the formation of a task force to examine possible criminal justice system modifications in greater detail. We believe that such a step would be a move in the right direction for California.

For these reasons, the City of Monrovia strongly supports the Resolution brought forth by the City of Whittier. Of course, please feel free to contact me if I can provide any additional information. I can be reached at (626) 932-5501, or via email at ochi@ci.monrovia.ca.us.

Best regards,

Oliver Chi
City Manager

René Bobadilla, P.E.
City Manager

City of Pico Rivera
OFFICE OF THE CITY MANAGER
6615 Passons Boulevard · Pico Rivera, California 90660
(562) 801-4379
Web: www.pico-rivera.org · e-mail: rbobadilla@pico-rivera.org

City Council
Bob J. Archuleta
Mayor
Gustavo V. Camacho
Mayor Pro Tem
David W. Armenta
Councilmember
Gregory Salcido
Councilmember
Brent A. Tercero
Councilmember

July 12, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: 2017 Conference Resolution
Strategies to Improve Negative Impacts of Criminal Law
Notice of Support

Dear Committee:

The City of Pico Rivera supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Pico Rivera has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. Following are some specific impacts provided by the Pico Rivera Sheriff's Department:

Part I crimes
Robbery is up 10.26% in 2017 compared to 2016
Larceny Theft is up 4.09% in 2017 compared to 2016

Part II crimes
Weapon Law is up 9.68% in 2017 compared to 2016
Felony Transport & or Sales of controlled substance (except Marijuana) is up 44.44% compared to 2016
Misdemeanor Possession of a Controlled Substance (excluding Marijuana) is up 56.06% compared to 2016
Under the influence of Narcotic is up 28.57% in 2017 compared to 2016

The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Pico Rivera strongly supports this resolution to strategically address criminal justice reforms.

Best regards,

René Bobadilla, P.E.
City Manager
City of Pico Rivera

City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 12, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: 2017 Conference Resolution
Strategies to Improve Negative Impacts of Criminal Law
Notice of Support

Dear Members of the General Resolutions Committee:

As a member of the Rolling Hills City Council, I support the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and with other public safety stakeholders to identify and implement strategies that will relieve the unintended negative impacts of existing criminal law.

The City of Rolling Hills has seen increases in burglaries, mail/package theft and other property related crime that may have resulted from a combination of legislative actions and voter-approved initiatives. The City has also seen a significant jump in identity theft. The proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

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The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, I strongly support this resolution to strategically address criminal justice reforms.

Sincerely,

Bea Dieringer
Councilmember
City of Rolling Hills

RC:BD:hl
07-12-17League Resolution Support.docx

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July 11, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: 2017 Conference Resolution
Strategies to Improve Negative Impacts of Criminal Law
Notice of Support

Dear Committee:

The City of Santa Fe Springs supports the League of California Cities Annual Conference Resolution calling on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

The City of Santa Fe Springs has seen increases in property crime that may have resulted from a combination of legislative actions and voter-approved initiatives. In addition, the City of Santa Fe Springs contracts with the Whittier Police Department for Law Enforcement Services. In February, Whittier Police Department Officer Keith Boyer was gunned down by a AB 109 offender in a heinous act of indiscrimate violence. We feel strongly that AB 109 and the loosening of oversight and control over recidivist offenders was atleast partially responsible in Officer Boyer's death. We believe that the proposed annual conference resolution seeks to turn around these negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The resolution directs League staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impacts of recent criminal law to identify necessary changes, working with key stakeholders to promote support for resulting advocacy efforts.

The resolution also promotes an amendment of appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates to include their total criminal and mental health history instead of only their last criminal conviction. It encourages continued advocacy to make "violent offenses" include crimes that meet the plain language definition of "violent".

The resolution further asks the State to improve the Smart Justice platform to allow state and local law enforcement agencies to rapidly share information to track offenders, and encourages data collection on post-release community supervision offenders.

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem
City Council
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora
City Manager
Thaddeus McCormack

2017 Conference Resolution

The passage of this resolution would provide a range of important reforms that would enhance public safety in our community. For these reasons, the City of Santa Fe Springs strongly supports this resolution to strategically address criminal justice reforms.

Sincerely,

William K. Rounds, Mayor
City of Santa Fe Springs

William K. Rounds, Mayor • Jay Sarno, Mayor Pro Tem
City Council
Richard J. Moore • Juanita Trujillo • Joe Angel Zamora
City Manager
Thaddeus McCormack

City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280-3075 • (323) 563-9543
WWW.CITYOFSOUTHGATE.ORG FAX (323) 569-2678

MARIA DAVILA, Mayor
MARIA BELEN BERNAL, Vice Mayor
DENISE DIAZ, Council Member
JORGE MORALES, Council Member
AL RIOS, Council Member

July 11, 2017

General Resolutions Committee
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: 2017 ANNUAL CONFERENCE RESOLUTION: STRATEGIES TO IMPROVE NEGATIVE IMPACTS OF CRIMINAL LAW-NOTICE OF SUPPORT

Dear Committee:

As a Council Member of the City of South Gate, and a Member of the League's Public Safety Policy Committee, I am writing to express my support of the City of Whittier's 2017 Annual Conference Resolution (Resolution.) The proposed Resolution calls on the Governor and Legislature to enter into discussion with the League and other public safety stakeholders, to identify and implement strategies that will improve the unintended negative impacts of existing criminal law.

Cities in Los Angeles County have experienced increases in property crimes that may have resulted from a combination of legislative actions and voter-approved initiatives. The proposed Resolution seeks to remedy many of the negative impacts from existing criminal law and considers proactive measures that could reduce such impacts.

The passage of this Resolution would provide a range of important League directives to address the growing public safety concerns in these communities. For these reasons, I strongly support this Resolution to strategically address criminal justice reforms.

Sincerely,

Jorge Morales
Council Member

LETTERS OF CONCURRENCE

Resolution No. 2

Local Control for Emergency Medical Response

COSUMNES FIRE DEPARTMENT

10573 E Stockton Blvd.
Elk Grove, CA 95624

(916) 405-7100
Fax (916) 685-6622
www.yourcsd.com

July 13, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL

Dear President Mounce,

The Cosumnes CSD Fire Department, which encompasses the Cities of Elk Grove and Galt supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the Cosumnes CSD Fire Department supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Sincerely,

Michael W. McLaughlin
Fire Chief

City of Lathrop

Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

July 14, 2017

The Honorable JoAnne Mounce, President
League of California Cites
1400 K Street
Sacramento, CA 95814
Sent to Via Email to: Meg Desmond mdesmond@cacities.org<mailto:mdesmond@cacities.org

Re: RESOLUTION THAT SUPPORTS LEGISLATION TO AMEND GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL

Dear President Mounce,

The City of Lathrop supports the proposed resolution that would support legislation to amend Government Code Section 38611 to clarify the definition of local control as it pertains to emergency services.

A core function of local government is the ability to determine and provide the appropriated level of emergency response resources. Allowing Local Emergency Medical Services Agencies (LEMSAs) to determine when and how local fire agencies respond to emergencies circumvents the role of Fire Chiefs and municipal and special fire district legislative bodies. It should be the role of the Fire Chief to determine the required service levels and the role of the local legislative bodies to support the Fire Chief's recommendations based on community expectations, community risk reduction strategies and available resources.

Therefore, the City of Lathrop supports the proposed resolution and future legislation that would serve to ensure local government determines their emergency response service levels. If further clarification is required, please let me know.

Thank you,

Stephen J. Salvatore
City Manager

Cc: Members of the City of Lathrop City Council
Lathrop Manteca Fire Chief, Gene Neely
Tracy City Manager, Troy Brown
Tracy Fire Chief, Randall Bradley
Central Valley Regional Public Affairs Manager LOCC, Stephen Qualls

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
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www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager
JENNIFER M. FERRAIOLO
City Clerk
JANICE D. MAGDICH
City Attorney

July 19, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GC §38611 TO CLARIFY DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS

The City of Lodi supports the proposed resolution to support legislation amending Government Code §38611 to clarify the definition of local control providing broad statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Accordingly, we concur in the submission of the resolution for consideration by the League of California Cities General Assembly at its annual meeting on September 15, 2017.

Government Code Section 38611 does not contain language clarifying the broad scope of emergency services as provided by present day fire departments. The code requires further definition for general law and charter cities in determining service levels for the delivery of emergency services commensurate with the resources provided by the local government body. Amending Government Code Section 38611 would provide the chief of a fire department specific authority to protect public safety and public health within the jurisdictional boundaries of the fire department.

The City of Lodi is in strong support of providing statutory authority for local officials to determine emergency service levels and direct emergency medical response within their jurisdictions.

Sincerely,

Doug Kuehne
Mayor, City of Lodi

DK/JMF

cc: Larry Rooney, Fire Chief, City of Lodi
Randall Bradley, City of Tracy, randall.bradley@ci.tracy.ca.us
Stephen Qualls, League of California Cities, squalls@cacities.org

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CITY OF MANTECA - FIRE DEPARTMENT

1154 S. UNION ROAD · MANTECA, CA 95337
(209) 456-8300 · FAX (209) 923-8936

July 13, 2017

League of California Cities
1400 K Street, Suite 400
Sacramento CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING LEGISLATION AMENDING GOVERNMENT CODE SECTION 38611 TO CLARIFY THE DEFINITION OF LOCAL CONTROL PROVIDING BROAD STATUTORY AUTHORITY FOR LOCAL OFFICIALS TO DETERMINE EMERGENCY SERVICE LEVELS AND DIRECT EMERGENCY MEDICAL RESPONSE WITHIN THEIR JURISDICTIONS

To Whom It May Concern:

This letter confirms that the City of Manteca supports the resolution on Emergency Medical Services submitted to the League of California cities by the City of Tracy. The City of Manteca believes that local control of Emergency Services is critical to ensure that the best possible service and protection of our citizens/taxpayers is provided.

We appreciate the City of Tracy's willingness to bring this crucial issue to the forefront.

Respectfully,

Greg Showerman, Acting City Manager

Date: 13 July 2017

Kyle Shipherd, Fire Chief

Date: 13 July 2017

MICHAEL TUBBS
Mayor

ELBERT HOLMAN
Vice Mayor
District 1

DAN WRIGHT
District 2

SUSAN LOFTHUS
District 3

SUSAN LENZ
District 4

CHRISTINA FUGAZI
District 5

JESÚS ANDRADE
District 6

CITY OF STOCKTON

OFFICE OF THE CITY COUNCIL
CITY HALL • 425 N. El Dorado Street • Stockton, CA 95202
209 / 937-8244 • Fax 209 / 937-8568

July 13, 2017

The Honorable JoAnne Mounce, President
League of California Cities
1400 K Street
Sacramento, CA 95814

SUBJECT: **Resolution of the League of California Cities Supporting Legislation Providing Broad Statutory Authority for Local Officials to Determine Emergency Service Levels - SUPPORT**

Dear President Mounce,

On behalf of the City of Stockton, I wish to voice our support of the City of Tracy proposed resolution for consideration by League membership. Stockton supports this resolution for the following reasons:

1) The City of Stockton Legislative Program seeks the broadest authority for the City Council to make decisions locally, particularly related to the local exercise of police powers;
2) The City of Stockton Legislative Program advocates for efforts that impact the City's ability to enhance the well-being, quality of life, health, and safety of residents;
3) The City of Stockton has experienced challenges and frustrations in delivering the highest quality of emergency medical services to our residents due to provision of the Emergency Medical Services (EMS) Act.
4) Amendments to the EMS Act would clarify local control and allow governing bodies to determine which services are directly provided within their respective jurisdictions.

For these reasons, the City of Stockton concurs with and supports the City of Tracy proposed resolution for consideration by League membership.

MICHAEL TUBBS
MAYOR

MT:cc

cc: Stockton City Councilmembers
Kurt Wilson, Stockton City Manager

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 29.
SUBJECT: Continuation of Public Hearing

Recommendation for Action:

Staff is recommending that the public hearings noticed for Tuesday, August 22, 2017, concerning the annexation of territory to each of Community Facilities District No. 2004-1 (Spring Lake) and Spring Lake Maintenance Community Facilities District be continued to Tuesday, September 5, 2017.

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Order of Continuance of Hearing Public Notice	8/16/2017	Backup Material

Order of Continuance of Hearings on
Annexation of Territory to
Community Facilities District No. 2004-1 (Spring Lake)
and Spring Lake Maintenance Community Facilities District
(Annexation No. 2)

The City Council of the City of Woodland hereby orders the public hearings noticed for Tuesday, August 22, 2017, concerning the annexation of territory to each of Community Facilities District No. 2004-1 (Spring Lake) and Spring Lake Maintenance Community Facilities District to be continued to Tuesday, September 5, 2017, at the hour of 6:00 p.m., or as soon as thereafter as the matters may be heard, at the regular meeting place of the City Council, 300 First Street, Woodland California.

Dated: August 22, 2017

_____
Mayor

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 30.
SUBJECT: PUBLIC HEARING - Cannabis Cultivation Ordinance to Conform to State Law Regarding Personal Cultivation of Cannabis

Recommendation for Action:
Staff recommends that the City Council:

1) Conduct a Public Hearing; and

2) Waive the first reading and read by title only an Ordinance amending Article 21.5 of Chapter 25 of the Woodland Municipal Code related to Zoning of Personal Cultivation of Cannabis.

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

Fiscal Impact:
Utilization of City Attorney and Staff time through the General Fund to research, analyze and evaluate options and recommendations relating to Cannabis uses within the City of Woodland.

Report in Brief:
The proposed ordinance would amend Article 21.5 of the Woodland Municipal Code to do the following:

(1) Rename the Article Personal Cultivation of Cannabis;

(2) Amend Article 21.5 to (a) provide that any person within the City of Woodland may cultivate cannabis inside of any residence or enclosed and secure secondary structure that meets certain requirements specified in the ordinance, consistent with state law that permits indoor cultivation of cannabis for medical and non-medical purposes and (b) prohibit all outdoor cultivation of cannabis; and

(3) Change all use of the word "marijuana" to "cannabis" to be consistent with state law.

Background:
Applicable Law

The Federal Controlled Substances Act (21 USC §§ 801 et seq.) classifies marijuana as a Schedule I drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute, dispense, transport, or possess marijuana for medical purposes.

In 1996, California voters approved Proposition 215 (codified as Health and Safety Code §§ 11362.5 et seq. and entitled "The Compassionate Use Act of 1996"). Proposition 215 was intended to allow persons in need of marijuana

for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances. The State Legislature enacted subsequent legislation (SB 420) to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

In 2015, the Governor signed a series of bills, collectively referred to as the Medical Cannabis Regulation and Safety Act (MCRSA). The MCRSA provided a comprehensive licensing scheme for state licensing of commercial, medical cannabis businesses. The MCRSA governed exclusively medical cannabis, with state licensing to begin on January 1, 2018.

California voters in November 2016 adopted Proposition 64 concerning use and cultivation of cannabis for non-medical or recreational purposes. Proposition 64 does a number of things to change existing state law concerning recreational, or "adult-use" cannabis. Of most relevance to this matter is that Proposition 64 permits individuals to grow up to six cannabis plants inside of residential structures and does not allow the City to completely prohibit such indoor cultivation for personal use. The City may, however, impose reasonable regulations concerning the indoor cultivation in order to provide for the health, safety, and welfare of City residents. Proposition 64 also enacted a separate licensing scheme for state licensing of non-medical, adult-use cannabis businesses, also due to begin on January 1, 2018.

On June 27, 2017, the Governor signed SB 94, a budget trailer bill that repealed MCRSA and amended the provisions of Proposition 64 to incorporate many of MCRSA's provisions. As a bill tied to the state budget, the bill became effective immediately. The purpose of SB 94 was to, among other things, consolidate the state licensing of commercial cannabis businesses into one comprehensive state licensing scheme. The distinction between medical and adult-use cannabis remains in the state law (designated by an "M" or an "A" prefix on the license type), but the overall licensing requirements and process is now consolidated to be the same for both medical and adult-use cannabis businesses. SB 94 did not alter or amend the personal cultivation provisions of Proposition 64.

Existing City Ordinance: Medical Cannabis Only

On May 1, 2012, the City Council adopted an ordinance that added Article 21.5 to Chapter 25 (Zoning) of the Municipal Code related to medical marijuana cultivation. Article 21.5 remains in the Zoning Code and regulates the cultivation of medical marijuana in a manner that protects the health, safety, and welfare of the community. It does not interfere with a patient's right to medical marijuana nor does it criminalize medical marijuana possession or cultivation by specifically defined classes of persons, pursuant to state law. It does not give any person the independent legal authority to grow marijuana and is intended to simply impose zoning restrictions on medical marijuana cultivation when it is authorized by California law for medical or other purposes.

The existing ordinance provides that only the cultivation of medical marijuana is permitted in the City of Woodland. Additionally, no person (including a qualified patient or primary caregiver) may cultivate medical marijuana outdoors in a residential zone or within 600 feet of any school or residential use. In order to grow medical marijuana indoors within a residential zone, the cultivation must occur within a detached, fully-enclosed and secure secondary structure or within a primary residential structure conforming to a number of minimum standards concerning grow lights, ventilations and filtration systems, maximum size, and other requirements. Additionally, any person wishing to cultivate medical marijuana must register with the Community Development Department. A violation of the ordinance is a public nuisance and subject to nuisance abatement.

The City's ordinance, however, only addresses cultivation for medical purposes. Prior to the November 2016 election and anticipating passage of Proposition 64, the City Council of the City of Woodland imposed a 45-day moratorium on outdoor cultivation of cannabis and required all indoor cultivation of cannabis to comply with the City's existing ordinance regarding indoor cultivation of medical cannabis. The City Council extended the moratorium for an additional ten months and 15 days. The moratorium will expire on October 1, 2017.

Discussion:
The purpose of the proposed ordinance is to make the City's existing ordinance on indoor personal cultivation of cannabis consistent with the State's allowance of indoor cultivation of cannabis for non-medical/recreational purposes. To do that, certain definitions have been deleted or updated within the ordinance, and all references to medical marijuana have been changed to simply read "cannabis."

Proposition 64 permits indoor cultivation of cannabis within a primary residential structure (including an apartment) or a detached, fully-enclosed and secure secondary structure. That same allowance has been added to the proposed ordinance. However, instead of allowing only a qualified medical marijuana patient or his/her primary caregiver to grow the cannabis, the proposed ordinance also would allow anyone 21 years of age or older to cultivate marijuana for his or her personal use. However, cannabis grown by an individual may not be sold or used for other commercial purposes (but it may be processed, used, or given away, as permitted by state law).

The proposed ordinance would retain the current performance standards and regulations regarding indoor cultivation, including regulations concerning lighting, ventilation and filtration, setbacks for the second unit, not inhibiting the occupancy of a residence, and prohibiting cultivation in the kitchen or bathrooms. Additionally, no exterior evidence of cannabis cultivation may be visible from the public right-of-way. The proposed ordinance also prohibits all outdoor cultivation of cannabis, for any purpose. The City's existing ordinance allowed limited outdoor cultivation of medical marijuana, but in very specific areas. City staff does not know whether any cultivation of medical marijuana occurred outdoors in these limited areas. However, in light of the potential for increase in outdoor personal cultivation of cannabis as a result of Proposition 64, City staff recommends a complete ban on outdoor cultivation in the City consistent with the existing moratorium.

The City's existing ordinance requires any person who cultivates medical marijuana indoors to first register with the Community Development Director for the purpose of the City's monitoring compliance with the building and safety regulations. The ordinance required the property owner to consent to the cultivation of marijuana at the premises and to provide the name of each person growing marijuana, among other things. However, since the enactment of the ordinance, no one has ever registered with the Community Development Director as required by the ordinance. It is difficult to believe that no one in the City has grown or is growing marijuana for medical purposes. Thus, staff believes this requirement has no current beneficial use in the existing code and proposes deleting it. Anyone who chooses to cultivate cannabis indoors will still be required to comply with building and safety regulations in addition to those standards set forth in the ordinance – only the registration component has been deleted.

Both the Planning Commission and the City Council appointed ad hoc two-member subcommittees. Planning Commissioners Harris and Lizarraga met with Mayor Angel Barajas and Council member Rodriguez and staff to discuss various issues related to cannabis cultivation and options for the City of Woodland. The subcommittee members have received a copy of the proposed ordinance and did not have any substantive comments on it.

Environmental Determination

The proposed ordinance authorizes personal cultivation of cannabis, consistent with state law. Staff has determined that the proposed ordinance does not allow or permit new uses or more intensive uses than those already established in existing zoning districts in the City, and that there will not be any significant changes or effects to the environment. Additionally, the proposed ordinance is more restrictive in the area of outdoor cannabis cultivation than the existing ordinance (which permitted some outdoor cultivation). As such, staff has determined that the ordinance is not a project subject to the California Environmental Quality Act pursuant to Section 15061(b)(d) of Title 14 of the California Code of Regulations.

Commission/Committee Recommendation:

-

Planning Commission Recommendation

The proposed amendments to Article 21.5 were reviewed and discussed by the Planning Commission at a noticed public hearing, on August 3, 2017. The Commission recommended City Council adoption of the amendments by the following vote: Ayes (5); Noes (0); Abstain (1); Absent (1). There were no comments offered by the public at the public hearing.

Conclusion:
Staff recommends that the City Council:

1) Conduct a Public Hearing; and

2) Waive the first reading and read by title only an Ordinance amending Article 21.5 of Chapter 25 of the Woodland Municipal Code related to Zoning of Personal Cultivation of Cannabis.

Prepared By: Cindy A. Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager, Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Amendments to Article 21.5	8/14/2017	Cover Memo

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING ARTICLE 21.5 OF CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE RELATED TO ZONING OF PERSONAL CULTIVATION OF CANNABIS

WHEREAS, the City of Woodland Municipal Code currently permits indoor personal cultivation of medical marijuana in residential zones by qualified patients and primary caregivers for medical purposes, subject to certain registration requirements and performance standards; and

WHEREAS, the City's Municipal Code prohibits commercial cultivation of medical marijuana, cultivation of marijuana for non-medical purposes, and outdoor cultivation within any residential zone and within 600 feet of any child care center, park, school or residential use; and

WHEREAS, at the November 1, 2016 City Council meeting, the City Council adopted Ordinance No. 1602, an urgency interim zoning ordinance establishing a moratorium in all zoning districts on the outdoor cultivation of marijuana for non-medical purposes, in anticipation of Proposition 64 passing at the November 8, 2016 election; and

WHEREAS, at the November 8, 2016 election, California voters adopted Proposition 64, the Adult Use of Marijuana Act ("AUMA"), which took effect the day after the election on November 9, 2016, and authorized certain personal cultivation of marijuana for non-medical purposes; and

WHEREAS, at the November 15, 2016 City Council meeting, the City Council adopted Ordinance No. 1607 to extend the moratorium established by the previous urgency ordinance until October 1, 2017, in order to provide staff time to consider and develop recommendations for personal cultivation of marijuana in light of AUMA; and

WHEREAS, the City Council has determined that certain revisions to the City's Zoning Ordinance regarding the personal cultivation of marijuana for medical and non-medical purposes are necessary in light of AUMA; and

WHEREAS, the City Council has determined that the reasonable regulations regarding personal cultivation contained in this Ordinance balance individuals' rights to cultivate marijuana pursuant to State law with the public health and safety concerns of the City posed by cultivation of marijuana; and

WHEREAS, the City Council further finds that this Ordinance merely clarifies existing zoning regulations and prohibitions regarding cultivation of marijuana in light of State law and does not authorize new or more intensive land uses, and therefore it can be seen with reasonable certainty that this Ordinance does not have the potential for causing a significant effect on the environment; and

WHEREAS, to ensure consistency with State law, this Ordinance changes the word "marijuana" to "cannabis," but the meaning of the word is the same; and

WHEREAS, it is the City Council's intent that the moratorium on all outdoor cultivation of marijuana for non-medical purposes, as set forth in Ordinances Nos. 1602 and 1607, shall be repealed upon the effective date of this Ordinance.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. **Recitals.** The above recitals are hereby adopted by the City Council and incorporated as though set forth in this section.

Section 2. **Findings.** Pursuant to Chapter 25, Article 29 of the Woodland Municipal Code, the City Council makes the following additional findings in support of the zoning amendments contained in this Ordinance:

A. The amendments contained in this Ordinance are necessary to clarify and maintain existing prohibitions and zoning regulations regarding personal cultivation of cannabis in light of State law amendments. Specifically, this Ordinance ensures that the zoning regulations and performance standards imposed on personal cultivation of cannabis apply to both medical and non-medical uses of cannabis, and clarifies that all outdoor cultivation of cannabis is prohibited in the City. Accordingly, pursuant to Section 25-29-01 of the Woodland Municipal Code, the City Council finds that this Ordinance is necessary for the public necessity, convenience, and general welfare of the City, its residents, and visitors.

B. The Planning Commission, after a duly noticed public hearing on August 3, 2017, determined that the proposed amendments in this Ordinance conform to the General Plan of the City and recommended adoption of this Ordinance.

Section 3. **Amendment.** Article 21.5 of Chapter 25 of the Woodland Municipal Code is hereby amended to read as follows:

Article 21.5. - Personal Cultivation of Cannabis.

Sec. 25-21.5-10. - Purpose.

The purpose and intent of this article is to regulate the personal cultivation of cannabis in a manner that protects the health, safety, and welfare of the community. This article is not intended to interfere with a patient's right to medical cannabis, as provided for in California Health and Safety Code Section 11362.5, as it may be amended, nor does it criminalize medical cannabis possession or cultivation by specifically defined classifications of persons, pursuant to state law. This article is not intended to give any person independent legal authority to grow cannabis; it is intended simply to impose zoning restrictions on the cultivation of cannabis when it is authorized by California state law for medical or other purposes.

Sec. 25-21.5-20. - Applicability.

(a) Applicability. This article is adopted notwithstanding the provisions of Section 25-2-40 concerning compliance with state and federal laws. No part of this article shall be deemed to conflict with federal law as contained in the Controlled Substances Act, 21 U.S.C. § 800 et seq., nor to otherwise permit any activity that is prohibited under that Act or any other local, state or federal law, statute, rule, or regulation.

(b) Nothing in this article shall be construed to allow any conduct or activity relating to the cultivation, distribution, dispensing, sale, or consumption of cannabis. No provision of this article shall be deemed a defense or immunity to any action brought against any person by the Yolo County District Attorney's Office, the Attorney General of the State of California, or the United States of America.

Sec. 25-21.5-30. - Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section.

"Cannabis" means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including cannabis products derived therefrom. For purposes of this Article, "cannabis" shall mean and include both cannabis for medical purposes and non-medical cannabis, unless otherwise specified. No distinction is made in this article between cannabis used for medical purposes and cannabis used for non-medical purposes.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of cannabis or any part thereof.

"Marijuana" has the same meaning as "cannabis."

"Personal Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of cannabis or any part thereof, conducted by an individual for personal use, and not intended or conducted for sale, resale, or other commercial activity.

"Primary caregiver" shall have the same definition as set forth in California Health and Safety Code Section 11362.7(d), as it may be amended.

"Qualified patient" shall mean a person identified in California Health and Safety Code Section 11362.7(c) or (f), as they may be amended.

Sec. 25-21.5-40. - Prohibited locations.

(a) Personal cultivation of cannabis, including by a qualified patient or primary caregiver, is prohibited outdoors.

(b) No person shall cultivate cannabis indoors in the city, except within a detached, fully-enclosed and secure secondary structure or primary residential structure that meets the requirements set forth in Section 25-21.5-50.

Sec. 25-21.5-50. - Indoor cultivation.

(a) The indoor personal cultivation of cannabis shall only be conducted within a primary residential structure or within a detached, fully-enclosed and secure secondary structure.

(b) All indoor personal cultivation of cannabis shall conform to the following minimum standards:

(1) The cannabis is cultivated by either:

(A) a qualified patient exclusively for his or her own personal medical use;

(B) a primary caregiver who cultivates, possesses, stores, manufactures, transports, donates, or provides medical cannabis exclusively for the personal medical purposes of no more than five specified qualified patients for whom he or she is the primary caregiver, but who does not receive remuneration for these activities except for compensation in full compliance with California Health and Safety Code Section 11362.765(c); or

(C) a person 21 years of age or older for that person's personal use, possession, processing, transporting, or giving away without any compensation whatsoever in accordance with this Article and state law, as applicable.

(2) Indoor grow lights in any structure shall not exceed an aggregate of one thousand two hundred watts (1,200 W) and shall comply with all applicable building code regulations. Gas products (including, without limitation, CO_2, butane, propane, and natural gas) or generators shall not be used within any detached structure used for the cultivation of cannabis.

(3) Any detached, fully-enclosed and secure secondary structure or residential structure used for the personal cultivation of cannabis must have a ventilation and filtration system installed that shall mitigate cannabis plant odors from exiting the interior of the structure and that shall comply with all applicable building code regulations, including obtaining all required permits and approvals. The ventilation and filtration system must be approved by the city and installed prior to commencing cultivation within the detached, fully-enclosed and secure structure or residential structure.

(4) A detached, fully-enclosed and secure secondary structure used for the personal cultivation of cannabis shall be located in the rear yard area of a parcel, maintain a minimum ten-foot setback from the rear yard property line and a side yard setback that is equal to the same side yard setback required for the residential lot on which the home sits,

and the area surrounding the structure or yard must be enclosed by a solid fence at least six feet in height.

(5) Cannabis cultivation occurring within a residence and/or detached structure shall not exceed more than a cumulative total of six living plants at one time, and shall occur in a cumulative area totaling no larger than fifty square feet, regardless of how many persons are residing at the premises.

(6) Personal cultivation of cannabis shall not inhibit the occupancy of the residence or take place in the kitchen or bathrooms of any structure.

(7) Personal cultivation of cannabis shall not take place on any carpeted surface.

(8) Cannabis cultivation areas, whether in a detached structure or inside a residence, shall not be readily accessible to persons under 21 years of age.

(9) No exterior evidence of cannabis cultivation occurring at the property shall be visible from the public right of way.

Sec. 25-21.5-60. - Reserved.

Sec. 25-21.5-70. - Public nuisance.

Any violation of this article is declared to a public nuisance and may be abated by the city pursuant to Chapter 14A of this code.

Sec. 25-21.5-80. - Penalty.

A violation of this article shall either be a misdemeanor or an infraction at the discretion of the prosecuting attorney. However, notwithstanding anything in this code to the contrary, persons violating this article shall not be subject to criminal liability under this code solely to the extent such conduct or condition is immune from criminal liability pursuant to the Compassionate Use Act of 1996 (Health and Safety Code Section 11362.5) and/or the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.) as they may be amended. This section does not prohibit the city from abating violations of this article by any administrative, civil or other non-criminal means. In such cases, a violation of this article may be considered the civil or administrative equivalent of an infraction or misdemeanor as applicable.

Section 4. **Severability.** If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

Section 5. **CEQA.** The City Council hereby finds that this Ordinance is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. 15061(b)(3)) because this Ordinance is not a project and does not have the

potential for causing a significant effect on the environment. This Ordinance is intended only to clarify existing prohibitions regarding personal cultivation of marijuana, and to impose reasonable zoning regulations and performance standards related to indoor, personal cultivation of marijuana consistent with State law.

Section 6. **Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City.

PASSED AND ADOPTED by the City Council this ____ day of _____ 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 31.
SUBJECT: Discussion Concerning Commercial Cannabis Options

Recommendation for Action:
Staff recommends that the City Council receive an update on options under consideration related to permitting commercial cannabis uses in the City of Woodland.

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

Fiscal Impact:
Utilization of City Attorney and Staff time through the General Fund to research, analyze and evaluate options and recommendations relating to Cannabis uses within the City of Woodland.

Background:
The joint City Council & Planning Commission sub-committee has been charged with developing recommendations related to implementing regulations in response to Proposition 215 and Proposition 64 which allow certain medical and recreational cannabis activities. Tonight's Council agenda includes (separately) recommended actions related to banning of all outdoor cultivation within the City. This report provides an update on ongoing discussions related to potential regulations related to commercial cannabis activities within the state regulatory framework establish under Proposition 64. Council feedback will help focus staff's research and analysis in developing recommendations regarding commercial cannabis.

Applicable Law

California voters in November 2016 adopted Proposition 64 concerning use and cultivation of cannabis for non-medical or recreational purposes. Proposition 64 does a number of things to change existing state law concerning recreational, or "adult-use" cannabis. Proposition 64 also enacted a separate licensing scheme for state licensing of non-medical, adult-use cannabis businesses, also due to begin on January 1, 2018.

On June 27, 2017, the Governor signed SB 94, a budget trailer bill that repealed MCRSA and amended the provisions of Proposition 64 to incorporate many of MCRSA's provisions. As a bill tied to the state budget, the bill became effective immediately. The purpose of SB 94 was to, among other things, consolidate the state licensing of commercial cannabis businesses into one comprehensive state licensing scheme. The distinction between medical and adult-use cannabis remains in the state law (designated by an "M" or an "A" prefix on the license type), but the overall licensing requirements and process is now consolidated to be the same for both medical and adult-use cannabis businesses.

Some jurisdictions in California are adopting zoning ordinances to allow commercial cannabis uses. Proposition 64 establishes up to 19 different categories of state licenses for commercial cannabis, including commercial cultivation, manufacturing, testing, distribution, and dispensary/retail sales. Proposition 64 also authorized the State of California to begin issuing commercial cannabis licenses to entities as of January 1, 2018 if the business activity is also permitted under applicable local (i.e. city) ordinance.

Ad Hoc Subcommittees: The Planning Commission and City Council ad hoc subcommittees were comfortable with allowing some limited commercial uses to proceed within the City but were uncomfortable with allowing retail uses (such

as storefronts and/or dispensaries). The subcommittee members also discussed various financing mechanisms and the different types of commercial uses. Because it is so early in the process, both at the state and local level, and the legal cannabis industry is just beginning to get off the ground, the potential scope and impact of commercial cannabis businesses is not yet known in terms of demand, production estimates, or the amount of revenue the City could receive from commercial cannabis uses.

Discussion:
After discussion between the members of the ad hoc subcommittees, and Planning Commission at their August 3, 2017 meeting, staff has identified several preliminary zoning issues regarding the potential for commercial cannabis uses in Woodland.

Based on earlier feedback, staff and the sub-committee are proceeding under the assumption that the City Council is open to possibility of allowing some - albeit limited - permitted uses for commercial cannabis activities. The sub-committee is generally supportive of exploring regulations that would allow limited commercial cannabis activities within the City.

Some of the policy issues surfaced at the sub-committee level include:

- Whether retail cannabis uses should be permitted in the City, such as dispensaries or other retail establishments that sell directly to a cannabis consumer

- What types, if any, non-retail commercial cannabis uses should be permitted, conditionally permitted, or prohibited by right within the City of Woodland. Staff does not recommend any cannabis use be permitted by right and that any commercial cannabis use require a conditional use permit. Potential types of commercial cannabis uses include manufacturing, distribution, research and development, and testing labs.

Staff is preparing to present to the Planning Commission potential zoning options for permitting commercial cannabis activity. The City Council may, if so desired, provide input and direction on those issues, including:

- Where non-retail commercial cannabis uses should be located within the City of Woodland
- Whether there should be a limit on the total number and size of commercial cannabis uses
- Whether an additional buffer(s) should be required around commercial cannabis uses

Please see the attached Planning Commission staff report from August 3, 2017, (Attachment 1) for a complete discussion regarding use and zoning considerations. In addition to the land use and zoning issues, the City Council will ultimately consider various regulatory issues associated with the new commercial cannabis business, including requirements for permit issuance, whether to require background checks, security requirements, processing and license fees, and the duration of cannabis permits, among other issues. Feedback on the key questions above will help guide staff in further evaluation and drafting of potential commercial cannabis ordinance.

Commission/Committee Recommendation:
The Planning Commission discussed commercial cannabis during its August 3, 2017 meeting and provided feedback to staff regarding several questions. Responses were varied on each topic, and the Planning Commission did not provide specific direction on the types or locations of commercial cannabis uses. As a result, staff thought it appropriate to provide the Council with this update on the policy questions being evaluated by staff and the sub-committee.

During the Planning Commission meeting, most of the Planning Commission members expressed general sentiments and thoughts on cannabis. For example, at least three members of the six members present stated that cannabis is part of our lives now and felt that the industry is changing and becoming more generally accepted. While technically outside of the

scope of the Planning Commission's duties, almost all members spoke to express a desire to better understand the cost and revenue components associated with the industry and recommended that the City of Woodland should focus on determining the highest end of the market, those uses that provide the greatest return with the least impacts. Additionally, some members suggested that Woodland should consider allowing retail uses. Other comments ranged from concerns related to the idea of limiting allowable locations for indoor cultivation, to uncertainty expressed with the idea of limiting the number of businesses, or limits on the total square footage for a particular use.

Conclusion:

Staff recommends that the City Council receive a report regarding proposed and recommended options regarding commercial cannabis uses in the City of Woodland.

Prepared By: Cindy A. Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager, Community and Economic Development

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Planning Commission Staff Report Cover form August 3, 2017	8/14/2017	Cover Memo

City of Woodland

MEMORANDUM

TO: Members of the Woodland Planning Commission

FROM: Stephen Coyle, Deputy Community Development Director
Cindy A. Norris, Principal Planner
Kara Ueda, City Attorney

SUBJECT: Cannabis Cultivation Ordinance and Consideration of Commercial Cannabis Uses

DATE: August 3, 2017

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Receive a staff report regarding proposed and recommended amendments to the City's existing zoning ordinance regulating medical marijuana cultivation to conform the scope of the existing ordinance to new state law, and renaming Article 21.5 to Personal Cultivation of Cannabis;
2. Conduct a public hearing;
3. Discuss zoning options for potential commercial cannabis uses, including potential zoning districts for those uses; and
4. Adopt Resolution No. PC 17 - _____, recommending to the City Council adoption of an ordinance to amend Article 21.5 to conform the scope of the existing ordinance to state law, specifically Proposition 64 adopted by the State of California voters regarding personal cultivation of cannabis.

PROJECT PROPOSAL

The proposed ordinance would amend Article 21.5 of the Woodland Municipal Code to do the following:

(1) Rename the Article Personal Cultivation of Cannabis;

(2) Amend Article 21.5 to (a) provide that any person within the City of Woodland may cultivate cannabis inside of any residence or enclosed and secure secondary structure that meets certain requirements specified in the ordinance, consistent with state law that permits indoor cultivation of cannabis for medical and non-medical purposes and (b) prohibit all outdoor cultivation of cannabis; and

(3) Change all use of the word "marijuana" to "cannabis" to be consistent with state law.

In addition to recommending to the City Council a proposed ordinance concerning indoor personal cultivation of cannabis, staff also proposes having a discussion of potential commercial cannabis uses within the City of Woodland and options for where to locate such businesses.

BACKGROUND: CANNABIS CULTIVATION

Applicable Law

The Federal Controlled Substances Act (21 USC §§ 801 *et seq*.) classifies marijuana as a Schedule I drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute, dispense, transport, or possess marijuana for medical purposes.

In 1996, California voters approved Proposition 215 (codified as Health and Safety Code §§ 11362.5 *et seq*. and entitled "The Compassionate Use Act of 1996"). Proposition 215 was intended to allow persons in need of marijuana for medical purposes to be able to obtain and use it without fear of criminal prosecution under limited, specified circumstances. The State Legislature enacted subsequent legislation (SB 420) to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

In 2015, the Governor signed a series of bills, collectively referred to as the Medical Cannabis Regulation and Safety Act (MCRSA). The MCRSA provided a comprehensive licensing scheme for state licensing of commercial, medical cannabis businesses. The MCRSA governed exclusively medical cannabis, with state licensing to begin on January 1, 2018.

California voters in November 2016 adopted Proposition 64 concerning use and cultivation of cannabis for non-medical or recreational purposes. Proposition 64 does a number of things to change existing state law concerning recreational, or "adult-use" cannabis. Of most relevance to this matter is that Proposition 64 permits individuals to grow up to six cannabis plants inside of residential structures and does not allow the City to completely prohibit such indoor cultivation for personal use. The City may, however, impose reasonable regulations concerning the indoor cultivation in order to provide for the health, safety, and welfare of City residents. Proposition 64

also enacted a separate licensing scheme for state licensing of non-medical, adult-use cannabis businesses, also due to begin on January 1, 2018.

On June 27, 2017, the Governor signed SB 94, a budget trailer bill that repealed MCRSA and amended the provisions of Proposition 64 to incorporate many of MCRSA's provisions. As a bill tied to the state budget, the bill became effective immediately. The purpose of SB 94 was to, among other things, consolidate the state licensing of commercial cannabis businesses into one comprehensive state licensing scheme. The distinction between medical and adult-use cannabis remains in the state law (designated by an "M" or an "A" prefix on the license type), but the overall licensing requirements and process is now consolidated to be the same for both medical and adult-use cannabis businesses. SB 94 did not alter or amend the personal cultivation provisions of Proposition 64.

Existing City Ordinance: Medical Cannabis Only

On May 1, 2012, the City Council adopted an ordinance that added Article 21.5 to Chapter 25 (Zoning) of the Municipal Code related to medical marijuana cultivation. Article 21.5 remains in the Zoning Code and regulates the cultivation of medical marijuana in a manner that protects the health, safety, and welfare of the community. It does not interfere with a patient's right to medical marijuana nor does it criminalize medical marijuana possession or cultivation by specifically defined classes of persons, pursuant to state law. It does not give any person the independent legal authority to grow marijuana and is intended to simply impose zoning restrictions on medical marijuana cultivation when it is authorized by California law for medical or other purposes.

The existing ordinance provides that only the cultivation of medical marijuana is permitted in the City of Woodland. Additionally, no person (including a qualified patient or primary caregiver) may cultivate medical marijuana outdoors in a residential zone or within 600 feet of any school or residential use. In order to grow medical marijuana indoors within a residential zone, the cultivation must occur within a detached, fully-enclosed and secure secondary structure or within a primary residential structure conforming to a number of minimum standards concerning grow lights, ventilations and filtration systems, maximum size, and other requirements. Additionally, any person wishing to cultivate medical marijuana must register with the Community Development Department. A violation of the ordinance is a public nuisance and subject to nuisance abatement.

The City's ordinance, however, only addresses cultivation for medical purposes. Prior to the November 2016 election and anticipating passage of Proposition 64, the City Council of the City of Woodland imposed a 45-day moratorium on outdoor cultivation of cannabis and required all indoor cultivation of cannabis to comply with the City's existing ordinance regarding indoor cultivation of medical cannabis. The City Council extended the moratorium for an additional ten months and 15 days. The moratorium will expire on October 1, 2017.

DISCUSSION: **Cannabis Cultivation for Personal Use**

The purpose of the proposed ordinance is to make the City's existing ordinance on indoor personal cultivation of cannabis consistent with the State's allowance of indoor cultivation of cannabis for non-medical/recreational purposes. To do that, certain definitions have been deleted or updated within the ordinance, and all references to medical marijuana have been changed to simply read "cannabis."

Proposition 64 permits indoor cultivation of cannabis within a primary residential structure (including an apartment) or a detached, fully-enclosed and secure secondary structure. That same allowance has been added to the proposed ordinance. However, instead of allowing only a qualified medical marijuana patient or his/her primary caregiver to grow the cannabis, the proposed ordinance also would allow anyone 21 years of age or older to cultivate marijuana for his or her personal use. However, cannabis grown by an individual may not be sold or used for other commercial purposes (but it may be processed, used, or given away, as permitted by state law).

The proposed ordinance would retain the current performance standards and regulations regarding indoor cultivation, including regulations concerning lighting, ventilation and filtration, setbacks for the second unit, not inhibiting the occupancy of a residence, and prohibiting cultivation in the kitchen or bathrooms. Additionally, no exterior evidence of cannabis cultivation may be visible from the public right-of-way. The proposed ordinance also prohibits all outdoor cultivation of cannabis, for any purpose. The City's existing ordinance allowed limited outdoor cultivation of medical marijuana, but in very specific areas. City staff does not know whether any cultivation of medical marijuana occurred outdoors in these limited areas. However, in light of the potential for increase in outdoor personal cultivation of cannabis as a result of Proposition 64, City staff recommends a complete ban on outdoor cultivation in the City consistent with the existing moratorium.

The City's existing ordinance requires any person who cultivates medical marijuana indoors to first register with the Community Development Director for the purpose of the City's monitoring compliance with the building and safety regulations. The ordinance required the property owner to consent to the cultivation of marijuana at the premises and to provide the name of each person growing marijuana, among other things. However, since the enactment of the ordinance, no one has ever registered with the Community Development Director as required by the ordinance. It is difficult to believe that no one in the City has grown or is growing marijuana for medical purposes. Thus, staff believes this requirement has no current beneficial use in the existing code and proposes deleting it. Anyone who chooses to cultivate cannabis indoors will still be required to comply with building and safety regulations in addition to those standards set forth in the ordinance – only the registration component has been deleted.

Both the Planning Commission and the City Council appointed ad hoc two-member subcommittees. Planning Commissioners Harris and Lizarraga met with Mayor Angel Barajas and Council member Rodriguez and staff to discuss various issues related to cannabis cultivation and options for the City of Woodland. The subcommittee members have received a copy of the proposed ordinance and did not have any substantive comments on it.

Environmental Determination

The proposed ordinance authorizes personal cultivation of cannabis, consistent with state law. Staff has determined that the proposed ordinance does not allow or permit new uses or more intensive uses than those already established in existing zoning districts in the City, and that there will not be any significant changes or effects to the environment. Additionally, the proposed ordinance is more restrictive in the area of outdoor cannabis cultivation than the existing ordinance (which permitted some outdoor cultivation). As such, staff has determined that the ordinance is not a project subject to the California Environmental Quality Act pursuant to Section 15061(b)(d) of Title 14 of the California Code of Regulations.

DISCUSSION: Commercial Cannabis Uses

Some jurisdictions in California are adopting zoning ordinances to allow commercial cannabis uses. Proposition 64 establishes up to 19 different categories of state licenses for commercial cannabis, including commercial cultivation, manufacturing, testing, distribution, and dispensary/retail sales. Proposition 64 also authorized the State of California to begin issuing commercial cannabis licenses to entities as of January 1, 2018 if the business activity is also permitted under applicable local (i.e. city) ordinance.

Ad Hoc Subcommittees: The Planning Commission and City Council ad hoc subcommittees were comfortable with allowing some limited commercial uses to proceed within the City but were uncomfortable with allowing retail uses (such as storefronts and/or dispensaries). The subcommittee members also discussed various financing mechanisms and the different types of commercial uses. Because it is so early in the process, both at the state and local level, and the legal cannabis industry is just beginning to get off the ground, the potential scope and impact of commercial cannabis businesses is not yet known in terms of demand, production estimates, or the amount of revenue the City could receive from commercial cannabis uses.

Desired Planning Commission Feedback: After discussion between the members of the ad hoc subcommittees and staff regarding the potential for commercial cannabis uses in Woodland, staff has identified several preliminary zoning issues for Planning Commission discussion and feedback. Staff seeks input on these preliminary zoning issues to help guide future drafting of a zoning ordinance regarding commercial cannabis uses, which will be brought back to Planning Commission for consideration and recommendation. Specifically, staff seeks discussion and input from the Planning Commission on the following questions:

1) Types of Commercial Cannabis Uses. What types of potential commercial cannabis uses should be allowed in Woodland? Specific land use considerations include: uses compatible with existing uses in the City and proposed limits in the total number or total size of such businesses.

2) Location of Commercial Cannabis Uses. Where should those potential commercial cannabis uses be located in the City? Specific land use considerations include: compatible zoning districts for proposed uses and the potential for an overlay zone applicable to those uses.

3) Land Use Approvals. What land use approval process do we want to impose on potential commercial cannabis uses? For example, should all cannabis uses be required to obtain a Conditional Use Permit?

Additional information and discussion regarding each of these questions is outlined below. Where relevant, initial staff recommendations have been included to help guide Planning Commission consideration.

1) Types of Uses:

The various types of commercial cannabis uses include: commercial cultivation, manufacturing, testing laboratories, distributors, and retailers (conducting retail sales to customers). There is also a state "microbusiness" license type, which authorizes limited amounts of cultivation, distribution, manufacturing, and retailing under a single license. Alternatively, the Planning Commission could recommend prohibiting all commercial uses at this time.

Initial staff recommendation is to allow non-retail, wholesale cannabis uses, and to prohibit all retail sales and retail uses in the city. This would include allowing the following types of uses:

A. Manufacturers. Commercial cannabis uses include operators who blend, extract, infuse, or otherwise make cannabis products, including edibles and/or medication. Cannabis manufacturing may include, but does not necessarily have to include, distribution of wholesale products, although distribution under state law would require a separate state license. Manufacturers do not include retail. In other words, a manufacturer would not sell cannabis products directly from the manufacturing facility.

Additionally, some cities such as Sacramento allow non-volatile manufacturing but not volatile manufacturing. Non-volatile manufacturing does not use volatile solvents in any of the production or compounding of cannabis. State law defines volatile solvents as volatile organic compounds including explosive gases such as propane or kerosene and dangerous poisons, toxins, or carcinogens such as methanol, isopropyl alcohol, or acetone.

B. Testing Laboratories. A cannabis testing lab would include a facility that tests cannabis or cannabis products. These labs may conduct initial analytical or design work or may be engaged in scientific research or experiments. Testing laboratories would not include manufacturing, distribution, or sale of cannabis products.

C. Distribution Facilities. Cannabis distribution facilities may store cannabis on-site, engage in non-retail sales, and transport cannabis and cannabis products between other state-licenses cannabis businesses, including warehouses and other similar structures.

D. Indoor Cultivation. Commercial cannabis cultivators (i.e., not personal cultivation, which is regulated separately), may operate under a variety of state cultivation license types. Those

license types vary based on whether the cultivation is conducted indoors, outdoors, or using a combination of lighting, and also vary based on total size of the cultivation premises.

Initial staff recommendation is to allow a limited number of indoor cultivation facilities, and to limit the total square footage of such facilities.

Staff also proposes limiting both the total number and total size of each of the above cannabis facility types. Staff is exploring, for example, limiting each of the above non-retail uses to no more than 3-5 in the City. Staff is continuing to study such parameters, but is interested in receiving Planning Commission feedback on this issue.

2) Consideration of Potential Locations:

Based on the assumption that certain limited non-retail cannabis uses outlined above would be permitted in the City, it is necessary to determine appropriate zoning districts for those uses.

Initial staff recommendation is to allow the above cannabis uses only in the Industrial Zone. Staff is also exploring the option of developing an overlay zone that would be an even more limited area of the Industrial Zone, authorized for specific types of cannabis uses. For example, an overlay zone could be created for certain non-retail cannabis uses, located in the area east of Pioneer Avenue and north of E. Beamer Street (very north east end of the industrial area). Other cities have begun exploring cannabis overlay zones that would permit all permitted cannabis uses to operate within a particular area, similar to a business park model.

Staff has also prepared a zoning map showing the potential zones for commercial cannabis uses. Another factor for the Planning Commission to consider is whether an additional buffer around these uses is necessary. State law provides a 600-foot radius buffer between cannabis uses and schools, day cares, and other places where children congregate. The City may adopt additional or more stringent restrictions to avoid conflicts with incompatible uses. However, because non-retail cannabis uses will generally not be open to the public, will likely require more space, and will not have cannabis growing outdoors, it is unclear whether additional buffers are necessary for these types of commercial cannabis uses.

3) Consideration of Land Use Approval Process:

Potential authorized cannabis uses could be allowed by right, or conditioned upon the granting of a Conditional Use Permit.

Initial staff recommendation is that any proposed commercial cannabis use be required to receive a conditional use permit in order to operate. This would ensure that no commercial cannabis use would be allowed to operate in the City as of right. In addition to the performance standards set forth in the applicable zone, the City would also have an opportunity to review the proposed use and location and determine compatibility with adjacent land uses, the potential for disruption of potential land uses, and to impose any and all applicable conditions on the use. In addition, staff recommends that any commercial cannabis user also be required to enter into a

development or operating agreement. It is possible that any new commercial cannabis user would be required to complete a separate environmental analysis process prior to being allowed to operate in the City.

The City has also gathered information about how neighboring jurisdictions are addressing commercial cannabis. The City of Davis is currently moving forward with allowing all non-retail commercial cannabis businesses, except for commercial cultivation. Davis has already adopted both a zoning ordinance and a separate regulatory ordinance (requiring a business permit to operate and imposing non-zoning related operational requirements) applicable to these types of businesses. Davis has also conducted public workshops to discuss allowing limited numbers of cannabis retailers in the City. The City of Davis also has in place a business license tax requiring every person engaged in a cannabis business to pay ten percent of each dollar of gross receipts to the City, with an exemption for medical cannabis dispensaries in the event they become authorized to operate in the City. City of Davis voters approved that tax in June 2016, prior to the State's approval of Proposition 64. The City of West Sacramento allows whole sale cannabis logistics, distribution, and transportation facilities for medical cannabis within the M-1 zone pursuant to a conditional use permit, a development agreement, and a security plan. The County of Yolo is processing a large number of cultivation permit applications within unincorporated Yolo County.

In addition to the land use and zoning issues, the City Council would also consider various regulatory issues associated with the new commercial cannabis business, including requirements for permit issuance, whether to require background checks, security requirements, processing and license fees, and the duration of cannabis permits, among other issues.

Thus, for consideration by the Planning Commission are the following issues concerning potential commercial cannabis uses in the City of Woodland:

- What types, if any, non-retail commercial cannabis uses should be permitted, conditionally permitted, or prohibited within the City of Woodland
- Where non-retail commercial cannabis uses should be located within the City of Woodland
- Whether there should be a limit on the total number and size of commercial cannabis uses
- Whether retail cannabis uses should be permitted in the City
- Whether an additional buffer(s) should be required around commercial cannabis uses

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Receive a staff report regarding proposed and recommended amendments to the City's existing zoning ordinance regulating medical marijuana cultivation to conform the scope of the existing ordinance to new state law, and renaming Article 21.5 to Personal Cultivation of Cannabis;
2. Conduct a public hearing;

3. Discuss zoning options for potential commercial cannabis uses, including potential zoning districts for those uses; and
4. Adopt Resolution No. PC 17 - _____, recommending to the City Council adoption of an ordinance to amend Article 21.5 to conform the scope of the existing ordinance to state law, specifically Proposition 64 adopted by the State of California voters regarding personal cultivation of cannabis.

Attachment A – Resolution No PC 17- Recommending Adoption of Draft Zoning Ordinance

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 32.
SUBJECT: Homeless Update - Homeless Action Plan

Recommendation for Action:
Staff recommends that the City Council receive a report from staff and the Councils Homeless Subcommittee related to development of a comprehensive Homeless Action Plan, and provide feedback on framework and preliminary recommendations.

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

Fiscal Impact:
The FY2017/18 budget includes an appropriation of $100,000 in support of the city's initiatives related to homelessness. In addition, last year's budget included $75,000 to support of the city's Housing First Pilot project, including costs associated with targeted outreach efforts and securing of short-term supported housing. Housing First project funds are also matched by up to $100,000 in funding provided by Yolo County.

This report includes preliminary recommendations related to both selected grant opportunities that may increase funding available to help address homeless issues as well as a preliminary list of initiatives and activities that will guide priorities for expenditure of available funding.

Background:
Similar to trends experienced throughout the state and region, the City of Woodland continues to experience significant impacts associated with what appears to be a growing homeless population. Last year, the City formally endorsed the "Housing First" model and allocated funding to support a pilot project – in collaboration with Yolo County – that is largely based on the successful Bridge to Housing project from West Sacramento. The goal of the Housing First model, which is also endorsed by U.S Department of Housing and Urban Development (HUD), is to shift focus (and funding) from shelters and field services to permanent supportive housing.

The City of Woodland's Housing First Pilot Project, initiated in April of 2016, includes three components: homeless outreach, identifying temporary transitional housing units, and ultimately permanent supportive housing for the city's chronically homeless population. The pilot project has a goal of placing 8-12 homeless individuals by the end of this year. This report provides an update on potential funding opportunities being pursed in the hopes of securing housing units that have thus far proven to be the greatest challenge in implementing this pilot project.

While city staff, in collaboration with Yolo County's Homeless Coordinator, continue to prioritize implementation of the Housing First pilot program, staff is increasingly concerned with the impacts and issued associated with the growing homeless population. Not only does the city continue to receive referrals and complaints from businesses and residents, but our reactive response to issues associated with homelessness is placing increased burden on staff and resources, often at the expensive of resources budgeted for other city programs and activities.
Accordingly, staff across all city departments have been convening meetings to discuss issue and impacts and formulate specific strategies with the goal of better managing the impacts of homeless while we continue to focus on long-term solutions to homelessness. This report presents a framework for development of a comprehensive Homeless Action Plan to more proactively guide how we address issues associated (but not limited to) homelessness. Some of the projects and strategies being recommended are already beginning to be implemented, while other are still being evaluated.

Staff will continue to refine the specific elements of the plan in consultation with the Homeless Sub-committee as well as the larger community of stakeholders.

Included as an element of the draft Homeless Action Plan is the acknowledgement that any successful comprehensive approach requires partnerships - not only between the City, County and service providers – but also with the larger community, to include businesses, residents/neighborhood groups, and – importantly – the homeless community itself.

Discussion:

The following section summarizes the key element of the draft Homeless Action Plan. The Plan is being developed to focus on three broad goal areas:

1. Securing Permanent Supportive Housing
2. Temporary Shelters / Housing – Expand Availability and Capacity
3. Managing Issues Associated with Homelessness

Permanent Supportive Housing

Securing permanent housing with wrap-around services is the focus of the City's Housing First Model. Elements include coordinated outreach to identify the needs of the chronically homeless population, identifying temporary housing units and skills training as a first step to transitioning from homelessness, and, finally, placement of individuals into permanent supportive housing.

Last year, the City contracted with Fourth and Hope to perform homeless outreach services in support of the Housing First project. Starting this past July, the city no longer contracts directly with Fourth and Hope for as this activity has been largely incorporated into grant-funded outreach services contracted with Fourth and Hope by Yolo County. An estimated 11 outreach staff are being hired and deployed through these various grants.

Grant Opportunity through the Partnership HealthPlan of California's Innovation Grants on Housing RFP

Partnership HealthPlan (PHC) last month released an RFP to support projects that will expand access to housing for Medi-Cal members enrolled with PHC. PHC has allocated $25 million for one-time funding opportunities that will support the health and health care needs for its Medi-Cal members in the 14 counties PHC serves. Approximately $2.3 million is available in Yolo County and the City of Woodland is eligible for $679,971 in grant funding. Staff has identified to projects that are being included as part of the countywide grant application:

Housing First Pilot Project – The City would purchase one to two residential units to house chronically, unsheltered homeless adults on an interim basis; provide wraparound services in partnership with other partners; and help enable participants to transition to longer term housing arrangements including but not limited to permanent supportive housing.

Housing Facilitation Project – The City will provide pre-development funding to Woodland non-profits: Friends of the Mission (FOM) and Woodland Opportunity Village. FOM will be assessing the viability of a vacant parcel for a future permanent supportive housing development while Woodland Opportunity Village will conduct a site selection analysis to find a location to accommodate development of a "micro housing" units on a one-acre site for chronically homeless individuals and couples.

Temporary Housing / Shelters

A second component of the Homeless Action Plan seeks to expande availability and capacity of shelters to serve Woodland's Homeless population. This includes maximizing capacity of existing shelters (i.e. Fourth and Hope), evaluating opportunities to establish new shelter(s), continuing to partner with the faith-based community in support of a Winter Shelter, and pursuing establishment of a daytime shelter.

With the recent focus at the federal, state and local level on permanent supportive housing as a means to "solve" the homeless crisis, shelter services have fallen out of favor as funding is being redirected to more permanent housing needs. The relative lack of shelter capacity – both over-night and daytime – is a contributing factor to the increase of homeless individuals living on the streets, city parks and private property. And while not every homeless individual is suited for accommodations provided by shelters, additional resources in this area is likely to reduce the number of individuals with "no place to go", and would facilitate provision of services and transition to temporary and/or permanent housing.

The Homeless Action Plan contemplates prioritizing recommendations that would lead to expanded shelter services within Woodland.

Managing Impacts Associated with Homelessness

For the last few years, the city has experienced a measurable increase in homelessness. This increase is not only measurable in a visual manner, but also supported by statistics compiled by the police department when responding to calls for service known to be related to homeless suspects.

In 2016 WPD spent a minimum 2754 hours, or 114 continuous days and 18 hours, on transient/homeless related calls. This number is based solely on three specific calls for service types; transient camps, panhandling complaints and general homeless complaints. All of these are citizen initiated and the number does not include the additional time officers may have taken to book property, write reports or collaborate with other agencies to get services for our transients. These numbers also do not include any calls classified by dispatch as any other call type (5150 W&I, public intoxication, urinating/defecating in public etc.) or any officer initiated calls. This also only accounts for one officer, but many of these calls required two or more officers depending on the scope and details of the call.

From January through May of 2017 WPD spent 990 hours, or 42 days and 6 hours, on the same transient related calls. Of the 904 total arrests made by WPD in Jan-May 2017 388, or 30 %, were transient/homeless related.

As noted above, these statistics do not include calls that are related to homeless issues but not correlated to them through CAD or police reports. Additionally, these statistics do not reflect calls for service related to homelessness which other city departments either respond to or work with, including code enforcement, parks and recreation, community development, to name a few.

Whereas speculation can attempt to explain why there has been such an increase in homelessness and homeless related criminal activity, it appears that the fact the city is both the hub for services, and the location of the county's only shelter, are major contributing factors. In order to find ways to mitigate the homelessness issue, the city must find and adopt innovative ways to address the issues while striking an appropriate balance between protecting the constitutional and human rights of the homeless, versus enforcing the law and protecting the well-being and rights of businesses, residents, and visitors.

It should be stressed that homelessness is not a crime and neither the City of Woodland nor the Woodland Police Department are attempting to criminalize homelessness. However, some homeless people, certainly not the majority, do engage in criminal activity and/or in activities that diminish the quality of life and endanger the health and safety of the community's citizens and visitors. This is why it is important that any adopted strategies must be holistic in their approach, stressing counseling, affordable housing, substance dependency counseling, and mental health resource referrals over enforcement.

However, non-compliance with the law and/or allowing criminal activity to take place should not be tolerated either. Finally, it must be noted that no strategy or action plan will completely eliminate the homelessness issue in the city, as this is a national problem that statistically is worse in the State of California.

Homeless Action Plan – Preliminary Recommendations

As presented in the draft Homeless Action Plans, a series of preliminary recommendations are being put forth as a means to better manage the impacts of homelessness in our community. While these recommendations arise from a discussion of specific issues and concerns raised by staff, business and residents, many of the recommendations could prove beneficial across multiple problem areas.

The following highlights some of the key recommendations within this element of the plan:

1. Creating the Homeless Outreach Street Team (HOST). / re-deploy Police Officers to patrol downtown, city parks and encampments to deter illegal activity.
2. Consider hiring a full time licensed professional to assist with homeless and at risk youth referrals and counseling.
3. Review our current ordinances/city practices regarding shopping carts, camping, and solicitation (panhandling) to mirror successful ordinances in other cities and communities in the region and the country.
4. Install cameras (POD's) at selected parks and locations around the city.
5. Contract for private security services at library and other city facilities
6. Work with service providers to ensure transients who arrive in Woodland from other communities have a means to return to their communities of origin.
7. Explore innovative programs between the city and the homeless community where there is a collaborative relationships benefitting both, such as: jobs, rewards for community service, etc.

1. Establish Homeless Outreach Street Team (HOST)

In order to proactively address the pressing homeless issues, establish an inter-departmental team to coordinate prioritization and response to issues associated with the homeless population. HOST is modeled after similar successful programs that have taken root in other cities in the U.S., including some in California. HOST is a proactive approach to addressing peoples' needs using appropriate resources before they reach a state of crisis, begin to violate laws or ordinances that typically result in admission to an emergency room, emergency psychiatric facility or result in an arrest or citation.

Under the direction of the police department the HOST team will be staffed by two (2) full time WPD officers, and will be supported by additional city staff, including:

- Battalion Chief of Fire Marshal
- Code enforcement officers
- Public Works (Streets and Utilities)
- Parks Maintenance personnel,
- A representative from CalTrans and Union Pacific Railroad (as needed),and
- Licensed counselor/case worker (proposed)

Currently, the majority of calls for service regarding homeless issues handled by city departments are reactive, meaning we are always playing catch up instead of making headway. The proposed HOST team will attempt to change that. The Homeless Outreach Street Team or HOST will operate in the Downtown area as well as locations where homeless encampments are typically located. The team will also coordinate response to homeless issues across the city.

The HOST team will work hand in hand with other city stakeholders to achieve the following goals:

- Fewer arrests and citations
- Reduced jail bookings
- Increased safety in the downtown area and other areas of the city

· Reduced EMS transports and Emergency Room usage
· Reductions of people in crisis
· Increased case managed clients
· Increased enrollments in an Assessment and Homeless Management Information System
· Increased opportunity for permanent housing
· Identification of key services gaps and needs
· Building a case for policy change(s)

Ideally, the Downtown patrol/HOST team will shift from preventive patrols in the downtown core of our city, to homeless outreach as needed through daily contacts. The patrol portion will be accomplished through foot patrol, bike patrol, or vehicle patrol, depending on specifics needs. This will not only serve as a visible presence downtown, but it will also greatly enhance relations between business owners, citizens, and the police department. Additionally, the patrol portion will allow officers to come in contact with our homeless population since the majority of it is concentrated in our urban core/downtown.

Enforcement of criminal laws and ordinances will always be an option for the HOST, but only after documentation shows that outreach and voluntary compliance were attempted and not successful. The exception will be circumstances where subjects are actively engaged in violent crimes or any activity that is likely to cause serious injury to others.

It is anticipated that the HOST team members will meet once or twice a month to discuss strategies, share ideas, and plan specific targeted outreach and/or enforcement operations. At least twice a month, if not more, the full HOST team will assemble and do a "boots on the ground" operation. These operations can take place anywhere in the city where a need has been identified and not necessarily downtown. Every month, the HOST team will provide a report to City Staff and Council that will include any initiatives worked on, any outreach and enforcement operations the team participated in, and any recommendations to City Staff for policy and/or ordinance changes. Finally, the HOST team will develop a tracking system that will enable the city to identify and assess individuals based on risk factors in order to provide them with targeted outreach and assistance. The database will also document any and all outreach efforts taken before enforcement.

2. Hiring a full time licensed counselor to assist with homeless/at risk youth referrals and counseling.
One of the keys to the success of the HOST program is the availability of licensed/professional counseling and referral services. Hence staff is exploring the possibility of adding one professional licensed counselor/case worker FTE. This person would likely be housed at the Police Department and will have a twofold purpose. First, he/she will serve as a member of the HOST team. This person will go out as needed with officers or the HOST team to provide real time/on the spot referral or crisis intervention services. Whenever not on the streets, this person will assist in tracking outreach and referral services for the homeless population, including providing counseling services at the PD. The second area this counselor will serve is as a resource for the city's YGRIP program.

3. Review our current ordinances/city practices regarding shopping carts, camping, and solicitation (panhandling) to mirror successful ordinances in other cities and communities in the region and the country.
A committee consisting or representatives from a cross section of city staff is evaluating existing city ordinances and will be making recommendations for modifications consistent with the goals of the Homeless Action Plan. This committee will be tasked with identifying possible changes/amendments needed for current public order ordinances, or suggesting new ordinances. This committee will work in tandem with HOST as well as the City Attorney and come up with recommendations to City Council.

4. Install a POD at Selected Parks and other locations
In the past, the police department has installed overt camera surveillance systems (PODs) in areas of the city where high crime or violent/gang activity has been documented. This program has proven to be highly effective in deterring crime in those areas. Currently, Freeman Park is perhaps the main "node" of homeless activity in the city. Presently, citizens and

businesses constantly complain about overt drug use and criminal activity taking place at the park. This has been verified not only by police, but by other city departments staff members. The police department will install a POD at selected parks in attempt to deter criminal activity from taking place. The POD will be in a very visible location, where it cannot be tampered with, and its presence will be made known.

5. Initiate Pilot Private Security for Library and other City Facilities

The behavior issues at the library have tipped to the point that they are no longer manageable by our staff. In a recent patron survey, the #1 written in comment was regarding feeling unsafe coming into the library. A security guard would help monitor behavior in the library and be a consistent presence inside and outside the library. Security guards are being used at many libraries with positive results. The library requests that this necessary and vital change be made to our budget to keep our library patrons and staff safer by sending a message that we take incidents at the library seriously and want an environment where all people feel welcome

The library staff has worked hard to maintain the environment however; they are no longer able to keep up with the increase in loitering, sleeping, drug use, pan handling, inside and outside the library. In 2016 there were 150 CAD (dispatch calls) for service at the library. Of those calls 97 were calls for service at the library and the others were officer initiated. That is an average of 8 calls per month. The library calls the police for back up, when a patron is asked to the leave the library for violating the behavior policy-most typically. The library also maintains an incident report log for staff to record negative interactions with patrons regarding behavior. Since February last year, we have logged 264 incidents with patrons, these range from waking up a sleeper, smoking on the porch, to patrons yelling, fighting, doing drugs, trashing the restrooms, all inside the library.

6. Enhance coordination with service providers to ensure clients who come to Woodland for services have means to return to community-of-origin.

Many individuals come to Woodland because it is the hub of social services for the County. Our outreach efforts have confirmed that several homeless individuals arrive in (or are brought to) Woodland because of the breadth of County services, access to medical/psychiatric care, addiction programs, access to shelters or due to the location of the County Jail and courts. Staff is evaluating initiatives to enhance communication and tracking of individuals to ensure ready-access to a means to return home. This program, implemented in numerous jurisdictions across this country in several formats, will attempt to send people back to their communities of origin and/or where they have relatives or loved ones. This program will be managed by the HOST and will be utilized based on needs assessments and other screening steps. This program may actually assist people who are in Woodland from other communities because they were either in jail or using the resources available in town but are unable to go back. *This program should not be used to send people indiscriminately to other jurisdictions to merely transfer the problem while getting rid of it locally.*

7. Explore innovative cooperation programs between the city and the homeless community where there is a collaborative relationships benefiting both, such as: jobs, rewards for community service, etc.

The Homeless Action Plan contemplates developing collaborative relationships with individuals within the homeless community to assist in addressing many of the concerns identified in this report. Whether it is taking responsibility for minimizing criminal activity, curtailing vandalism, maintaining parks and facilities used by homeless individuals, or providing opportunities for community service. Many jurisdictions have developed successful programs (for example, providing food or hotel vouchers in exchange for cleaning up areas around the city).

Commission/Committee Recommendation:

The draft Homeless Action plan has been discussed at the recent meeting of the Council's Homeless Sub-committee. The sub-committee will continue to provide guidance on plan development and implementation.

Conclusion:

When it comes to the homelessness situation in the city, no action is not an option. The current situation seems unsustainable for not only the business and the citizens, but also for those who are homeless in the city. There is

increasing amount of concern among community members that homeless issues have reached a critical point. By implementing a comprehensive Homeless Action Plan with increased coordination of city resources and stronger collaboration with community partners, the city will be in a better position to manage the impacts associated with our homeless population while at the same time continuing to focus on long-term solutions.

Staff recommends that the City Council receive a report from staff and the Councils Homeless Subcommittee related to development of a comprehensive Homeless Action Plan, and provide feedback on framework and preliminary recommendations.

Prepared By: Paul Navazio, City Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Homeless Action Plan	8/18/2017	Backup Material

CITY OF WOODLAND
Homeless Action Plan

Description	Proposed Actions
H1 – *Housing First Model*	• Explore funding opportunities to increase the supply of permanent supportive housing (PSH) for homeless families and individuals. • Work with Yolo County Homeless Coordinator to apply for Partnership HealthPlan of California's Innovation Grants on Housing RFP to fund predevelopment costs of PSH project.
H2 – *Affordable Housing*	• Continue to support developments gap loans and other assistance that increase the supply of affordable housing units
H3 - *Federal Continuum of Care*	• Continue to apply for grants through the Federal Continuum of Care program in partnership with Fourth & Hope to support permanent housing projects for homeless families and individuals. • Apply for renewals of Consolidated PSH, Relocation PSH, Bonus Project PHS on an annual basis.

Description	Proposed Actions
S1 – *Housing First Model*	• Explore funding opportunities to purchase 1 to 2 residential properties for the City's Housing First Pilot Project. • Work with Yolo County Homeless Coordinator to apply for Partnership HealthPlan of California's Innovation Grants on Housing RFP to fund the purchase of 1 to 2 residential properties. • Apply for grant funds through Sutter Getting to Zero to support the operation of the City's Housing First Pilot Project.
S2 – *Tiny Homes*	• Explore funding opportunities to increase the supply of temporary shelter for singles and couples in a village-type, tiny homes setting with services component. • Work with Yolo County Homeless Coordinator to apply for Partnership HealthPlan of California's Innovation Grants on Housing RFP to fund predevelopment costs of temporary shelter for singles and couples.
S3 – *Shelter Capacity*	• Continue to support the operations of Fourth & Hope's emergency shelter through the Community Development Block Grant program. • Expand capacity of Fourth & Hope shelter Allocate funding (public services component) through the CDBG Annual Action Plan. • Explore options for assisting Fourth & Hope with the financial sustainability of the emergency shelter • Consider funding a capital project for the shelter in FY 2018/19 CDBG Action Plan
S4 –.*Daytime Shelter / Service "Club"*	• Identify suitable site(s) for pilot daytime shelter
S5 - *County Homeless Coordination*	• Evaluate means to improve coordination with Yolo County Homeless Coordinator
S6 – *Designated "camping" zone(s)*	• Consider designating specific areas where homeless are encouraged to live / sleep; ground rules;
S7 – *Life Skills / Job Training*	• Provide/connect the homeless with basic life skills training, job training and employment opportunities.

CITY OF WOODLAND
Homeless Action Plan

Description	Proposed Actions
M1 –*Outreach / Visibility* Enhance outreach and police visibility to better coordinate the City's approach for addressing homeless encampments and other homeless-related issues.	• Establish a HOST team (Homeless Outreach Street Team) to include representatives from City departments, staff from mental health agencies, and other partners. • Proactive approach to addressing "hot spots" and chronic issues/concerns • Consider hiring / assigning position of City Homeless Outreach Coordinator
M2 – *Influx of homeless* Assist "stranded" homeless who want to return to their areas of origin in order to reconnect with family and friends support systems.	• Work with Yolo County Jail, Yolo County Probation Office, Dignity Health, Fourth & Hope, and other services providers to ensure clients from other communities are reconnected with their areas of origin. • Explore options for offering travel assistance to other individuals not receiving services in Woodland, provided that family or friends are available to house these individuals when they return.
M2 – *Homeless encampments* Cleanups generate a significant amount of personal property that must be transported to a storage area and stored until the property can be returned to owners.	• Provide PD, PW and Parks with vehicle(s) to transport personal property and • Purchase a cargo container for storing the property at the City's Municipal Service Center or other location.
M3 – *Trespassing / Private Property* Homeless individuals are using unsecured, vacant properties as makeshift residences resulting in health hazards and other problems.	• Revise City ordinances to increase penalties for property owners who do not secure vacant properties. • Cite squatters for trespassing / Neighborhood Court / Community service
M4 – *Dumpsters* Locked dumpsters are being broken into with the contents scattered.	• Engage with Waste Management, commercial property owners and apartment complex managers on protocols to minimize disruption of regular garbage and recycling pick-up. • Evaluate applicability of ordinances enacted in other communities specific to this issue.
M5 – *Aggressive / Inappropriate Behaviors* Use of the library as a "de facto" day shelter has undermined the comfort level of library patrons and staff as some of the homeless patrons have brought in large sticks and knives; bathed in the restrooms; brought in luggage; and created other nuisance issues.	• Pilot Program to hire a security guard for the library and potentially other City facilities. • Support the establishment of a day shelter to provide a safe place for homeless to gather during the day and access services.
M6 –*Illegal Activity / Parks* Explore options for monitoring and reducing the increased instances of drug use and nuisance-type issues occurring at Freeman Park.	• Install POD cameras in selected parks Freeman Park City Park Ferns Park

CITY OF WOODLAND
Homeless Action Plan

Description	Proposed Actions
M7 – *Shopping carts* Explore options for reducing the proliferation of grocery store shopping carts at locations distant from grocery stores.	• Review City's Shopping Cart ordinance • Collaboration with shopping centers / stores • Review contract services
M8 – *Recycling centers*	• Evaluate number, location and permits for recycling centers to reduce illegal scrap metal activity
M9 – *Engage Homeless Population*	• Establish relationships with (selected) homeless individuals / liaisons to assist with needs, self-policing and problem solving
M10 –*Sharps / Needles* There has been an increase in the number of sharps (drug needles) discarded at City facilities.	• Provide Public Works and Parks field staffs with training on handling sharps through YCPARMIA.
M11 – *Vandalism / Theft* Increased instances of irrigation and electrical systems being tapped into at City facilities.	• Security / harden facilities • Maintenance plan – reduce impacts
M12 – *Expand Community Partnerships*	• Establish collaborative initiatives with Downtown Businesses, Faith-based community and Neighborhood groups to assist with identifying problem issues / individuals and shared responsibility for response.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 33.
SUBJECT: Authorize the Sole-Source Purchase of Ultraviolet (UV) Lamps and the Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the sole-source purchase of Ultra Violet Lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.

Staff Contact:
Craig Locke, Deputy Public Works Director Utilities, (530) 661-5899, craig.locke@cityofwoodland.org

Fiscal Impact:
There are no additional funds requested for this procurement. Council previously approved an amount of $130,000 for the purchase of UV lamps in the FY18 Water Pollution Control Facility (WPCF) budget.

Background:
UV lamps are a part of the wastewater disinfection system/treatment process at the WPCF. Disinfection is the final treatment procedure and inactivates any remaining pathogens prior to discharge of the final effluent. Given the importance of final disinfection in the treatment process, it is critical to maintain a functionally reliable disinfection system. In addition, this process is a required element of the City's National Pollutant Discharge Elimination System (NPDES) permit which is regulated by the Regional Water Quality Control Board (RWQCB).
There are multiple manufacturers of UV lamps; each producing lamps of differing qualities, i.e., UV intensity and duration of effective operation. The effectiveness of a given lamp can vary greatly from plant to plant dependent upon design and treatment processes. As such, the NPDES permit is conditioned to the type of lamp that was Title 22 bioassay tested and the lamp type is specifically approved by California Department of Health Services (CDPH) at the time of initial disinfection system installation. Currently, the WPCF is using the permitted Trojan brand UV disinfection system utilizing lamps approved and validated by Trojan Technologies and distributed by DC Frost Associates, Inc. To change lamp manufacturers, a Title 22 bioassay test must be performed and the results approved by the CDPH. The testing process is expensive (approximately $45,000) and does not ensure CDPH approval.

Discussion:
Due to the success we've experienced with lamps approved and validated by Trojan Technologies and to maintain compliance with our NPDES permit, we wish to sole-source the purchase of the UV lamps from DC Frost Associates, Inc. Their staff has shown themselves to be dedicated in supporting the City's needs and offer assistance with testing, evaluating, parts and repair of the UV system.

At the WPCF there are 10 banks of UV lights, each containing 168 lamps. This purchase is for 4- banks. These lamps are designed to provide a useful operating life of 12,000 hours. Our experience indicates they start losing intensity (their ability to disinfect) at about 10,000 hours. As such, they are replaced when their operating hours fall between 10,000 and 12,000 hours. Exceeding the 12,000 hours places the lamps outside of the manufacturer's recommended replacement time frame which, in turn, places the plant in violation of its NPDES permit.

Public Contract Code Section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for Public Works projects if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities, in order to establish uniform, complete and compatible system/specifications for City facilities. (See

Public Contract Code § 3400(b)(2).) Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631; see also Los Angeles Dredging Co. v. City of Long Beach (1930) 210 Cal. 348; Los Angeles Gas & Electric Corp. v. City of Los Angeles (1922) 188 Cal. 307, 319.)

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the sole-source purchase of Ultra Violet Lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.

Prepared By: Crag Locke, Deputy Public Works Director Utilities

Reviewed By: Greg Meyer, Public Works Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
UV lamp sole source resolution 2017	8/15/2017	Resolution

RESOLUTION NO. _____

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

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

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

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage, including when there is only one contracting party who can complete the work {Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Gray don v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631}; and

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

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

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

WHEREAS, this authorization shall be for FY 18 and is not-to-exceed $130,000; and

WHEREAS, funding for these lamps has been previously approved in the current FY18 budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED: That the City Council hereby authorizes a sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000 for the acquisition of the UV lamps required to properly and legally operate the City's wastewater treatment facility.

PASSED AND ADOPTED this 22rd day of August, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

ATTEST:_____

Ana Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: August 22, 2017
ITEM #: 34.
SUBJECT: Authorize the Sole-source Purchase of Coagulants for the Water Pollution Control Facility

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing City Manager to execute the FY 18 Sole Source Contract with Rosa Water Technology Associates in an amount not-to-exceed $160,000.

Staff Contact:
Craig Locke, Deputy Director of Public Works - Utilities, (530) 661-5899, craig.locke@cityofwoodland.org

Fiscal Impact:
An amount of $160,000 was approved in the FY18 Water Pollution Control Facility (WPCF) budget for the purchase of coagulants. We are not requesting additional funds for this procurement. The average annual cost for coagulants is $70,500 with a peak expenditure of $128,200 in 2013 due to an extended plant upset. The purchase amount represents approximately twice the annual average as recent history has shown the usage has gone up due to the changes in surface water chemistry. It may be necessary to purchase above average amounts of coagulant should the plant experience multiple or extended periods of upset.

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

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

Discussion:
Because of the success we've experienced with their products, we are requesting to sole-source the purchase of coagulant from Rosa Water Technology Associates. We believe their products are similar in cost to other chemical vendors. Their staff have been dedicated in supporting the City's needs and offer assistance with testing and evaluating their coagulants to ensure we are using the right products in the most cost-effective manner.

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

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing City Manager to execute the FY 18 Sole Source Contract with Rosa Water Technology Associates in an amount not-to-exceed $160,000.

Prepared By: Craig Locke, Deputy Director of Public Works Utilities

Reviewed By: Gregor G. Meyer, Director of Public Works

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Coagulant Sole Source Resolution 2017	8/15/2017	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING CITY MANAGER TO EXECUTE THE FY18 SOLE SOURCE CONTRACT WITH ROSA WATER TECHNOLOGY ACCOCIATES IN AN AMOUNT NOT-TO-EXCEED $160,000

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

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

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage, including when there is only one contracting party who can complete the work {Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Gray don v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631}; and

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

WHEREAS, based on the City Council's review, the unavailing nature of competitive bidding in this case and Public Contract code section 3400© (2), the City Council has determined the City must require and specify the use of Rosa Water Technology Associates proprietary blend of wastewater treatment chemicals; and

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

WHEREAS, this authorization shall be for FY 18 and is not-to-exceed $160,000; and

WHEREAS, funding for these chemicals has been previously approved in the current FY18 budget and, no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct

SECTION 2. The City of Woodland, pursuant to Public Contract code section 3400, intends to establish uniform, complete and compatible components for wastewater treatment to facilitate the use of the most reliable, dependable, cost efficient and feasible products throughout the City. Pursuant to Public Contract Code section 3400© (2), the City council finds that the proprietary blend of wastewater treatment chemicals from Rosa water Technology Associates is necessary to match existing products in use in the city's wastewater treatment system and as such, bidding would be futile and provide the City with no competitive advantage as no other contractor could bid the proprietary blend of wastewater treatment chemicals produced by Rosa Water Technology Associates.

SECTION 3. That the City Council hereby authorizes The City Manager to execute a sole source contract with Rosa Water Technology Associates in the amount not-to-exceed $160,000 for the purchase of chemicals required to properly and legally operate the City's wastewater treatment facility.

PASSED AND ADOPTED this 22th day of August, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Angel Barajas, Mayor

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

ATTEST:_____

Ana Gonzalez, City Clerk