



## City of Woodland

### Meeting Agenda

#### City Council

City Hall  
300 First Street  
Woodland, CA 95695

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Tuesday, January 16, 2018

6:00 PM

Council Chambers

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#### **CITY COUNCIL CLOSED SESSION**

**5:15PM**

**A. CALL TO ORDER**

**B. CLOSED SESSION**

**B.1 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Government Code Section 54957.6**

**Agency Designated Representatives:** City Manager and Human Resources Manager

**Employee Organization(s):** Mid-Management Unit Employees

**B.2 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.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8**

**PROPERTY:** APN'S 027-390-20, -22 and APN 063-050-10

**AGENCY NEGOTIATOR:** City Manager, Assistant City Manager and City Attorney

**NEGOTIATING PARTIES:** Pacific Coast Producers

**UNDER NEGOTIATIONS:** Price and Terms of Payment

#### **JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY**

**January 16, 2018**

**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.*

1. Long Range Calendar

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

#### **F. MINUTES**

2. City Council Meeting Minutes of December 5, 2018 and December 19, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 5, 2017 and December 19, 2017.

#### **G. PRESENTATIONS**

3. Homeless Action Plan Update

The Council will receive a presentation on the status of the City's Homeless Action Plan.

#### **H. CONSENT CALENDAR**

4. Spring Lake Infrastructure Fee - Extend Urgency Resolution

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, to extend the interim Spring Lake Infrastructure Fee adjustment for a thirty day period.

5. Policy - Donation of Surplus Property

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, Authorizing the Donation of Surplus Personal Property.

6. Community Services Department Quarterly Status Report for the period of October through December 2017

Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

7. Summertime Fun Club Fee Schedule Update

Staff recommends that the City Council 1) receive an update on the Summertime Fun Club day camp and 2) increase the fee schedule for Summertime Fun Club from \$145-208 per session to \$505 - \$575 per summer (10-week session) and \$305-\$375 per 5-week session.

8. Approval of Scope Change for Yolo Family Service Agency's FY 2016/17 Community Development Block Grant Project

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a scope change for the Yolo Family Service Agency's (YFSA) construction project funded through the City's FY 2016/17 Community Development Block (CDBG) program to permit YFSA to replace the windows in Building 1 located at 455 First Street.

9. Amended and Restated Lease Agreement – Pacific Coast Producers

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the Amended and Restated Agricultural Lease Agreement with Pacific Coast Producers for the operation of tomato wastewater facilities.

10. Approval of Final Map 5027 Spring Lake Central Phase 1, Related Subdivision Improvement Agreement, and Reimbursement Agreement

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, 1) approving Final Map 5027 Spring Lake Central Phase 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving the SLIF Reimbursement Agreement, and authorize the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 15% of the reimbursement agreement.

11. Adopt Resolution Accepting the Public Improvements for Subdivision Final Map 4853, Solara Ranch.

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the Public Improvements for Subdivision Final Map 4853 completed by Western Pacific Housing, Inc. a Delaware Corporation.

12. Approve Plans & Specifications, and Authorize Bid Advertisement for the West Street Water Transmission Main Project, CIP #17-08

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the plans and specifications and authorize bid advertisement for the West Street Transmission Main Project, CIP #17-08.

13. Approval of Subrecipient Agreement with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Program

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of \$24,085 and authorizes the Finance Officer to amend the budget as necessary.

14. Approve Consultant Agreement for Design of WPCF South Pond Pump Station Rehabilitation, CIP 18-07

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a Design Contract with Carollo Engineering, Inc. in the Amount of \$140,017 with a Ten Percent (10%) Contingency for CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

15. Professional Services Agreement for Plan Checking and Building Inspection Services

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a

professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$200,000; and authorize the City Manager to execute the agreement.

16. Correction to Hiddleson Pool Demolition Project CIP from 17-03 to 17-13

Staff recommends that the City Council rescind Resolution No. 6978 previously adopted at the December 19th Council meeting and adopt Resolution No. 6978-A accepting the Hiddleson Pool Demolition Project, CIP 17-13, as complete and authorizing the City Clerk to file a Notice of Completion.

17. Adopt City of Woodland Public Safety and Citizen Flood Maps

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, adopting the City of Woodland Public Safety and Citizen Flood Maps.

18. FEMA Assistance to Firefighters Grant (AFG)

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager and the Fire Department to:

1. Submit a FEMA Assistance to Firefighters Grant (AFG) application for self-contained breathing apparatus (SCBAs) and related equipment;
2. Approve City of Woodland to be the Host Agency and to create a MOU with partner agencies including Willow Oak Fire Protection District and the West Plainfield Fire Protection District wherein the partner agencies agree to pay matching funds as required by FEMA for their portion of the requested equipment;
3. Accept grant funding, if awarded, and approve the initial expenditure for the total equipment costs of approximately \$440,000. Of this amount, approximately \$430,500 will be reimbursed by FEMA and partner agencies as outlined in the MOU and required by FEMA.

19. Authorization to Purchase Two (2) Replacement Ford Interceptor Utility Police Patrol Vehicles

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the purchase of two (2) Ford Interceptor Utility Police Patrol Vehicles from Team Ford of Woodland in the amount of \$93,294.44.

20. Water Pollution Control Facility - Restroom / ADA Upgrades

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to enter into a Contract for \$74,897 with Northern Pacific Builders for expansion of the women's restroom at the Water Pollution Control Facility in compliance with the Americans with Disabilities Act (ADA), and increase the Sewer Enterprise budget by \$80,000 for that purpose.

21. Waste Advisory Committee Appointment

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.

22. 2018 Water Rate Adjustments

Staff recommends that the City Council receive an informational update related to the previously-approved 2018 water rate adjustments.

## **I. PUBLIC HEARINGS**

23. PUBLIC HEARING - Code Enforcement: Nuisances Caused by, and Maintenance of, Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance

Staff recommends that the City Council:

1. Conduct the public hearing; and
  2. Waive the first reading of an ordinance amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 – Nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations; and
  3. Schedule the second reading and adoption of ordinance for the February 6, 2018 City Council meeting.
24. PUBLIC HEARING - Public Art Ordinance. Approval of Public Art Ordinance and Related Consistency Amendments
- Staff recommends that the City Council:
1. Conduct a public hearing; and
  2. Waive the first reading of an Ordinance adding Section 25-21-90 to the Woodland Municipal Code related to Public Art Requirements for new construction projects; and
  3. Schedule the second reading and adoption of the Ordinance for the February 6, 2018 City Council meeting; and
  4. Adopt Resolution No. \_\_\_\_\_, amending the Community Design Standards for Commercial Development Section 10 to reference the Public Art Ordinance.
25. PUBLIC HEARING - Agreement to Join the California Public Finance Authority (CalPFA) and Approval of Mortgage Revenue Bonds to be Issued by CalPFA for the Acquisition/Rehabilitation of The Greenery Apartments
- Staff recommends that the City Council take the following actions:
1. Hold a public hearing, which is a Federal requirement for projects involving tax-exempt bond financing, known as the Tax Equity and Fiscal Responsibility Act (TEFRA) hearing;
  2. Adopt Resolution No. \_\_\_\_\_, approving a joint exercise of powers agreement relating to the California Public Finance Authority (CalPFA), agreeing to join the CalPFA as an additional member, and approving the issuance of mortgage revenue bonds by the CalPFA not to exceed twenty million dollars (\$20,000,000) for the purposes of financing the acquisition and rehabilitation of The Greenery Apartments affordable housing facility; and
  3. Authorize the City Manager to execute any and all documents needed for the City to implement the project.

## **J. REPORTS OF THE CITY MANAGER**

26. Consideration of Funding Priorities for FY 2018/19 Community Development Block Grant Program
- Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2018/19 Community Development Block Grant (CDBG) program.
27. 2018 Community Service Awards Nominating Committee Report
- Staff recommends that the City Council:
- 1) Approve the nominating committee's recommended recipients selected to receive the 2018 Community Service Award; and

- 2) Determine which Council Members will present the awards to the selected award recipients.
28. Status Report - 2017-2018 Council Goals
- Staff recommends that the City Council receive a status report on progress toward achieving Council's priority goals for 2017-18.

## **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 January 16, 2018 was posted on January 12, 2018 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.*

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*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: January 16, 2018  
ITEM #: 1.  
SUBJECT: Long Range Calendar

**Recommendation for Action:**

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

**Staff Contact:**

Ana B Gonzalez, City Clerk, 530-661-5806, [ana.gonzalez@cityofwoodland.org](mailto:ana.gonzalez@cityofwoodland.org)

**Background:**

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

A handwritten signature in black ink that reads "Paul Navazio".

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Paul Navazio, City Manager





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 2.  
SUBJECT: City Council Meeting Minutes of December 5, 2018 and December 19, 2018

**Recommendation for Action:**

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 5, 2017 and December 19, 2017.

**Staff Contact:**

Ana B Gonzalez, City Clerk, (530) 661-5806, [ana.gonzalez@cityofwoodland.org](mailto:ana.gonzalez@cityofwoodland.org)

A handwritten signature in black ink, appearing to read "Paul Navazio".

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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                           | Upload Date | Type    |
|---------------------------------------|-------------|---------|
| Draft CC Minutes of December 5, 2017  | 1/10/2018   | Minutes |
| Draft CC Minutes of December 19, 2017 | 1/11/2018   | Minutes |

## **City of Woodland**

City Hall  
300 First Street  
Woodland, CA 95695



### **Regular Meeting Minutes**

**Tuesday, December 5, 2017**

6:00 PM  
Council Chambers  
**City Council**

# **JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY**

**December 5, 2017**

**6:00 PM**

## **VIDEO A. CALL TO ORDER**

**Meeting called to order at 6:00PM.**

## **VIDEO B. ROLL CALL**

**All Council Members present.**

**Present: Barajas, Davies, Fernandez, Rodriguez and Stallard**

**Absent: None**

## **VIDEO C. PLEDGE OF ALLEGIANCE**

**Pledge of Allegiance led by Jim Smith.**

## **VIDEO D. COMMUNICATIONS-PUBLIC COMMENT**

**Ron Oertel spoke regarding ag mitigation**

## **VIDEO E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

**Verbal updates provided by Council Members/Staff.**

## **VIDEO**

### **1. Long Range Calendar**

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

## **VIDEO F. MINUTES**

### **2. City Council Meeting Minutes of November 7, 2017 and November 21, 2017**

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 7, 2017 and November 21, 2017.

### **3. Parks & Recreation Commission Meeting Minutes for October 23, 2017**

Staff recommends that the City Council receive the October 23, 2017 Parks & Recreation Commission Minutes that were approved on November 27, 2017.

## **VIDEO**

### **4. Commission on Aging Minutes for October 19, 2017**

Staff recommends that the City Council receive the October 19, 2017 Commission on Aging meeting minutes that were approved on November 16, 2017.

**Council Member Davies abstained from voting on the November 7, 2017 Council Meeting Minutes as he was absent.**

**Council Members received the Parks & Recreation Commission Meeting Minutes of October 23, 2017 and the Commission on Aging Meeting Minutes of October 18, 2017.**

**On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried on a 4 to 1 vote, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 7, 2017.**

**Ayes: Barajas, Fernandez, Rodriguez and Stallard**  
**Abstain: Davies**

**On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 21, 2017.**

**Ayes: Barajas, Davies, Fernandez, Rodriguez and Stallard**

#### **VIDEO G. CONSENT CALENDAR**

**5. Waste Management Annual Rate Adjustment**

Staff recommends that the City Council: 1) receive the Waste Management 2018 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2018 rate adjustments approved.

**Received the Waste Management 2018 rate adjustment information; accepted as complete and adequate and deemed the proposed 2018 rate adjustments approved.**

**6. Spring Lake Maintenance CFD Annual Accountability Report**

Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2017.

**Accepted the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year ended June 30, 2017.**

**7. Authorize the Purchase of One Replacement Dump Truck for Streets Maintenance**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the purchase of one (1) replacement dump truck for Streets Maintenance through Downtown Ford of Sacramento in the amount of \$79,275.78.

**Adopted Resolution No. 6965, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF ONE REPLACEMENT DUMP TRUCK.**

**8. Authorize Contracts for Facility Condition Assessments and Capital Planning**

Software

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the contract award for a Facility Condition Assessment to Accruent, LLC in the amount of \$50,960 and authorize allocation of available funding for a multi-year software license agreement to support the City's facilities asset management program.

**Adopted Resolution No. 6966, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING CONTRACTS FOR A FACILITY CONDITION ASSESSMENT AND CAPITAL PLANNING SOFTWARE SYSTEM.**

9. Approve Professional Services Agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the consultant services agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services for an amount up to \$190,000.

**Adopted Resolution No. 6967, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH PONTICELLO ENTERPRISES FOR UTILITY ENGINEERING STAFF AUGMENTATION SERVICES.**

10. Authorize Contract Amendment to Citywide Landscape Maintenance Contract with Dominguez Landscape Services, Inc.

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a contract amendment with Dominguez Landscape Services Inc. for Citywide Landscape Maintenance Services.

**Adopted Resolution No. 6968, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH DOMINGUEZ LANDSCAPE SERVICES, INC FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES.**

11. Second Reading for Zoning Ordinance to Add Commercial Cannabis Uses

Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1629, approving the addition of Article 21.6 of Chapter 25 of the Woodland Municipal Code related to zoning of commercial cannabis uses.

**Adopted Ordinance No. 1629, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING ARTICLE 25-21.6 TO THE CITY OF WOODLAND MUNICIPAL CODE RELATED TO ZONING OF COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING, TESTING, RESEARCH, DISTRIBUTION AND RETAIL BUSINESSES IN THE CITY OF WOODLAND on a 4-1 vote as follows:**

**Ayes: Barajas, Fernandez, Davies and Rodriguez**

**Noes: Stallard**

VIDEO

12. Second Reading Commercial Cannabis Business Regulatory Ordinance

Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1630, approving the addition of Chapter 13A of the Woodland

Municipal Code related to Commercial Cannabis Business Permits and Regulations.

**Adopted Ordinance No. 1630, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING CHAPTER 13A TO THE CITY OF WOODLAND MUNICIPAL CODE RELATED TO REGULATORY AND PERMITTING REQUIREMENTS FOR COMMERCIAL CANNABIS BUSINESSES LOCATED IN THE CITY OF WOODLAND on a 4-1 vote as follows:**

**Ayes: Barajas, Fernandez, Davies and Rodriguez**

**Noes: Stallard**

**Adopted Consent Calendar Items No. 5 through 10 on a 5-0 vote:**

**Ayes: Barajas, Davies, Fernandez, Rodriguez and Stallard**

## **VIDEO H. REPORTS OF THE CITY MANAGER**

- VIDEO 13. Adopt City of Woodland's Revised Emergency Operations Plan and Approve Letter of Promulgation
- Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the City of Woodland's Emergency Operations Plan revising and authorizing the Mayor to sign the Letter of Promulgation stating the Council's support for the Plan.

**On a motion by Council Member Rodriguez, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6969, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH HOWELL CONSULTING IN THE AMOUNT OF \$50,000.**

- VIDEO 14. Proposed Amendments to the Inclusionary Housing Ordinance
- Inclusionary Housing Ordinance

**Council Members received a report regarding proposed and recommended amendments to the Inclusionary Housing Ordinance and gave direction to staff.**

- VIDEO 15. Rotation of Mayor and Mayor Pro Tempore
- Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.

**On a motion by Council Member Davies, seconded by Council Member Stallard and carried on a 4-1 vote, Council Members voted to appoint Enrique Fernandez as Mayor and Xochitl Rodriguez as Mayor Pro Tempore.**

**Ayes: Barajas, Davies, Rodriguez and Stallard**

**Abstain: Fernandez**

## **VIDEO I. ADJOURN**

**Meeting adjourned at 7:25PM in memory of William LaQuard who was the creator of the Woodland Gymnastics Club.**

**Respectfully submitted,**

**Ana B. Gonzalez, City Clerk**

## **City of Woodland**

City Hall  
300 First Street  
Woodland, CA 95695



### **Regular Meeting Minutes**

**Tuesday, December 19, 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 REAL PROPERTY NEGOTIATORS - Pursuant to  
Section 54956.8**

**PROPERTIES: APN 027-340-002 and APN 027-270-078**

**AGENCY NEGOTIATOR: City Manager, Assistant City Manager, and City  
Attorney**

**NEGOTIATING PARTIES: Love Ride, Inc.**

**UNDER NEGOTIATIONS: Price and Terms of Payment**

**JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY**

**December 19, 2017**

**6:00 PM**

**VIDEO A. CALL TO ORDER**

**Meeting called to order at 6:00PM.**

**VIDEO B. ROLL CALL**

**All Council Members present.**

**Present: Barajas, Davies, Fernandez, Rodriguez and Stallard**

**Absent: None**

**VIDEO C. PLEDGE OF ALLEGIANCE**

**Pledge of Allegiance led by Jim Smith.**

**VIDEO D. COMMUNICATIONS-PUBLIC COMMENT**

**None**

**VIDEO E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS**

**Verbal updates provided by Council Members/Staff.**

**VIDEO 1. Long Range Calendar**

**Staff recommends that the City Council receive the Long Range Calendar for  
informational purposes only.**

**VIDEO F. PRESENTATIONS**

VIDEO

2. County Fair Mall Retrofit Charrette Report

Staff recommends that the City Council receive a Report from the Congress for the New Urbanism California Chapter (CNUCA) that describes the Woodland Charrette process, the proposed three "Big Ideas" in plan and design, and the implementation strategies for the redevelopment of the County Fair Mall.

**Received report from Steve Coyle, Community Development Department Deputy Director on the Congress for the New Urbanism California Chapter (CNUCA) describing Woodland's Charette process, proposed three "Big Ideas" in plan and design and the implementation strategies for the redevelopment of the County Fair Mall.**

VIDEO G. **CONSENT CALENDAR**

3. Public Works Quarterly Status Report for the period of September through November 2017

Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report.

**Accepted the Public Works Department's Quarterly Status Report.**

4. Annual Measure J Report for Fiscal Year Ending June 30, 2017

Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2017 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

**Approved Annual Measure J Report for Fiscal Year ending June 30, 2017 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.**

5. Annual Measure E Report for Fiscal Year Ending June 30, 2017

Staff recommends that the City Council approve the Annual Measure E Report for Fiscal Year ending June 30, 2017 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

**Approved Annual Measure E Report for Fiscal Year ending June 30, 2017 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.**

6. AB1600 Development Impact Fee Annual Report for the Fiscal Year Ended June 30, 2017

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the AB1600 Annual Report for the year ended June 30, 2017.

**Adopted Resolution No. 6970, A RESOLUTION OF THE CITY OF WOODLAND ACCEPTING THE FISCAL YEAR 2016/17 ANNUAL REPORT OF DEVELOPMENT FEES (AB1600 REPORT).**

7. Approve Contract Amendment for Spring Lake Park N3 (Rick Gonzales, Sr Park) Project, CIP 15-05

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, amending

the consultant services agreement with Associated Engineering Consultants, Inc. in the additional amount of \$66,370 for a total agreement amount of \$305,774 and authorize the City Manager to execute the amendment.

**Adopted Resolution No. 6971, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDMENT FOR INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES.**

8. Final Acceptance and Notice of Completion for 2017 Road Maintenance Project, CIP 17-03

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the 2017 Road Maintenance Project, CIP 17-03, as complete and authorizing the City Clerk to file a Notice of Completion.

**Adopted Resolution No. 6972, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2017 ROAD MAINTENANCE PROJECT, CIP 17-03 AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

9. Final Acceptance and Notice of Completion for 2017 ADA Improvement Project, CIP 17-12

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the 2017 ADA Improvement Project, CIP 17-12, as complete and authorizing the City Clerk to file a Notice of Completion.

**Adopted Resolution No. 6973, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2017 ADA IMPROVEMENT PROJECT (CIP 17-12) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.**

10. 2018 Road Maintenance Project, CIP 18-02; Approve Plans and Specifications, Authorize Bid Advertisement

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the project plans and specifications for the 2018 Road Maintenance Project, CIP 18-02 and authorizing bid advertisement.

**Adopted Resolution NO. 6974, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2018 ROAD MAINTENANCE PROJECT, CIP 18-02; AND AUTHORIZING BID ADVERTISEMENT.**

11. Joint Fire Academy Pilot Program - Supplemental Funding Request

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving supplemental "one-time" funding request in the amount of \$108,000 for the Fire Department to participate in a "pilot" joint Fire Academy with the Yocha Dehe Fire Department.

**Adopted Resolution No. 6975, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$108,000 TO THE FY18 WOODLAND FIRE DEPARTMENT BUDGET.**

12. Transportation Development Act Claim FY2017/18

Staff recommends that the City Council approve Resolution No. \_\_\_\_\_,

authorizing filing of the Annual Transportation Development Act Claim with the Sacramento Area Council of Governments.

**Adopted Resolution No. 6976, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING THE ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIM WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS - FISCAL YEAR 2017/2018.**

13. Annual Appropriations Limit FY2017/18

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the City of Woodland's Fiscal Year 2017/18 Appropriations Limit.

**Adopted Resolution No. 6977, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO SET THE APPROPRIATION LIMIT, IN ACCORDANCE WITH ARTICLE XIII-B OF THE STATE CONSTITUTION FOR FISCAL YEAR 2017/18.**

14. Reappointment of Board and Commission Members

Staff recommends that the City Council accept the resignation of Stephanie Miller from the Parks and Recreation Commission and reappoint members to the various Boards and Commissions.

**Accepted the resignation of Stephanie Miller from the Parks and Recreation Commission and reappointed members to the various Boards and Commissions.**

15. Approve the City of Woodland Salary Schedule effective January 1, 2018

Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2018.

**Approved the City of Woodland Salary Schedule effective January 1, 2018.**

VIDEO

16. Hiddleson Pool Demolition Project, CIP 17-03; Final Acceptance and Notice of Completion

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the Hiddleson Pool Demolition Project, CIP 17-03, as completed and authorizing the City Clerk to file a Notice of Completion.

**Regular Calendar Item No. 18 was moved to the Consent Calendar by City Manager Paul Navazio.**

**Adopted Resolution No. 6978, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE HIDDLESON POOL DEMOLITION PROJECT CIP 17-03, AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.**

**On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members approved Consent Calendar Item No. 3 through 16 and 18.**

**Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard**

## VIDEO H. PUBLIC HEARINGS

### VIDEO 17. Spring Lake Infrastructure Fee Update

Staff recommends that the City Council (1) hold a public hearing; (2) approve the Spring Lake Capital Improvement Plan (CIP); (3) approve the Spring Lake Infrastructure Fee Nexus Study; (4) adopt Resolution No. \_\_\_\_\_, Making Findings and Adopting a Spring Lake Infrastructure Fee Update; and (5) adopt Resolution No. \_\_\_\_\_, an urgency resolution, to adopt Interim Spring Lake Infrastructure Fees.

**On a motion by Council Member Davies, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members approved the Spring Lake Capital Improvement Plan (CIP); approved the Spring Lake Infrastructure Fee Nexus Study; adopted Resolution No. 6979, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND ADOPTING A SPRING LAKE INFRASTRUCTURE FEE UPDATE and Resolution No. 6980, URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND ADOPTING AN INTERIM SPRING LAKE INFRASTRUCTURE FEE.**

**Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard**

## VIDEO I. REPORTS OF THE CITY MANAGER

### 18. 2018 ADA Improvement Project, CIP 18-03; Approve Plans and Specifications, Authorize Bid Advertisement

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the project plans and specifications for the 2018 ADA Improvement Project, CIP 18-03, and authorizing bid advertisement.

**This item was moved to the Consent Calendar and approved on the Consent Calendar.**

**Adopted Resolution No. 6981, URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND ADOPTING AN INTERIM SPRING LAKE INFRASTRUCTURE FEE.**

### VIDEO 19. Review of Draft Commercial Cannabis Permit Fees

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, establishing Commercial Cannabis Permit Fees for 2018.

**On a motion by Council Member Davies, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members adopted Resolution No. 6982, A RESOLUTION OF THE WOODLAND CITY COUNCIL ADOPTING REGULATORY PERMIT FEES RELATED TO COMMERCIAL CANNABIS**

## **BUSINESSES.**

**Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard**

VIDEO 20. Council Committee / Liaison Appointments

Staff recommends that the Council approve selected modifications to City Council Appointments to Inter-Jurisdictional Boards, Liaison Appointments, and City Council Standing and Ad Hoc Sub-Committees for 2018.

**On a motion by Council Member Stallard, seconded by Mayor Pro Tem Rodriguez and carried unanimously, Council Members approved selected modifications to City Council Appointments to Inter-Jurisdictional Boards, Liaison Appointments, and City Council Standing and Ad-Hoc Sub-Committees for 2018.**

**Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard**

VIDEO 21. City Council Meeting Schedule for 2018

Staff recommends that the City Council approve its meeting schedule for 2018.

**On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members approved the City Council Meeting Schedule for 2018.**

**Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard**

VIDEO J. **ADJOURN**

**Meeting adjourned at 7:34PM in memory of retired Police Officer Ed Eichler.**



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 3.  
SUBJECT: Homeless Action Plan Update

**Recommendation for Action:**

Staff recommends that the City Council receive a presentation on the status of the City's Homeless Action Plan.

**Staff Contact:**

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

**Fiscal Impact:**

None. This is an informational presentation.

**Background:**

Last fall, the City Council endorsed the framework of a comprehensive Homeless Action Plan to include three overall objectives:

- 1) Housing First Model - develop strategies to advance increasing the availability of permanent supportive housing to reduce the number of chronically homeless individuals.
- 2) Temporary Shelters - review options for increasing the number of shelter beds.
- 3) Manage Community Impacts - review best practices; establishment of Homeless Outreach Street Team, review and update of applicable citywide ordinances; improve collaboration with other public agencies and service providers; build community partnerships.

The presentation will provide the City Council with an update on progress made on the overall Homeless Action Plan, lessons learned, and next steps that will come before the City Council in conjunction with the mid-year budget update next month. A main focus of the presentation will be results from the recently-formed Homeless Outreach Street Team (HOST), the Police-led effort to coordinate citywide resources to better manage the community impacts associated with an evolving homeless population.

Prepared By: Paul Navazio, City Manager

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Paul Navazio, City Manager





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 4.  
SUBJECT: Spring Lake Infrastructure Fee - Extend Urgency Resolution

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, to extend the interim Spring Lake Infrastructure Fee adjustment for a thirty day period.

**Staff Contact:**

Kimberly McKinney, Finance Officer, (530) 661-5849, [kimberly.mckinney@cityofwoodland.org](mailto:kimberly.mckinney@cityofwoodland.org)

**Fiscal Impact:**

The revised Spring Lake Infrastructure Fee (SLIF) will result in a decrease of Single Family fees of \$14 per unit, a decrease of \$9 per unit for multi-family development, and a decrease of \$.01 per square foot for commercial development. The amount of SLIF that is "set aside" for collection in cash and not eligible for fee credits will increase from 20% to 21% for second and third release development.

**Background:**

In 2004 the City adopted the Spring Lake Infrastructure Fee Program Nexus Study prepared by Economic and Planning Systems, Inc. (EPS), which implemented the fee program specifically for the Spring Lake Specific Plan (SLSP). This Spring Lake Infrastructure Fee (SLIF) is designed to fund backbone and other public infrastructure required in the SLSP. The detail of the backbone and other public infrastructure is included in a Spring Lake Capital Improvement Plan (CIP), which is periodically updated and used in the calculation of the SLIF. The SLIF originally had six components (roadways, water, sewer, drainage, parks and administration), and developers who advance funded infrastructure and received credits with the City can use these credits to offset all fees except the parks and administrative components.

Since its adoption in 2004, the SLIF has been adjusted seven times to account for changes in land cost, inflation and changes in backbone infrastructure projects and costs. The majority of fee modifications are handled retroactively through adjustments to the developers' deposit accounts with the City, but because park fees are paid with cash, no retroactive adjustments are possible and that component of the fee needs to be regularly reviewed and updated. The SLIF is adjusted annually to account for inflation. The last comprehensive SLIF update was prepared in 2010, with an update to the Park component of the SLIF in January 2017.

In 2010 the City instituted a revised financing strategy for Spring Lake. Because of the economic downturn, issuance of future public bonds was uncertain for the second and third releases of development, and the City needed a way to facilitate infrastructure financing. The revised strategy is called Pay-As-You-Go (PAYGO), and as a result of PAYGO, the City will be responsible for constructing certain infrastructure requirements that are not specific to any one development project. In order to fund these PAYGO projects, the concept of a "set aside" was adopted. Under the set-aside system, developers may use only a portion of their fee credits to pay SLIF due at building permit. Development left in the first release could use fee credits to pay 90% of the infrastructure component of the SLIF and 10% is "set aside" in cash to pay for projects. Second and third release developers may use fee credits to pay 80% of the infrastructure component of the SLIF and the other 20% must be paid in cash.

On December 19, 2017 the City Council approved an update to the SLIF that was needed to address an update to the Capital Improvement Plan (CIP), updated land use assumptions, changes in available funds, and revisions to the set-aside project list. The SLIF was adopted along with an urgency resolution to adopt the proposed SLIF as interim fees, effective immediately. The urgency resolution needs to be extended for a thirty day period until the permanent SLIF is effective.

**Discussion:**

Pursuant to Government Code Section 66001, before the City Council may adopt or impose fees as a condition of development, it must make certain findings describing the purpose and use of the fee, the public facilities to be financed by the fee, the type of development project on which the fee is imposed, the reasonable relationship between the fee's use and the type of development project on which the fee is imposed, the reasonable relationship between the need for the public facility and the type of project on which the fee is imposed and the amount of the fee and cost of the public facilities attributable to development. The attached resolution sets forth these findings, which are based on the Spring Lake Infrastructure Fee Nexus Study and Reconciliation Update and establishes the amount of each component of the fee.

Under Government Code section 66017, the City Council may adopt an urgency measure by a four-fifths vote as an interim authorization for a fee or charge, or increase in fee or charge, to protect the public health, welfare and safety. To minimize future impact on development and allow for collection of fees, the City has elected to pursue this urgency measure. Upon adoption, the proposed urgency resolution will take effect immediately and remain in effect for thirty (30) days. The City Council may extend the interim urgency resolution for an additional thirty (30) days. Any extension requires a four-fifths vote of the City Council. An urgency resolution was approved by the City Council on December 19, 2017 and staff is recommending a 30 day extension of the resolution.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, to extend the interim Spring Lake Infrastructure Fee adjustment for a thirty day period.

Prepared By: Kimberly McKinney, Finance Officer



Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                            | Upload Date | Type       |
|----------------------------------------|-------------|------------|
| Resolution - Extension of SLIF Urgency | 1/11/2018   | Resolution |

**RESOLUTION NO. \_\_\_\_\_**

**AN URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
EXTENDING FOR AN ADDITIONAL THIRTY DAYS RESOLUTION 6980 ADOPTING  
SPRING LAKE INFRASTRUCTURE FEES**

WHEREAS, on December 19, 2017 the City Council of the City of Woodland ("City") adopted Resolution No. 6979 to modify the Spring Lake Infrastructure Fee (SLIF); and

WHEREAS, on December 19, 2017 the City Council adopted Resolution No. 6980 to implement the updated SLIF, effective immediately; and

WHEREAS, in adopting Resolution No. 6979, the City Council made certain findings, which are incorporated herein by reference and restated as if stated herein in full; and

WHEREAS, because a permanent increase to the SLIF is not yet in effect, there exists an ongoing need to extend Resolution No. 6980 for an additional thirty (30) days in order to preserve the public health, safety, and welfare.

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

1. The City Council hereby extends the effective period for Resolution No. 6980 for an additional thirty days.
2. This resolution is hereby declared to be an urgency measure and, based on the authority granted by Government Code Section 66017, shall take effect immediately upon its adoption by at least four-fifths vote of the City Council.

Passed and adopted this 16th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

\_\_\_\_\_  
Kara Ueda, City Attorney





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 5.  
SUBJECT: Policy - Donation of Surplus Property

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, Authorizing the Donation of Surplus Personal Property.

**Staff Contact:**

Kimberly McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

**Fiscal Impact:**

No direct fiscal impact results from adoption of this resolution. Approval will allow the City Manager to approve donation of surplus property; fiscal impact from donations that may occur in the future is expected to be minimal.

**Background:**

Section 17B-150(e) of the City of Woodland Municipal Code provides direction regarding donation of surplus materials. The City Council may adopt a resolution establishing a policy for the donation of surplus property that sets rules and regulations to govern the fair and equitable donation of materials, supplies and equipment.

No policy currently exists to allow donation of property declared surplus in accordance with the Code.

**Discussion:**

Staff proposes the following policy for the donation of surplus property:

The City Manager will consider the donation of surplus materials, supplies or equipment that have no commercial value or would require an expenditure of funds for continued care, handling, maintenance or storage that would exceed the estimated proceeds of the sale of the material, supplies or equipment.

On a case by case basis, and in order to approve the donation of materials, supplies or equipment, the City Manager shall make the following findings prior to approving the donation:

- That the materials, supplies or equipment are surplus to the needs of the City;
- That the materials, supplies or equipment either have no commercial value or will require an expenditure of funds for continued care, handling, maintenance or storage that exceeds the estimated proceeds of sale of the material, supplies or equipment;
- That the donation furthers a specific public purpose of the City; and
- That donations are made in a fair and equitable manner.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, Authorizing the Donation of Surplus Personal Property.

Prepared By: Kimberly McKinney, Finance Officer



Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                                   | Upload Date | Type       |
|-----------------------------------------------|-------------|------------|
| Resolution - Surplus Property Donation Policy | 1/11/2018   | Resolution |

## **RESOLUTION \_\_\_\_**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE DONATION OF SURPLUS PERSONAL PROPERTY**

**WHEREAS**, Sections 37350 and 37351 of the California Government Code allow cities to dispose of personal property for the common benefit and for the benefit of the City; and

**WHEREAS**, pursuant to Section 17B-150(e) of the Woodland Municipal Code, the City Council may adopt a resolution establishing a policy for the donation of surplus property that sets rules and regulations to govern the fair and equitable donation of materials, supplies and equipment; and

**WHEREAS**, Section 17B-150(e) of the Woodland Municipal Code provides that the City Manager shall not approve any donation without first making a finding that the materials, supplies and equipment to be donated have no commercial value or will require an expenditure of funds for continued care, handling, maintenance or storage which exceeds the estimated proceeds of sale.

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

**Section 1.** The following policy is hereby adopted for the donation of surplus property.

The City Manager will consider the donation of surplus materials, supplies or equipment that have no commercial value or would require an expenditure of funds for continued care, handling, maintenance or storage that would exceed the estimated proceeds of sale of the material, supplies or equipment.

On a case by case basis and in order to approve the donation of materials, supplies or equipment, the City Manager shall make the following findings prior to approving the donation:

- That the materials, supplies or equipment are surplus to the needs of the City;
- That the materials, supplies or equipment either have no commercial value or will require an expenditure of funds for continued care, handling, maintenance or storage that exceeds the estimated proceeds of sale of the material, supplies or equipment;
- That the donation furthers a specific public purpose of the City; and
- That donations are made in a fair and equitable manner.

**Section 2.** The City Council hereby authorizes the City Manager to donate surplus property in compliance with the policy set forth in this Resolution, and deems such donations appropriate.

**Section 3.** The City Clerk is hereby authorized to take any action required by law for the enactment of this Resolution.

**Section 4.** This Resolution shall be effective on the date of its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Woodland this \_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Kara Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 6.  
SUBJECT: Community Services Department Quarterly Status Report for the period of October through December 2017

**Recommendation for Action:**

Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

**Staff Contact:**

Kris Bain, Community Services Program Manager, (530) 661-2002, [Krista.bain@cityofwoodland.org](mailto:Krista.bain@cityofwoodland.org)

**Background:**

This quarterly status report covers the period of October through December 2017. The report presents a summary of recreation and senior programming, events, affordable housing, the community development block grant entitlement program, parks and recreation facilities operation and maintenance, and urban forestry. This report also contains a narrative description of major work performed and/or notable Department highlights.

**Conclusion:**

Staff recommends that the City Council accept the Community Services Department's Quarterly Status Report.

Prepared By: Kris Bain, Community Services Program Manager

Reviewed By: Christine Engel, Community Service Director

A handwritten signature in black ink, which appears to read "Paul Navazio".

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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                                                             | Upload Date | Type   |
|-------------------------------------------------------------------------|-------------|--------|
| Community Services Department Quarterly Status Report Quarter 2 FY 2018 | 1/11/2018   | Report |

## Community Services Department Quarterly Report: October – December 2017

The following provides a summary of the Community Service Department's programs, activities, and events for October through December 2017. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document. *Participant totals (total participants and total participant hours) are the total amount of participants/hours for the entire reporting period (ie in most cases three months).*

### Quarterly Highlights

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- Approximately 3,031 people attended events at the Community & Senior Center during facility rentals.
- Approximately 378 participants enrolled in the November 2017 Commit2Fit campaign, with 28 people taking part in a 5K run/walk training program.
- Over 1,386 people participated in events such as the Ace Race Disc Golf Tournament, Movies on Main Street, Father Daughter Dinner Dance, the Commit2Fit 30-Day Challenge, and Teen Skate Night.
- The amount of participants for Rec2Go increased from 300 in 2016 to 1,655 in 2017.
- Approximately 12,919 participant hours were recorded for aquatics; and youth, teen, and adult recreation classes.
- Over 10,246 participant hours were recorded for adult sports.
- Approximately 9,713 participant hours were recorded for senior programs and events.

### Program Marketing

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During this reporting period, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- School Flyers: One school flyer (Fall 2017) was distributed to WJUSD students to promote fall activities and events (Youth Basketball, After School Teen Pack, Skate Night, Commit2Fit, and contract classes). All flyers are in English and Spanish.
- Direct Marketing: Participants of the 2017 Father Daughter Dinner Dance were sent a 2018 calendar with pictures from the event. The calendar provides Departmental program start dates such as the beginning of summer programming, classes, and special events.
- Social Media: The Department utilizes Facebook and Instagram to advertise upcoming events and recreation programs.
- Special Events: Rec2Go staff attended the monthly Food Truck Mania events in October, November, and December, the Annual Trick or Treating on Main Street, a Little League event, the Woodland Police Department Fall Festival, Freeman Elementary Fall Festival, a Family Fun Festival at Woodland Community College, the Woodland Christian School Mud Run, and the ASES afterschool program at Plainfield Elementary. Rec2Go also participated in the Woodland Holiday Parade.



**Rec2Go at Woodland Christian School's Mud Run on November 5**

## Facilities

### Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to provide a location for community events and generate revenue for the City of Woodland.

The “Facility Rentals with Fees Waived” column, in the table below, identifies the use of the facility where fees were not charged and the dollar amount that could have been collected (had a fee waiver not been granted). Rentals with all of the fees waived are generally city events/meetings or city sponsored events. This table does not include use of rooms for senior programs or exercise classes.

|                          | <b>General Facility Rentals</b><br><i>Includes rentals receiving discounts</i> | <b>Facility Rentals</b><br><i>with Fees Waived</i> |
|--------------------------|--------------------------------------------------------------------------------|----------------------------------------------------|
| Number of Rentals        | 39                                                                             | 16                                                 |
| Approximate Participants | 2,391                                                                          | 640                                                |
| <b>Total Fees</b>        | <b>\$14,512</b>                                                                | <b>\$14,445 (waived)</b>                           |

### Sports Park Tournament Reservations

Tournament reservations are available for the Sports Park Complex. Local tournament directors have the first choice of dates for the following year before a “tournament date allocation meeting” is held with non-local tournament directors. All of the available weekend dates for tournaments (from January to August and November to December) were reserved. (September and October weekends are used for soccer games by local soccer leagues). During the second quarter, the Sports Park was reserved for youth baseball and soccer tournaments. Some tournaments were cancelled due to inclement weather.

| <b>Sports Park Tournament Reservations</b> |                 |
|--------------------------------------------|-----------------|
| Number of Rentals                          | 4               |
| Number of Teams                            | 74              |
| <b>Total Fees Collected</b>                | <b>\$13,650</b> |

## Facility Maintenance Projects

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Annual maintenance projects were completed during the holiday closure at the Community & Senior Center. These projects included the resurfacing of the gym floor in the Kevin & Lori Haarberg Gymnasium and Court “C” (the gymnasium by the Y Wellness & Fitness Center). The gym resurfacing was scheduled when the public had limited access to the Community & Senior Center and programs and activities would not be impacted with room closures.

## Parks

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Parks and urban forestry projects during the second quarter include:

### Hiddleson Demolition and Park Reuse Project

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The Hiddleson Pool demolition project was completed in December. The outbuildings have been demolished and the pool has been filled in. The area is temporarily an open space with redwood bark to reduce any silt runoff during the rainy season. After the remaining budget has been determined, staff will work on a reuse plan.

### City Park Walkway Lighting

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The electrical staff informed parks staff of a surplus of lighting poles that could be utilized at one of the parks. Staff determined to place the additional lighting at City Park to compliment the new restrooms and provide necessary walkway lighting. The project also included the installation of walkway lighting on the north side of the park and video cameras in the park. The project was completed in October.

### Dog Park

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Staff partnered with the Yolo County Construction Program (YCCP) to assist with the staining and winterizing of the shade structures within the Dog Park. The volunteer labor provided an opportunity for the public to serve the community while allowing staff to focus other skilled tasks. The YCCP operates as a voluntary alternative to out-of-home placement by providing community-based educational, mental health crisis intervention, and vocational education to kids aged 16 to 18 who are under formal supervision by Probation. The program is operated by the Yolo County Probation Department, with funding provided by CommuniCare and Northern California Construction and Training (NCCT).

### HOST Team Project Participation

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Parks collaborated with the Police and Public Works Departments for the homeless camp cleanup on E. Gum and 113. The police assisted the parks staff with the cleanup while the Urban Forestry group raised up the trees and chipped the brush.

### Proposed Sports Park Facilities

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In October, the City Council approved a conceptual Sports Park Master Plan based on input from user groups collected over the summer by a Council/Parks & Recreation Commission subcommittee. Priority Level A and B projects were identified: Level A (two girls Fastpitch fields, two soccer fields, and additional parking); and Level B (Skate Park, Tennis Courts, and improvements to ball fields at other locations). Staff is working with user groups and a consultant

to determine anticipated project costs to design, construct, operate, and maintain the facilities. Additional information on the projects will be brought back to the City Council for consideration.

### CalFire Grant

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As part of the early implementation of the CalFire grant, all associated contracts with vendors were executed. Staff submitted the first invoice request to demonstrate matching funds for labor for the Mandela Washington Fellows tree planting on July 13 (30 trees were planted).

### Tree Planting

The Woodland Tree Foundation held their first grant sponsored plantings on October 28 and December 2. In October, there were thirty-two trees planted, twenty-eight private trees and four public trees planted at Campbell Park. There were 37 volunteers for the planting. In December there were ten trees planted at Pioneer Park, two planted at Campbell Park, two planted in City maintenance strips, and 25 planted at private residences. There were 34 volunteers at the planting, 13 of which were from the Rotary Club.

As part of the CalFire Grant West Coast Arborist was contracted to stump grind eighty-six stumps. This will include the removal of grindings, and replacement of soil in various locations throughout the City. This project began in early November allowing for the replanting of trees at sites where trees were removed. This process is an integral part of the renewal of the urban forest.

### Master Plan

Staff held a kick-off meeting with Davey Resource Group for the Urban Forest Master Plan. The completed Urban Forest Master Plan is projected to go council by the end of 2018.

### 2017 Tree Champion Award

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On Saturday, October 7, the Woodland Tree Foundation recognized the City's Urban Forestry Group at their fundraising "Tunes for Trees" dinner with the 2017 Tree Champion Award. Westley Schroeder, Fernando Munoz, and Tyler Roach were presented the award for their ongoing collaboration with the Woodland Tree Foundation and their continued dedication to maintaining the City's urban forest. The Urban Forestry Group and the Woodland Tree Foundation are continuing their partnership through the efforts of the CalFire grant.

## Events

| Event                         | Date      | Total Participants | Participant Hours | Fees Collected               |
|-------------------------------|-----------|--------------------|-------------------|------------------------------|
| Ace Race Disc Golf Tournament | Oct. 7    | 32                 | 96                | \$1,080<br>(+\$250 donation) |
| Movies on Main Street         | Oct. 6    | 500                | 1,000             | Free Program                 |
| Father Daughter Dinner Dance  | Nov. 4    | 301                | 1,204             | \$11,337                     |
| C2F 30-Day Challenge          | Nov. 1-30 | 378                | 4,570             | Free Program                 |
| Teen Skate Night (Measure J)  | Nov. 17   | 175                | 350               | Free Program                 |
| <b>Total Participants</b>     |           | <b>1,386</b>       | <b>7,220</b>      | <b>\$12,417</b>              |



**Ace Race Disc Golf Tournament, October 7**

## Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatic programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, recreation swim teams, lap swim and water aerobics. During the winter, the primary programming at the pool is lap swim, water aerobics, and the use of the pool by the Woodland Swim Team.

| Aquatics Program             | Total Participants | Participant Hours | Fees Collected |
|------------------------------|--------------------|-------------------|----------------|
| Lap Swim & Water Aerobics    | 1,203              | 1,203             | \$3,572        |
| Woodland Swim Team           | n/a                | n/a               | \$5,730        |
| Private Facility Reservation | n/a                |                   | \$540          |
| <b>Total</b>                 | <b>1,203</b>       | <b>1,203</b>      | <b>\$9,842</b> |

## Pool Rentals

During non-programmed hours, the Charles Brooks Community Swim Center is available to reserve for other aquatic activities not affiliated with the City of Woodland. Pool reservation fees account for the facility and safety personnel onsite during the scheduled event.

### Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices and one swim meet during the last quarter (October 28-29).

Fees Collected: \$5,730

### Private Facility Reservations

The pool is available for private reservations when not in use by City programs or user groups. Three private reservations events at the pool during the second quarter.

Fees Collected: \$540

### Youth & Teen Recreation

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

| Youth Recreation Program           | Total Participants<br>(3 months) | Participant Hours<br>(3 months) | Fees Collected<br>(3 months) |
|------------------------------------|----------------------------------|---------------------------------|------------------------------|
| After School Teen Pack (Measure J) | 2,936                            | 6,994                           | Free Program                 |
| Baby & Me (Measure J)              | 247                              | 247                             | Free Program                 |
| Night Hoops (Measure J)            | 434                              | 651                             | Free Program                 |
| Rec2Go (Measure J)                 | 1,655                            | n/a                             | Free Program                 |
| Toddler Time                       | 42                               | 42                              | \$645                        |
| <b>Total</b>                       | <b>5,314</b>                     | <b>7,934</b>                    | <b>\$645</b>                 |

### Contract Classes

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis and boxing, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program. For boxing, the City retains all of the revenues and pays the two contractors a monthly stipend.

| <b>Contract Class</b> | <b>Total Participants<br/>(3 months)</b> | <b>Participant Hours<br/>(3 months)</b> | <b>Fees Collected<br/>(3 months)</b> | <b>Total Expense<br/>(3 months)</b> | <b>Net Revenue<br/>(3 months)</b> |
|-----------------------|------------------------------------------|-----------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------|
| Boxing                | 1,594                                    | 2,391                                   | \$4,230                              | \$7,200                             | -\$2,970                          |
| Cello Tennis Academy  | 105                                      | 555                                     | \$5,360                              | \$4,824                             | \$536                             |
| Country Line Dance    | 94                                       | 204                                     | \$570                                | \$399                               | \$171                             |
| Dynamic Dancing       | 115                                      | 770                                     | \$6,979                              | \$4,886                             | \$2,093                           |
| Karate                | 24                                       | 192                                     | \$625                                | \$438                               | \$188                             |
| Kidz Love Soccer      | 11                                       | 88                                      | \$1,144                              | \$801                               | \$343                             |
| Pilates               | 19                                       | 152                                     | \$627                                | \$439                               | \$188                             |
| Stepping Out          | 15                                       | 120                                     | \$570                                | \$399                               | \$171                             |
| Yoga                  | 33                                       | 132                                     | \$553                                | \$387                               | \$166                             |
| <b>Total</b>          | <b>2,010</b>                             | <b>4,604</b>                            | <b>\$20,658</b>                      | <b>\$19,773</b>                     | <b>-\$886</b>                     |

### Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

|                       | <b>Teams</b> | <b>Participants</b> | <b>Participant Hours</b> | <b>Revenue</b> |
|-----------------------|--------------|---------------------|--------------------------|----------------|
| Basketball (league)   | 10           | 80                  | 800                      | \$6,355        |
| Softball (league)     | 44           | 720                 | 6,480                    | \$19,610       |
| Volleyball (league)   | 8            | 64                  | 512                      | **             |
| Volleyball (open gym) |              | 150                 | 300                      | \$339          |
| Badminton             |              | 473                 | 946                      | free           |
| Pickleball            |              | 212                 | 424                      | free           |
| <b>Total</b>          | <b>62</b>    | <b>1,699</b>        | <b>9,462</b>             | <b>26,304</b>  |

\*\*Fees collected during Q1

## Seniors

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 9,713 participant hours during the second quarter.

## Programs

| <b>Programs</b>     | <b>Total Sign-ins</b> | <b>Participant Hours</b> | <b>Fees Collected</b> |
|---------------------|-----------------------|--------------------------|-----------------------|
| Art Classes         | 395                   | 655                      | \$288                 |
| Exercise Classes    | 2,530                 | 2,495                    | \$762                 |
| Games               | 1,107                 | 2,400                    | Free Program          |
| General Programs    | 1,819                 | 2,102                    | \$4,244               |
| Education Resources | 204                   | 288                      | Free Program          |
| Support Groups      | 220                   | 440                      | Free Program          |
| Special Programs    | 133                   | 133                      | Free Program          |
| <b>Total</b>        | <b>6,408</b>          | <b>8,513</b>             | <b>\$5,294</b>        |

## Events

| <b>Events</b>              | <b>Date</b> | <b>Total Participants</b> | <b>Participant Hours</b> |
|----------------------------|-------------|---------------------------|--------------------------|
| Senior Thanksgiving Dinner | Nov. 16     | 300                       | 600                      |
| Senior Holiday Social      | Dec. 21     | 300                       | 600                      |
| <b>Total</b>               |             | <b>600</b>                | <b>1,200</b>             |

## Grants and Housing

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the second quarter are provided below.

### Community Development Block Grant (CDBG) Program

The City completed the environmental review (National Environmental Policy Act or NEPA) for the 14 public service and construction activities funded through the City's Fiscal Year (FY) CDBG program. Subrecipient agreements (contracts) have been completed for all of the activities. The Friends of the Mission completed its FY 2016/17 CDBG-funded 925 North Street rehabilitation project in November with the replacement of the HVAC units for the seven-unit affordable housing complex. Construction of the Boy Scout Cabin ADA Ramp project (FY 2016/17 CDBG funding) was completed in December.

### Continuum of Care Grants (CoC) Competition

The City continues to fund two permanent supportive housing projects operated by Fourth & Hope for homeless families and individuals. In approximately February, the U.S. Department of

Housing and Urban Development will announce whether the projects have been renewed for grant funding during the 2018/19 program year.

### Affordable Housing Monitoring

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During the summer, the City monitored approximately 90 owner-occupied affordable housing units to ensure they continue to be owner-occupied and have homeowner's insurance in effect. Many of the units were constructed as a result of the City's inclusionary (affordable) housing policies and most have City first time homebuyer loans while the non-inclusionary housing units have City first time homebuyer loans.

### Rotating Winter Shelter

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The City is partnering with local churches, Fourth & Hope, and Yolo County to offer a winter shelter for homeless families this year in order to provide additional capacity for Fourth & Hope's emergency shelter (Yolo Wayfarer Center). The shelter will be housed at St. Luke's Episcopal Church during a four-week period, January 7 – February 4. Volunteers from local churches will staff the shelter. Families staying at the shelter will check-in at Fourth & Hope, have access to showers, eat dinner, and then walk over to St. Luke's.

### Participant Hours Calculation

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The Community Services Department measures programs through "participant hours". Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program. Participant Hours (PH) is calculated by:

Drop In Programs: 1 Class meeting (in hours) x Total sign ins

Examples include Water Aerobics & Lap Swim, Badminton, and Night Hoops

Classes/Camps/Leagues: Total unique participants x total class time (in hours)

Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)

Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time

Examples include: ReXpo, 4<sup>th</sup> of July

*Participant hours and participants in this report are listed for the three-month reporting period; therefore if 100 participants are listed, the 100 refers to the total participants for the three month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).*



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 7.  
SUBJECT: Summertime Fun Club Fee Schedule Update

**Recommendation for Action:**

Staff recommends that the City Council 1) receive an update on the Summertime Fun Club day camp and 2) increase the fee schedule for Summertime Fun Club from \$145-208 per session to \$505 - \$575 per summer (10-week session) and \$305-\$375 per 5-week session.

**Staff Contact:**

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

**Fiscal Impact:**

The increase in the fee schedule for Summertime Fun Club will not result in a fiscal impact to the general fund; this program is an enterprise fund program. Program revenue for this program offsets the program expenses.

**Background:**

The Summertime Fun Club (STFC) day camp has been a tradition in the City of Woodland for *at least* the past 60 years. This program takes place during the Woodland Joint Unified School District's (WJUSD) scheduled summer breaks and includes recreational activities for youth up to sixth grade. Typically, these day camps are based in Woodland public parks.

In 2017, the program was offered at three local parks: Ferns, Pioneer, and Woodside. The program was held for 10 weeks during the WJUSD summer and ran from 8:00 am – 4:00 pm daily. There were about 150 unique participants that were enrolled. A full summer cost \$495 for a Woodland resident, averaging about \$50 per week.

**Discussion:**

The current fee schedule includes a fee range for the old/reduced service STFC (\$145-\$208/session). The previous STFC program provided for 25 hours a week of supervision for a 7-8 week session (varied over the years) – thus 175 to 200 hours of supervision. The current program provides for 40 hours a week of supervision for 10 weeks, thus 400 hours of supervision, twice as much as what is assumed for the program in the current fee schedule.

Staff annually evaluates program costs and sets a price for the program. Using relatively conservative participation projections, price points are set to be able to cover all staff and supply expenses. Additionally, the price point also takes into consideration the ongoing increase in minimum wage.

While fees have been rising, CSD is able to still keep costs to families low for summer recreation programs in Woodland. In 2017, the price for STFC was \$495 for the full 10-weeks of summer, or \$295 for a 5-week session (essentially \$10-\$12 per day). For comparison, another summer day camp program offered in Woodland cost \$155 per week in 2017, almost *three times* the cost of STFC. Additionally, with the passage of Measure J, more access was granted by offering partial scholarships for low-income families. In many cases, scholarship recipients were paying less than \$6 per day.

In 2017, program expenses for temporary staff and supplies was approximately \$60,000; and revenue was

approximately \$98,000. Other expenses not factored into the overall program expenses include full-time staff planning and oversight of the program and facility costs. Under the current fee schedule, had \$208/session been charged to participants, revenue generated would have been approximately \$31,000, which would not cover program expenses for temporary staff and supplies (\$60,000) or costs related to full-time staff oversight.

Despite greater cost to families, the program attracted more participation due to the greater access and expanded schedule. In 2018, the program will be expanding to include a fourth location (Beamer Park), in addition to the regular program parks (Ferns, Pioneer, and Woodside).

The current adopted fee schedule range of \$145-\$208 per session does not allow the kind of growth this program needs to continue its response to rising costs. The most appropriate fee range would be (for 2018 going forward) \$505-\$575 per summer (10-week session), and \$305-\$375 per 5-week session (2018 rates would be set at \$505/Summer and \$305/5 week session). With the proposed change in program fees, a participant signing up for the 10 week program would pay \$50-\$57 per week or \$10 - \$11 per day for 8 hours of supervision and activities.

**Conclusion:**

Staff recommends that the City Council 1) receive an update on the Summertime Fun Club day camp and 2) increase the fee schedule for Summertime Fun Club from \$145-208 per session to \$505 - \$575 per summer (10-week session) and \$305-\$375 per 5-week session.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description     | Upload Date | Type       |
|-----------------|-------------|------------|
| STFC Resolution | 1/8/2018    | Cover Memo |

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
INCREASING THE FEE SCHEDULE FOR SUMMERTIME FUN CLUB**

**WHEREAS**, the City of Woodland provides summer recreation programming and day camps for youth;

**WHEREAS**, the fee schedule established for the summer day camp, Summertime Fun Club, was developed based on a seven to eight week program offered at \$145-208 per session;

**WHEREAS**, the current Summertime Flub Club expands ten weeks for eight hours a day;

**WHEREAS**, the current fee schedule does not cover the costs of the current program;

**NOW, THEREFORE, BE IT RESOLVED**

That the City Council hereby approves an increase in the fee schedule for Summertime Fun Club from \$145-\$208 per session to \$505-\$575 per summer (10-week session) and \$305-\$375 per 5-week session).

**PASSED AND ADOPTED** by the City Council this 16th day of January 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Enrique Fernandez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana B Gonzalez, City Clerk

\_\_\_\_\_  
Kara K. Ueda, City Attorney





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 8.  
SUBJECT: Approval of Scope Change for Yolo Family Service Agency's  
FY 2016/17 Community Development Block Grant Project

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a scope change for the Yolo Family Service Agency's (YFSA) construction project funded through the City's FY 2016/17 Community Development Block (CDBG) program to permit YFSA to replace the windows in Building 1 located at 455 First Street.

**Staff Contact:**

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

**Fiscal Impact:**

The scope change will not affect YFSA's FY 2016/17 CDBG funding allocation of \$9,375.

**Background:**

YFSA received a FY 2016/17 CDBG funding allocation in 2016 to convert an existing conference room located in Building 2 into therapy rooms. Through fundraising efforts, YFSA has generated sufficient funds to pay for the meeting room conversion on its own and has requested that the City permit it to shift the CDBG funds to replacement of the windows in Building 1.

**Discussion:**

Building 1 contains therapy rooms, a waiting room, and an administrative area. The building's windows are from the original construction of the building that occurred in the late 1950s. The single pane windows allow cold air leakage during the winter months and were not designed to reflect sun light. This negatively impacts YFSA's heating/cooling costs. In addition, replacement of the windows will help buffer the outside noises, particularly from the vehicle traffic on Lincoln Avenue. Lincoln borders the building on the south side and some of the therapy rooms are adjacent to the Lincoln side.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a scope change for the Yolo Family Service Agency's (YFSA) construction project funded through the City's FY 2016/17 Community Development Block (CDBG) program to permit YFSA to replace the windows in Building 1 located at 455 First Street.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                            | Upload Date | Type            |
|----------------------------------------|-------------|-----------------|
| City Council Resolution - Scope Change | 12/18/2017  | Resolution      |
| Letter from Yolo Family Service Agency | 12/18/2017  | Backup Material |

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPROVING A SCOPE CHANGE FOR THE YOLO FAMILY SERVICE AGENCY'S  
CONSTRUCTION PROJECT FUNDED THROUGH THE CITY'S FY 2016/17 COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, the Yolo Family Service Agency (YFSA) received a CDBG funding allocation through Woodland's FY 2016/17 Action Plan for conversion of a conference room in Building 2 into therapy rooms;

**WHEREAS**, YFSA has generated sufficient funds through fundraising efforts to cover the costs of the meeting room conversion on its own and has requested that the City approve a scope change for the construction project so the funding can be shifted to replacement of the windows in YFSA's Building 1.

**NOW THEREFORE, BE IT RESOLVED**, as follows:

The City Council does hereby approve a scope change for Yolo Family Service Agency's construction project to permit YFSA to shift the FY 2016/17 Community Development Block Grant funding allocation to replacement of the windows in YFSA's Building 1.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Enrique Fernandez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Kara K. Ueda, City Attorney



Agencia de Servicios Familiares

*Healthy communities through accessible counseling*

**December 14, 2017**

**Dear Dan,**

**I would like to request redirecting CDBG funds for our Conference Room conversion project in Building 2, to replacing the windows in Building 1 with dual pane windows. By replacing the current single pain windows, it will reduce street noise coming from Lincoln Street and First Street, and will reduce our monthly utility bill. During summer months, the sun shines directly on the windows, and during winter months, the cold wind comes through the poorly sealed windows.**

**Your help and assistance is appreciated. Please let me know if you require additional information.**

**Sincerely,**

A handwritten signature in purple ink that reads "Lester Neblett".

**Lester Neblett**  
**Executive Director**  
Yolo Family Service Agency  
455 First Street  
Woodland, CA 95695  
Office: (530) 662-2211 Ext 11  
Fax: (530) 662-4



YOLO FAMILY SERVICE AGENCY | [www.YoloFamily.org](http://www.YoloFamily.org)

MAIN: 455 1st Street | Woodland, CA 95695 | (530) 662-2211 | Main Fax: (530) 662-4315 | Email: [info@yolofamily.org](mailto:info@yolofamily.org)

DAVIS: (530) 753-8674 | WEST SACRAMENTO: (916) 375-1254



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 9.  
SUBJECT: Amended and Restated Lease Agreement – Pacific Coast Producers

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the Amended and Restated Agricultural Lease Agreement with Pacific Coast Producers for the operation of tomato wastewater facilities.

**Staff Contact:**

Ken Hiatt, Assistant City Manager, (530) 661-5930, Ken.Hiatt@cityofwoodland.org

**Fiscal Impact:**

Rent from the amended lease will generate approximately \$334,000 annually commencing in 2018 and adjusting by the change in CPI every 2 years through the initial term of the lease (July 1, 2036). The terms in the Lease Amendment will result in an annual increase in revenue to the city of approximately \$200,000. Lease revenue will be split between the Sewer Enterprise Fund and the General Fund.

**Background:**

In 2001, the City and Pacific Coast Producers (PCP) entered into a lease for the operation of tomato wastewater processing on City owned property primarily consisting of the 900 acre “Sprayfield Property”. The property is located at the easterly edge of the City, east of the Wastewater Treatment Facility and the North Gibson Ponds (see Attachment 1). Since 2001, PCP has used the property for the purpose of disposing of its tomato wastewater and solid byproduct generated by its facility at 1376 Lemen Avenue. Amendments to the original lease were made in 2007 and 2012 and the current lease is set to expire in 2026.

Last Spring, PCP contacted the City to discuss the potential to extend the term of the lease. PCP is in the process of making significant capital investments in its processing facility including a recently completed \$3,000,000 upgrade to replace the boiler with a new, more energy efficient unit. An additional \$5,000,000 investment is scheduled in 2018/19

The extended term is needed to fully amortize these improvements.

In reviewing the lease agreement, both the City and PCP determined that certain provisions of the existing lease agreement were outdated, unclear, or poorly drafted. Both the City and PCP agreed that redrafting the lease to extend the term of the lease and make other clarifying corrections and changes would more accurately reflect current conditions and provide better clarity regarding use of the property and eventual disposition of it. As just one example, the existing lease does not include any requirements or conditions for the state of the land after the lease terminates, and the proposed lease requires PCP to leave the property in a certain state upon termination of the lease.

**Discussion:**

Staff and PCP have reached agreement on the amended lease language and terms as summarized below.

**Amended Lease Terms**

**Term:**

- Initial Term expires July 1, 2036
- 10 year extension (notification required 24-months prior to expiration of Initial Term)
- Early Termination - City or PCP may terminate lease early with at least three year notification of intent to negotiate alternative location for delivery and treatment of PCP's wastewater discharge.

#### Rent

- PCP shall pay City \$400/acre for rent annually (approximately \$334,280/yr)
- Rent adjusts every 2 years based on change in CPI for prior 2 years.
- Crop Proceeds – if PCP's net crop proceeds exceed PCP's actual or accrued costs then lease amendment will be negotiated to determine City share of crop proceeds.

#### Additional Improvements

PCP agrees to make a total of \$8,000,000 in upgrades to its processing facility and/or City facilities within the first eight years of the Initial Term.

#### Use

PCP shall use the facilities solely for transport, treatment, and disposal of tomato wastewater.

#### Management and Maintenance

PCP is responsible for all management and maintenance of the property and facilities including all permits, monitoring, and reporting requirements.

#### Odor Mitigation

PCP shall take all steps necessary to mitigate odors from the Property.

#### Liability Insurance

PCP shall procure and maintain insurance against liabilities arising out of PCP's activities on the Property with limit of no less than \$3,000,000 combined single limit and \$2,000,000 general aggregate.

A complete copy of the Amended and Restated Lease Agreement can be found in Attachment 3 to this report. The Agreement has been prepared in consultation with the City's legal counsel and utility management staff. The amendments will not only provide increased revenue for the City but will also provide greater assurance to PCP's for its continued operation and expansion in Woodland.

#### **Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the Amended and Restated Agricultural Lease Agreement with Pacific Coast Producers for the operation of tomato wastewater facilities.

Prepared By: Ken Hiatt, Assistant City Manager – (530) 661-5930, [Ken.Hiatt@cityofwoodland.org](mailto:Ken.Hiatt@cityofwoodland.org)




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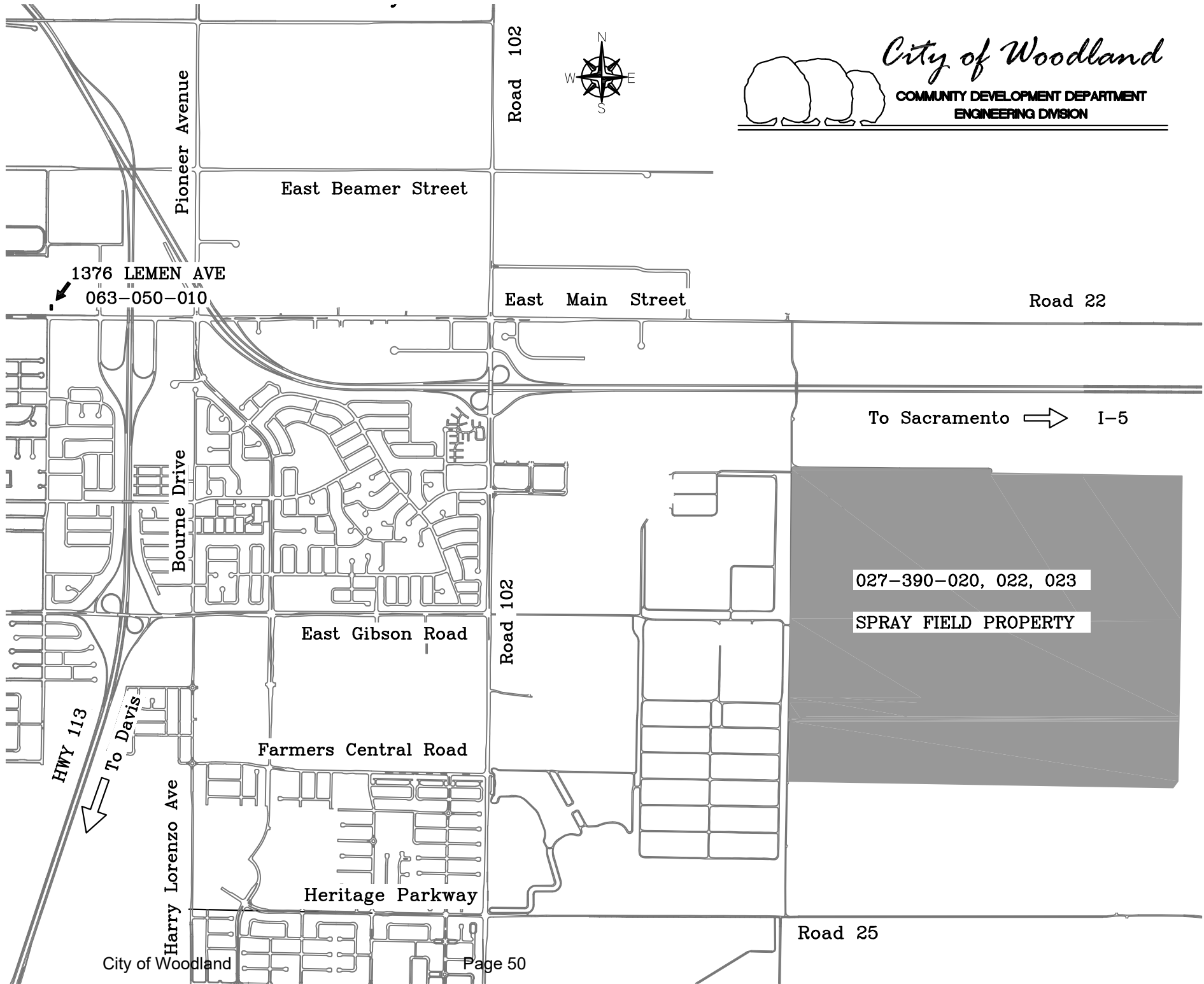
Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                                          | Upload Date | Type       |
|------------------------------------------------------|-------------|------------|
| Attachment #1 - Location Map                         | 1/11/2018   | Map        |
| Attachment #2 - Resolution                           | 1/11/2018   | Resolution |
| Attachment #3 - Amended and Restated Lease Agreement | 1/11/2018   | Agreement  |



Attachment 1  
 LOCATION MAP



**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AMENDED AND RESTATED AGRICULTURAL LEASE  
AGREEMENT WITH PACIFIC COAST PRODUCERS FOR THE OPERATION OF  
TOMATO WASTEWATER FACILITIES ON A PORTION OF THE CITY OWNED  
PROPERTIES REFERRED TO AS THE SPRAYFIELD PROPERTY  
(APN 027-390-20, -22, -23) AND 1376 LEMEN AVENUE (APN 063-050-10)**

**WHEREAS**, the City of Woodland is the owner of Assessor Parcel Numbers 027-390-20, -22, and -23 and 063-050-10 herein referred to as the Property; and

**WHEREAS**, the City of Woodland and Pacific Coast Producers entered into a lease on July 1, 2001 and subsequently amended on or around October 25, 2007 and August 6, 2012 for the operation of tomato wastewater facilities on the Property; and

**WHEREAS**, the parties desire to amend the existing Lease Agreement for the Property; and

**WHEREAS**, the use of the property as allowed under the Lease Amendment is consistent with the City's General Plan.

**NOW, THEREFORE, BE IT RESOLVED** that: The City Council of the City of Woodland authorizes the City Manager to enter into and if necessary make minor modifications, after consultation with the City Attorney, the Amended and Restated Agricultural Lease Agreement with Pacific Coast Producers for use the City owned properties referred to as the Sprayfield Property (APN 027-390-20, -22, -23) and 1376 Lemen Avenue (APN 063-050-10) pursuant to the terms set forth in the Amended and Restated Lease Agreement.

**PASSED AND ADOPTED** by the City Council this 16<sup>th</sup> day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Enrique Fernandez, Mayor

**ATTEST:**

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Ana B. Gonzalez, City Clerk

## AMENDED AND RESTATED AGRICULTURAL LEASE AGREEMENT FOR THE OPERATION OF TOMATO WASTEWATER FACILITIES

This Amended and Restated Agricultural Lease Agreement for the Operation of Tomato Wastewater Facilities (“**Agreement**”) is made as of January \_\_\_\_\_, 2018, by and between the CITY OF WOODLAND, a California municipal corporation (“**City**”), and PACIFIC COAST PRODUCERS, a California corporation (“**PCP**”), each of whom shall be referred to herein as a “**party**” and together as the “**parties.**” This Agreement amends, supersedes, restates, and replaces in its entirety that certain Amended and Restated Agreement for Operation of Tomato Wastewater Facilities entered into by the parties on or around October 25, 2007, and as subsequently amended on or around August 6, 2012.

### AGREEMENT

1. Purpose. The purpose of this Agreement is to amend, restate, and replace in its entirety that certain “Amended and Restated Agreement for Operation of Tomato Wastewater Facilities” entered into by the parties as of October 25, 2007, and subsequently amended by the parties on August 6, 2012. The 2007 agreement replaced and superseded a previous agreement entered into by the parties dated July 1, 2001, as amended by the parties in March 2007. The parties desire to continue with PCP’s existing system to dispose of tomato wastewater and tomato solid byproduct generated by PCP’s tomato processing plant on City property.

PCP owns certain real property located at 1376 Lemen Avenue, with Yolo County Assessor’s Parcel Number 063-060-007 (“**Plant Property**”). PCP owns its tomato processing plant, which is located on the Plant Property. A map and legal description of the Plant Property is attached hereto as **Exhibit A** and incorporated herein by reference.

City is the fee owner of an approximate 0.7 acres of certain real property, also located at 1376 Lemen Avenue, with Yolo County Assessor’s Parcel Number 063-050-10 (“**City Property**”). City owns a pumping plant located on its property, which PCP currently uses for its tomato processing operations. City’s Property is also described and depicted in **Exhibit A**.

City is the fee owner of certain real property consisting of approximately 835 acres (“**Sprayfield Property**”), located generally south of East Main Street, north of County Road 25, east of County Road 102, and east of County Road 103, with Yolo County Assessor Parcel Numbers 027-390-20, -22, and -23, and as depicted on the Map of the Sprayfield Property, attached hereto as **Exhibit B**, and as more particularly described in the Legal Description of the Sprayfield Property, as attached hereto as **Exhibit C**, both of which are incorporated herein by reference. Together, the City Property and the Sprayfield Property comprise 835.7 acres and are referred to herein as the “**Property.**”

PCP currently leases the City Property and the Sprayfield Property from City for the purpose of disposing its tomato wastewater and tomato solid byproduct generated at the Plant Property.

PCP has made and continues to make significant capital improvements to its Plant Property and desires to renegotiate and extend its lease to provide it with assurances prior to completing such improvements.

2. Lease. City leases to PCP, and PCP hires from City, on the terms and conditions set forth in this Agreement, the Property.

3. Existing Improvements. City owns certain improvements on or under the Property (referred to as the “**Facilities**”), and PCP owns certain improvements on or under the Property (referred to as the “**Improvements**”), described as follows:

A. City Facilities. The City Facilities include the following: (i) pumping plant and land located at City Property; (ii) water well, pumping plant, and irrigation site; (iii) conduits between the tomato processing plant and the Sprayfield Property; (iv) roads and other easements necessary to access the Property and pumping plant (other than any roads that may be owned by the County of Yolo); and (v) other equipment, pipes, utilities, and special facilities deemed necessary to make the system operate in conformance with state discharge permits and the Plant Operation and Maintenance Manual dated July 1, 2009. City agrees and acknowledges that PCP has made the following repairs or improvements to City Facilities: relining of the conveyance pipeline, lining of the aeration pond, installation of sprinkler piping, installation of the pump station, and installation of pump controllers and Variable Frequency Drives in the electrical shack.

B. PCP’s Improvements. PCP’s existing improvements on the Property used to dispose of tomato wastewater generated by PCP’s tomato processing plant, include the tomato pumping plant and an equalization pond installed in August 2010 (“**Improvements**”).

C. PCP’s Additional Improvements. PCP agrees to make a total of Eight Million Dollars (\$8,000,000.00) of upgrades to its processing facility and/or City facilities within the first eight (8) years of the Initial Term, and no later than December 31, 2026, including capital expenditures made during PCP’s 2017 Fiscal Year, and including the new boiler at the Plant Property, defined below in Section 4.A. Within the first three (3) years of the Initial Term, and no later than December 31, 2021, PCP’s upgrades shall be valued at no less than Three Million Dollars (\$3,000,000.00). PCP’s upgrades to its processing facility include but are not limited to a new boiler and steam turbine.

4. Term and Termination.

A. Initial Term This Agreement shall supersede all prior agreements and amendments and shall begin upon the date the last party executes the Agreement (“**Commencement Date**”) and shall continue until July 1, 2036 (“**Initial Term**”).

B. Extension of Term. Provided that PCP is not in default (as defined in Section 25 below) beyond any applicable cure period, PCP shall have the right to extend the Term for one ten (10)-year period (the “**Extension Option**”). PCP shall notify City in writing of its intent to exercise the Extension Option at least twenty-four (24) months before the expiration

of the Initial Term. PCP and City agree to negotiate the terms of the Extension Option, including Rent, beginning twenty-four (24) months prior to the expiration of the Initial Term. The Initial Term, including the Extension Option, are collectively defined as the “**Term**.”

C. Early Termination. If either party desires to terminate this Agreement, for any reason, such party shall give the other party at least three (3) years notice in writing, and the parties shall then negotiate a termination schedule. If the City desires to use the Property for an alternative use, both parties agree to negotiate in good faith to locate an alternative site for PCP’s tomato processing and wastewater disposal, or alternatively, and only if the option is technically feasible for the City, for the parties to agree to permit PCP to deliver its wastewater discharge and byproducts to the City’s Municipal Water Treatment Facility.

D. Termination for Cause. This Agreement may be terminated upon PCP’s default (as defined in Section 25 below) (termination with cause), in which case the City shall provide written notice and an opportunity to cure to PCP. If PCP fails to cure the default within thirty (30) days, City may terminate this Agreement either in whole or in part. If this Agreement is terminated prior to the end of the term, PCP shall only be responsible for paying a pro-rata share of rent due to City, and PCP shall remove all Facilities and return the Property to the same condition as specified in Section 13.

5. Rent.

A. Rent Amount. PCP shall pay to City the sum of Four Hundred Dollars (\$400.00) per acre, per year for rental of the Property. The cash rental payment shall be billed by the City on approximately December 1 of each year for the following year. The cash rental payment shall be due and payable from PCP to City on or before January 15 of each year. The annual cash rental payment shall be reviewed and adjusted by the parties every two (2) years from and after December 1, 2019. The adjustment shall be equal to the change in the consumer price index for the prior two year time period. The applicable consumer price index shall be the consumer price index published by the U.S. Department of Labor Statistics for the category of all Urban Consumers, U.S. Average, as of the month of September immediately preceding the date of adjustments.

B. Late Charge. PCP acknowledges that late payment by PCP to City of Rent will cause City to incur costs not contemplated by this Agreement. If any installment of rent due from PCP is not received by City within five (5) days after it becomes due, PCP shall pay to City an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of late payment by PCP. Acceptance of any late charge shall not constitute a waiver of PCP’s default with respect to the overdue amount or prevent City from exercising any of its other rights and remedies available to City.

C. Interest on Unpaid Rent. Rent or other charges under this Agreement not paid within five (5) days of the date due shall, in addition to any late charges under Section 5.B. above, bear interest at the lesser of the maximum legal rate of ten percent (10%) per annum from the date due until paid.

D. Holdover. PCP may not hold over after the expiration or earlier termination of the term without the express prior written consent of City. Acceptance of rent by City is not evidence of City's consent to holdover and will not result in a renewal. If PCP fails to surrender the Property upon the expiration of this Agreement, PCP shall indemnify, protect, defend (by counsel reasonably satisfactory to the City Attorney), and hold City harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Agreement.

E. Place of Payment of Rent. Rent and all other sums that shall become due under this Agreement, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail to the following address:

City of Woodland  
Finance Department  
300 First Street  
Woodland, CA 95695

or at such other place as City may designate from time to time in writing. Mailed payments must be received (not postmarked) by City by the date due.

6. Crop Proceeds. The parties understand and agree that the current alfalfa crop does not yield profits to PCP and that PCP does not pay, and has not been paying, crop proceeds to City. However, PCP agrees to (a) provide the City with an annual summary of its expenditures and revenue for the crop operation, (b) consult with City prior to planting a significantly different crop than the current forage crops, and (c) to negotiate an amendment to this Agreement if PCP and the City anticipate that PCP's net crop proceeds would exceed PCP's actual or accrued costs under this Agreement.

7. Use of Property. PCP agrees to the following obligations and conditions regarding its use of the Property.

A. Management. PCP agrees to manage and be responsible for using the Facilities to achieve two primary goals: (1) to ensure proper disposal of all of PCP's tomato wastewater; and (2) to ensure that City incurs no cost from PCP's use of the Facilities to dispose of PCP's tomato wastewater. Accordingly, PCP shall accept upon the Property all tomato operations upon the Property as approved by the California Regional Water Quality Control Board. PCP shall not dispose of solid waste of any other kind at the facility, except as permitted by the Regional Water Quality Control Board and City. Discharge of tomato wastewater shall not exceed the maximum standards established for tomato wastewater generated by PCP's tomato processing plant at 1376 Lemen Avenue, Woodland, California, in the current Waste Discharge Requirements (WDR) adopted by the State for the Facilities, without City consent, which shall not be unreasonably withheld.

B. Reporting Obligations.

i. PCP shall submit all required reports to the Central Valley Regional Water Quality Control Board (“**Regional Board**”), which regulates water quality, water flow, permit parameters, and a summary of changes at the plant that could affect treatment operations and wastewater. Upon submittal of any required report to the Regional Board, PCP shall submit a copy of the same report to the City.

ii. PCP shall also submit the annual report made to the Regional Board to the City as specified in **Exhibit E**, attached hereto and incorporated herein, together with a cover letter that includes a summary of the crop operations, and noting any significant events for the year.

C. Use and Maintenance of Equipment. PCP shall provide any and all labor, machinery, equipment, and maintenance, at its sole cost and expense, used in PCP’s operations on the Property. PCP shall be solely responsible for operation, maintenance, repair, and replacement of all equipment at all pump stations that are part of the Facilities, the transmission mains, and all other equipment that transports or distributes the tomato wastewater to or upon the Property, including the tailwater system, including the tailwater ponds, drain ditches, culverts, tail water cells, irrigation well and pump, fences, and roads. City shall not be liable or responsible for providing any equipment, materials, labor, or supplies used by PCP in its farming operations upon the Property. It is expressly understood that PCP may enter into any and all agreements with agents necessary to conduct the farming operations on the Property; provided, however, any such agreements with such agents shall contain provisions consistent with this Agreement that relieve City of any liability in connection therewith as well as require compliance with all applicable governmental regulations.

D. Compliance with Operations and Maintenance Plan. PCP shall operate the Facilities in accordance with good and standard industry practice and in accordance with the Revised Operations and Maintenance Plan prepared by PCP’s consultant, Brown & Caldwell, and dated as of July 1, 2017. Should the Plan be updated or amended in the future, PCP shall comply with all provisions of such updated or amended plan.

E. Compliance with Grant Funds. PCP shall comply with all conditions on grants of funds for the Facilities and pay the cost thereof. Conditions on grants of funds for the Facilities is covered by 40 CFR Ch. 1, Section 31.31, incorporated herein by reference, and the specific grant conditions are set forth in **Exhibit J**, attached hereto and incorporated herein.

F. Permit to Operate. PCP shall maintain, renew as required, and comply with, the terms and conditions of the Permit to Operate issued by the Yolo-Solano Air Quality Management District (“**YSAQMD**”).

G. Other Governmental Agencies. PCP shall comply with the requirements and conditions of all governmental agencies including, but not limited to, the requirements as set forth in the “**Waste Discharge Requirements**” of the Regional Water Quality Control Board, Central Valley Region, and the requirements of the YSAQMD, both as amended from time to time.

H. No Alterations. PCP agrees not to make any significant changes to its tomato processing plant that adversely affect the design or function of the Facilities without prior approval of City. The parties expressly understand that such design is based on wastewater analyses set forth in the Design Criteria specified in **Exhibit D**, attached hereto and incorporated herein.

I. Irrigation of Property. Upon prior written request by the City and only upon approval by the Regional Water Quality Control Board, PCP shall use the City's treated domestic effluent or other such water from such source(s) as City may direct to supply the irrigation needs for farming the Property. However, tomato wastewater generated by PCP shall always have priority, and the use of City treated domestic effluent may not cause a violation of the State issued Waste Discharge Requirements. Any costs, reports, expenses, or other charges in seeking approval, and any additional costs incurred in compliance, including testing, monitoring, and reporting, of the Regional Board, shall be borne by the City.

J. Use Solely for Tomato Wastewater Disposal. PCP shall use the Facilities solely for transport, treatment, and disposal of tomato wastewater and shall be prohibited from using any City sewer facilities, including its storm sewer facilities, for disposal of tomato wastewater.

K. Annual Perimeter Fencing. PCP shall provide annual perimeter fencing upkeep, posting, and control to prohibit hunting and trespassing of any kind, weed abatement for roads, ditches, and ponds to a maximum height of six inches, and erosion repairs on roads, ditches, and levees throughout the Property.

L. Accommodate Neighboring Landowners. PCP shall act in good faith to accommodate the legitimate interests of neighboring landowners and follow the City's direction regarding such landowners and shall abide by existing agreements, easements, and other restrictions that affect the Property.

M. Emergency Work. PCP shall maintain and pay for all of the operation and maintenance of, and emergency work on, the eighteen (18) inch force main running from PCP's tomato processing plant to the Sprayfield Property. However, at PCP's sole cost and expense, City may perform such emergency work, or cause the same to be timely performed, when given reasonable notice by PCP to do so.

N. Access to Property. PCP shall obtain and, as necessary, improve and maintain access to the Property other than off of County Road 102. Should PCP be unable to maintain such right-of-way, City agrees to consider acquiring access, including by the exercise of its right of eminent domain, to acquire the necessary easement; however, if PCP concurs in City's acquisition, PCP will pay all costs, including appraisers, attorneys' fees, and court costs incurred by the City in providing such assistance.

O. Odor Mitigation. PCP shall take all steps necessary to mitigate odors from the Property upon receipt of complaints from any governmental entity having jurisdiction thereof

or upon request of the City. PCP agrees to properly maintain and monitor its eNose and to use data received from the PCP eNose when formulating mitigation options. PCP shall provide a copy of any odor report it prepares to City.

P. Notification of Spills. PCP shall provide timely notification of any significant tomato wastewater spills within the tomato processing plant and all spills outside of the plant to the City and all appropriate agencies, including the California Regional Water Quality Control Board.

Q. Repair Plan. PCP shall keep all pipelines, irrigation equipment, electrical equipment and any other items necessary for the operation of the Sprayfield in good repair and shall provide the City access, upon reasonable notice, to review PCP's maintenance and repair records.

8. Expenses. The parties understand and agree that PCP pays for its own utilities and has also paid for improvements to City's Facilities. However, City may receive a bill for services PCP uses. Upon presentment of a valid bill by either City or the purveyor of a service or a governmental agency, PCP shall pay:

A. For any electrical power, natural gas, telephone services, and any other utility services used by or on behalf of PCP in or upon the Property.

B. For any electrical power, natural gas, and any other utility services charges that City incurs at any pump station that is part of the Facilities to process PCP's tomato wastewater or which City incurs to transport tomato wastewater from PCP's tomato processing plant to the Property.

C. For expenses involving City's operations conducted for the benefit of PCP, including the salaries and costs of City employees engaged in managing, constructing, maintaining, operating, testing, or evaluating the Facilities.

D. For charges, taxes, assessments, bonds, and all other levies associated with the Property.

E. For expenses incurred to improve, maintain, and/or repair the Facilities.

F. For the cost of complying with any lawful orders, conditions, or demands of any governmental agency having jurisdiction over the transport of tomato wastewater or the treatment or disposal of tomato wastewater including but not limited to any fines, penalties, forfeitures, or other exactions imposed due to the operation.

G. For costs incurred by City to perform emergency work on the Property or the utilities or Facilities.

A detailed itemized list of all expenses incurred by PCP shall be presented to City on or before April 1 of each year for the prior calendar year's operation. The report shall conform to requirements set forth in **Exhibit E**, attached hereto and incorporated herein.

9. Replacement of Equipment. Both parties agree that PCP has routinely replaced and repaired improvements. PCP agrees to continue to replace and repair Facilities and Improvements on the Property. **Exhibit F**, attached hereto and incorporated herein, contains a list of capital expenditures PCP has made, together with values and life expectancy. PCP agrees to maintain and replace the equipment specified in Exhibit F in order to maintain the Property in the condition that it is in at the execution of this Lease, less reasonable wear and tear.

10. Lease Subject to Existing Rights of Others. This Agreement is subject to all existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes, whether recorded or not, and the rights of other lessees under any existing or future oil, gas, and mineral lease or leases affecting all or a portion of the Property, whether recorded or not.

11. Abandonment. PCP shall not vacate or abandon the Property at any time during the Term. If PCP does abandon, vacate, or surrender the Property, or if PCP is dispossessed by process of law or otherwise, personal property belonging to PCP and left on the Property shall be kept for a reasonable time by City, but in no event longer than thirty (30) days after City gives PCP notice to remove the property from the Property, after which time, if it has not been reclaimed by PCP, it may be treated by City as abandoned.

12. Entry by City. PCP shall permit City and City's agents and assigns, at all reasonable times, to enter the Property, and to use the roads established on the Property now or in the future, for the purposes of testing, evaluation, inspection, compliance with the terms of this Agreement, exercise of all rights under this Agreement, posting notices, and all other lawful purposes. PCP shall supply City, and City's agents and assigns, with keys and other instruments necessary to effect entry on the Property. PCP shall make and keep pertinent records and files of all operations and conduct under this Agreement and shall make them available to City and City's agents and assigns, at all reasonable times for inspection.

13. Condition of Property. By entering into this Agreement, PCP accepts the Property in its present condition. PCP agrees, on the last day of the term or on sooner termination of this Agreement, to surrender the Property to City in a condition that could be used for a professional farming operation, reasonable use, wear and damage by fire, act of God or the elements excepted. The City shall take possession of all fixed equipment and structures that are in a safe and usable condition. PCP shall remove all other equipment and structures the City determines are unsafe or unusable.

14. Waste. PCP shall not commit, or permit others to commit, on the Property waste, or a nuisance, or any other act that could disturb the quiet enjoyment of City or any other tenant on adjacent property. PCP will pick up and dispose of minor litter and debris found on the Property on a periodic basis.

15. Reserved Right. PCP agrees that the City may, at its sole option, choose to use a portion or all of the tomato wastewater for any lawful purposes of the City. If the City desires to utilize the tomato wastewater, the City shall provide One Hundred Eighty (180) days notice to PCP of its intent to use the wastewater. The City shall be obligated to take control of the wastewater at some point in the current disposal system, at its own cost and expense, and to treat and use the water at its own cost and expense. If and for such time as City takes control of and uses a portion or all of the tomato wastewater, then the applicable portion of PCP's obligations under Section 8 shall be suspended.

16. Hazardous Materials. PCP shall at all times and in all respects comply with all federal, state, and local laws, ordinances, and regulations relating to environmental protection or the use, manufacture, storage, disposal, or transportation of any oil or other petroleum product, flammable explosives, fertilizers, asbestos, or other hazardous, toxic, contaminated, or polluting materials, substances, or wastes ("**Hazardous Materials**"). PCP agrees, at its expense, to remove from the Property any and all Hazardous Materials that PCP, its agents, contractors, or employees deposit on the Property. PCP agrees to indemnify, defend (with counsel reasonably satisfactory to the City Attorney), and protect the City and to hold the City harmless from all claims for damages arising out of the use by PCP, its agents, contractors, or employees on or near the Property of any and all Hazardous Materials.

17. Taxes. For the purposes of this Agreement, "**Taxes**" shall mean possessory interest taxes and personal property taxes. During the Agreement Term, PCP shall be responsible for paying all Taxes associated with the Property. PCP acknowledges that the Agreement creates a possessory property interest in the Property under Revenue & Taxation Code Section 107.6 and that PCP will be responsible for paying any applicable possessory interest taxes levied by any taxing authority. PCP is responsible for submitting the appropriate paperwork to Yolo County to secure any application exemption.

18. Oil, Gas, and Mineral Rights. All rights in all minerals, oil, gas, and other hydrocarbons located on or under the Property are reserved to City and are excepted from the Property. PCP expressly grants to City, and to any and all lessees of these oil, gas, and mineral rights, and to City's agents and licensees, a right of entry and a right-of-way for ingress and egress in and to, over, and on the Property during the term of this Agreement for the exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the Property; provided that City shall reimburse PCP for any damages that PCP sustains as a result of any interference with the agricultural operations conducted on the Property under the terms of this Agreement arising from exploration, drilling, or mining operations.

19. Alterations. PCP, including PCP's subtenants, shall not make, or permit to be made, alterations to the Property, without first obtaining City's written consent. Additions to, or alterations of, the Property, except for PCP's improvements and trade fixtures, shall become a part of the Property, at the time of attachment and belong to City. PCP shall keep the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by PCP.

20. Compliance with Law. PCP shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Property, and shall faithfully observe in PCP's use of the Property all laws, rules, and regulations of these authorities, in force either now or in the future. The judgment of a court of competent jurisdiction, or PCP's admission in an action or a proceeding, whether City be a party to it or not, that PCP has violated any law, rule, or regulation in PCP's use of the Property shall be considered conclusive evidence of that fact as between PCP and City. If PCP fails to comply with any such law, regulation, or rule, City reserves the right to take necessary remedial measures at PCP's expense, for which PCP agrees to reimburse City on demand.

21. Indemnification. PCP shall indemnify, defend (with counsel reasonably satisfactory to the City Attorney), and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against all claims, demands, losses, damages, liability, costs, and expenses of whatsoever nature, including court costs, court expenses, and attorneys' fees, occurring or resulting to any firm, person, or corporation arising out of the performance of this Agreement or resulting from or in connection with PCP's use or occupancy of the Facilities.

22. Insurance. Prior to the Commencement Date, and for the duration of the Term, PCP shall procure and maintain at its sole cost and expense, the following insurance against liabilities arising out of PCP's activities on the Property:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. General Liability Insurance: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Automobile Liability Insurance: Insurance Services Office form number CA 0001 covering Automobile Liability, code 1, any auto.

3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance, for any of PCP's employees who will engage in activities on the Premises.

4. Environmental Impairment Liability Insurance to protect the City against any form of pollution that may result from PCP's and/or its predecessor's use of, or operation on, City facilities. This duty and obligation of PCP to remedy any environmental impairment is not transferable without the specific prior written consent of the City and will remain in full force and effect until the Property is returned to City in a condition consistent with this Agreement.

B. Minimum Limits of Insurance: Limits of coverage shall be no less than:

1. Auto and General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$2,000,000 general aggregate.

2. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$3,000,000 per accident.

3. Environmental Impairment Liability coverage in an amount of at least \$5,000,000.

C. Other Insurance Provisions: Policies are to contain, or be endorsed to contain, the following provisions:

1. Auto and General Liability Coverage:

a. The City, its officials, employees, and volunteers are to be covered as additional insureds, and the coverage shall contain no special limitations on the scope of the protection afforded to the City, its officials, employees, or volunteers. PCP shall also include any of its subcontractors who will work on the Property as additional insureds under its policies. Coverage for subcontractors shall be subject to all of the requirements stated in this Agreement.

b. The insurance coverage required herein shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of the insurance required herein and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

d. Coverage shall state that the insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages Except Environmental Impairment Liability: Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. PCP agrees that if PCP does not keep the insurance in force, City may obtain the necessary insurance at PCP's expense. The repayment of the premium shall be due and payable by PCP within 10 days of City's written demand.

3. The Environmental Impairment Liability coverage cannot be cancelled without prior written permission of City.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

E. Verification of Coverage: Prior to the Commencement Date of the Lease, Tenant shall furnish the City with certificates of insurance and with original endorsements affecting the coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to City.

G. Extended Environmental Impairment Liability Coverage. PCP also agrees to provide extended Environmental Impairment Liability Insurance that is equal to or greater than the coverage required during the Term of this Agreement for a minimum period of two (2) years following expiration or Termination of this Agreement. In lieu of providing extended Environmental Impairment Liability Insurance, PCP may instead choose, at its sole cost and expense, to have an environmental review of the Property performed by a qualified environmental engineering firm prior to the termination or expiration of the Agreement. The parties will mutually agree on the engineering firm and the scope of work. Should PCP choose not to provide extended Environmental Impairment Liability Insurance following expiration or termination of this Agreement, PCP agrees to reimburse the City within thirty (30) days of being provided with an invoice for City's hiring of an engineering firm to conduct an environmental review of the Property. If the firm finds a significant deficiency that would require remediation or repairs, PCP will reimburse the City within thirty (30) days of being provided with an invoice for the remediation work.

H. Subcontractors. PCP shall include all PCP subcontractors for the Property as additional insureds under its policies. Coverage for subcontractors shall be subject to all of the requirements stated herein.

23. Condemnation. If the Property shall be taken or condemned in whole or in substantial part for public purposes, this Agreement shall, at the option of either party, forthwith cease and terminate, and PCP shall have no claim against City for the value of any unexpired term of this Agreement or otherwise, except for moving expenses, if any, designated for PCP. PCP shall have the right to pursue a separate claim against the condemning authority for PCP's personal property and fixtures, unexpired or market value of the Agreement, moving expense, and loss of business.

24. No City Liability for Damages. Except in the case of the City's negligence or willful misconduct, PCP agrees to indemnify, protect, defend (with counsel reasonably satisfactory to the City Attorney), its agents, employees, and elected and appointed officials, harmless from all liability and claims for damages arising directly or indirectly from any injury caused to any person, including PCP or any of its employees, subcontractors, or subtenants, or to property of any kind belong to anyone, including PCP or PCP's employees, while in, upon or in any way connected to the Property, including the flooding of roads or neighboring lands because of improper or inadequate drainage or escaping irrigation waters during the term of any extension of this Agreement, or any occupancy under this Agreement.

25. Events of Default. The occurrence of any one or more of the following events shall constitute a default by PCP:

- A. The abandonment of the Property by PCP.
- B. The failure by PCP to make any payment of Rent or additional rent or any other payment required to be made by PCP hereunder, as and when due.
- C. The failure by PCP or subtenant to observe or perform any of the express or implied covenants or provisions of this Agreement to be observed or performed by PCP.
- D. Any of the following: (1) The making by PCP of any general assignment for the benefit of creditors; (2) the filing by or against PCP of a petition to have PCP adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against PCP, the same is dismissed within 30 days); (3) the appointment of a trustee or receiver to take possession of substantially all of PCP's assets located at the Property or of PCP's interest in this Agreement, where possession is not restored to PCP within thirty (30) days; or (4) the attachment, execution, or other judicial seizure of substantially all of PCP's assets located at the Property or of PCP's interest in this Agreement where such seizure is not discharged within thirty (30) days.

26. Penalties. City reserves the right to impose certain penalties on PCP for its failure to perform in compliance with applicable law and/or regulatory approvals. The penalties are set forth in **Exhibit I**, attached hereto and incorporated herein. City's imposition of a penalty or penalties shall not constitute a default under Section 25. Any penalty imposed by City, and as set forth in Exhibit I, shall be due and payable within thirty (30) days by PCP upon receipt of written notice and documentation from the City of PCP's failure to perform any one or more of the listed performance areas.

27. Remedies of City on Default. If a material default is made by PCP in the performance of any of the terms, covenants, or conditions required by this Agreement, this Agreement as to all of PCP's rights shall cease and terminate, and City shall then have the right to reenter and take possession of the Facilities and eject all persons from the Property without liability therefore. However, before the City may exercise any of the rights or remedies granted to it by reason of the default, City shall first give PCP thirty (30) days written notice of said claim of default or breach of this Agreement, which notice will be transmitted via U.S. certified or registered mail, with return receipt requested and postage prepaid, addressed in compliance with Section \_\_. PCP shall thereafter have thirty (30) days after the date of receipt of such notice in which to cure, or to show, to the complete satisfaction of the City, that PCP has commenced a cure process if the cure cannot be completed within thirty (30) days.

28. General Provisions.

A. Assignment. PCP shall not assign or transfer this Agreement or any portion thereof without first obtaining City's prior written consent. Any attempt to assign this Agreement without City's prior written consent shall be void and without any force or effect.

B. Applicable Law. The laws of the State of California, excepting those provisions dealing with choice of law, shall govern the interpretation and enforcement of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

C. Notices. All notices that are given pursuant to this Agreement shall be in writing. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Notices delivered by the United States Express Mail, Federal Express, Airborne Express or another overnight courier that provides next business day delivery (the "**Express Courier**") shall be deemed given on the next business day after deposit of the same with the Express Courier. If any notice is transmitted by facsimile (fax) or electronic transmission or similar means, the same shall be deemed received or delivered upon the transmission thereof if transmitted on a given business day no later than 5:00 PM. If notice is given or received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 P.M., it shall be deemed given or received on the next business day. For purposes of notice, the addresses of the parties are as follows, which may be changed by five (5) days prior written notice:

City: City of Woodland  
300 First Street  
Woodland, CA 95695  
Attn: City Manager  
Telephone: (530) 661-5800  
Facsimile: (530) 681-5813  
Email: Paul.navazio@cityofwoodland.org

With a copy to: Best Best & Krieger LLP  
500 Capitol Mall, Suite 1700  
Sacramento, CA 95814  
Attn: Kara K. Ueda  
Telephone: (916) 325-4000  
Facsimile: (916) 325-4010  
E-mail: Kara.Ueda@BBKlaw.com

PCP: Pacific Coast Producers  
631 North Cluff Avenue  
Lodi, CA 95241  
Attn: Chief Executive Officer  
Telephone:  
Facsimile:  
Email:

With a copy to: Pacific Coast Producers  
631 North Cluff Avenue  
Lodi, CA 95241  
Attn: General Counsel  
Telephone:  
Facsimile:  
Email:

D. Modifications; Amendments. Any waiver, alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

E. Headings. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way defines limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

F. Attorneys' Fees. If an action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

G. Entire Agreement, Waivers and Amendments. This Agreement, including all attachments hereto, contains the entire agreement between the parties with regard to the Property and supersedes all prior written and/or oral representations and/or agreements, including, but not limited to, any letter of intent between the parties. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement and any and all Exhibits and Attachments hereto, together with all documents and agreements referenced herein, constitute the entire understanding and agreement of the parties with respect to the Property. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

H. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference. To minimize confusion, the exhibits attached hereto have the same letters as those set forth in the most recent agreement between the parties concerning PCP's lease of the Property.

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I. Counterparts. This Agreement may be signed by the parties in different counterparts, and the signature pages combined shall create a document binding on all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth next to their signatures.

CITY OF WOODLAND

PACIFIC COAST PRODUCERS

By: \_\_\_\_\_  
Paul Navazio, City Manager

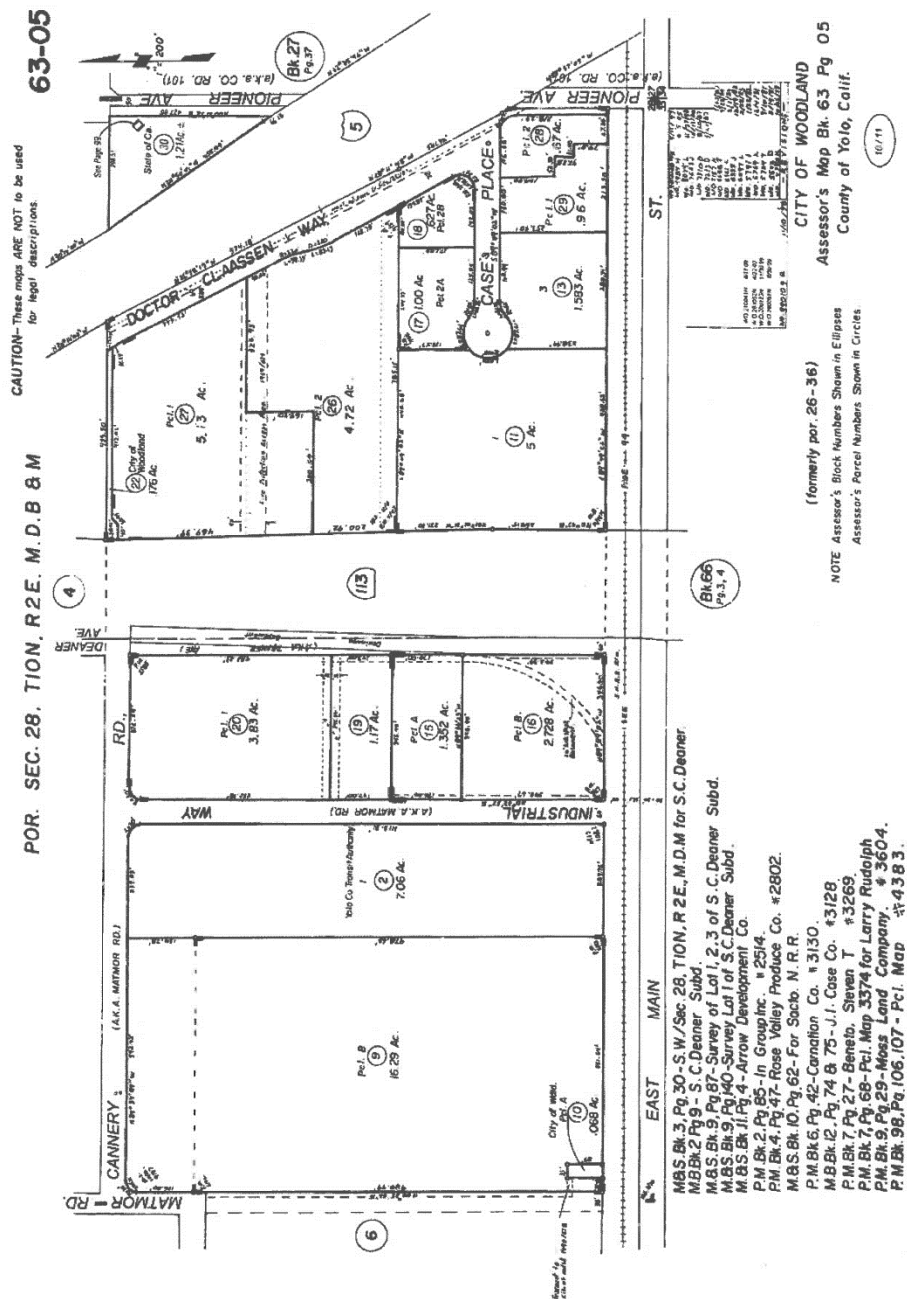
By: \_\_\_\_\_  
Dan Vincent, Chief Executive Officer

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

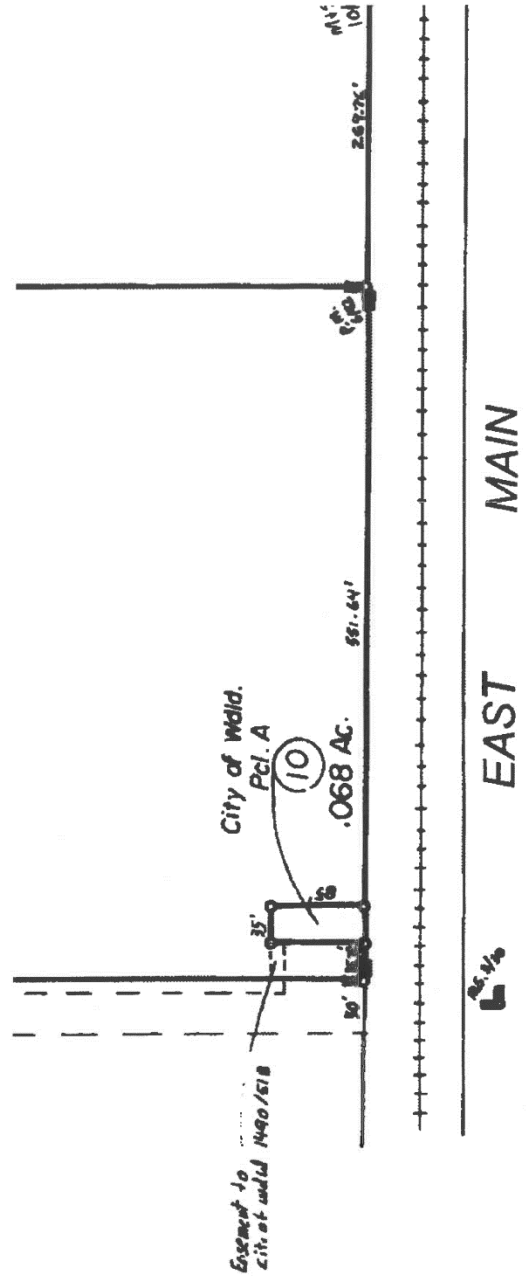
# EXHIBIT A

## Map and Legal Description of Plant Property and City Property



**A-1**

Exhibit A



M&S. Bk. 3, Pg. 30 - S.W./Sec. 28, TION, R 2 E., M.D.M  
M.B. Bk. 2 Pg 9 - S. C. Deaner Subd.  
M. & S. Bk. 9, Pg. 87 - Survey of Lot 1, 2, 3 of S. C. Deane  
M. & S. Bk. 9. Pa 140 - Survey Lot 1 of S. C. Deaner Subd.

A-2

Exhibit A

Exhibit A  
Page 3 of 3

All that portion of the Southeast  $\frac{1}{4}$  of Section 28, Township 10 North, Range 2 East atom, C, B & M. Yolo County, California described as follows:

BEGINNING at a point that is situate S  $89^{\circ} 49' 02''$  E., 35.78 feet from the Southwesterly corner of the property as shown on that certain Record of Survey filed in Book 10 of Maps & Surveys at Page 62, Yolo County Records (Reference Book 805 Official Records Page 496), thence from said Point of Beginning, said point being on the South Line of said property, N  $00^{\circ} 10' 58''$  E., 85.00 ft; thence S  $89^{\circ} 49' 02''$  E, 35.00 feet; thence S.  $00^{\circ} 10' 58''$  W., 85.00 feet to a point on the said South Line of the property, thence, along said South Line of the property, N.,  $89^{\circ} 49' 02''$  W., 35.00 feet to the Point of Beginning and containing 0.068 Acres of Land

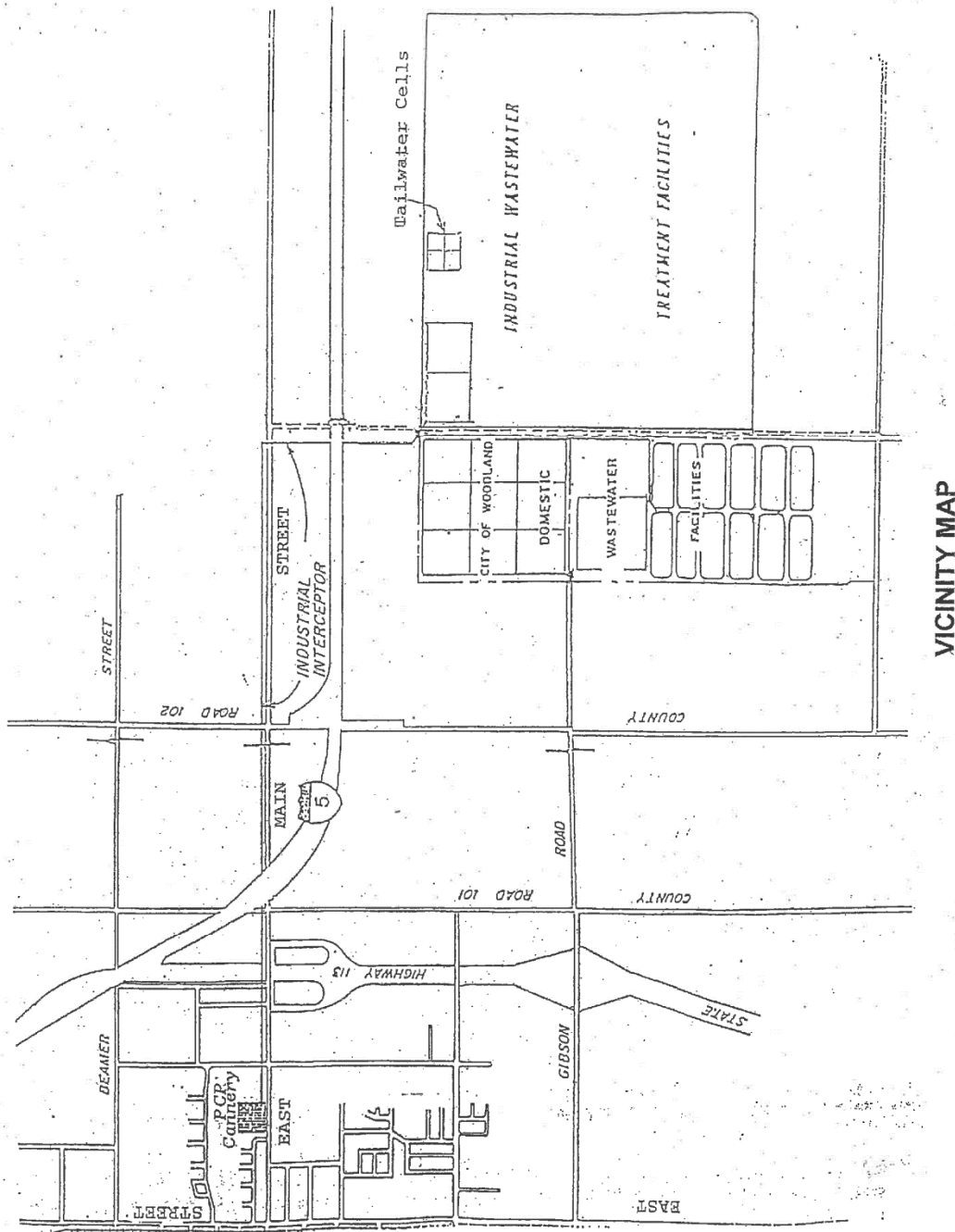
AN EXPRESS CONDITION SUBSEQUENT, Grantee covenants and agrees that the above described property will only be used as pump station for the Grantee's Industrial Wastewater Treatment Facility. If the Grantee, its successors or assignee, shall ever violate the aforesaid condition or if it ceases to use the property for said purpose, the premises shall immediately revert to and become the property of Grantor. In such event, Grantee shall re-convey title as Grantor by Quitclaim Deed. Said condition shall be considered a covenant running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, their heirs, successors, legal representatives and assigns.

**A-3**

Exhibit A

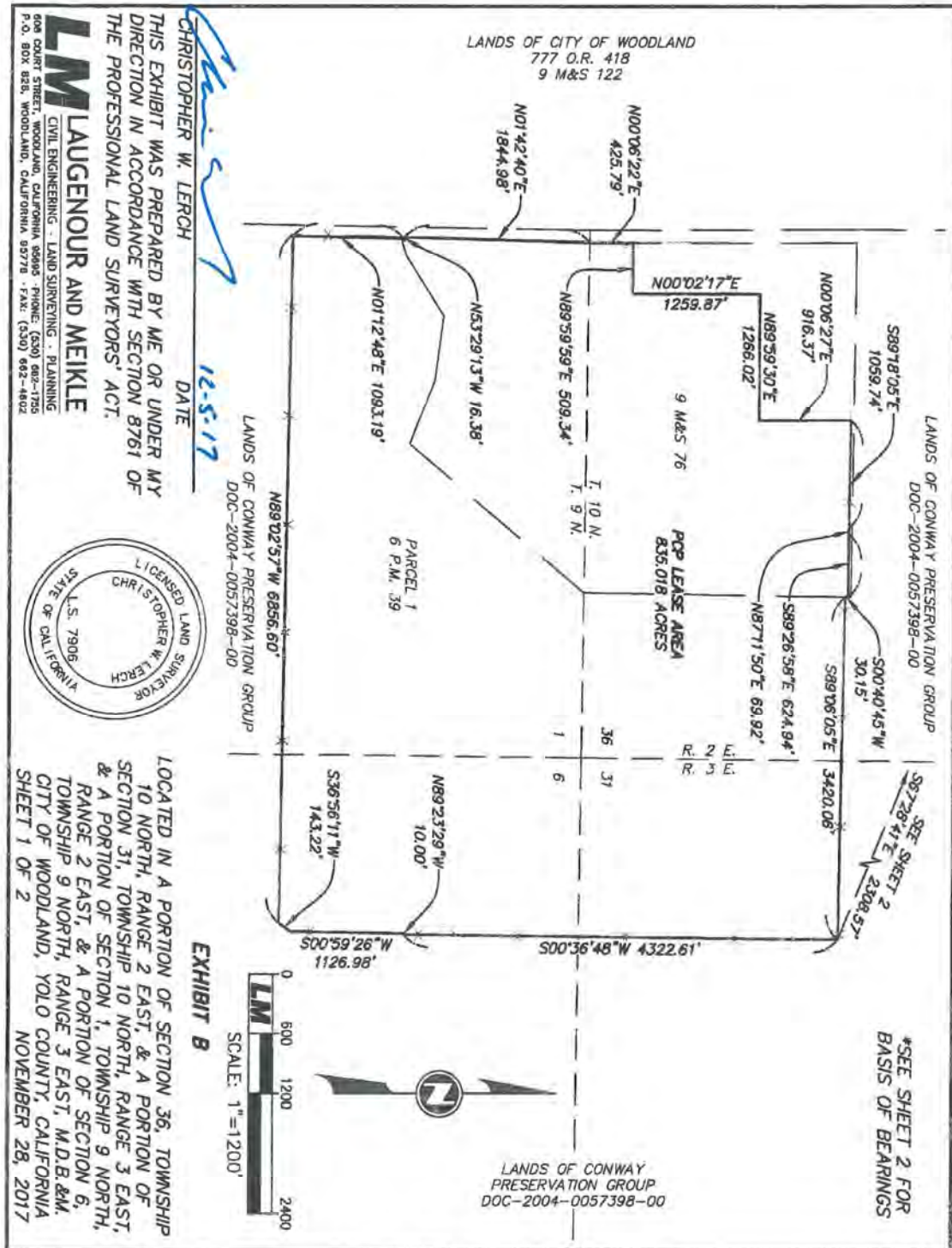
## EXHIBIT B

### Map of Sprayfield Property



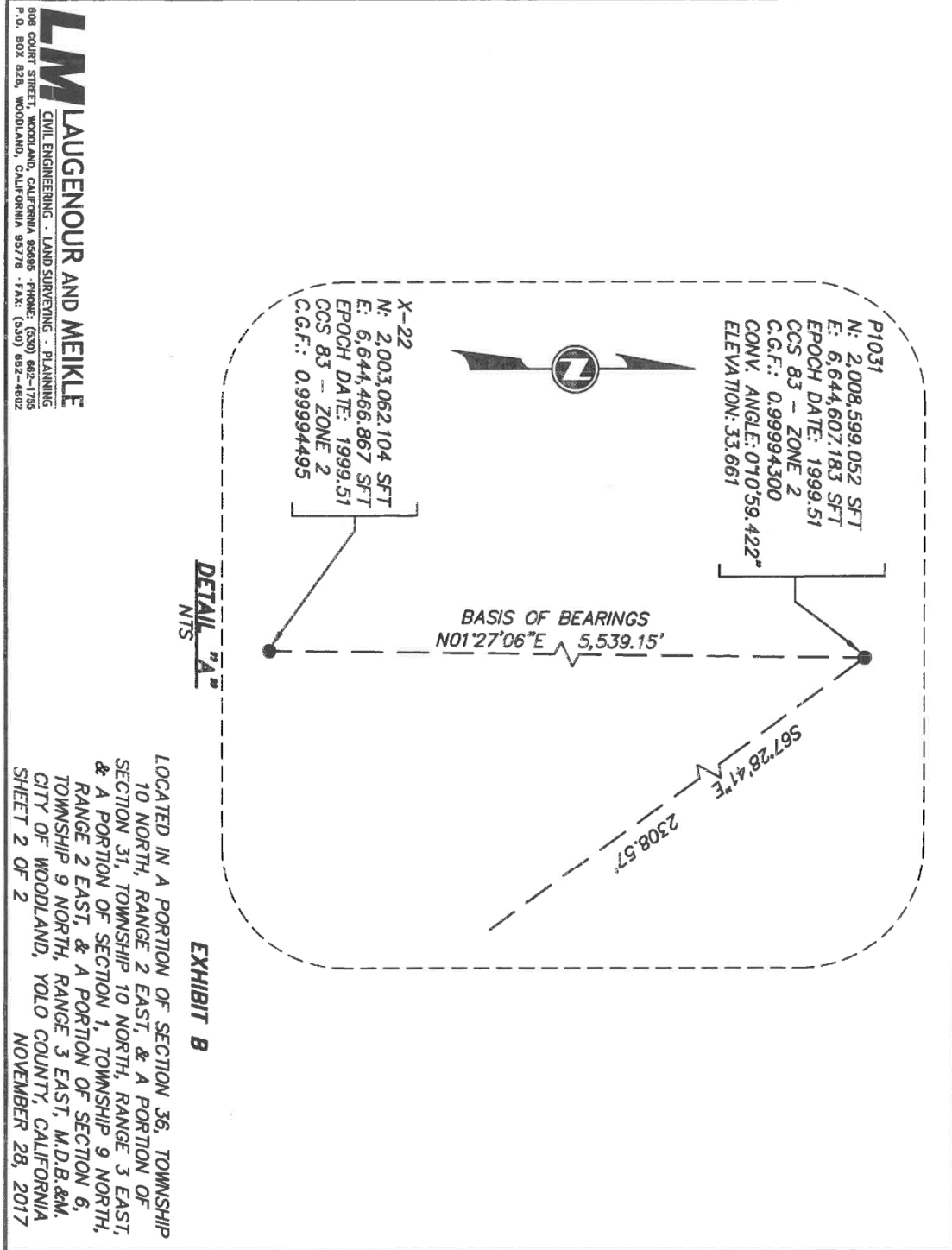
B-1

Exhibit B



B-2

Exhibit B



B-3

Exhibit B

**EXHIBIT C****Legal Description of Sprayfield Property**449-140  
12/05/2017**LAND DESCRIPTION**

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 36, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, and also being a portion of Section 31, Township 10 North, Range 3 East, Mount Diablo Base and Meridian, and also being a portion of Section 1, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and also being a portion of Section 6, Township 9 North, Range 3 East, Mount Diablo Base and Meridian, and also being a portion of Parcel 1 as shown in Book 6 of Parcel Maps at Page 39, said County Records, and also being a portion of that 320.0-acre Parcel of land as shown in Book 9 of Maps and Surveys at Page 76, said County Records, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel 1, said point being distant the following two (2) courses and distances from City of Woodland Geodetic Point "X-22", as shown in Book 2002 of Maps at Pages 88-94 said County Records: 1) North 01°27'06" East 5,539.15 feet to City of Woodland Geodetic Point "P 1031"; and 2) South 67°28'41" East 2,308.57 feet; thence, from said POINT OF BEGINNING and along the East line of said Parcel 1, the following four (4) courses and distances: 1) South 00°36'48" West 4,322.61 feet; 2) North 89°23'29" West 10.00 feet; 3) South 00°59'26" West 1,126.98 feet; and 4) South 36°56'11" West 143.22 feet to the Southeast corner of said Parcel 1; thence, along the South line of said Parcel 1, North 89°02'57" West 6,856.60 feet to the Southwest corner of said Parcel 1; thence, along the West lines of said Parcel 1 and said 320.0-acre Parcel of land the following four (4) courses and distances: 1) North 01°12'48" East 1,093.19 feet; 2) North 53°29'13" West 16.38 feet; 3) North 01°42'40" East 1,844.98 feet; 4) North 00°06'22" East 425.79 feet to the Westerly projection of an existing fence line; thence, along said Westerly projection and said fence line thereof, North 89°59'59" East 509.34 feet; thence, continuing along said fence line and its Northerly projection thereof, North 00°02'17" East 1,259.87 feet to an existing fence line; thence, along said existing fence line and its Easterly projection thereof, North 89°59'30" East 1,266.02 feet; thence North 00°06'27" East 916.37 feet to an existing fence line; thence, along said existing fence line the following three (3) courses and distances: 1) South 89°18'05" East 1,059.74 feet; 2) North 87°11'50" East 69.92 feet; and 3) South



  
Christopher W. Lerch, L.S. 7906

12-5-17  
Date

Page 1 of 2

**C-1**

Exhibit C



449-140  
12/05/2017

89°26'58" East 624.94 feet to a point on the North line of said Parcel 1; thence, along said North line the following two (2) courses and distances: 1) South 00°40'45" West 30.15 feet; and 2) South 89°06'05" East 3,420.06 feet to the POINT OF BEGINNING.

Containing 835.018 acres of land, more or less.

The basis of bearings for this description is the grid bearing between City of Woodland Geodetic Point "P 1031" and "X-22"; said "P 1031" having coordinates of North (Y) 2,008,599.052 feet and East (X) 6,644,607.183 feet; said "X-22" having coordinates of North (Y) 2,003,062.104 feet and East (X) 6,644,466.867 feet; said grid bearing being North 01°27'06" East as determined from Book 2002 of Maps at Pages 88-94, said County Records.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.999943975.

End of description.

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

Page 2 of 2

C-2

Exhibit C

## EXHIBIT D

### Wastewater Criteria

#### Flows and Characteristics

|                                               |                               |
|-----------------------------------------------|-------------------------------|
| Wastewater Generation Months (canning season) | July 1 – October 21 each year |
| Wastewater Generating Days                    | 113                           |
| Total Flows per Season (million gallons)      | 270                           |
| Peak Daily Flow (mgd)                         | 5.0                           |
| Average Daily Flow (mgd)                      | 4.0                           |
| Average BOD <sub>5</sub> Application Rate     | 100 lbs/ac/day                |

#### Storage Tank Criteria

|                |                      |
|----------------|----------------------|
| Tank Operation | Clean after each use |
|----------------|----------------------|

## **EXHIBIT E**

### **Reporting Requirements**

PCP shall submit two written copies of the annual report for the Regional Board to the City of Woodland's Director of Public Works not later than April 1 of each year for the prior year. The report shall indicate the nature of the report, who prepared it, and the date it was prepared.

The report shall contain the following:

- A. Wastewater flow and characteristics
  1. Daily, monthly, and seasonal flows
  2. Results of all BODs, COD, pH, Suspended Solids, and Dissolved Oxygen tests including average values
  3. Results of any other constituent test
- B. Volumes and use periods of domestic treatment plant effluent, if used, and of well water used for irrigation or other process use.
- C. Groundwater Monitoring  
Quarterly COD, pH, Nitrate, and Conductivity monitoring reports as submitted to the RWQCB and required by Waste Discharge Requirements.
- D. Soil Monitoring

Annual soil sampling and testing shall be conducted according to the RWQCB permit, and copies of the soil sampling and monitoring report provided to the Regional Board shall be provided to the City.

**EXHIBIT F****LIST OF CAPITAL EXPENDITURES**

| Project Name       | Itemized Description           | CIP Ref.      | Expected Lifespan (yr) | In Service Date | Cost            |
|--------------------|--------------------------------|---------------|------------------------|-----------------|-----------------|
| Pipe Repair Parts  | Pipe Repair Parts              | 203312        | 10                     | Jan-05          | \$ 27,831.37    |
| Bermuda Grass Seed | Bermuda Grass Seed             | 204530        | 5                      | Jan-05          | \$ 10,644.74    |
| TailwaterPond      | Ditch-Crossing                 |               |                        |                 |                 |
|                    | Pipe                           | 204531        | 20                     | Jan-05          | \$ 20,490.41    |
| PipeRepairParts    | Pipe Repair Parts              | 203312        | 10                     | Jul-05          | \$ 1,985.56     |
|                    | Grass Seed                     | 205556        | 10                     | Mar-06          | \$ 21,558.08    |
|                    | Piping Materials - Irrigation  | 205554        | 12                     | Jul-06          | \$ 3,587.84     |
|                    | Maintenance Equipment          | 205555        | 15                     | Aug-06          | \$ 18,368.96    |
|                    | Irrigation Pipe                | 205557        | 15                     | Feb-08          | \$ 4,910.00     |
|                    | Seed Fields                    | 206554        | 15                     | Jul-07          | \$ 10,103.32    |
|                    | Seed Fields C & E              | 207553        | 5                      | Sep-07          | \$ 23,285.18    |
|                    | Main Pipeline to Ranch         | 206551/207551 | 25                     | Jul-08          | \$ 1,233,314.84 |
|                    | Air Cannon                     |               |                        |                 |                 |
|                    | Sprayer                        | 208568        | 10                     | Aug-08          | \$ 9,792.00     |
|                    | Road Base                      |               |                        |                 |                 |
|                    | Gravel                         | 208562        | 15                     | May-10          | \$ 2,936.05     |
| Laser Leveling     | Laser Level 200 Acres          | 208564        | 15                     | Jul-09          | \$ 28,439.55    |
|                    | Tailwater Pond Return System - |               |                        |                 |                 |
|                    | Fields D & E                   | 208565        | 15                     | Jul-09          | \$ 12,033.91    |
|                    | Wheel Line                     |               |                        |                 |                 |
|                    | Sprinkler                      | 208566        | 10                     | Jul-09          | \$ 45,568.43    |
|                    | Sprinkler                      |               |                        |                 |                 |
|                    | Mainline                       | 208572        | 15                     | Jul-09          | \$ 248,292.71   |
|                    | Laser Level 200 Acres          |               |                        |                 |                 |
| Laser Leveling     | Laser Leveling                 | 209553        | 15                     | Feb-11          | \$ 33,784.50    |
| Laser Leveling     | WR                             | 210579        | 7                      | Jan-11          | \$ 9,320.25     |
|                    | Brush Aerator                  | 210576        | 15                     | Oct-10          | \$ 42,825.00    |

Exhibit F

PCP Amended and Restated Lease

|                  |        |    |        |    |                 |
|------------------|--------|----|--------|----|-----------------|
| WR               |        |    |        |    |                 |
| Wheel Line       |        |    |        |    |                 |
| Sprinkler Sys.   | 209552 | 15 | Oct-10 | \$ | 67,024.61       |
| Reline Pipeline  |        |    |        |    |                 |
| Phase 3          | 208567 | 25 | Aug-10 | \$ | 20,721.00       |
| Equalization     |        |    |        |    |                 |
| Pond             | 208571 | 25 | Aug-10 | \$ | 1,344,117.48    |
| Electrical       |        |    |        |    |                 |
| Lighting in Shop | 211552 | 20 | Feb-12 | \$ | 27,800.00       |
| Grass Removal    |        |    |        |    |                 |
| Equipment        |        |    |        |    |                 |
| (Feed Wagons,    |        |    |        |    |                 |
| Forage Chopper,  |        |    |        |    |                 |
| & Windrower)     | 213551 | 7  | Jun-16 | \$ | 111,497.01      |
|                  |        |    |        |    | \$ 3,380,232.80 |

**EXHIBIT G**  
**RESERVED**

Exhibit G

**EXHIBIT H**  
**RESERVED**

Exhibit H

## **EXHIBIT I**

### **PENALTIES**

Upon delivery of written notice and documentation to PCP, the City may impose the following penalties on PCP in addition to any other available remedies the City may have.

Penalty: One Thousand Dollars (\$1,000.00) per day, per occurrence, for each of the following reasons:

1. Receipt by PCP of a written violation by any regulatory agency, other than the City, pertaining to odor restrictions as required by the Waste Discharge Permit requirement issued by the California Regional Water Quality Control Board.
2. Receipt by PCP of a written violation by any regulatory agency, other than the City pertaining to regulatory requirements of the Permit to Operate regarding odors generated by PCP's operations, issued by the Yolo-Solano Air Quality Management District.
3. Receipt of a written violation by any regulatory agency, other than the City, pertaining to the degradation of water quality as outlined in the City's, or any other agency's National Pollution Discharge Elimination System permit or the Clean Water Act.

## EXHIBIT J

### Grant Conditions

This Special Condition Is For The Protection  
Of State And Federal Interest In  
Property Acquired In Part  
With State And Federal Grant Monies.

Whereas the (grantee) is indebted to the Environmental Protection Agency, a Federal governmental agency, 215 Fremont Street, San Francisco, California (hereinafter known as "EPA") and the California State Water Resources Control Board, a State governmental agency, 1416 Ninth Street, Sacramento, California (hereinafter known as "SWRCB") as a result of EPA's and SWRCB's advancing through the Clean Water Grant Program, \$2,194,500.00 used to pay part (87½%) of the purchase of property hereinabove described:

WHEREAS, Title 40, Section 30.810-4 CFR requires the (grantee) to adequately reflect and protect EPA's interest in property acquisitions in compliance with all recordation or registration requirements of the laws of the State of California.

WHEREAS, Article 16, Section 6 of the California Constitution prohibits the State from making any gift of public money or thing of value to any individual, municipal or other corporation. Therefore, the SWRCB requires the (grantee) to adequately reflect and protect that interest in compliance with all recordation or registration requirements of the laws of the State of California.

NOW, THEREFORE, (grantee) grants to EPA and SWRCB security interest in the property hereinafter described "Collateral". The Collateral is security for performance of (grantee's) obligation under the Grant Agreement between EPA and SWRCB and (grantee) dated September 23, 1981.

(Grantee) warrants, covenants and agrees with EPA and SWRCB that:

1. **WARRANTIES** - (A) statements contained in the (grantee's) Grant application are true and correct; (B) Proceeds from the Grant were used for the purpose agreed upon; (C) (grantee) is the owner of the Collateral free and clear of any lien, encumbrance or security interest; and (D) (grantee) will defend the Collateral against any claim or demand adverse to EPA's and SWRCB's interest.
2. **INSPECTION** - EPA and SWRCB shall have the right to inspect the Collateral at any time.
3. **USE OF PROPERTY IN OTHER PROJECTS** - The (grantee) shall obtain approval from EPA and SWRCB for the use of the Collateral in other projects when the (grantee) determines that the property is no longer needed for the original grant purpose. To the extent of EPA's interest, use in other projects shall be limited to those under other Federal Government Grant programs or programs that have purposes consistent with those authorized for support by EPA.
4. **REAL PROPERTY NO LONGER NEEDED FOR GRANT PURPOSES** - When the real property is no longer needed for the grant purposes or for other projects, (grantee) shall request disposition instructions from EPA and SWRCB.

Exhibit J

- (1) In the case of the real property purchased in part with EPA and SWRCB funds, (grantee) at the direction of EPA's and SWRCB's Project Officers, may:
- (i) Retain title with Federal and State restrictions removed if it compensates the Federal Government and the State Government an amount computed by applying the Federal and State percentage of participation in the net cost of the project to the current fair market value of the property, or
  - (ii) Sell the property under guidelines provided by EPA and SWRCB and pay the Federal Government and State Government an amount computed by applying the Federal and State percentage of participation in the net cost of the project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds), or
  - (iii) Transfer title of the property to the Federal Government and State Government with their consent provided that in such cases the (grantee) shall be entitled to compensation computed by applying the (grantee's) percentage of participation in the net cost of the project to the current fair market value of the property.



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 10.  
SUBJECT: Approval of Final Map 5027 Spring Lake Central Phase 1, Related Subdivision Improvement Agreement, and Reimbursement Agreement

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, 1) approving Final Map 5027 Spring Lake Central Phase 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving the SLIF Reimbursement Agreement, and authorize the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 15% of the reimbursement agreement.

**Staff Contact:**

Bruce Pollard, Senior Civil Engineer, (530) 661-5974, [bruce.pollard@cityofwoodland.org](mailto:bruce.pollard@cityofwoodland.org)

**Fiscal Impact:**

This project's processing costs were covered by fees. In addition, at build-out, the 100 lots are estimated to generate approximately \$2.4 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.

**Background:**

City Council approved the tentative map and development agreement on May 19, 2015 for 375 Single family lots and an estimated 232 R-25 multi family lots.

The Developer, Taylor Morrison of California, has completed all conditions required for the first portion of tentative map No. 5027 (100 lots), and is requesting that the City approve Final Subdivision Map (SM) No. 5027, Spring Lake Central phase 1; and the associated Subdivision Improvement Agreement and Reimbursement 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.

To accommodate private property land sales terms the City will enter into a SLIF Reimbursement Agreement with a 3<sup>rd</sup> party Master Developer responsible for construction of backbone improvements.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, 1) approving Final Map 5027 Spring Lake Central Phase 1; and 2) approving the related Subdivision Improvement Agreement and authorizing City Manager to

sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

It is further recommended that the City Council adopt Resolution No. \_\_\_\_\_, 1) Approving the SLIF Reimbursement Agreement, and authorize the City Manager to sign on behalf of the City; and 2) authorizing the City Manager to sign amendments up to 15% of the reimbursement agreement.

Prepared By: Bruce Pollard, Senior Civil Engineer

Reviewed By: Brent Meyer, City Engineer



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                      | Upload Date | Type       |
|----------------------------------|-------------|------------|
| A - Resolution 1                 | 1/10/2018   | Resolution |
| B - Resolution 2                 | 1/10/2018   | Resolution |
| C - SIA                          | 12/20/2017  | Agreement  |
| D - SLIF Reimbursement Agreement | 1/11/2018   | Agreement  |
| E - Map                          | 1/11/2018   | Map        |

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPROVING FINAL MAP 5027 AND A SUBDIVISION IMPROVEMENT  
AGREEMENT WITH TAYLOR MORRISON OF CALIFORNIA FOR  
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

**WHEREAS**, on, City Council approved tentative map 5027 and Development Agreement on May 19, 2015 with map conditions of approval and an associated Development Agreement; and

**WHEREAS**, Taylor Morrison of California, has completed the conditions of approval and has filed a final map for 100 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 5027, Spring Lake Central 1, a portion of tentative map 5027, and the associated Sub Division Improvement Agreement 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 5027, Spring Lake Central 1, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector.

Section 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to sign the Agreement, and is authorized to amend the agreement to grant time extensions to the agreement if necessary.

Section 3. A copy of the Subdivision Improvement Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

**RESOLUTION NO. \_\_\_\_**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND**  
**APPROVING A SLIF REIMBURSEMENT WITH AGREEMENT WITH JOHN D**  
**REYNEN CONSTRUCTION AND ASSOCIATED WITH FINAL SUBDIVISION MAP**  
**5027 SPRING LAKE CENTRAL 1**

**WHEREAS**, on May 19<sup>th</sup> 2015, the City Council approved Tentative Map 5027 “Spring Lake Central ” and the related Development Agreement; and

**WHEREAS**, the developer, Taylor Morrison of California, has met conditions and completed requirements for Final Subdivision Map 5027, Spring Lake Central 1; and

**WHEREAS**, the developer, Taylor Morrison of California, completed and entered into to a Subdivision Improvement Agreement for the Sub division and posted security; and

**WHEREAS**, the John D. Reynen Construction, a third party “Master Developer”, completed and entered into to a SLIF Reimbursement Agreement for Subdivision 5027; and

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

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

Section 1. Approves the SLIF Reimbursement Agreement with John D Reynen Construction related to Subdivision 5027, Spring Lake Central 1, and authorizes the City Manager to sign on behalf of the City, and

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

Section 1. Approve modifications to the SLIF improvement Agreement not to exceed \$216,000 (~15%).

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND  
300 First Street  
Woodland, California 95695  
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  
TRACT NO. 5027

Between

THE CITY OF WOODLAND  
A California municipal corporation

And

**TAYLOR MORRISON OF CALIFORNIA, LLC**  
**A California Limited Liability Company**

SUBDIVISION IMPROVEMENT AGREEMENT  
FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 5027

**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 Taylor Morrison of California, LLC, a California Limited Liability Company, with its principal office located at 81 Blue Ravine Rd. #220, Folsom, CA 95630 ("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 parcel/tract 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 May, 2015. The tentative tract map is identified in City records as Tract Map No. 5027 ("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. 5027, 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 May 19, 2015.

### III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three 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 this Agreement; and (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property. 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.

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, the City Attorney, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with 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 notice.

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.

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.

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 November 7, 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 its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

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 3093, 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 which 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 this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all public landscaping in a vigorous and thriving condition, Developer shall provide City an irrevocable faithful performance bond in the amount of Five Million Four Hundred Forty Three Thousand Four Hundred Dollars (\$5,443,400) 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 this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map and that no more than seventy percent (70%) of the security is released prior to full final completion and acceptance of all Public Improvements. All security provided under this Section shall be released no later than the end of the Warranty period, or any extension thereof as provided by this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Payment 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 an irrevocable payment bond in the amount of Two Million Seven Hundred Twenty One Thousand Seven Hundred Dollars (\$2,721,700), which sum shall not be less than fifty percent (50%) of the Estimated Costs. At the discretion of City, the security provided under this Section may be released by written authorization of the City Engineer six (6) months after the date City accepts the final Public Improvements, or within the time limits established in California Government Code Section 66499.7. 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. 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 which 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 (10%) of the 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:VII, shall be 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, 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, 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 with minimum limits of at least \$1,000,000 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, its contractors and subcontractors shall procure and maintain automobile liability insurance with minimum limits of \$1,000,000 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 \$1,000,000 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 \$1,000,000 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.

14.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental injury), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

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.

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, 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:VII, shall be 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, 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 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 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 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:**

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

**DEVELOPER:**

Taylor Morrison of California, LLC  
81 Blue Ravine Rd., #220  
Folsom, CA 95630  
Attn: Vice 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.

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. Construction of the Public Improvements is a public work. Developer shall forfeit as a penalty to City the sum of fifty dollars (\$50.00) for each calendar day or portion thereof for each worker (whether employed by Developer or its contractors or subcontractors) paid less than the prevailing rates for any work done under this Agreement in violation of the provisions of the Labor Code.

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

**CITY OF WOODLAND**

**TAYLOR MORRISSON OF CALIFORNIA**

By: \_\_\_\_\_  
**Angel Barajas, Mayor**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title  
Vice President

**ATTEST:**

By: \_\_\_\_\_  
Ana Gonzalez, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kara K. Ueda, City Attorney  
Best Best & Krieger LLP

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA                    )  
                                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned notary public, personally appeared \_\_\_\_\_  
~ personally known to me OR ~ 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA                    )  
                                                          ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, the undersigned notary public, personally appeared \_\_\_\_\_  
~ personally known to me OR ~ 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT NO. 5027**

The land referred to is situated in the City of Woodland, County of Yolo, State of California and is described as follows:

Parcel 42-580-70-000

## **EXHIBIT “B”**

### **LIST OF PUBLIC IMPROVEMENTS**

#### **PARCEL/TRACT NO. 5027**

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 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:

Construction of streets, curbs, gutters, sidewalks, street lights, traffic signal, landscaping, water, sewer, and storm drain, utilities, joint trench for dry utilities, and appurtenances necessary to serve Subdivision 5027. Improvement plans for which are incorporated herein by reference.

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**PARCEL/TRACT NO. 5027**

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:**

\$ 5,443,400.00

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT BOND:**

\$ 2,721,100.00

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GUARANTEE AND WARRANTY SECURITY BOND:**

\$ 544,340.00

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recording Requested by  
and when recorded return to:

City of Woodland  
Attn: Finance Director  
300 First Street  
Woodland, CA 95695

**AGREEMENT REGARDING  
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS  
BY THE CITY OF WOODLAND**

**1. Parties and Date**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between John D Reynen Construction Co., Inc., a California Corporation, with its principal office located at 10630 Mather Blvd. Mather, CA, 95655 ("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 Four Hundred Thirty Nine Thousand Twenty Four Dollars & 96/00 (\$1,439,024.96) ("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: John D. Reynen Construction Co., Inc.  
A California Corporation  
Attn: Les Hock  
10630 Mather Blvd  
Mather, CA 95655

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.

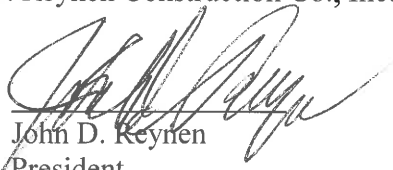
3.15 Interpretation. The parties understand, acknowledge and agree that they have participated equally in the negotiation and drafting of this Agreement, and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted 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

John D. Reynen Construction Co., Inc.

By: \_\_\_\_\_  
Paul Navazio, City Manager

by:   
John D. Reynen  
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 |
| 1        | Grading and Erosion Control                                     | LS    |     | \$122,188             | SLIF Credits |       |
| 2        | Street work, concrete, & landscaping                            | LS    |     | \$776,870             | SLIF Credits |       |
| 3        | Storm Drain                                                     | LS    |     | \$197,606             | SLIF Credits |       |
| 4        | Water                                                           | LS    |     | \$6,240               | SLIF Credits |       |
| 5        | Lighting                                                        | LS    |     | \$57,600              | SLIF Credits |       |
|          | Sub Total                                                       |       |     | \$1,160,504           |              |       |
| 6        | Overhead, Engineering, CM staking, inspection Etc. fixed at 24% | LS    |     | \$278,520.96          | SLIF Credits |       |
|          | <b>TOTAL</b>                                                    |       |     | <b>\$1,439,024.96</b> |              |       |

**EXHIBIT B**

**ENGINEER'S OPINION OF PROBABLY SLIF CONSTRUCTION COSTS**



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS  
PROJECT: SPRING LAKE CENTRAL - PHASE I  
BASED ON: APPROVED PHASE I CDs DATED MAY 2017  
PREPARED BY: KM  
REVISED: 11-07-2017

E. LOTS K, L, AND M (Phase I Greenbelt)

| ITEM | DESCRIPTION                                                 | QTY    | UNIT | UNIT COST   | TOTAL COST         | SLIF               | NON-SLIF DEVELOPER COST |
|------|-------------------------------------------------------------|--------|------|-------------|--------------------|--------------------|-------------------------|
| I.   | <u>GRADING &amp; EROSION CONTROL</u>                        |        |      |             |                    |                    |                         |
| 1.   | CLEARING AND GRUBBING                                       | 1.78   | AC   | 23,380.00   | 41,616.40          | 41,616.40          | 0.00                    |
| 2.   | ROUGH GRADING TO SUBGRADE                                   | 2,850  | CY   | 8.40        | 23,940.00          | 23,940.00          | 0.00                    |
| 3.   | FINISH GRADING                                              | 57,246 | SF   | 0.90        | 51,521.40          | 51,521.40          | 0.00                    |
| 4.   | EROSION CONTROL                                             | 1.78   | AC   | \$2,870.79  | \$5,110            | \$5,110            | \$0                     |
|      | GRADING & EROSION CONTROL SUB-TOTAL                         |        |      |             | \$122,188          | \$122,188          | \$0                     |
| II.  | <u>STREET WORK &amp; CONCRETE</u>                           |        |      |             |                    |                    |                         |
| 5.   | BOLLARDS                                                    | 39     | EA   | \$1,823.33  | \$71,110           | \$71,110           | \$0                     |
| 6.   | LANDSCAPING                                                 | 57,246 | SF   | \$6.88      | \$394,036          | \$394,036          | \$0                     |
| 7.   | 10' CONCRETE PATH                                           | 19,177 | SF   | \$12.00     | \$230,124          | \$230,124          | \$0                     |
| 8.   | NEIGHBORHOOD ENTRY MONUMENT (Heritage/Sander)               | 1      | EA   | \$81,600.00 | \$81,600           | \$0                | \$81,600                |
|      | STREET WORK & CONCRETE SUB-TOTAL                            |        |      |             | \$776,870          | \$695,270          | \$81,600                |
| III. | <u>STORM DRAINAGE</u>                                       |        |      |             |                    |                    |                         |
| 9.   | 18" RCP STORM DRAIN                                         | 1,497  | LF   | \$91.20     | \$136,526          | \$136,526          | \$0                     |
| 10.  | CURB INLET MANHOLE (Type II MH base)                        | 1      | EA   | \$9,480.00  | \$9,480            | \$9,480            | \$0                     |
| 11.  | AREA DRAIN INLET                                            | 15     | EA   | \$3,120.00  | \$46,800           | \$46,800           | \$0                     |
| 12.  | CONNECT TO EXISTING                                         | 2      | EA   | \$2,400.00  | \$4,800            | \$4,800            | \$0                     |
|      | STORM DRAINAGE SUB-TOTAL                                    |        |      |             | \$197,606          | \$197,606          | \$0                     |
| IV.  | <u>WATER SYSTEM</u>                                         |        |      |             |                    |                    |                         |
| 13.  | 3" SCHEDULE 40 IRRIGATION SLEEVES                           | 440    | LF   | \$11.00     | \$4,840            | \$4,840            | \$0                     |
| 14.  | 6" SCHEDULE 40 IRRIGATION SLEEVES                           | 50     | LF   | \$28.00     | \$1,400            | \$1,400            | \$0                     |
|      | WATER SYSTEM SUB-TOTAL                                      |        |      |             | \$6,240            | \$6,240            | \$0                     |
| V.   | <u>STREETLIGHTS</u>                                         |        |      |             |                    |                    |                         |
| 15.  | STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals) | 8      | EA   | \$7,200.00  | \$57,600           | \$57,600           | \$0                     |
|      | STREETLIGHTS SUB-TOTAL                                      |        |      |             | \$57,600           | \$57,600           | \$0                     |
|      | <u>SUMMARY</u>                                              |        |      |             |                    |                    |                         |
| I.   | GRADING & EROSION CONTROL                                   |        |      |             | \$122,188          | \$122,188          | \$0                     |
| II.  | STREET WORK & CONCRETE                                      |        |      |             | \$776,870          | \$695,270          | \$81,600                |
| III. | STORM DRAINAGE                                              |        |      |             | \$197,606          | \$197,606          | \$0                     |
| IV.  | WATER SYSTEM                                                |        |      |             | \$6,240            | \$6,240            | \$0                     |
| V.   | STREETLIGHTS                                                |        |      |             | \$57,600           | \$57,600           | \$0                     |
|      | SUB-TOTAL:                                                  |        |      |             | \$1,160,500        | \$1,078,900        | \$81,600                |
|      | 10% CONSTRUCTION CONTINGENCY:                               |        |      |             | \$116,050          | \$107,890          | \$8,160                 |
|      | <b>TOTAL LOTS K, L, AND M (PHASE I GREENBELT) COST :</b>    |        |      |             | <b>\$1,276,600</b> | <b>\$1,186,800</b> | <b>\$89,800</b>         |



11/9/17

Main Street

East Main Street



College Street

East Street

Bourne Dr.

To Sacramento →

I-5

Gibson Road



East Gibson Road

Farmers Central Road

Spring Lake Central Phase 1  
Subdivision 5027

Harry Lorenzo Ave

Heritage Parkway

HWY 113

→ To Davis





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 11.  
SUBJECT: Adopt Resolution Accepting the Public Improvements for Subdivision Final Map 4853, Solara Ranch.

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the Public Improvements for Subdivision Final Map 4853 completed by Western Pacific Housing, Inc. a Delaware Corporation.

**Staff Contact:**

Bruce Pollard, Senior Civil Engineer, (530) 661-5974, [bruce.pollard@cityofwoodland.org](mailto:bruce.pollard@cityofwoodland.org)

**Fiscal Impact:**

There is no impact to the City budget other than future operation and maintenance costs. All infrastructure improvements to serve the subdivision were paid for by the developer and SLSP owners overall; in-tract infrastructure costs were paid by the developer and the developer participates in all funding mechanisms for backbone infrastructure construction including the bond district and the Spring Lake Infrastructure Fee program. The owners participate in the Spring Lake Landscape & Lighting District as well as a Community Facilities District for operation and maintenance of the Community Center & Sports Park. The SLSP Fiscal Impact Study (November 2002) analyzed overall impacts of the SLSP area and predicted a fiscal surplus at build-out.

The Governmental Accounting Standards Board Statement 34 (GASB 34) requires state and local governments to include valuation and depreciation information on public infrastructure assets for accounting purposes and financial reports. The total cost of public infrastructure in the GASB34 categories that the City will acquire with these subdivisions is shown below.

| Est. GASB34 category | Subdivision 4853 |
|----------------------|------------------|
| Road                 | \$3,144,000      |
| Water                | \$925,000        |
| Sewer                | \$577,000        |
| Storm Drain          | \$611,570        |

**Background:**

On January 13, 2004, the City Council approved the ±79.8 acre Beeghly Tentative Subdivision Map No. 4793 and Development Agreement, consisting of 309 single-family lots and two multifamily lots. The first portion of the map was completed in 2007 by Centex Homes.

With the approval of Final Map 4853 on December 16, 2014 Western Pacific Housing, entered into a Subdivision Improvement Agreement, a contract to construct in tract subdivision improvements and offsite improvements to serve the property.

**Discussion:**

Western Pacific Housing, Inc. a Delaware Corporation has completed the infrastructure improvements to the satisfaction of the City Engineer, the Public Works and Community Development Departments. Following Council acceptance, the City Clerk will file a Notice of Completion for the completed items initiating release of the developer's

performance and payment securities for these improvements. The developer has provided a warranty security to correct any defects identified during the warranty time frame of one year following the filing of the Notice of Completion.

This is the standard practice for obtaining infrastructure improvements for new subdivisions. The final map dedicated streets and public utility easements to the City. The work is designed to City Standard Specifications and the improvements are inspected by the City during construction.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, accepting the Public Improvements for Subdivision Final Map 4853 completed by Western Pacific Housing, Inc. a Delaware Corporation.

Prepared By: Bruce Pollard, Senior Civil Engineer

Reviewed By: Brent Meyer, City Engineer



---

Paul Navazio, City Manager

**ATTACHMENTS:**

| Description    | Upload Date | Type       |
|----------------|-------------|------------|
| A - Resolution | 1/10/2018   | Resolution |
| B - Map        | 12/20/2017  | Map        |

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
ACCEPTING IMPROVEMENTS RELATED TO SUBDIVISION 4853, SOLARA  
RANCH.**

**WHEREAS**, on December 16, 2014, the City Council approved the final map for Subdivision No. 4853 (Solara Ranch Subdivision), which created 94 single-family lots in the Spring Lake Specific Plan (“Map”); and

**WHEREAS**, the conditions of approval for the Map required the subdivider, Western Pacific Housing, Inc. a Delaware Corporation, to enter into a subdivision improvement agreement calling for the construction of infrastructure necessary to serve the development permitted by the Map (collectively, the “Improvements”), and furnish a bond or other security to ensure the timely completion of the Improvements; and

**WHEREAS**, Western Pacific Housing, Inc. a Delaware Corporation has completed the Improvements; and

**WHEREAS**, the Subdivision Map Act and the Woodland Municipal Code require the City to accept subdivision improvements which have been completed; and

**WHEREAS**, Western Pacific Housing, Inc. a Delaware Corporation has requested that the City accept the Improvements for the development;

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

Section 1. The City Council hereby accepts those Improvements constructed for Subdivision 4853 (Solara Ranch) as shown on the following: the 27 sheet civil improvement plans entitled, “Improvement Plans for Solara Ranch Subdivision #4853” and approved by the City Engineer December 16, 2014; the 16 sheet landscaping plans entitled, “Landscape Improvement Plans for Solara Ranch Subdivision # 4853” and approved by the City Engineer on December 16, 2014; the 9 Sheet Improvement plans entitled “Spring Lake Specific Plan Interim County Road 25A Widening” approved by the City Engineer December 11, 2014; the 33 sheet improvement plans entitled, “Spring Lake Specific Plan Backbone Infrastructure package C-1 approved by the City Engineer December 16, 2014; the 12 sheet improvement plans entitled, “Landscape improvement plans Spring Lake Specific Plan Backbone Infrastructure package C-1” approved by the City Engineer December 16, 2014.

Section 2. The City hereby authorizes the City Clerk to file the Notice of Completion for Subdivision No. 4853 (Solara Ranch).

Section 3. Through adoption of this resolution, the City of Woodland does not waive any of its rights, or obligations of Western Pacific Housing, Inc. a Delaware Corporation or any other entity, under the conditions of approval for the Map, any associated development agreement, reimbursement agreement, participation agreement, or under any other document, ordinance or applicable law.

Section 4. The adoption of this resolution shall not be deemed to cure any breach by Western Pacific Housing, Inc. a Delaware Corporation or any other entity of its obligations under the Map or any other document, ordinance, or applicable law.

**PASSED AND ADOPTED** this 16<sup>th</sup> of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Enrique Fernandez, Mayor

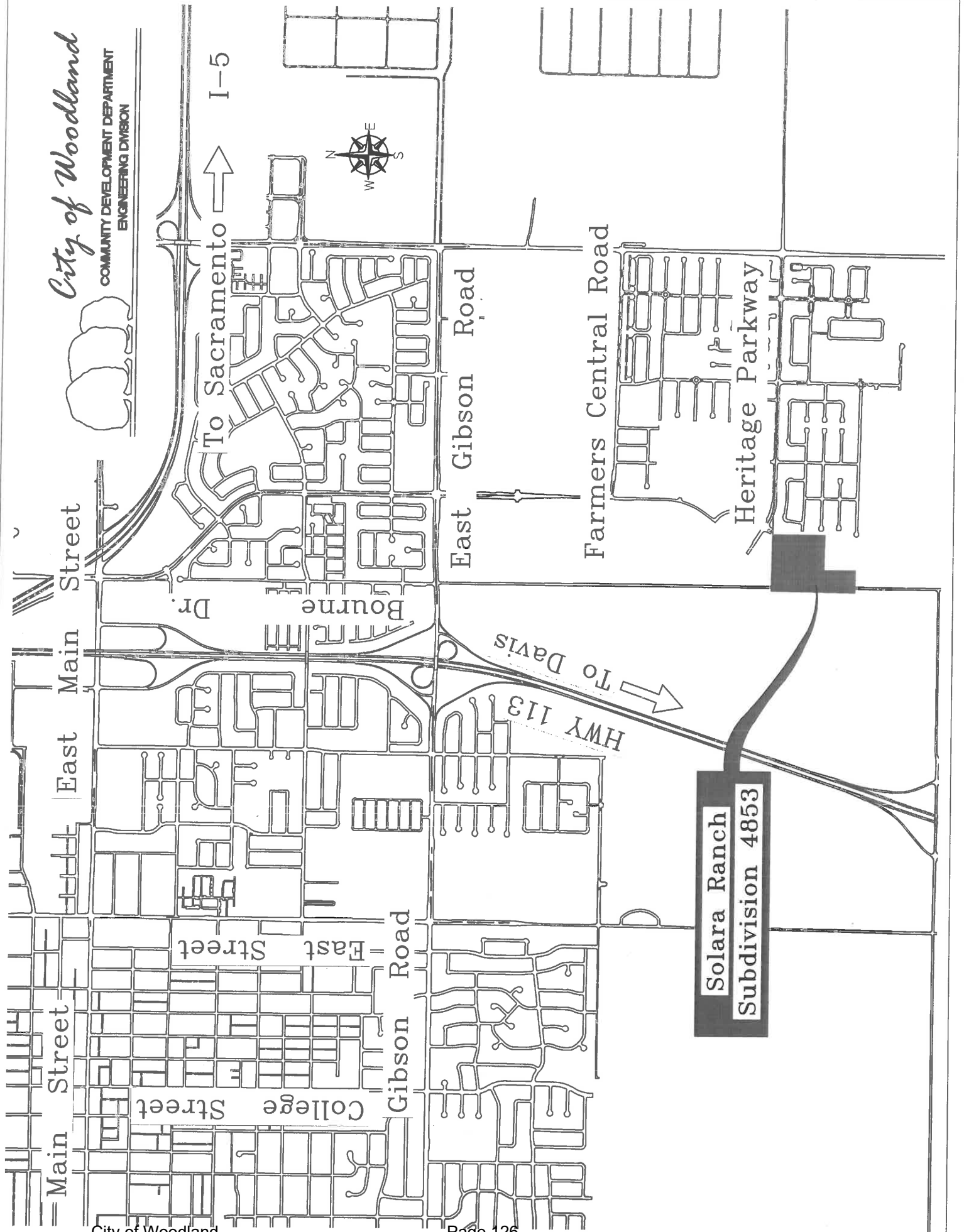
**ATTEST:**

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Ana Gonzalez, City Clerk

*City of Woodland*

COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION







TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 12.  
SUBJECT: Approve Plans & Specifications, and Authorize Bid  
Advertisement for the West Street Water Transmission Main  
Project, CIP #17-08

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the plans and specifications and authorize bid advertisement for the West Street Transmission Main Project, CIP #17-08.

**Staff Contact:**

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

**Fiscal Impact:**

The funding for CIP # 17-08, West Street Transmission Main Project is included in the Capital Budget approved by City Council on June 20, 2017. The funding source is the Water Enterprise Fund. The project has a total budget of \$3,955,000. The Engineer's Estimate for the first phase of this work is approximately \$2,500,000 including construction, construction contingency, and staff time. The second phase is planned for construction in 2019. After bids are received, the budget will be updated.

There is no impact to the General Fund.

**Background:**

The City of Woodland water distribution system was originally constructed with water supply from neighborhood wells and thus there are no larger diameter water mains to convey water to different areas of the City. With the conversion to surface water as the primary source of water for the City, approximately 70% of the City's water supply is through the transmission main along the south side of the City. Infrastructure planning for the surface water project envisioned the transmission main along West Street to provide adequate supply and maintain water quality in the northwest quarter of the City and to the aquifer storage & recovery (ASR) wells located near West Street. The plan was to construct this transmission main with local funding after completion of the surface water project.

The full project includes construction of the transmission main on West Street from the south end of the City to the new water main at the intersection of West Street and Clover Street. The work is planned to be constructed in two phases: South end to Southwood Drive in 2018 and from Southwood Drive to Clover St. in 2019.

**Discussion:**

The work for 2018 generally includes the construction of a new 16-inch diameter water transmission main from the existing transmission main at the south end of the City to Southwood Drive. The existing 10-inch water main on West Street is in good condition and will remain in service and laterals will not be connected to the new transmission main. The new 16-inch diameter transmission main has a capacity that is more than twice the capacity of the existing 10-inch diameter main and will provide needed capacity to the northwest quarter of the City and ASR wells. A short stretch of pipe will also be replaced at the intersection of West Street and Court Street to complete that work ahead of planned road construction work in summer of 2018.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving the plans and specifications and authorize bid advertisement for the West Street Transmission Main Project, CIP #17-08.

Prepared By: Tim Busch, Principal Utilities Engineer

Reviewed By: Brent Meyer, City Engineer



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description      | Upload Date | Type       |
|------------------|-------------|------------|
| A - Resolution   | 12/22/2017  | Resolution |
| B - Location Map | 12/22/2017  | Map        |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO  
APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID  
ADVERTISEMENT FOR THE WEST STREET WATER TRANSMISSION MAIN  
PROJECT, CIP #17-08**

**WHEREAS**, the City of Woodland wishes to approve the plans and specifications for the West Street Water Transmission Main Project; and

**WHEREAS**, the City Council wishes to authorize bid advertisement for the West Street Water Transmission Main Project.

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

Section 1. The City Council hereby approves the plans and specifications and authorizes bid advertisement for the West Street Water Transmission Main Project, CIP #17-08.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

[illegible]



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 13.  
SUBJECT: Approval of Subrecipient Agreement with the Yolo Wayfarer Center Funded through the 2016 Continuum of Care Program

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of \$24,085 and authorizes the Finance Officer to amend the budget as necessary.

**Staff Contact:**

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

**Fiscal Impact:**

The U.S. Department of Housing and Urban Development (HUD) will provide a portion of the grant, \$1,685, for administration in order to offset a portion of the City's costs in administering the grant.

**Background:**

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

**Discussion:**

In 2016, the City applied for four separate CoC grants and received three grant awards from HUD: (1) Bonus Project Permanent Supportive Housing for Chronically Homeless 2016 (\$24,085 grant), (2) Consolidated Permanent Supportive Housing for Chronically Homeless 2016 (\$89,159 grant), and (3) Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2016 (\$149,855). HUD did not award funds for the fourth grant application, Reallocation (2014) Permanent Supportive Housing for Chronically Homeless (\$9,070).

Fourth & Hope was not able to locate units in Woodland to lease through the Bonus Project. Subsequently, Fourth & Hope arranged with the Yolo County Health and Human Services Agency to lease two units in West Sacramento. These units are located in a residential building that has been master-leased by the county. If units are not leased for the Bonus Project, HUD would rescind the grant award and the funding would not be available to assist homeless families and individuals. The local continuum of care whose membership includes the City of Woodland applies on an annual basis for grant funds through HUD's CoC Competition. When a CoC grant cannot be implemented and HUD rescinds the award, this potentially affects the local continuum of care's competitiveness for future CoC grants.

The Bonus grant awarded the City will be used by the Fourth & Hope to provide permanent supportive housing for chronically homeless individuals and families. Persons assisted by this project will receive supportive services.

**Conclusion:**

Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba

Fourth and Hope) funded through the 2016 Continuum of Care program competition in the aggregate amount of \$24,085 and authorizes the Finance Officer to amend the budget as necessary.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description             | Upload Date | Type       |
|-------------------------|-------------|------------|
| City Council Resolution | 1/2/2018    | Cover Memo |
| Subrecipient Agreement  | 1/8/2018    | Cover Memo |

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT  
AGREEMENT WITH THE YOLO WAYFARER CENTER FOR A 2016  
CONTINUUMM OF CARE PROGRAM GRANT**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED, as follows:**

**Section 1:** This City Council hereby authorizes the City Manager to execute a subrecipient agreement in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amount of \$24,085 (Bonus Project Permanent Supportive Housing for Chronically Homeless 2016), and any other documents necessary to implement this program;

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

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

**PASSED AND ADOPTED** on this 16th day of January, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Enrique Fernandez, Mayor

**ATTEST:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kara K. Ueda, City Attorney

**SUBRECIPIENT AGREEMENT**

**By and Between**

**THE CITY OF WOODLAND**

**and**

**YOLO WAYFARER CENTER**

**for the**

**2016 CONTINUUM OF CARE PROGRAM  
(Bonus Project Permanent Supportive Housing for Chronically  
Homeless 2016)**

**funded by the**

**McKinney-Vento Act**

## **SUBRECIPIENT AGREEMENT**

### **(CONTINUUM OF CARE PROGRAM)**

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

### **RECITALS**

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2016 (but PY 2017/18).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2016 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.
- D.** SUBRECIPIENT’s application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND’s MCKINNEY-VENTO ACT Application for Calendar Year 2016 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about February 15, 2017, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2016 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

- F. WOODLAND and SUBRECIPIENT (jointly, the “Parties”) desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT’s provision of certain services to WOODLAND and the community.

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

**Section 1. Definitions.**

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

“**Agreement**” means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

“**MCKINNEY-VENTO ACT**” is defined in Recital A hereof.

“**MCKINNEY-VENTO ACT Funds**” is defined in Recital A hereof.

“**C.F.R.**” means the Code of Federal Regulations.

“**Community Services Director**” means the Director of Community Services for the City of Woodland, or designee.

“**Conditions to Disbursement**” is defined in Section 2.3.2 hereof.

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

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

“**Date of Agreement**” is defined in the initial paragraph of this Agreement.

“**Default**” is defined in Section 7.1 hereof.

“**Disbursement Schedule**” is defined in Section 2.3.1 hereof.

“**Effective Date**” is defined in Section 10.14 hereof.

“**Grant**” is defined in Section 2.1 hereof.

**“Grant Proceeds”** means the proceeds of the Grant.

**“HUD”** is defined in Recital A hereof.

**“Operating Budget”** is defined in Section 6 hereof.

**“Parties”** is defined in Recital F hereof.

**“Salary and Benefits”** means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

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

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

**“Services”** is defined in Section 4.1 of this Agreement.

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

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

**“SUBRECIPIENT’s Representative”** means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

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

## **Section 2. Grant.**

**2.1 Amount of Grant.** WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Four Thousand, Eighty-Five Dollars (\$24,085) (less administrative costs of \$1,685 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

- A. The sum of Twenty-Four Thousand, Eighty-Five Dollars (\$24,085) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

- A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.
- B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.
- C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and

binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

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

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

### **Section 3. Term.**

The term of this Agreement (the “Term”) shall commence on February 1, 2018 and shall terminate on April 30, 2019 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

### **Section 4. Services.**

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

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

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

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

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

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

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

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

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

**4.9 Independent SUBRECIPIENT.** SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAND. WOODLAND assumes no liability for

SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

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

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

## **Section 5. Insurance and Indemnification.**

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

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

- A. Workers' Compensation Insurance as required by California statutes;
- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability,

Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695.”

“It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy.”

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

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

**5.1.3 Required Certificates and Endorsements.** Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

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

- A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;
- C. Terminate this Agreement.

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or

nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

#### **Section 6. SUBRECIPIENT's Operating Budget.**

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

#### **Section 7. Enforcement of Agreement; Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

## **Section 8. Documents and Data.**

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

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

## **Section 9. Audit of Records.**

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

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

## **Section 10. Miscellaneous Provisions.**

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

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

If to WOODLAND:

City Clerk  
City of Woodland  
300 First Street  
Woodland, California 95695  
FAX No. (530) 661-5813

With copies to:

City of Woodland  
Community Services Department  
2001 East Street  
Woodland, California 95776  
FAX No. (530) 666-7257

If to SUBRECIPIENT:

Yolo Wayfarer Center  
P.O. Box 1248  
Woodland, CA 95776

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

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

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

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

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

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

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

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

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

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

“A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

**10.13 Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**10.14 Effective Date.** This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the “Effective Date.”

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT  
AS OF THE RESPECTIVE DATES SET FORTH BELOW.**

**“WOODLAND”**

**CITY OF WOODLAND**

a municipal corporation and general law city

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Paul Navazio  
City Manager

**ATTEST:**

**ANA GONZALEZ, CITY CLERK**

By: \_\_\_\_\_

Ana Gonzalez  
City Clerk

**“SUBRECIPIENT”**

**YOLO WAYFARER CENTER**

a California non-profit public benefit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Doug Zeck  
Chief Executive Officer

## **EXHIBIT A—SCOPE OF SERVICES**

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the “Services”):

**Section 1. Maintain Office.** Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

**Section 2. Hours of Operation.** SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

**Section 3. SUBRECIPIENT’s Reports.** SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

**3.1 Schedule.** All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

**3.2 Contents.** Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

**3.3 Certification.** Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

**Section 4. Permanent Supportive Housing Program Services.** SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

**Section 5. Administration of Grant Funds.** Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of Twenty-Four Thousand, Eighty-Five Dollars (\$24,085), WOODLAND shall retain a total of One Thousand, Six Hundred Eighty-Five Dollars (\$1,685) for its grant administration costs.

#### **EXHIBIT B—SCHEDULE OF COMPENSATION**

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Consolidated Permanent Supportive Housing for Chronically Homeless 2016) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Twenty-Four Thousand, Eighty-Five Dollars (\$24,085) less City administrative costs of (\$1,685) in the amounts listed in Exhibit E—Operating Budget.

## **EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS**

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

**Section 1. Non-Discrimination.** SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

**Section 2. Civil Rights Act.** SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

**Section 3. Compliance with OMB Circular No. A-122.** SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

**Section 4. Reversion of Assets.** Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars (\$25,000), then such real property shall either be:

- A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or
- B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

**Section 5. Program Income.** Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

**Section 6. Training and Employment Opportunities.** SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the “Department”), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

**Section 7. No Disability.** SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

**Section 8. Notice to Labor Organizations.** SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers’ representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

**Section 9. Include in Subcontracts.** SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

**Section 10. Sanctions.** Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

**Section 11. Americans with Disabilities.** SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

**Section 12. Patents and Copyrights.** SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under the Grant or this Agreement;
- B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;
- C. The patent for any invention developed under the Grant or this Agreement; and
- D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

**Section 13. Compliance with Law.** SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 (“the Act”), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

**Section 14. Records Retention.** Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIENT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the final disposition of such property.

**Section 15. Monitoring.** WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

**Section 16. Program Reporting.** SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

**Section 16.1 Federal Funding Accountability and Transparency Act.** SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

**Section 17. Accounting.** SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

**Section 18. Audits.** SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND’s audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

**Section 19. Certification Regarding Lobbying.** SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

**Section 20. Non-Expendable Property.** A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more

than one (1) year and an acquisition cost of Three Hundred Dollars (\$300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

**Section 21. Expendable Property.** Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars (\$300.00) or more per unit without the prior written approval of WOODLAND.

**Section 22. Purchase or Lease of Non-Expendable Property or Equipment.** SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars (\$300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars (\$50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

**Section 23. Travel and Conference Restrictions.** SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

**Section 24. Privacy.** SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

**Section 25. Drug Free Workplace.**

**26.1 Certification.** SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;
- C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

**Section 26.2 Suspension.** SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

- A. SUBRECIPIENT has made false certification under Section 26.1;
- B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or
- C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

## **EXHIBIT D—SCHEDULE OF PERFORMANCE**

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2018 and terminating on April 30, 2019.

## EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

|                                            | CoC<br>Request | Applicant<br>Cash+ | Total Project<br>Budget+ |
|--------------------------------------------|----------------|--------------------|--------------------------|
| 1. Real Property Leasing                   | 20,400         |                    |                          |
| 2. Supportive Services*                    | 0.00           |                    |                          |
| 3. Operations**                            | 2,000          |                    |                          |
| 4. HMIS ***                                | 0.00           |                    |                          |
| 5. SHP Request (subtotal lines 1 thru 4)   | 22,400         |                    |                          |
| 6. Administration                          | 1,685          |                    |                          |
| 7. Total CoC Request (total lines 5 and 6) | 24,085         |                    |                          |

\* By law, CoC can pay no more than 80% of the total supportive services budget.

\*\* By law, CoC can pay no more than 75% of the total operating budget.

\*\*\* By law, CoC can pay no more than 5% of the total HMIS request.





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 14.  
SUBJECT: Approve Consultant Agreement for Design of WPCF South Pond Pump Station Rehabilitation, CIP 18-07

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a Design Contract with Carollo Engineering, Inc. in the Amount of \$140,017 with a Ten Percent (10%) Contingency for CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

**Staff Contact:**

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

**Fiscal Impact:**

The Water Pollution Control Facility (WPCF) has numerous assets that allow the facility to work as designed. The South Pond Pump Station (SPPS) is one of the assets that need to be evaluated on a periodic basis to assess their condition/function. Funding for this project is part of CIP 14-02 Water Pollution Asset Replacement Project and is included in the sewer rate study and the approved Capital Improvement Program Budget which was approved on June 21, 2016. CIP 14 02 identifies and funds numerous WPCF assets that need to be replaced for the WPCF to operate as designed. There is no impact to the General Fund.

The design proposal cost is for \$140,017 with a 10% contingency (\$14,001.70). Since CIP 14-02 encompasses multiple projects, City staff intends to come back to Council at bid award to move additional funds for construction and inspection from CIP 14-02 to CIP 18-07. The preliminary engineer's estimate of construction costs for this project is \$600,000.

**Background:**

City staff is continually reviewing the status of the City's Water Pollution Control Facility. Through this process, staff has identified, that replacement of the WPCF South Pond Pump Station is necessary. The exiting SPPS was originally constructed in 1983 and regular maintenance of the facility asset has been adhered to. The most recent evaluation of the asset indicated that a replacement of the facility with in kind equipment is warranted.

**Discussion:**

Staff is recommending that the Council approve the design services contract with Carollo Engineering, Inc. for the WPCF South Pond Pump Station Rehabilitation project. The SPPS screw pumps have reached the end of their useful life and are in need of replacement. Carollo Engineering, Inc. was selected by a Quality Based Selection (QBS) process in 2012 for the design of the recently completed WPCF Aeration Retrofit Project (CIP 12-02). Carollo Engineering, Inc. is intimately familiar with the operations of the WPCF and is uniquely qualified as they evaluated the WPCF's operational needs as part of the Aeration Retrofit Project. In the Fall of 2017, the City had Carollo Engineering, Inc. evaluate alternates to replace the SPPS. The identified alternative was to replace the existing assets in kind and City has selected Carollo Engineering, Inc. to continue the work by designing the project plans and specifications.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a Design Contract with Carollo Engineering, Inc. in the Amount of \$140,017 with a Ten Percent (10%) Contingency for CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

Prepared By: Chris Fong, Senior Associate Civil Engineer

Reviewed By: Brent Meyer, City Engineer



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description     | Upload Date | Type            |
|-----------------|-------------|-----------------|
| Resolution      | 1/4/2018    | Resolution      |
| Design Proposal | 1/4/2018    | Backup Material |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPROVING A DESIGN CONTRACT WITH CAROLLO ENGINEERING, INC. IN  
THE AMOUNT OF \$140,017 WITH A TEN PERCENT (10%) CONTINGENCY FOR  
CIP 18-07, WPCF SOUTH POND PUMP STATION REHABILITATION**

**WHEREAS**, the City Council wishes to create a new capital project, WPCF South Pond Pump Station Rehabilitation, CIP 18-07; and

**WHEREAS**, the City Council wishes to appropriate \$200,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation; and

**WHEREAS**, the City Council wishes to enter into a Design Contract with Carollo Engineering, Inc. for CIP 18-07 WPCF South Pond Pump Station Rehabilitation for an amount of \$140,017; and

**WHEREAS**, the City of Woodland wishes to have a design contingency of up to 10% of the design contract amount (\$14,001.70); and

**WHEREAS**, the City Council wishes to approve a Design Contract with Carollo Engineering, Inc., and authorize its execution through adoption of this Resolution; and

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

Section 1. The City Council hereby creates a new project, the WPCF South Pond Pump Station, CIP 18-07.

Section 2. The City Council hereby approves an appropriation of \$200,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

Section 3. The City Council hereby approves the Design Contract with Carollo Engineering, Inc. in the amount of \$140,017. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 4. The City Council hereby approves a ten (10%) percent design contingency in the amount of \$14,001.70. The City Manager is hereby authorized and directed to execute contract change orders, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

**PASSED AND ADOPTED** this 16th day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Enrique Fernandez, Mayor

ATTEST:

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Ana B. Gonzalez, City Clerk

## **EXHIBIT A SCOPE**

### **WPCF SOUTH POND PUMP STATION IMPROVEMENT PROJECT for the City of Woodland**

**December 21, 2017**

#### **BACKGROUND**

The City of Woodland's (City) Water Pollution Control Facility (WPCF) existing South Pond Pump Station (SPPS) was constructed in 1983 as part of a pond-based treatment system to pump and recirculate water through twelve 10-acre ponds. The ponds are currently operated as facultative sludge lagoons and are used for plant influent equalization, effluent disposal, and sludge stabilization. The SPPS uses two Schreiber open flight screw pumps. Each pump has a capacity of 3,400 gallons per minute (gpm) and is powered by a 20 HP motor.

An evaluation of the SPPS recommended to replace the existing screw pumps in-kind with new screw pumps and rehabilitate the existing SPPS structure (Carollo, December 2017).

The following improvements are anticipated:

1. Replace the existing screw pumps with new screw pumps;
2. Replace the existing motors and gearboxes with new motors and gearboxes;
3. Re-grout the pump troughs and repair submerged concrete surfaces;
4. Replace the existing sluice gates with stainless steel slide gates.

#### **OVERALL APPROACH**

The scope of services for this contract includes tasks necessary to complete the design of improvements to the City's SPPS, preparing bid documents, assistance during the bid period, and engineering support during construction.

The scope of work for the Project includes the following tasks:

1. Design
  - a. Project Management and Meetings
  - b. Contract Document Development
  - c. Site Visits
  - d. Construction Cost Estimate

## 2. Bid Period Assistance

- a. Attend Pre-Bid Conference
- b. Addenda Preparation
- c. Bid Opening/Bid Evaluation
- d. Conformed Drawings and Specifications

## 3. Engineering Services During Construction

- a. Project Management and Meetings
- b. Submittal Review
- c. Requests for Information
- d. Construction Change Requests/Design Clarifications
- e. Record Drawings
- f. O&M Manual
- g. Startup Assistance

## **SCOPE**

The following scope of services includes the work to be performed for the Project.

### 1. **Design**

The following scope of services includes the work to be performed as part of the Design task.

#### a. Project Management and Meetings

##### 1) Project Management

The task objective is to provide overall management and administration for the Design effort. Project management activities will include oversight of project budget and submitting written monthly invoices, maintaining a decision log recording decisions made by the team, developing and maintaining a schedule of final design activities, and QA/QC of all deliverables to the client. It is assumed that design effort will be six (6) months.

##### 2) Meetings

This task includes preparation and attendance at progress meetings to review project status and intermediate deliverables. Preparation for the meetings includes developing agenda, presentation materials and handouts, and a summary of

discussion items, decisions, and action items from the meeting. Meeting notes shall be prepared within 7 calendar days of the meeting. It is assumed that one (1) meetings will be held during design.

b. Contract Document Development

The objective of this task shall be to provide the City with a set of Contract Documents. Contract Documents for bidding (including Plans and Specifications) shall be prepared and one full-size plan set shall be provided. Plans shall be prepared using a drafting format acceptable to the City and will include general, architectural, mechanical, structural, civil, electrical, and instrumentation drawings. It is assumed the City will provide Division 0 specifications. Consulatnat will provide Division 1 and Technical Specifications for bidding packages based on our Standard Specifications. Specifications and Bid and Contract Documents shall be reviewed by the City's legal counsel as to form.

Drawings and specifications will be delivered in PDF format. A preliminary drawing list is attached.

One intermediate submittal will be provided to the City and one final submittal. The following submittals will be made:

1) 90 Percent Plans and Specifications Submittal

Detailed Design Development documents shall include all schematics, P&IDs, control descriptions, draft construction sequencing plans, mechanical layout drawings, structural layout drawings, electrical single line drawings, final control descriptions, construction sequencing plans, updated cost estimate, and construction schedule, and all other plans and specifications completed. Following this submittal the project will be approximately 90 percent complete.

2) Final Plans and Specifications Submittal

The Final Submittal shall include all the Plans and Specifications incorporating internal checking comments by Carollo and final City comments in preparation for bidding.

c. Site Visits

It is anticipated in the course of developing the design it will be necessary to make a site visit to the WPCP to investigate existing conditions, gather additional information from staff, or present staff with conceptual information necessary to make technical decisions. A total of one (1) site visits during the project are anticipated with key discipline engineering staff.

d. Construction Cost Estimate

The objective of this task shall be to provide the City with a project cost estimate to allow the City to prepare for project funding. A preliminary construction cost estimate shall be prepared upon completion of the 50 percent, 90 percent, and final contract documents.

## **2. Bid Period Assistance**

It is assumed that the bid period will be not more than four to six weeks.

### **a. Attend Pre-Bid Conference**

Attend a pre-bid conference and site tour as the City's design representative and present a project overview.

### **b. Addenda Preparation**

Responses to bidder inquiries shall be provided and as appropriate, addendum shall be prepared and issued to plan holders. It is assumed that up to two (2) addenda documents will be prepared.

### **c. Bid Opening/Bid Evaluation**

Review all bids received; check references of contractor, subcontractors, and equipment; and prepare bid evaluation/recommendation.

### **d. Conformed Drawings and Specifications**

Prepare conformed Drawings and Specifications to include all changes made by addenda during bidding. Conformed Drawings and Specifications will be prepared within 21 days after Notice-to-Proceed with construction. Engineer shall provide conformed Drawings and Specifications in PDF format.

## **3. Engineering Services During Construction**

The purpose of this task is to provide engineering support services during construction, startup, and operations manuals for the improvements. It is assumed that the City will serve as the construction manager. It is assumed that the duration of construction will be 6 months.

### **a. Project Management**

The task objective is to provide overall management and administration for the construction phase of the project. Project management activities will include oversight of project budget and submitting written monthly invoices. It is assumed that Consultant will attend no meetings during construction.

b. Submittal Review

Shop drawings and submittals shall be reviewed in sufficient detail to determine that the submitted item conforms to the intent of the Plans and Specifications; review laboratory, shop and mill test results of material and equipment.

This scope assumes 30 initial submittals at an average of review time of 6 hours per submittal and 10 resubmittals at an average of 4 hours per resubmittal.

c. Requests for Information (RFIs).

Review RFIs and respond to design-related requests for clarifications, information, and proposals to help assist the City in resolving construction conflicts.

The scope assumes a total of 10 RFIs at an average review time of 4 hours per RFI response.

d. Construction Change Requests (CCRs)/Design Clarifications(DCs)

Prepare design related CCRs/DCs and review the Contractor's cost proposal at the request of the City.

The scope assumes a total of 2 CCRs/DCs at an average review or preparation effort of 6 hours each.

e. Record Drawings

Based on record drawing markups received from the Contractor and City, generate a complete set of Record Drawings.

f. Operations and Maintenance (O&M) Manual Update

The Consultant will assemble O&M documentation provided by all equipment vendors and update the City's existing O&M Manual with the new equipment installed as part of this project.

g. Startup Assistance

Develop general plan of operation for Process start-up. The plan shall be a brief listing, which summarizes operating modes and equipment settings and provides a listing of major equipment. Provide design assistance during the startup and testing operations. Assistance shall include data review, process control recommendations, and general oversight of equipment startup.

## **DELIVERABLES**

- Monthly invoices and associated progress letter reports.
- 90% drawings and specifications in print-ready PDF format.
- Final drawings and specifications in print-ready PDF format.
- Conformed drawings and specifications following bidding in PDF format.
- Written responses to RFIs.
- Written comments on submittals and resubmittals.
- Written review comments on change order requests.
- Operator training documents in PDF format.
- Record drawings and specifications following bidding in PDF format.
- O&M manual updates in PDF format.

## **Assumptions**

This scope is based on the following assumptions:

- The design task will take 6 months.
- The construction period is 6 months.
- Concrete repair will be limited to the surface of the existing structure and no new concrete or rebar will be required.
- The existing motor starters, controls, conduits, and wires can be reused.
- Telemetry will be added to the existing MCC as part of a future project.
- There are no modifications to the existing piping at the pump station.
- There will be no earthwork, grading, or paving.
- The City will provide front end specifications (Division 0) based on the City's standard specifications and modified by Consultant as approved by the City. Consultant will provide specifications Division 1 through 17 based on Consultant's standard specifications in CSI format.

It is assumed the City will complete the following tasks:

- Manage printing, advertisement, and sale of contract documents during the bid period.
- Issue bid packages to prospective bidders and maintain bid tabs.
- Answer procedural questions from the prospective bidders.

**City of Woodland South Pond Pump Station Improvement Project  
DESIGN SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION ESTIMATE  
PRELIMINARY DRAWING LIST**

| Sheet Count                  | Drawing # |   |    | Drawing Name                        | Total Hours |
|------------------------------|-----------|---|----|-------------------------------------|-------------|
| General Drawings             |           |   |    |                                     |             |
| 1                            | G         | - | 01 | Cover Sheet                         | 4           |
| 2                            | G         | - | 02 | Drawing Index                       | 4           |
| 3                            | G         | - | 03 | Abbreviations                       | 4           |
| 4                            | G         | - | 04 | Legend and Linework                 | 4           |
| 5                            | G         | - | 05 | General Symbols                     | 4           |
| 6                            | G         | - | 07 | Site Plan                           | 6           |
| Typical Details              |           |   |    |                                     |             |
| 7                            | T         | - | 01 | Typical Details - General           | 4           |
| 8                            | T         | - | 02 | Typical Details - General           | 4           |
| 9                            | T         | - | 03 | Typical Details - Civil             | 4           |
| 10                           | T         | - | 04 | Typical Details - Civil             | 4           |
| 11                           | T         | - | 04 | Typical Details - Electrical        | 4           |
| 11                           | T         | - | 05 | Typical Details - Mechanical        | 4           |
| 12                           | T         | - | 06 | Typical Details - Mechanical        | 4           |
| 13                           | T         | - | 04 | Typical Details - Instrumentation   | 4           |
| 14                           | T         | - | 08 | Typical Details - Structural        | 4           |
| 15                           | T         | - | 09 | Typical Details - Structural        | 4           |
| Demolition                   |           |   |    |                                     |             |
| 16                           | D         | - | 01 | Demolition Plan                     | 8           |
| 17                           | D         | - | 02 | Demolition Section and Details      | 8           |
| Structural                   |           |   |    |                                     |             |
| 18                           | S         | - | 01 | Structural Details and Anchorage    | 40          |
| Mechanical                   |           |   |    |                                     |             |
| 19                           | M         | - | 01 | Top Plan and Bottom Plan            | 40          |
| 20                           | M         | - | 03 | Sections and Details                | 40          |
| Electrical                   |           |   |    |                                     |             |
| 21                           | E         | - | 01 | Electrical Legend and General Notes | 4           |
| 22                           | E         | - | 02 | Electrical Abbreviations            | 4           |
| 23                           | E         | - | 03 | Site Plan                           | 20          |
| Instrumentation and Controls |           |   |    |                                     |             |
| 24                           | N         | - | 01 | Symbols and Abbreviations - 1       | 4           |
| 25                           | N         | - | 02 | Symbols and Abbreviations - 2       | 4           |
| 26                           | N         | - | 03 | P&ID                                | 24          |
| Total Number of Hours        |           |   |    |                                     | 262         |
| Total Number of Drawings     |           |   |    |                                     | 27          |

| ATTACHMENT 1                                                                        |                                          |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
|-------------------------------------------------------------------------------------|------------------------------------------|---------------|-----|-----|-----|----------|----|-------------|--------------------------|----------------|---------|----------------------|-----------------|----------|---------|------------|----------------|-----------|
| DESIGN SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION LABOR AND FEE ESTIMATE |                                          |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
| SOUTH POND PUMP STATION IMPROVEMENT PROJECT                                         |                                          |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
| CITY OF WOODLAND                                                                    |                                          |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
| December 15, 2017                                                                   |                                          |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
| Task Task Description                                                               |                                          | Carollo Labor |     |     |     |          |    |             | Other Direct Costs (ODC) |                |         |                      |                 |          |         | Total Cost |                |           |
|                                                                                     |                                          | PIC           | PM  | PE  | Eng | Drafting | WP | Total Hours | Labor Cost               | Subconsultants |         |                      | PECE            | Printing | Mileage |            | Total ODC Cost |           |
|                                                                                     |                                          |               |     |     |     |          |    |             |                          | Survey         | Geotech | Subtotal             |                 |          | Trips   |            |                | Amount    |
| 1.0                                                                                 | Design                                   | 9             | 74  | 100 | 80  | 92       | 13 | 368         | \$63,239                 | \$0            | \$0     | \$0                  | \$4,306         | \$0      | 3       | \$143      | \$4,449        | \$67,759  |
|                                                                                     | a Project Management and Meetings        |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
|                                                                                     | Project Management                       | 4             | 16  | 0   | 0   | 0        | 0  | 20          | \$4,584                  | \$0            | \$0     | \$0                  | \$234           | \$0      | 0       | \$0        | \$234          | \$4,818   |
|                                                                                     | Meetings                                 | 0             | 8   | 8   | 4   | 0        | 0  | 20          | \$3,792                  | \$0            | \$0     | \$0                  | \$234           | \$0      | 2       | \$143      | \$377          | \$4,169   |
|                                                                                     | b Contract Document Development          |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
|                                                                                     | 90% Submittal                            | 2             | 26  | 51  | 39  | 69       | 10 | 197         | \$31,886                 | \$0            | \$0     | \$0                  | \$2,299         | \$0      | 0       | \$0        | \$2,299        | \$34,185  |
|                                                                                     | Final Submittal                          | 1             | 9   | 17  | 13  | 23       | 3  | 66          | \$10,629                 | \$0            | \$0     | \$0                  | \$766           | \$0      | 0       | \$0        | \$766          | \$11,395  |
|                                                                                     | c Site Visits                            | 0             | 8   | 8   | 16  | 0        | 0  | 32          | \$5,880                  | \$0            | \$0     | \$0                  | \$374           | \$0      | 1       | \$72       | \$446          | \$6,326   |
|                                                                                     | d Construction Cost Estimate             | 2             | 8   | 16  | 8   | 0        | 0  | 34          | \$6,468                  | \$0            | \$0     | \$0                  | \$398           | \$0      | 0       | \$0        | \$398          | \$6,866   |
| 2.0                                                                                 | Bid Period Assistance                    | 1             | 8   | 13  | 8   | 12       | 4  | 46          | \$7,684                  | \$0            | \$0     | \$0                  | \$538           | \$0      | 1       | \$72       | \$610          | \$8,294   |
|                                                                                     | a Attend Pre-Bid Conference              | 0             | 4   | 4   | 0   | 0        | 0  | 8           | \$1,548                  | \$0            | \$0     | \$0                  | \$94            | \$0      | 1       | \$72       | \$165          | \$1,713   |
|                                                                                     | b Addenda Preparation                    | 0             | 2   | 4   | 4   | 0        | 0  | 10          | \$1,818                  | \$0            | \$0     | \$0                  | \$117           | \$0      | 0       | \$0        | \$117          | \$1,935   |
|                                                                                     | c Bid Opening/Evaluation                 | 1             | 2   | 1   | 0   | 0        | 0  | 4           | \$894                    | \$0            | \$0     | \$0                  | \$47            | \$0      | 0       | \$0        | \$47           | \$941     |
|                                                                                     | d Conformed Drawings and Specifications  | 0             | 0   | 4   | 4   | 12       | 4  | 24          | \$3,424                  | \$0            | \$0     | \$0                  | \$281           | \$0      | 0       | \$0        | \$281          | \$3,705   |
| 3.0                                                                                 | Engineering Services During Construction | 2             | 84  | 156 | 76  | 8        | 2  | 328         | \$60,126                 | \$0            | \$0     | \$0                  | \$3,838         | \$0      | 0       | \$0        | \$3,838        | \$63,964  |
|                                                                                     | a Project Management                     | 2             | 6   | 0   | 0   | 0        | 0  | 8           | \$1,866                  | \$0            | \$0     | \$0                  | \$94            | \$0      | 0       | \$0        | \$94           | \$1,960   |
|                                                                                     | b Submittal Review                       | 0             | 55  | 110 | 55  | 0        | 0  | 220         | \$40,425                 | \$0            | \$0     | \$0                  | \$2,574         | \$0      | 0       | \$0        | \$2,574        | \$42,999  |
|                                                                                     | c RFI's                                  | 0             | 10  | 20  | 10  | 0        | 0  | 40          | \$7,350                  | \$0            | \$0     | \$0                  | \$468           | \$0      | 0       | \$0        | \$468          | \$7,818   |
|                                                                                     | d CCR's/DC's                             | 0             | 3   | 6   | 3   | 0        | 0  | 12          | \$2,205                  | \$0            | \$0     | \$0                  | \$140           | \$0      | 0       | \$0        | \$140          | \$2,345   |
|                                                                                     | e Record Drawings                        | 0             | 2   | 8   | 4   | 8        | 0  | 22          | \$3,562                  | \$0            | \$0     | \$0                  | \$257           | \$0      | 0       | \$0        | \$257          | \$3,819   |
|                                                                                     | f O&M Manual                             | 0             | 4   | 8   | 0   | 0        | 2  | 14          | \$2,474                  | \$0            | \$0     | \$0                  | \$164           | \$0      | 0       | \$0        | \$164          | \$2,638   |
|                                                                                     | g Startup Assistance                     | 0             | 4   | 4   | 4   | 0        | 0  | 12          | \$2,244                  | \$0            | \$0     | \$0                  | \$140           | \$0      | 0       | \$0        | \$140          | \$2,384   |
| Project Totals =                                                                    |                                          | 12            | 166 | 269 | 164 | 112      | 19 | 742         | \$131,049                | \$0            | \$0     | \$0                  | \$8,681         | \$0      | 4       | \$215      | \$8,896        | \$140,017 |
| Legend:                                                                             |                                          |               |     |     |     |          |    |             |                          |                |         |                      | ODC Unit Costs: |          |         |            |                |           |
| PIC                                                                                 | Partner-in-Charge                        |               |     |     |     |          |    |             |                          |                |         | PECE (\$/hr):        |                 | \$11.70  |         |            |                |           |
| PM                                                                                  | Project Manager                          |               |     |     |     |          |    |             |                          |                |         | Mileage (\$/mi):     |                 | \$0.535  |         |            |                |           |
| PE                                                                                  | Project Engineer                         |               |     |     |     |          |    |             |                          |                |         | Miles per Roundtrip: |                 | 134      |         |            |                |           |
| Eng                                                                                 | Staff Engineer                           |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
| WP                                                                                  | Word Processor                           |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |
| PECE                                                                                | Project Equipment Communication Expense  |               |     |     |     |          |    |             |                          |                |         |                      |                 |          |         |            |                |           |





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 15.  
SUBJECT: Professional Services Agreement for Plan Checking and Building Inspection Services

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$200,000; and authorize the City Manager to execute the agreement.

**Staff Contact:**

Paul Siegel, Chief Building Official, (530) 661-5819, paul.siegel@cityofwoodland.org

**Fiscal Impact:**

Revenues collected from permit fees will offset all consultant expenses incurred.

**Report in Brief:**

**Background:**

The Building Division is responsible for managing permitting, plan review, and building inspection functions for construction projects in Woodland. These services are met by utilizing staff for baseline workload and professional consultants during periods of heavy activity. In 2013, the City initiated the RFP process for these services and Interwest Consulting was chosen based on their competitive pricing and high quality staff.

The City entered into contract with Interwest in April of 2013 for as-needed plan check and inspection services with a not-to-exceed amount of \$50,000 with the option to renew the agreement annually for not more than five additional one-year terms. Since 2013, the City has executed four amendments to the contract to extend services for an additional 12-months and limited to \$50,000 per amendment.

**Discussion:**

The current contract amendment expires February 2018. Rather than initiate a contract amendment that spans two fiscal years, staff is recommending a new contract that better coincides with the City's fiscal year.

Additionally, staff is recommending a not-to-exceed amount of \$200,000 for services. This amount coincides with fees the City has already received for plan check and inspection services that have been "reserved" for this purpose in a balance sheet account. The improved economy and associated new housing development has necessitated greater use of Interwest to assist with the increased workload in both plan review and building inspection.

Interwest has an experienced staff that holds current ICC Certifications and is well versed in California Amendments to the codes. They have offices in Roseville and are able to quickly respond to our needs including 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 5 to 7 days. Applicants are also allowed to pay an "expedited" fee for a "5 working day" plan check correction turnaround on the first check should it be needed.

Staff has been very pleased with Interwest's work since 2013 and would like to continue utilizing their services to meet current and future work-load needs.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, approving a professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$200,000; and authorize the City Manager to execute the agreement.

Prepared By: Lynn Johnson, Senior Management Analyst

Reviewed By: Paul Siegel, Chief Building Official



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description         | Upload Date | Type       |
|---------------------|-------------|------------|
| Resolution          | 1/5/2018    | Resolution |
| Consultant Contract | 1/5/2018    | Contract   |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPROVING AN AGREEMENT WITH INTERWEST CONSULTING GROUP FOR  
PLAN CHECKING & BUILDING INSPECTION SERVICES**

**WHEREAS**, the City of Woodland wishes to enter into an agreement with Interwest Consulting Group to provide as-needed Plan Checking and Building Inspection Services; and

**WHEREAS**, the City selected Interwest Consulting Group in 2013 through a quality based selection process; and

**WHEREAS**, the City has been under contract with Interwest Consulting Group since April 2013 that will expire February 2018; and

**WHEREAS**, the services of Interwest Consulting Group are still needed to provide as-needed plan checking and building inspection services through FY2018; and

**WHEREAS**, the City Council wishes to approve a consultant contract not to exceed \$200,000 to provide services; and

**WHEREAS**, the Community Development Department has already collected fees for such services that have been set aside to cover the cost of consultant services up to \$200,000; and

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

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

Section 1. The City Council hereby approves the Agreement with Interwest Consulting Group in an amount not to exceed \$200,000 and authorizes the City Manager to execute the Agreement.

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

PASSED AND ADOPTED this 16<sup>th</sup> day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

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Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND  
PROFESSIONAL SERVICES AGREEMENT  
FOR AS-NEEDED  
PLAN CHECK AND INSPECTION CONSULTANT SERVICES**

|      |  |
|------|--|
| CM # |  |
|------|--|

This Agreement is made and entered into this \_\_\_\_\_ day of January, 2018 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 Building Plan Check and Building 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 Building Plan Check and Building Inspection Services for the Building Division on an as-needed basis necessary for the project (“Services”) 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 Building Plan Check and Building 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 **January 1, 2018 to June 30, 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 as requested by the City on an as-needed basis, within the term of this Agreement, and shall meet any other established schedules and deadlines.

## **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 **two hundred thousand dollars** (\$200,000) without written approval of the 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**.

5.3.1 City's Representative. The City hereby designates **Paul Siegel, Chief Building Official**, 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 **Ron Beehler, SE**, 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  
300 First Street  
Woodland, CA 95695  
Attn: Paul Siegel, Chief Building Official

Consultant:

Interwest Consulting Group  
8150 Sierra College Blvd., Suite 100  
Roseville, CA 95661  
Attn: Roger Peterson, SE

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 subsections.

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: \_\_\_\_\_  
Paul Navazio  
City Manager

By: \_\_\_\_\_  
Ron Beehler, SE, CBO

*Attest:*

By: \_\_\_\_\_  
Ana Gonzalez  
City Clerk

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **PLAN REVIEW SERVICES**

Plan review of residential, commercial and industrial buildings and structures of compliance with the most recently (currently 2010) adopted version of the California Building Code, California Mechanical Code Chapter 6 and 9, California Plumbing Code, California Electrical Code. The City of Woodland Municipal Code, Accessibility, California Energy Efficiency Standards as mandated by State Title 24, Green Building Standards.

Structural design compliance review with the submitted Geotechnical Report findings and recommendations (if approved by the Building Official) and Ground Motion Hazard Analysis findings and recommendations for design and construction.

All plan review will comply with the City’s directives, codes and policies. Plan check may include review of any or all of the following design elements as determined by the City:

Architectural and life-safety; Structural; Electrical; Plumbing; Mechanical; Energy Conservation Regulations (Title 24); Disabled Access Regulations; Green Building Standards and LEED certification; Flood Zone compliance review; and OSHPD 3.

#### **BUILDING INSPECTION SERVICES**

Consultant will provide ICC/CASp certified inspectors to perform all building and safety and grading inspections. Inspectors will be fully certified to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents.

Consultant’s inspectors will inspect projects for conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Consultants’ inspectors will complete all necessary City forms and documents as required to provide seamless service. Staff assigned to the City will contact the Building Official for interpretations, local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. Inspectors will report directly to the Building Official or other person designated for all project-related work. Inspections will be provided on a same day or next day basis.

#### **IN-HOUSE BUILDING PERMIT TECHNICIAN**

Upon request by the City, Consultant will provide a qualified and customer service-oriented permit technician to handle the counter, answer phone calls, and issue permits. Consultant’s permit technician will be familiar with the City of Woodland’s plan intake procedures, fee calculations, tracking systems, permit issuance and customer service expectations as required to provide seamless service to the City’s clients. Consultant will provide all materials, resources, tools and

training necessary for the permit technicians to perform their assigned duties. The assigned permit technician shall perform their required duties at the City of Woodland Building Department under the direction of City staff.

#### **IN-HOUSE BUILDING PLAN CHECK**

Upon request by the City, Consultant will provide a qualified plan checker to perform in-house plan review services on an as-needed basis. Consultant will perform plan reviews using the City of Woodland's forms, policies and procedures as required to provide seamless service. Consultant will provide all materials, resources, tools and training necessary for the plans examiner to perform their assigned duties. The assigned plans examiner shall perform their required duties at the City of Woodland Building Department under the direction of City staff.

#### **PLAN CHECK RELATED MEETINGS**

Upon request by the City, Consultant's Plans Examiners and Inspectors will be available for pre-construction or pre-design meetings, field visits, contacts with the design team and project owners as needed. Consultant will be provide with a 24 hours notice for this service.

#### **PLAN DELIVERY**

Consultant will arrange for pick-up and delivery of all plan review documents at no additional cost to the City. Consultant's Roseville office will make arrangements for pick-up and delivery with their shipping vendor and provide bags and shipping labels for the City's use. Pick up, delivery and approval of documents are included in the specified turn-around times.

## 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 |
|-------------------------------|--------------------------------------|------------------------------------------|
| <b>Residential:</b>           |                                      |                                          |
| New Construction              | 10 Working Days                      | 5 Working Days                           |
| Addition                      | 10 Working Days                      | 5 Working Days                           |
| Remodel                       | 10 Working Days                      | 5 Working Days                           |
| <b>Commercial/Industrial:</b> |                                      |                                          |
| 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 REVIEW TURNAROUND SCHEDULE

| Type of Project               | Turn Around Time First Check | Turn Around Time Recheck |
|-------------------------------|------------------------------|--------------------------|
| <b>Residential:</b>           | <b>EXPEDITED PLAN CHECK</b>  |                          |
| New Construction              | 7 Working Days               | 5 Working Days           |
| Addition                      | 7 Working Days               | 5 Working Days           |
| Remodel                       | 7 Working Days               | 5 Working Days           |
| <b>Commercial/Industrial:</b> | <b>EXPEDITED PLAN CHECK</b>  |                          |
| New Construction*             | 7 Working Days               | 5 Working Days           |
| Addition                      | 7 Working Days               | 5 Working Days           |
| Remodel/Tenant Improvement    | 7 Working Days               | 5 Working Days           |

\*For large commercial/industrial projects where the valuations exceed \$5 million, expedited plan review schedules will be negotiated on a case-by-case basis.

## **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 62% 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 back check reviews 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.

#### **EXPEDITED PLAN REVIEW SERVICES FEES**

Interwest Consulting Group can provide expedited or fast-track plan review services based on the availability of staff. Fees for expedited plan reviews will be charged at a rate of 1.25 time the rate specified for typical plan reviews as noted above. For larger complex projects where the valuation exceeds \$5 million, expedited plan review will be negotiated on a case-by case basis. Time frames for performance of expedited or fast-track plan review services will be as shown in the *Schedule of Services*.

#### **FREE PICK UP & DELIVERY**

There is no charge for courier or shipping services.

**[CONTINUE EXHIBIT “C” ON NEXT PAGE]**

**EXHIBIT “C”**  
**COMPENSATION**

**FEE STRUCTURE FOR PERSONNEL**

In-house plan review services, building official, permit technician, inspection service can be provided at the hourly rates listed in the Consultant’s *Schedule of Hourly Billing Rates* shown below.

| Personnel                            | All Inclusive Hourly Rates | Additional Fees, Hourly Minimums, etc. |
|--------------------------------------|----------------------------|----------------------------------------|
| Certified Building Official          | \$130                      | Four hour min. for in-house services   |
| Licensed Engineer Plans Examiner     | \$120                      | Four hour min. for in-house services   |
| Licensed Architect Plans Examiner    | \$120                      | Four hour min. for in-house services   |
| Engineering Plans Examiner           | \$95                       | Four hour min. for in-house services   |
| Senior Certified Plans Examiner      | \$80                       | Four hour min. for in-house services   |
| Residential Certified Plans Examiner | \$70                       | Four hour min. for in-house services   |
| Fire Plans Examiner/Inspector*       | \$90                       | Four hour min. for in-house services   |
| CASp Specialist                      | \$85                       | Four hour min. for in-house services   |
| In-House Permit Technician           | \$55                       | Four hour min. for in-house services   |
| Certified Inspector III*             | \$80                       | Four hour min. for in-house services   |
| Certified Inspector II*              | \$65                       | Four hour min. for in-house services   |
| Certified Inspector I*               | \$50                       | Four hour min. for in-house services   |

\*Mileage charged at current IRS rate while providing inspections





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 16.  
SUBJECT: Correction to Hiddleson Pool Demolition Project CIP from 17-03 to 17-13

**Recommendation for Action:**

Staff recommends that the City Council rescind Resolution No. 6978 previously adopted at the December 19th Council meeting and adopt Resolution No. 6978-A accepting the Hiddleson Pool Demolition Project, CIP 17-13, as complete and authorizing the City Clerk to file a Notice of Completion.

**Staff Contact:**

Ana B. Gonzalez, City Clerk, 530-661-5806, [ana.gonzalez@cityofwoodland.org](mailto:ana.gonzalez@cityofwoodland.org)

**Discussion:**

This item was previously submitted to Council on the December 19th agenda referencing CIP 17-03. The correct project number is CIP 17-13.

Staff is recommending that the City Council rescind previously adopted Resolution No. 6978 and adopt Resolution No. 6978-A referencing CIP 17-13 as the correct project number for the Hiddleson Pool Demolition Project.

Prepared By: Ana B. Gonzalez, City Clerk

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Paul Navazio, City Manager





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 17.  
SUBJECT: Adopt City of Woodland Public Safety and Citizen Flood Maps

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, adopting the City of Woodland Public Safety and Citizen Flood Maps.

**Staff Contact:**

Tim Busch, Principal Utilities Engineer, (530) 661-5963, [tim.busch@cityofwoodland.org](mailto:tim.busch@cityofwoodland.org)

**Fiscal Impact:**

The Flood Safety Plan was developed by Yolo County through a Flood Emergency Response Grant from the State of California Department of Water Resources. The grant funds development of flood emergency response planning and mapping services for cities and unincorporated areas throughout the County.

There is no impact to the General Fund.

**Background:**

The Yolo County Flood Response Project addresses the State priorities of 1) improving local flood emergency plans and maps and incorporating them into multi-hazard emergency response plans; and 2) improving regional and interagency coordination. The project was developed in accordance with the Federal Integrated Planning System (IPS) and Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101, as well as applicable standards of the California Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).

**Discussion:**

The project included developing Flood Safety Plans for cities and levee maintaining agencies. These Flood Safety Plans consist of a Public Safety Map and a Citizen Map. The Public Safety Map was developed in close consultation with City staff. The Public Safety Map identifies tactical facilities, staging areas, critical facilities, and evacuation routes among other assets and options. The purpose of these Public Safety Maps is to provide both City and County Flood Emergency Response Personnel with a listing of potentially available assets, critical facilities, and potential evacuation routes during an active emergency. These maps were also developed for the surrounding cities in Yolo County and the supporting spatial data is housed at the Yolo County GIS Department. The shared nature of this data will permit City Flood Emergency Response Personnel to more closely coordinate with surrounding jurisdictions to permit a more comprehensive and unified Flood Fight Response.

The Citizen Maps are intended to provide the general public with information on where to go for evacuation assistance if an evacuation order is issued and were developed from information provided by City Staff, including Police and Fire Personnel. They provide general guidelines on which routes to use during an evacuation and provide rally points where transportation out of the evacuated area can be obtained.

The data collected during the development of these maps has been used by Yolo County Office of Emergency Services to develop Countywide Flood Emergency Response and Coordination Plans. These Countywide plans will enable Yolo County Office of Emergency Services to better assist, coordinate, and facilitate Flood Emergency Responses both

within the City of Woodland and throughout Yolo County.

The adoption of this Flood Public Safety Map and Citizen Map does not relinquish the jurisdiction's authority or otherwise limit freedom of action for the City to respond to a Flood Emergency. The adoption of this City of Woodland Flood Public Safety Map and Citizen Map is requested by Yolo County Office of Emergency Services so that Yolo County may adopt these (and other) Flood Safety Plans and comply with State Grant requirements.

The documents are in compliance with California Water Code Section 9650 and AB 165 Flood Control.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, adopting the City of Woodland Flood Safety Plan.

Prepared By: Tim Busch, Principal Utilities Engineer

Reviewed By: Brent Meyer, City Engineer



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description           | Upload Date | Type       |
|-----------------------|-------------|------------|
| A - Resolution        | 1/2/2018    | Resolution |
| B - Public Safety Map | 12/19/2017  | Map        |
| C - Citizen Map East  | 12/19/2017  | Map        |
| D - Citizen Map West  | 12/19/2017  | Map        |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
ADOPTING THE CITY OF WOODLAND FLOOD SAFETY PLAN.**

**WHEREAS**, the City of Woodland wishes to adopt the City of Woodland Flood Safety Plan.

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

Section 1. The City Council hereby adopts the City of Woodland Flood Safety Plan.

Section 2. Copies of the Flood Safety Plan are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Enrique Fernandez, Mayor

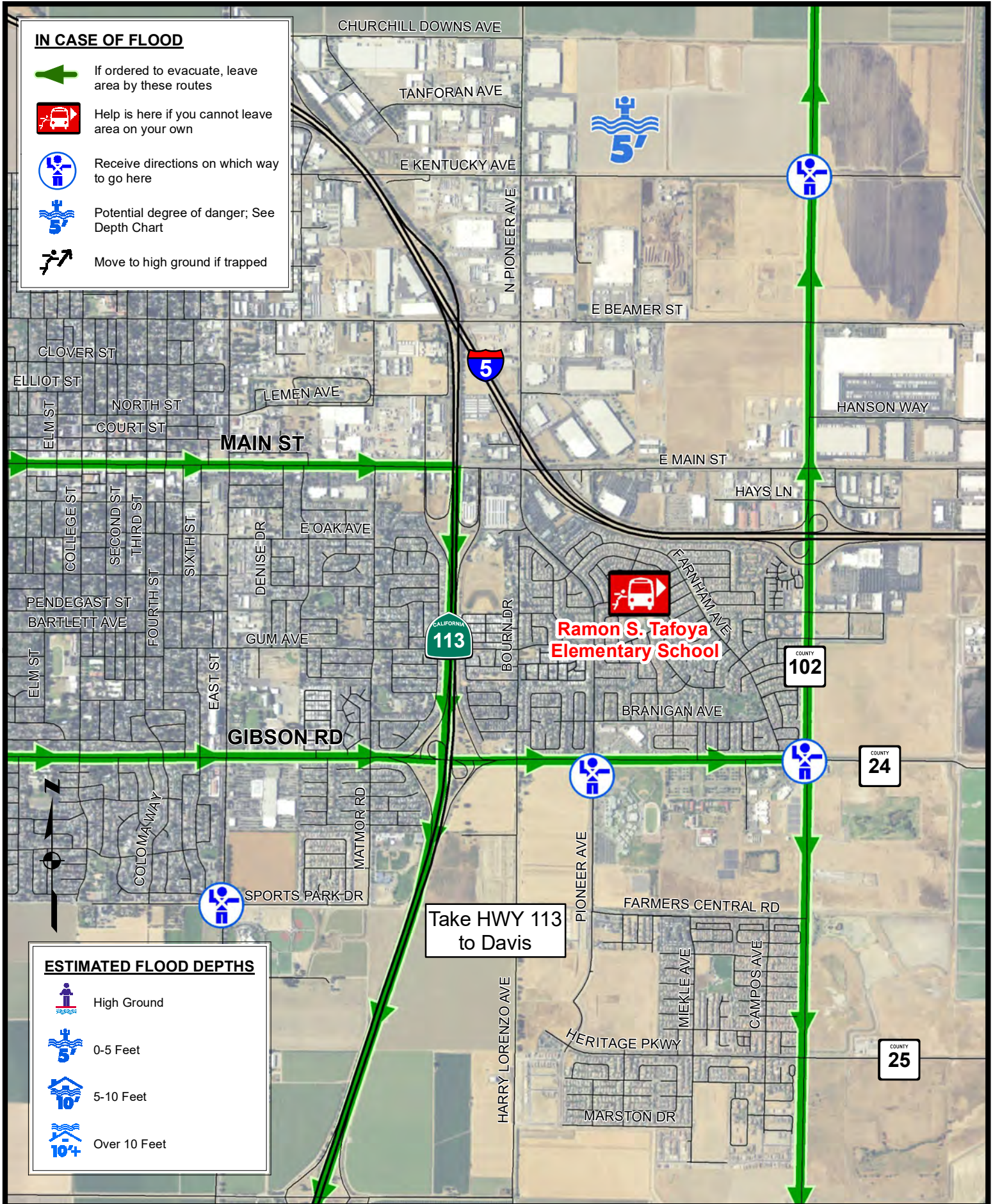
ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk



## IN CASE OF FLOOD

-  If ordered to evacuate, leave area by these routes
-  Help is here if you cannot leave area on your own
-  Receive directions on which way to go here
-  Potential degree of danger; See Depth Chart
-  Move to high ground if trapped



## ESTIMATED FLOOD DEPTHS

-  High Ground
-  0-5 Feet
-  5-10 Feet
-  Over 10 Feet



## East Woodland Evacuation Map

Yolo County Office of Emergency Services

City of Woodland, Kjeldsen, Sinnock & Neudeck, Inc. Page 205

Aerial Imagery Source: DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

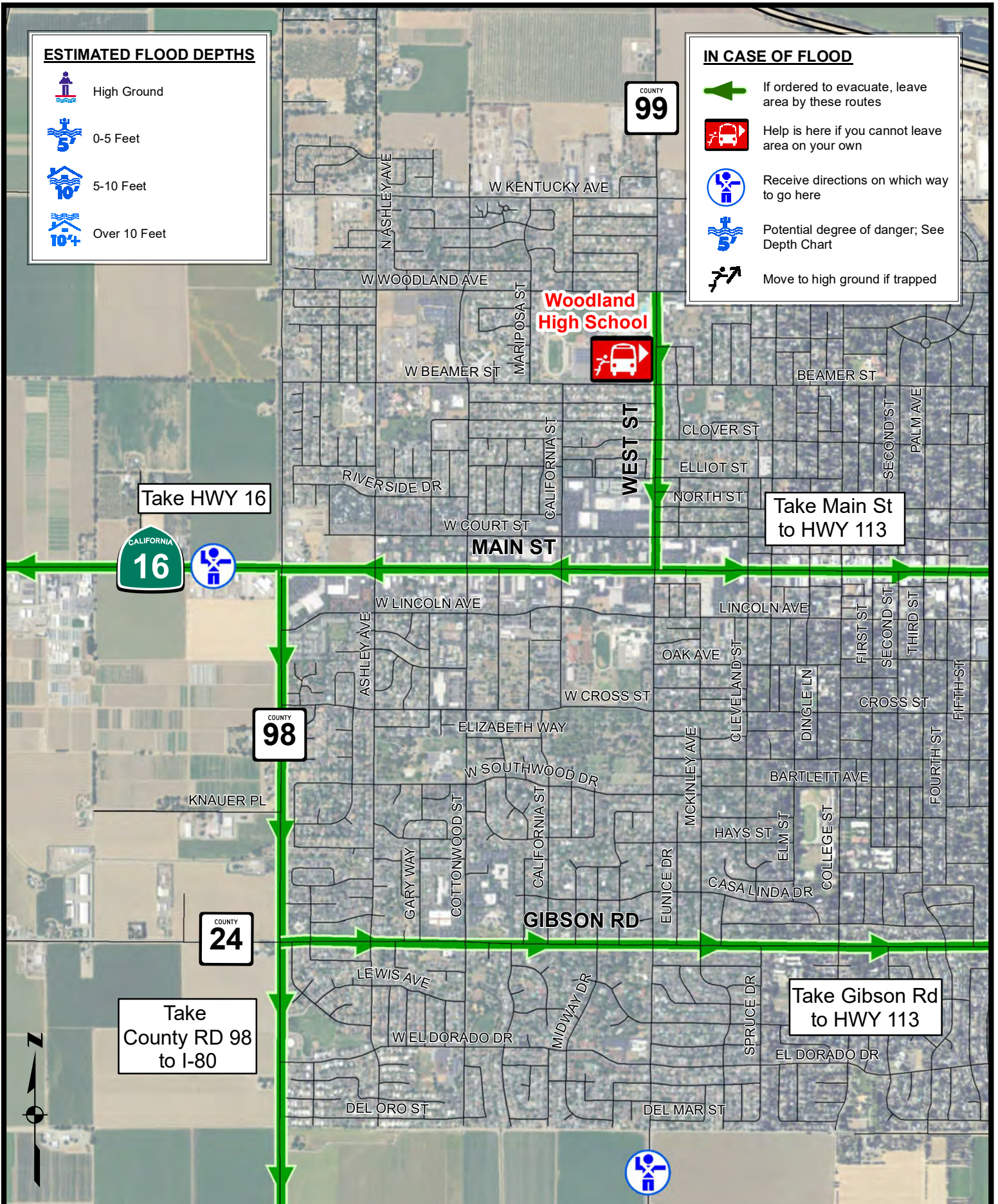


## ESTIMATED FLOOD DEPTHS

-  High Ground
-  0-5 Feet
-  5-10 Feet
-  Over 10 Feet

## IN CASE OF FLOOD

-  If ordered to evacuate, leave area by these routes
-  Help is here if you cannot leave area on your own
-  Receive directions on which way to go here
-  Potential degree of danger; See Depth Chart
-  Move to high ground if trapped



## West Woodland Evacuation Map

Yolo County Office of Emergency Services

City of Woodland, Kjeldsen, Sinnock & Neudeck, Inc. Page 206

Aerial Imagery Source: DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**KJELDEN SINNOCK NEUDECK**  
CIVIL ENGINEERS & LAND SURVEYORS



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 18.  
SUBJECT: FEMA Assistance to Firefighters Grant (AFG)

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager and the Fire Department to:

1. Submit a FEMA Assistance to Firefighters Grant (AFG) application for self-contained breathing apparatus (SCBAs) and related equipment;
2. Approve City of Woodland to be the Host Agency and to create a MOU with partner agencies including Willow Oak Fire Protection District and the West Plainfield Fire Protection District wherein the partner agencies agree to pay matching funds as required by FEMA for their portion of the requested equipment;
3. Accept grant funding, if awarded, and approve the initial expenditure for the total equipment costs of approximately \$440,000. Of this amount, approximately \$430,500 will be reimbursed by FEMA and partner agencies as outlined in the MOU and required by FEMA.

**Staff Contact:**

Rebecca Ramirez, Fire Chief, (530) 661-5861, [becky.ramirez@cityofwoodland.org](mailto:becky.ramirez@cityofwoodland.org)

**Fiscal Impact:**

The AFG award reimburses 90% of equipment costs, requiring a 10% recipient match. Should the grant be awarded, the City of Woodland would be responsible for the initial purchase, approximately \$440,000, as the Host Agency. Of this, 90% will be reimbursed by FEMA and each partner agency will then be required to make a 10% match for their share of the equipment as outlined by the MOU and required by FEMA.

The partner agencies, Willow Oak Fire Protection District and West Plainfield Fire Protection District, will be requesting a myriad of SCBA equipment that will total approximately \$345,000 with a combined match of \$34,500, all which will be reimbursed to the City of Woodland by FEMA and the partner agencies.

The Woodland Fire Department will be requesting a new SCBA fill station, compressor and related equipment. Totaling approximately \$95,000. The matching funds required for the City of Woodland's cost share will be approximately \$9,500. This would be the only non-reimbursable cost to the City of Woodland.

**Background:**

The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated Emergency Medical Services organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

The Fire Department is in critical need of a SCBA fill station. SCBAs or self-contained breathing apparatus are used by firefighters and rescue workers while operating in areas of immediate danger to life and health such as inside a structure fire or areas that contain a toxic atmosphere. A fill station is required for the Department to be able to fill the SCBA bottles with compressed air. The fill station allows the bottles to be filled at the appropriate pressure and monitors for

air quality to ensure firefighter safety. This clean air is what allows firefighters to breath safely in dangerous conditions.

**Discussion:**

The Department's current SCBA fill station is over 25 years old. Located at Fire Station 3, this unit is vital to the health and safety of firefighters not only in in Woodland but also for our surrounding mutual aid partners throughout Yolo County. Due to the age of the unit, it is becoming increasingly unreliable and replacement parts are becoming harder to find making repair and maintenance of the unit difficult.

Additionally, the safety cage is not rated for the pressures required to fill the new style SCBA bottles. Therefore, the current compressor is unable to fill the bottles of newly acquired SCBA equipment that is in use by many other Yolo County agencies because the unit will not generate enough pressure to fill the bottles adequately. In the next few years, the Woodland Fire Department will also be upgrading to these new SCBAs at which time the current fill station will be rendered obsolete. As a good regional partner, replacing the out dated equipment will ensure that we are able to meet the needs of the region and our department for years to come.

Because the fill station is a vital piece of equipment for fire operations, the current unit will still need to be replaced even if the grant is not awarded. The full cost is approximately \$95,000 which the Department has requested in the FY19 budget should the grant be unsuccessful.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager and the Fire Department to:

1. Submit a FEMA Assistance to Firefighters Grant (AFG) application for self-contained breathing apparatus (SCBAs) and related equipment;
2. Approve City of Woodland to be the Host Agency and to create a MOU with partner agencies including Willow Oak Fire Protection District and the West Plainfield Fire Protection District wherein the partner agencies agree to pay matching funds as required by FEMA for their portion of the requested equipment;
3. Accept grant funding, if awarded, and approve the initial expenditure for the total equipment costs of approximately \$440,000. Of this amount, approximately \$430,500 will be reimbursed by FEMA and partner agencies as outlined in the MOU and required by FEMA.

Prepared By: Erik Komula, Fire Captain

Reviewed By: Rebecca Ramirez, Fire Chief



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description    | Upload Date | Type       |
|----------------|-------------|------------|
| AFG Resolution | 1/11/2018   | Resolution |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR  
THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT, ENTER INTO A MOU WITH  
PARTNER AGENCIES AND, IF AWARDED, ACCEPT THE GRANT AND APPROVE  
INITIAL EXPENDITURE.**

***WHEREAS***, the primary goal of the Assistance to Firefighters Grant (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments by funding critically needed resources to equip and train emergency personnel; and

***WHEREAS***, the Woodland Fire Department is in critical need of a replacement SCBA fill station in order to maintain the health and safety of not only the members of the Woodland Fire Department but also for members of our mutual aid partners throughout Yolo County; and

***WHEREAS***, award of the AFG would reimburse 90% of the cost of the SCBA fill station with a 10% City match; and

***WHEREAS***, this collaborative endeavor with Willow Oak Fire Protection District and West Plainfield Fire Protection District further serves to continue the ongoing partnership in the region and enhance standardized operations and equipment while also providing the highest level of safety for our firefighters; and

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

**SECTION 1.** That the City Council hereby authorizes the City Manager or his designee to submit an application for the Assistance for Firefighters Grant for SCBAs and related equipment; and

**SECTION 2.** Approves City of Woodland to be the Host Agency and authorized the City Manager or his designee to create a MOU with partner agencies including Willow Oak Fire Protection District and the West Plainfield Fire Protection District wherein the partner agencies agree to pay matching funds as required by FEMA for their portion of the requested equipment; and

**SECTION 3.** If awarded, the City Manager is hereby authorized to accept the grant and approve the initial expenditure of the total equipment costs of approximately \$440,000, of which approximately \$430,500 will be reimbursed by FEMA and partner agencies as outlined in the MOU and required by FEMA.

**PASSED AND ADOPTED** by the City Council this 16<sup>TH</sup> day of January, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Enrique Fernandez, Mayor

**ATTEST:**

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Ana B. Gonzales, City Clerk

**APPROVED AS TO FORM:**

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Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 19.  
SUBJECT: Authorization to Purchase Two (2) Replacement Ford  
Interceptor Utility Police Patrol Vehicles

**Recommendation for Action:**

Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, authorizing the purchase of two (2) Ford Interceptor Utility Police Patrol Vehicles from Team Ford of Woodland in the amount of \$93,294.44.

**Staff Contact:**

Troy Thompson, Fleet & Facilities Manager, 530-661-5956, troy.thompson@cityofwoodland.org

**Fiscal Impact:**

This vehicle purchase will result in an expenditure of \$93,294.44 to be funded through the FY 2017/2018 Vehicle Replacement budget already approved by the City Council. The new Ford Interceptors will replace two patrol vehicles that have reached the end of their programmed life cycles.

**Background:**

Fleet Services underwent a competitive bid process for the purchase of the two Interceptors. Three bids were received as follows: Team Ford of Woodland in the total amount of \$93,294.44, Folsom Lake Ford in the total amount of \$92,372.46, and the National Auto Fleet Group in the amount of \$96,574.46. Team Ford receives a 5% advantage on the bidding price due to the City's 5% Local Bidder's Preference policy. Although the City Council adopted the budget to replace the vehicles, the purchase itself requires a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than \$50,000 must be awarded by the City Council.

**Discussion:**

Fleet Services will create a purchase order for the vehicle purchase upon Council approval. The dealership will place the vehicles on order once the purchase order is received from the City. It will take approximately 6-7 weeks for delivery after the orders have been placed. Once the new vehicle arrives, Fleet Services will need about two weeks to in-process the new vehicle before it can be released to the Police Department for use. The older vehicles will be turned in for auction once the new vehicles are fully operational.

**Conclusion:**

Staff recommends that the City Council approve Resolution No. \_\_\_\_\_, authorizing the purchase of two (2) replacement Ford Interceptor Utility Police Patrol Vehicles from Team Ford of Woodland in the amount of \$93,294.44.

Prepared By: Troy Thompson, Fleet & Facilities Manager

Reviewed By: Craig Locke, Acting Public Works Director



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description      | Upload Date | Type            |
|------------------|-------------|-----------------|
| Dealership Quote | 1/2/2018    | Backup Material |
| Resolution       | 1/2/2018    | Resolution      |

# **Team Ford Inc.**

City of Woodland

655 N. Pioneer Ave.

Woodland, ca. 95776

Bid Prepared for

Troy Thompson

530-661-5956

Specifications on 2018

Ford EXPLORER 4DR

Fleet Concession Management

Reference# FIN

QC339

From: Team Ford

Contact Freddie Garcia

530-723-2059

[Freddie@teamfordca.com](mailto:Freddie@teamfordca.com)

|      |                     |           |
|------|---------------------|-----------|
| K8A  | 4DR AWD POLICE      | 32,805.00 |
|      | .112.6" WB          |           |
| G1   | Shadow Black        |           |
| 9    | Cloth buckets/VNL R |           |
| W    | Ebony Black         |           |
| 500A | EQUIP GRP           |           |
|      | Prem single CD      |           |
| 99R  | 3.7L V6 TIVCT       |           |
| 44C  | 6/SPD Auto Tran     |           |
| 52P  | DR Lock Plunger     | 160.00    |
| 16D  | Badge Delete        |           |
| 17A  | Aux Climate CTL     | 610.00    |
| 17T  | Cargo Dome Lamp     | 50.00     |
| 18D  | GBL lock/Unlock     |           |
| 423  | CAL EM Not Req'd    |           |
| 43D  | Courtesy Disabl.    | 20.00     |
| 47A  | Engine Idle         | 260.00    |
| 47C  | Wiring kit-Frt      | 105.00    |
| 51Z  | Dual Spot Lamps     | 350.00    |
| 53M  | SYNC System         | 295.00    |
| 59B  | Key Code 1284X      | 50.00     |
| 60R  | Noise Suppress      | 100.00    |
| 76D  | Deflector Plate     | 335.00    |
| 76R  | Reverse Sensing     | 275.00    |
| 86L  | Auto Headlamp       | 115.00    |

|     |                            |            |
|-----|----------------------------|------------|
| 86P | FRT LMP Housing            | 125.00     |
| 86T | RR Taillamp HSG            | 60.00      |
| 87R | RR View MIR/CAM            |            |
| 90E | LH/RH PNLS III             | 3,170.00   |
| 92R | Solar Tint 2 <sup>ND</sup> | 85.00      |
| 936 | CAL SER VEH EXP            |            |
|     | FLEX-FUEL                  |            |
| 153 | FRT License BKT            |            |
|     | SP DLR ACCT ADJ            | (1,563.00) |
|     | SP FLT ACCT CR             | (1,071.00) |
|     | FUEL Charge                | 4.46       |
| B4A | NET INV FLT OPT            |            |
|     | Priced Dora                |            |
|     | DEST AND DELIV             | 945.00     |
|     | TOTAL BASE AND OPTIONS     | 39,915.00  |
|     | SALE PRICE                 | 31,086.46  |
|     | SEE ATTACHED UPFIT LIST    | 11,874.48  |
|     | FREIGHT                    | 225.00     |
|     | TOTAL SALE PRICE           | 43,185.94  |
|     | SALES TAX                  | 3,461.28   |
|     | TOTAL PURCHASE PRICE       | 46,647.22  |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AUTHORIZING THE PURCHASE OF TWO POLICE FORD INTERCEPTOR UTILITY  
VEHICLES**

***WHEREAS***, the City of Woodland invited competitive bids for the purchase of two (2) replacement 2018 Ford Interceptor Utility vehicles for the Police Department; and

***WHEREAS***, the City of Woodland received bids from three dealerships as follows: Team Ford of Woodland in the total amount of \$93,294.44, Folsom Lake Ford in the total amount of \$92,372.46, and the National Auto Fleet Group in the amount of \$96,574.46; and;

***WHEREAS***, Team Ford receives a 5% advantage on the bidding price due to the City's 5% Local Bidder's Preference policy; and

***WHEREAS***, the City of Woodland would like to award the purchase to Team Ford of Woodland for the total amount of \$93,294.44;

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND:*** hereby authorizes the purchase of two (2) replacement 2018 Ford Interceptor Utility vehicles from Team Ford of Woodland in the amount of \$93,294.44.

**PASSED AND ADOPTED** by the City Council on this 16<sup>th</sup> day of January 2018, 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: January 16, 2018  
ITEM #: 20.  
SUBJECT: Water Pollution Control Facility - Restroom / ADA Upgrades

**Recommendation for Action:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to enter into a Contract for \$74,897 with Northern Pacific Builders for expansion of the women's restroom at the Water Pollution Control Facility in compliance with the Americans with Disabilities Act (ADA), and increase the Sewer Enterprise budget by \$80,000 for that purpose.

**Staff Contact:**

Craig Locke, Deputy Director of Public Works Utilities, 530-661-5899, [craig.locke@cityofwoodland.org](mailto:craig.locke@cityofwoodland.org)

**Fiscal Impact:**

This project benefits the Sewer Enterprise funds and is entirely funded by its proceeds. Staff recommends increasing budget code 220-081-7854-5262 in the amount of \$80,000, from \$262,695.96 to \$342,695.96. The \$80,000 budget increase covers the cost of the \$74,897 contract leaving approximately \$5,000 contingency (7%).

**Background:**

The Water Pollution Control Facility (WPCF) administration building was originally constructed in 1988. In addition to providing workspace for staff from WPCF O&M, Industrial Pretreatment, and the Laboratory, this site also houses the City's Environmental Services group. In 1988 there was one female employee at the WPCF; ten female employees now work on site and all share a single-user women's restroom constructed nearly 30 years ago. In contrast, there are currently 10 male employees at the WPCF sharing a much larger restroom with two designated toilet stalls, two urinals, three sinks, and two showers.

To address staff needs, PW began to investigate expanding the women's restroom in FY 2016. Preliminary cost estimates put the project around \$40,000-\$45,000. In March 2017, a Professional Services Agreement for \$14,500 with McCandless Associates was executed for design and a hazardous material survey was conducted to determine any disposal costs during construction. These costs were absorbed by the WPCF, Pretreatment (222) and Laboratory Operation and Maintenance budgets (220). Once design was underway, it became apparent that significant additions to scope would be required to make the remodeled restroom meet American with Disability Act accessibility standards.

The project was publically bid in fall of 2017 with bids prices ranging from \$74,897 to \$84,000. The principal cause of the increased cost was associated with ADA compliance and the modification of existing plumbing and electrical. The Operations and Maintenance budgets originally identified for this project cannot accommodate the total project cost.

**Discussion:**

The women's restroom at the WPCF requires expansion in order to accommodate the needs of our staff and to provide parity for our employees. To date, Public Works has made a substantial commitment to this project including staff time, over \$15,000 for architectural services, a hazmat survey, plan check etc. Meeting ADA requirements has increased the required expenditure for this project, however the increased cost for achieving this compliance should not preclude construction of these vital improvements. Staff recommends executing a contract with the low bidder, Northern Pacific Builders in the amount of \$74,897.

**Conclusion:**

Staff recommends that the City Council adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to enter into a Contract for \$74,897 with Northern Pacific Builders for expansion of the women's restroom at the Water Pollution Control Facility in compliance with the Americans with Disabilities Act (ADA), and increase the Sewer Enterprise budget by \$80,000 for that purpose.

Prepared By: Craig Locke, Public Works Deputy Director of Utilities

Reviewed By: Craig Locke, Public Works Deputy Director of Utilities



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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description          | Upload Date | Type       |
|----------------------|-------------|------------|
| Resolution           | 1/9/2018    | Resolution |
| Form of the Contract | 1/9/2018    | Contract   |

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR \$74,897 WITH NORTHERN PACIFIC BUILDERS FOR EXPANSION OF THE WOMEN'S RESTROOM AT THE WATER POLLUTION CONTROL FACILITY IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), AND INCREASE THE SEWER ENTERPRISE BUDGET BY \$80,000 FOR THAT PURPOSE**

**WHEREAS**, the City Water Pollution Control Facility was constructed at a time when the workforce located at the facility was predominantly male; and

**WHEREAS**, the City of Woodland has successfully recruited and retained a workforce representative of the population; and

**WHEREAS**, the facilities at the Water Pollution Control Facility will require upgrades for there to be equal restroom access for men and women at the Water Pollution Control Facility; and

**WHEREAS**, the improved facilities are designed and will be constructed in a manner accessible to all members of the public as required by the California Building Code and by the Federal Americans with Disabilities Act; and

**WHEREAS**, the necessary improvements will require the services of a licensed, bonded and insured contractor to perform the work; and

**WHEREAS**, the operations and maintenance budgets of the various divisions are not sufficient to provide for this degree of Capitol Facility improvement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND:** authorizes the City Manager to enter into a contract for \$74,897 with Northern Pacific Builders to enlarge the woman's restroom at the Water Pollution Control Facility (WPCF) and authorizes a budget increase of \$80,000 to the Sewer Enterprise fund (budget code 220-81-7854-5262) to offset the cost of these improvements through the adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council this 16<sup>th</sup> day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

**ATTEST:**

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Ana B. Gonzalez, City Clerk

**APPROVED AS TO FORM:**

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Kara K. Ueda, City Attorney

**CITY OF WOODLAND**  
**CONSTRUCTION CONTRACT**

**TOILET ROOM REMODEL FOR WASTEWATER POLLUTION CONTROL FACILITY**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Woodland, a public agency and public corporation of the State of California ("City") and Northern Pacific Builders, Inc., a CORPORATION, with its principal place of business at 150 Lincoln Blvd., Suite 104 #5 Lincoln, California 95648 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing the toilet room remodel for the Wastewater Pollution Control Facility related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class B, General Building Contractor.

2.3 Project. City desires to engage Contractor to render such services for the Toilet Room Remodel for Wastewater Pollution Control Facility ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Pre-Renovation Asbestos Survey Report (Exhibit "G")
- Addenda
- Change Orders executed by the City
- Latest adopted Building Code as amended, the most current adopted Fire Code Edition, all ordinances, regulations and Standards of the City and County and special requirements as indicated

- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or

article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within 60 Working Days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of five hundred dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

- A "Working Day" shall mean Monday through Friday, \*7:00 a.m. to 4:00 p.m. excluding the following holidays:

New Year's Day – January 1  
Martin Luther King's Birthday – Third Monday in January  
President's Day – Third Monday in February  
Memorial Day – Fourth Monday in May  
Independence Day – July 4  
Labor Day – First Monday in September  
Veteran's Day – November 11  
Thanksgiving Day – Fourth Thursday in November  
Friday after Thanksgiving Day  
Christmas Eve – December 24  
Christmas Day – December 25  
New Year's Eve – December 31

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are holidays.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Seventy Four Thousand Eight Hundred Ninety Seven Dollars (\$74,897.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor 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 Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its 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. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution.

3.7.14 Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from

such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract

Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor 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 California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Resolution of Claims. Notwithstanding any other provision herein, all claims shall be resolved pursuant to the claims resolution process set forth in Public Contract Code Section 9204. Furthermore, the resolution of claims of \$375,000 or less shall also comply with the claims resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 Government Code Claims. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements,

loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor'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 required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized 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. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor 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 Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to 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, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the

effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

**3.14.4 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.15 Warranty.** Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

**3.16 Employee/Labor Certifications.**

**3.16.1 Contractor's Labor Certification.** By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor 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, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the Deputy Director of Utilities, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

Northern Pacific Builders, Inc.  
150 Lincoln Blvd., Suite 104 #5  
Lincoln, CA 95648  
Attn: Joseph Kim, Vice President

**CITY:**

City of Woodland  
655 North Pioneer Avenue  
Woodland, CA 95776  
Attn: Craig Locke, Deputy Director of Utilities

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF WOODLAND  
AND NORTHERN PACIFIC BUILDERS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF WOODLAND

Northern Pacific Builders, Inc.

By: \_\_\_\_\_  
Paul Navazio  
City Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT "A"**  
**SERVICES / SCHEDULE**

**CONTRACT SCHEDULE**

| NO. | ITEM DESCRIPTION                                                                                                                                                                                                                                  | UNIT OF MEASURE | EST. QTY. | UNIT PRICE  | ITEM COST   |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|-------------|-------------|
| 1.  | Mobilization                                                                                                                                                                                                                                      | LS              | 1         | \$0.00      | \$0.00      |
| 2.  | All work associated with demolition of the existing non-compliant shower and construction for the new accessible shower including necessary connections, minor plumbing, electrical and related appurtenances as indicated in contract documents. | LS              | 1         | \$34,497.00 | 34,897.00   |
| 3.  | All remaining work associated with demolition and construction for the toilet room remodel, including necessary connections, minor plumbing, electrical and related appurtenances as indicated in contract documents.                             | LS              | 1         | \$40,000.00 | \$40,000.00 |

**TOTAL CONTRACT PRICE:**

TOTAL CONTRACT PRICE BASED ON CONTRACT SCHEDULE TOTAL OF UNIT PRICES  
FOR TOILET ROOM REMODEL FOR WASTEWATER POLLUTION CONTROL FACILITY

\$ 74,897.00 Total Contract Price in Numbers

\$ Seventy Four Thousand Eight Hundred Ninety Seven Dollars  
Total Contract Price in Written Form

**EXHIBIT “B”**  
**PLANS**

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### **ARTICLE 2. PROJECT MEETINGS**

Preconstruction Conference: Prior to the commencement of work, a preconstruction conference at the site will be held to discuss procedures to be followed during the progress of the work including submittals, schedules, etc. A site condition survey shall also be performed at this time. Attending will be City's Representative (s) Architect, Contractor, Job Superintendent, Subcontractors as appropriate and City's Inspector.

#### **ARTICLE 3. PARKING LOT/CONTRACTORS USE OF PREMISES**

Require Contractor's vehicles, vehicles belonging to employees of the Contractor and all other vehicles entering upon the City's property in performance of the Work of the Contract to use only the access route and parking areas as specified by the City.

A portion of the existing WPCF parking lot may be reserved for the exclusive use of the contractor. This may include daily parking of contractor vehicles, equipment and material deliveries. A storage container may be used for temporary storage of materials and equipment during construction as coordinated with City.

Trash Bin for demolition debris: The City will allow the contractor to set a bin in the parking lot. The area for the trash bin shall be coordinated with the City.

#### **ARTICLE 4. WORK ZONES**

The WPCF will continue with daily business/work activities throughout the construction period. Minimize noise, dust and other disruption to staff using the premises during construction. Maintain clear accessible paths of travel adjacent to the work zone. Provide signs, barricades and other indications as needed to prevent the staff from entering the work zone. Erect temporary barriers, such as plastic sheeting, canvas tarps or other appropriate materials affixed to walls, to manage dust, noise and other disruptive occurrences.

The contractor shall contain all work activities within the identified work zone. The contractor will have exclusive use of work zone during construction. City staff and consultants associated with the project work will be allowed unrestricted access to the work area.

Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled. Provide protection for finished floor

surfaces in traffic areas prior to allowing equipment and materials to be moved over such surfaces.

Maintain finished surfaces clean, unmarred and suitably protected until accepted by the City.

In event of damage, promptly make replacements and repairs to the approval of the City and at no additional cost to the City.

Additional time required to secure replacements and to make repairs will not be considered by the City to justify an extension of the Contract Time of Completion.

## **ARTICLE 5. CONSTRUCTION SERVICES**

Contractor may use existing city services, such as, electricity, water and toilet facilities as needed during construction. City does not warrant that the existing electrical system is adequate for Contractor's operations.

All existing utility and service lines, pipes, etc. above and below ground as indicated on the plans shall be maintained in service where appropriate and repaired where damaged by the work of this contract at no increase in the contract sum. Before interrupting any utilities or services at the site (whether shown or subsequently found), it shall be determined if staff will be affected by this interruption and full measures shall be taken in cooperation with staff to minimize any cessation of services.

## **ARTICLE 6. PRODUCT OPTIONS, SUBMITTALS AND SUBSTITUTIONS**

Submittals shall be delivered to the City in triplicate consisting of the Manufacturers complete description of the material and its recommended installation. Submittals shall be delivered to the City at the beginning of the Contract and with sufficient lead time to ensure no delays in the construction time period.

Alternative materials can be substituted as long as they are equal or superior in quality and are approved by the City. All additional costs related directly or indirectly to an approved substitution shall be paid for by the Contractor. Submittals shall be made to the City for all proposed substitutions prior to that work being purchased or performed. If substitution does not perform or work as intended for the original material then it shall be replaced with the original material at no increase in Contract cost.

Delays in construction arising because of the nonavailability of a specified material or method will not be considered by the City as justifying an extension of the agreed Time of Completion.

## **ARTICLE 7. CLEANING**

Throughout the construction period, maintain the building and site in a standard of cleanliness acceptable by the City.

Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

Do not allow accumulation of scrap, debris, waste material and other items not required for construction of this work.

Daily, and more often if necessary, inspect the site and sweep/pick up all scrap, debris and waste material. Remove such items to the place designated for their storage. Maintain the site in a neat and orderly condition at all times.

At least weekly, and more often if necessary, completely remove all scrap, debris and waste material from the job site.

Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

## **ARTICLE 8. CONTRACT CLOSEOUT**

Prior to requesting inspection by the City, use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

Execute final cleaning prior to final inspection. Remove waste, surplus materials, and rubbish from the site.

Closeout submittals include but are not limited to: Operation and maintenance manuals for equipment and other items when so directed by the City; Warranties and bonds; Keys; Spare parts; Evidence of compliance with requirements of governmental agencies having jurisdiction including: Certificates of Inspection and Occupancy; Evidence of payment and release of liens; List of subcontractors including names, addresses, and telephone numbers where they can be reached for emergency service; Record Drawings indicating any deviations of the original contract plans and the actual built product. Mark up complete sets of drawings including Architectural, Mechanical, and Electrical etc.

Instruct the City in proper operation and maintenance of equipment and similar items which were provided as part of the work.

Supply a list of equipment showing model number, purchase date, name and address of manufacturer and name and address of installer.

Submit Final Application for Payment or Invoice identifying total adjusted Contract Sum (if any), previous payments and balance due.

## ARTICLE 9. MEASUREMENT AND PAYMENT

Each pay item includes providing all materials, equipment and personnel (labor) required to install the contract item of work complete in place in accordance with the contract documents. All work will be paid based on the indicated unit of measurement.

| NO. | ITEM DESCRIPTION                                                                                                                                                                                                                                  | UNIT OF MEASURE | INCLUDED WORK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Mobilization                                                                                                                                                                                                                                      | Lump Sum        | <p>Includes administrative portions of the work associated with mobilizing, such as construction schedule, safety plan, staff notifications, bonds, insurance, permits, establishment of a contractor's staging area and move in of related equipment, tools supplies and personnel.</p> <p>Includes work associated with demobilizing the above, including cleanup of staging area and removal of all contractor's equipment, materials and supplies from the project site. 75% of this item will be paid with the first progress payment and the remainder paid with the final progress payment.</p> |
| 2.  | All work associated with demolition of the existing non-compliant shower and construction for the new accessible shower including necessary connections, minor plumbing, electrical and related appurtenances as indicated in contract documents. | Lump Sum        | All work associated with demolition of the existing non-compliant shower and construction for the new accessible shower including necessary connections, minor plumbing, electrical and related appurtenances as indicated in contract documents.                                                                                                                                                                                                                                                                                                                                                      |
| 3.  | All remaining work associated with demolition and construction for the toilet room remodel, including necessary connections, minor plumbing, electrical and related appurtenances as indicated in contract documents.                             | Lump Sum        | All remaining work associated with demolition and construction for the toilet room remodel, including necessary connections, minor plumbing, electrical and related appurtenances as indicated in contract documents.                                                                                                                                                                                                                                                                                                                                                                                  |

Submit to the City a Schedule of Values allocated to the various portions of work, within ten days of execution of the contract documents. Submit supporting data upon which the values are based as requested by the Engineer. The Schedule of Values shall be corrected as directed by the Engineer and will be used as the basis for progress payments.

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**Northern Pacific Builders, Inc.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT "E"

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Contractor further acknowledges:

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

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT "F"**  
**PAYMENT AND PERFORMANCE BONDS**

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Woodland (hereinafter referred to as "City") has awarded to Northern Pacific Builders, Inc., (hereinafter referred to as the "Contractor") an agreement for TOILET ROOM REMODEL FOR WASTEWATER POLLUTION CONTROL FACILITY (hereinafter referred to as the "Project").

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

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

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of \$ Seventy Four Thousand Eight Hundred Ninety Seven DOLLARS, (\$74,897.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 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.

Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Woodland (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to Northern Pacific Builders, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

TOILET ROOM REMODEL FOR WASTEWATER POLLUTION CONTROL FACILITY (the "Project"); and

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

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

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of Seventy Four Thousand Eight Hundred Ninety Seven Dollars (\$74,897.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

- 33 -

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

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

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary 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 \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 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.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                         ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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**EXHIBIT "G"**

**PRE-RENOVATION ASBESTOS SURVEY REPORT**



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 21.  
SUBJECT: 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.

**Staff Contact:**

Rosie Ledesma, Conservation Coordinator, 5306612059, [rosie.ledesma@cityofwoodland.org](mailto:rosie.ledesma@cityofwoodland.org)

**Background:**

Pursuant to requirements of the California Integrated Waste Management Act of 1989 (AB 939), Yolo County in 1990 established the Yolo County Waste Advisory Committee. The purpose of the committee is to oversee and provide policy input to the Board of Supervisors on a range of solid waste issues, including implementation of the State-mandated waste reduction programs, integrated waste management, hazardous waste handling, and solid waste facilities master planning.

Membership in the committee includes one representative each from the cities of Woodland, Davis, West Sacramento, and Winters; one representative from an environmental organization; one representative from a special district; one representative from industry; and four representatives from the public. The city representatives are appointed by their respective city councils. Committee appointments are for four-year terms. In January 2014, the Council appointed Environmental Sustainability Manager Roberta Childers as the City of Woodland representative for the period ending January 31, 2018. Ms. Childers retired from the City of Woodland in August 2017, in which Conservation Coordinator Rosie Ledesma was appointed by the Council to serve the remainder of her term.

**Discussion:**

The programs addressed by the Waste Advisory Committee fall within the purview of the job duties of Conservation Coordinator Rosie Ledesma, who is well qualified to represent the City in solid waste matters. Staff believes that Ms. Ledesma is the most appropriate representative of the City of Woodland on the committee.

**Conclusion:**

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.

Prepared By: Rosie Ledesma, Conservation Coordinator

Reviewed By: Ken Loman, Environmental Sustainability Manager

Paul Navazio, City Manager

**ATTACHMENTS:**

Description

Resolution

Upload Date

1/11/2018

Type

Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
APPOINTING A REPRESENTATIVE TO SERVE ON THE  
YOLO COUNTY WASTE ADVISORY COMMITTEE**

**WHEREAS**, the California Integrated Waste Management Act of 1989 required each county to establish a task force to coordinate city source reduction and recycling activities and to prepare a county-wide siting element; and

**WHEREAS**, the County of Yolo adopted an ordinance to add Article 18 to Chapter 2 of Title 2 of the Yolo County Code creating the Yolo County Waste Advisory Committee; and

**WHEREAS**, said Waste Advisory Committee includes a representative of the City of Woodland who is appointed for a four-year term by the City Council; and

**WHEREAS**, the City Council has previously appointed Conservation Coordinator Rosie Ledesma to serve the remainder of the previous term that ended on January 31, 2018; and

**WHEREAS**, staff recommends that Conservation Coordinator Rosie Ledesma is best qualified to continue to represent the City in solid waste matters.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Woodland appoints Conservation Coordinator Rosie Ledesma to serve as the City's representative to the Yolo County Waste Advisory Committee.

**PASSED AND ADOPTED** by the City Council this 16th day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Enrique Fernandez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

\_\_\_\_\_  
Kara K. Ueda, City Attorney





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 22.  
SUBJECT: 2018 Water Rate Adjustments

**Recommendation for Action:**

Staff recommends that the City Council receive an informational update related to the previously-approved 2018 water rate adjustments.

**Staff Contact:**

Lynn Johnson, Senior Management Analyst, (530) 661-5979, [Lynn.Johnson@cityofwoodland.org](mailto:Lynn.Johnson@cityofwoodland.org)

**Fiscal Impact:**

This is an informational item and as such does not result in any direct fiscal impact. The water rate adjustments previously approved by the City Council to take effect in January is expected to increase water utility revenues by 5.5% or \$1.76 million. The current fiscal year budget for the utility reflects the first six-months impact of this revenue increase, and is required to support ongoing utility operations, capital project costs, debt service payments and coverage requirements from existing debt.

**Background:**

On April 4, 2017, Council adopted annual water rate adjustments up to 5.5%/year for five years, concluding in January 2021. The approved rate adjustments went through the required proposition 218 process and set the maximum annual rate adjustment that can be imposed by the City.

**Discussion:**

During the earlier discussions, Council asked staff to explore additional options that could potentially reduce the amount of rate increases needed in subsequent years. Specifically, Council directed staff to review the following:

- 1) Restructuring of the SRF loans with the state to extend the term with the goal of reducing annual debt service payments -
  - After discussions with the State Water Resources Control Board, staff determined that restructuring the SRF loans was not feasible. The terms offered, although 30 year, were at a higher interest rate and would require additional up front pre-funding.
- 2) Review the water consumption data and assumptions -
  - Although there is a slight uptick in water consumption, we started FY2018 with almost \$2 million less in revenue from FY2017 than anticipated.
- 3) Explore appropriating General Fund dollars to offset future water rate increases -
  - Although the current fund balance in the General Fund exceeds the Council's 20% reserve policy, the budget forecast suggests balancing measures (including draw down of reserves) will be required to address looming structural deficits.
  - In addition, use of one-time funds would not affect the rate increases required to meet debt coverage requirements.
- 4) Look at ways to reduce operational expenses -
  - Staff has identified some cost savings in power costs and supply costs that will be incorporated in future budgets.

The impact is still negligible to the rate structure.

- Upon completion of the city's planned water capital project plan (to include completion of ASR projects), staff will review any excess capacity from unused State Revolving Loan funds which would reduce in lower annual debt service payments than currently assumed in our water utility financial plan. A reduction in debt service could result in sufficient flexibility to reduce future rate increases.

5) Look at ways to enhance the Utility Assistance Program -

- Staff has modified the program to provide 12-month rate assistance at \$40/month and Council authorized additional funding for the program. Staff has explored ideas to provide the program to single-family rental property, but have not found a model for this program that works with our system as of yet.

Staff updated the water rate proforma to include actual revenue and expenses for FY2017 as required for the sale of (WDCWA) bonds related to summer water purchases. As we anticipated from our previous rate work, FY2018 and FY2019 remain critical “pinch points” in our pro forma for bond coverage. The adopted rate increases are required in order to maintain adequate coverage for the City of Woodland's 2011 water revenue bonds.

Recently the Standard & Poor rating agency downgraded our 2011 Water Revenue Bond from an A to an AA- because of a negative outlook. To quote their rationale, “The negative outlook reflects our belief that the system’s financial position will be vulnerable during the next few fiscal years.” In addition to new and continuing bond debt coverage, the City’s liquidity position significantly declines over the next five-year period as debt obligations increase.

In summary, at this time, the City's water utility necessitates implementing the 5.5% revenue increase approved last year by the City Council. This represents the second year of a five-year rate ordinance that authorizes increases annually through 2021.

Staff will continue to look at every option available to adjust future water rate increases.

**Conclusion:**

Staff recommends that the City Council receive an informational update related to the previously-approved 2018 water rate adjustments.

Prepared By: Lynn Johnson, Senior Management Analyst

Reviewed By: Paul Navazio, City Manager



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Paul Navazio, City Manager



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 23.  
SUBJECT: PUBLIC HEARING - Code Enforcement: Nuisances Caused by, and Maintenance of, Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance

**Recommendation for Action:**

Staff recommends that the City Council:

1. Conduct the public hearing; and
2. Waive the first reading of an ordinance amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 – Nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations; and
3. Schedule the second reading and adoption of ordinance for the February 6, 2018 City Council meeting.

**Staff Contact:**

Megan Meier, Associate Planner, (530) 661-5814, [megan.meier@cityofwoodland.org](mailto:megan.meier@cityofwoodland.org)

**Fiscal Impact:**

The City will incur a minor cost estimated at less than \$400 to publish a copy of Ordinance No. \_\_\_\_\_ after City Council adoption. If approved, the zoning amendment will provide formal guidelines, standards, and procedures to combat blight and nuisance related to vacant, unoccupied, or abandoned buildings or structures within the City.

**Background:**

Neglected vacant, unoccupied, or abandoned buildings or structures are a source of blight in the City of Woodland and pose a potential threat to the public's health, safety and welfare. They present ongoing problems for our law enforcement and city code enforcement. The presence of neglected vacant, unoccupied, or abandoned buildings or structures can lead to neighborhood decline, create an attractive public nuisance, lower property values, and discourage economic development in the area.

Complaints related to vacant, unoccupied, or abandoned buildings or structures typically allege a particular nuisance condition, such as overgrown vegetation, litter, debris or trespassing. It's the responsibility of property owners, lenders, trustees, with legal interest in the neglected vacant, unoccupied or abandoned building or structure, to maintain, secure, and prevent these buildings from becoming a burden to the neighborhood and community or a threat to the public health, safety and welfare.

To address these concerns, code enforcement staff has used existing local and state laws to compel compliance with applicable codes. Staff has faced challenges addressing some common nuisance conditions on vacant, unoccupied, or abandoned buildings or structures where enforcement authority is limited. Both state and local law currently provides a substantial set of tools to remedy vacant, unoccupied, or abandoned buildings or structures that present a clear safety concerns. However, such laws generally do not address issues related to aesthetics or concerns that don't rise to the level that state law clearly regulates. Additionally, existing City code does not allow staff to address complaints about properties that have remained vacant, unoccupied, or abandoned for prolonged periods of time.

**Discussion:**

In response to enforcement challenges, staff was directed to review the existing municipal code section 14A-Nuisances and look at adding additional language to address the nuisances caused by, and maintenance of vacant, unoccupied or abandoned building or structure and the potential use of a Vacant Unoccupied, or Abandoned Buildings or Structures Registry, and determine whether or not such a registry would be appropriate for addressing the issue of properties in Woodland that continue to remain vacant, unoccupied or abandoned and have associated attractive nuisance as a result.

Staff reviewed Vacant Property Registries and Property Maintenance Ordinances in several California cities. The majority of cities that adopted Vacant Property Registries did so during the housing crisis for 2008-09. Staff found that the majority of those cities no longer enforce the registries and the number of properties on some registries is significantly lower since the recovery of the housing market. Many municipalities have instead adopted more comprehensive property maintenance standards that encompass a wide range of issues pertaining to vacant, unoccupied or abandoned and their associated nuisances. Some communities such as San Bruno and others, have also revised their Vacant Property Registries to only be activated at the discretion of the Director for properties that have ongoing nuisances or rehabilitation of the property has languished for a number of years.

With the addition of a modified Vacant Unoccupied, or Abandoned Buildings or Structures Registry at the request of code enforcement the Director could require a property owner to register an action plan with the City for the property. The action plan would establish several legal contacts for the property and register an action plan with the City outlining the securing and rehabilitation of the property. These documents can be amended with the consent of the Director but will be binding.

In order to ensure that code enforcement staff has the means to address citizen concerns about vacant, unoccupied, or abandoned buildings or structures with nuisance conditions, staff recommends that Council adopt the proposed amendment to the City of Woodland's Municipal Code Section 14A –Nuisances to include additional language and clarification of Maintenance of Vacant, unoccupied or abandoned building or structure. Proposed changes and additions allow staff to address nuisance conditions including but not limited to issues that are commonly associated with vacant, unoccupied or abandoned building or structure and buildings left in a state of partial construction for an unreasonable period of time in order to preserve the visual integrity of the City and to eliminate blight. The additional language also includes a modified Vacant Property Registry that activates at the discretion of the Director in cases of ongoing nuisance or languishing properties.

#### Maintenance of Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance

Staff recommends the attached Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance (Attachment A), which amends Woodland Municipal Code section 14A-1-2 AND 14A-1-3 and adds section 14A-1-3.2. – Maintenance of Vacant or Abandoned Building.

To ensure that the proposed Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance encompasses the most common conditions related to nuisances, including hazardous or unsafe conditions, and conditions of blight, the proposed ordinance would clearly outline property-owner responsibility for the maintenance and monitoring of vacant, unoccupied or abandoned building or structure, which would include:

*All vacant, unoccupied or abandoned building or structure shall be posted with signage stating: Unsafe to Occupy/No Trespassing;"*

*Secure and maintain the property (both structure and grounds) against trespassers, including maintaining all windows and doors with locks, replacing all broken doors or windows, and securing any other openings into the structure that are readily accessible to trespassers;*

*Comply with all applicable building and fire codes;*

*Operation of electrical, natural gas, sanitary, and plumbing facilities in a safe manner that would not create a hazard to public health or safety as determined by the Building Official under the Uniform Code for the*

*Abatement of Dangerous Buildings;*

*Maintenance of landscaping and plant materials to prevent overgrown vegetation and maintain a clear line of sight to the property;*

*Maintenance of fences, walls, or other similar structures in good condition to include upright fences, secure boards, and free of graffiti;*

*Maintenance of the property in a manner that keeps it free and clear of all refuse and accumulation of junk visible to the public; and*

*The building shall be maintained free of visible graffiti, or similar markings.*

Enforcement of the provision outlines boarding procedures for buildings that are not adequately maintained and/or secured and become an attractive nuisance, including but not limited to:

*Vacant, unoccupied, or abandoned building or structures that are deemed dangerous as defined in Section 6-1-6 of the City of Woodland Municipal Code, and are open and accessible to the general public may be summarily boarded by the City, pursuant to section 14A-1-3.2 (d) of this code.*

*Vacant, unoccupied, or abandoned building or structures shall be boarded when the building can no longer be secured against unauthorized entry by the closing and locking of doors and windows.*

*For the purposes of this article, "boarded" shall mean the covering of all entry points, including all doors and windows, with plywood or other materials for the purpose of preventing unauthorized entry into the building by persons.*

*Any building that is boarded, whether by voluntary action of the owner, or as a result of enforcement action by the City, shall be boarded in compliance with Section 14A-1-3.2(d)*

*If a property owner fails to adequately secure and maintain a vacant, unoccupied or abandoned building or structure the Director can activate the vacant, unoccupied or abandoned building or structure monitoring program and request a Service of Notice be administered requesting an action plan be submitted to the City outlining the following information:*

*The address of the vacant or abandoned building or structure;*

*The assessor parcel number of the real property where the vacant or abandoned building or structure is located;*

*The name, address, and telephone number of the owner. If a notice of default has been issued, the name, address, and phone number of the beneficiary or trustee on the deed of trust shall be included. In the case of a corporation or out of area beneficiary or trustee, as defined below, the local property management company or agent responsible for the security, maintenance, and monitoring of the building shall be included;*

*The direct street/office mailing address and contact information (phone, fax and electronic address) for the person or party designated by the beneficiary/trustee as responsible for maintenance of the property;*

*The date the building or structure became vacant.*

*A detailed rehabilitation plan should be submitted with the vacant building registration. The rehabilitation plan should outline any specific reconstruction needed in order to re-occupy the building. In addition, the plan should include a schedule for rehabilitation.*

To address repeat violations on a property the City under the California Government Code can request the courts to review the case for higher fines to be levied pursuant to the following:

*Repeated Violations. Pursuant to California Government Code Section 38773.7, upon the entry of a second or subsequent civil or criminal judgment within a two-year period that finds an owner of property responsible for a condition that may be abated in accordance with California Government Code Section 38773.5, a court may order the owner to pay treble the costs of the abatement. These costs shall not include conditions abated pursuant to Section 17980 of the California Health and Safety Code.*

Lastly, in the process of staff looking into the needed modification and additional language for maintenance of vacant, unoccupied or abandoned building or structure, it was also discovered that once property owners with an attractive nuisances are sited that the City finance department is lacking the man-power to fully address the collection of these

finer. Staff did explore some possible solutions, one possible interim solution that has been discussed is looking into the use of an outside collections agency that would assist the City with prompt follow-up on delinquent code enforcement fines. After enquiring with several different municipalities' staff found that overall these collection agencies serve a real need for greater follow up on fines and free up much needed man-hours in finance departments. Staff is requesting further direction from Council to research this option fully.

### **Public Noticing**

Public notice for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law, including a one-eight page legal notice published in the Woodland Daily Democrat ten days prior to the hearing.

Copies of the factual staff report for the proposed ordinance amendment have been on file at City Hall since Friday, January 12, 2018.

### **Conclusion:**

Staff recommends that the City Council:

1. Conduct the public hearing; and
2. Waive the first reading of an ordinance amending Sections 14A-1-2, 14A-1-3 and 14A-3-5 of the Woodland Municipal Code and adding Section 14A-1-3.2 – Nuisances caused by, and maintenance of, vacant, unoccupied, or abandoned buildings or structures and penalties for repeat nuisance violations; and
3. Schedule the second reading and adoption of ordinance for the February 6, 2018 City Council meeting.

Prepared By: Megan Meier, Associate Planner

Reviewed By: Steve Coyle, Deputy Community Development Director



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Paul Navazio, City Manager

### **ATTACHMENTS:**

| Description                                                                                                                   | Upload Date | Type      |
|-------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|
| Code Enforcement: Nuisances Caused by, and Maintenance of, Vacant, Unoccupied, or Abandoned Buildings or Structures Ordinance | 1/11/2018   | Ordinance |

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 14A-1-2, 14A-1-3, AND 14A-3-5 OF THE WOODLAND MUNICIPAL CODE AND ADDING SECTION 14A-1-3.2. TO THE MUNICIPAL CODE PERTAINING TO NUISANCES CAUSED BY, AND MAINTENANCE OF, VACANT, UNOCCUPIED, OR ABANDONED BUILDINGS OR STRUCTURES AND ADDING AN ADDITIONAL PENALTY FOR REPEATED NUISANCE VIOLATIONS**

**WHEREAS**, the City of Woodland has the authority to address threats to the public's health, safety and welfare throughout the City of Woodland; and

**WHEREAS**, the City Council finds that neglected, vacant, unoccupied, or abandoned buildings or structures are a source of blight in the City of Woodland and pose a threat to the public health, safety, and welfare; and

**WHEREAS**, it has been shown that vacant, unoccupied, or abandoned buildings or structures attract trespassers that can lead to other criminal activity, injury, fire, and continued public nuisances; and

**WHEREAS**, establishing formal guidelines, standards, and procedures for maintaining vacant, unoccupied, or abandoned buildings or structures throughout the City is in the public interest and will positively contribute to the general welfare, vitality, and safety of the City; and

**WHEREAS**, the City Council of the City of Woodland held a duly noticed public hearing on January 16, 2018, to review and consider proposed amendments and additions to the Woodland Municipal Code pertaining to maintenance standards for vacant, unoccupied, or abandoned buildings or structures; and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Woodland does hereby ordain as follows:

**Section 1. AMENDMENT TO SECTION 14A-1-2.** The term "vacant building" is hereby added to Section 14A-1-2 (Definitions) of the Woodland Municipal Code to read as follows:

"Vacant building" means real property with one or more structures, whether residential, commercial, or industrial, that is/are unoccupied or occupied by unauthorized persons. In the case of a multi-unit structure or complex, vacant shall mean the units are unoccupied or occupied by unauthorized persons.

**Section 2. AMENDMENT TO SECTION 14A-1-3.** Section 14A-1-3(b)(3) (Acts constituting a nuisance) of the Woodland Municipal Code is hereby amended to read as follows:

(b) The following are specifically declared to be nuisances; however, it is not intended by this enumeration to exclude the designation of other conditions as nuisances:

...

(2) The accumulation of junk, ~~visible to the public~~, or the operation of a junkyard without the appropriate license;

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(3) Any vacant, unoccupied, or abandoned building or structure which is not reasonably secured against ~~unauthorized~~ ~~uninvited~~ entry or which constitutes a fire hazard or is otherwise in a dangerous, unsightly or blighted condition which is detrimental to the health, safety and welfare of the public pursuant to Section 14A-1-3.2. of this Code;

(4) The storage of any inoperable vehicle, outside of a fully enclosed structure on private property, ~~when visible to the public~~, except inoperable vehicles that are not abandoned and are in an active state of renovation or restoration. For the purpose of this article, "active state of renovation or restoration" means that the vehicle is actively being restored or renovated in a manner intended to make the vehicle operational, and shall not include restoration or renovation that solely improves the interior or exterior appearance, but not the operation of that vehicle. A vehicle shall only be permitted to be in an active state of renovation or restoration for a period that shall not exceed thirty days, whether consecutive or nonconsecutive, out of any twelve-month period. A vehicle under renovation or restoration shall comply with all applicable city code sections applying to that type of activity, including, but not limited to, City Code Section 14A-1-3.1, "Motor vehicle repair";

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...

(11) The parking of any vehicle, ~~visible to the public in the lawn or landscape area~~ of any front or street side yard shall be prohibited, unless on an impervious surface, not exceeding a total of forty percent of the front or street side yard area:

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**Section 3. ADDITION OF SECTION 14A-1-3.2. Section 14A-1-3.2 (Maintenance of Vacant, unoccupied or abandoned building or structure)** is hereby added to the City of Woodland Municipal Code to read as follows:

**14A-1-3.2 Maintenance of vacant, unoccupied, or abandoned building or structure**

**(a) Purpose.**

Vacant, unoccupied, or abandoned buildings or structures are a source of blight in the City of Woodland, pose a safety hazard, and threaten the public's health, safety, and welfare. These vacant, unoccupied, or abandoned buildings or structures attract trespassers that can lead to other criminal activity, injury, fire, and continued public nuisance. The presence of vacant, unoccupied, or abandoned buildings or structures, which often show signs of neglect, can lead to neighborhood decline, create an attractive public nuisance, lower property values, and discourage economic development in the area. The purpose of this

section is to provide standards for maintaining vacant, unoccupied, or abandoned buildings or structures.

(b) Owner Responsibility

- A. "Responsible party" for purposes of this section means property owners, lenders, trustees, or others with possessory, equitable, or legal interests in a vacant, unoccupied, or abandoned building or structure, including without limitation, historic buildings or structures. The responsible party shall actively maintain, monitor, secure, and prevent vacant, unoccupied, or abandoned buildings from becoming blighted attractive public nuisances to the neighborhood and community or a threat to the public health, safety, and welfare.
- B. Active maintenance and monitoring of vacant, unoccupied, or abandoned buildings or structures shall include all of the following:
  - (1) All vacant, unoccupied, or abandoned buildings or structures shall be posted with signage stating: "Unsafe to Occupy/No Trespassing;"
  - (2) Secure and maintain the property (both structure and grounds) against trespassers, including maintaining all windows and doors with locks, replacing all broken doors or windows, and securing any other openings into the structure that are readily accessible to trespassers;
  - (3) Comply with all applicable building and fire codes;
  - (4) Operation of electrical, natural gas, sanitary, and plumbing facilities in a safe manner that would not create a hazard to public health or safety as determined by the Building Official under the Uniform Code for the Abatement of Dangerous Buildings;
  - (5) Maintenance of landscaping and plant materials to prevent overgrown vegetation and maintain a clear line of sight to the property;
  - (6) Maintenance of fences, walls, or other similar structures in good condition to include upright fences, secure boards, and free of graffiti;
  - (7) Maintenance of the property in a manner that keeps it free and clear of all refuse and accumulation of junk visible to the public; and
  - (8) The building shall be maintained free of visible graffiti, or similar markings.

C. No building or structure may be left in a state of incomplete construction, partial demolition, or left damaged by vandalism, fire, earthquake or other similar acts for a period longer than 12 consecutive months, excluding such time when work is in progress pursuant to a valid building or other construction permit.

(c) Enforcement Provisions

- A. If the vacant, unoccupied, or abandoned building or structure is not adequately maintained and/or secured and becomes an attractive nuisance, the City will request the building be boarded and/or fenced to secure the property. If the owner fails to secure the property

within 30 days the City will cause the building or structure to be boarded and secured at the owner's expense, and if not paid in full a lien may be placed on the property.

- (1) Vacant, unoccupied, or abandoned buildings or structures that are deemed dangerous, as defined in Section 6-1-6 of the City of Woodland Municipal Code, and are open and accessible to the general public may be summarily boarded by the City, pursuant to section 14A-1-3.2 (d) of this Code.
- (2) Vacant, unoccupied, or abandoned buildings or structures shall be boarded when the building can no longer be secured against unauthorized entry by the closing and locking of doors and windows.
- (3) For the purposes of this article, "boarded" shall mean the covering of all entry points, including all doors and windows, with plywood or other materials for the purpose of preventing unauthorized entry into the building by persons.
- (4) Any building that is boarded, whether by voluntary action of the owner, or as a result of enforcement action by the City, shall be boarded in compliance with Section 14A-1-3.2(d).

(d) Boarding Standards

If any vacant, unoccupied, or abandoned building or structure is open and accessible, the Building Official shall require the property owner to board the building or portions thereof, and provide that it remain secured against unauthorized entry. If a condition exists that does not permit all or a portion of the building or structure to be boarded, the Building Official may also require transparent fencing or other remedies to secure the property against unauthorized entry but allow visibility through the fencing or other barricade. The Community Development Director shall promulgate regulations concerning boarding standards, which shall be approved by resolution of the City Council.

(e) Monitoring of vacant, unoccupied, or abandoned buildings or structures

A—The owner of a vacant, unoccupied, or abandoned building may at the discretion of the Community Development Director be placed into the vacant, unoccupied, or abandoned building or structure monitoring program.

When a building is deemed a public nuisance under this subsection, the responsible party, as defined herein, shall file with the Community Development Director a vacant, unoccupied or abandoned building or structure maintenance plan that meets the requirements established in Section 14A-1-3.2(b). The responsible party shall file the maintenance plan no later than ten days after service of order to file the vacant, unoccupied or abandoned building or structure maintenance plan.

The order shall be served on a responsible party, on a form approved by the city attorney, in the following manner:

1. Personal Service of Notice Upon an Individual. The date of personal service shall constitute the issuance date of the order.
2. Service of Notice by Mail. If the responsible party cannot be personally served by the city, the order shall be mailed to the responsible party by certified mail, postage prepaid, return receipt requested. Simultaneously, a copy of the citation shall be sent by first class mail. The issuing officer shall utilize public records to determine a mailing address for the

responsible party. The date of receipt of the certified mail shall constitute the issuance date of the order.

3. Service of Notice by Posting. If service cannot be accomplished personally or by mail, the enforcement officer shall post the order on any real property in the city in which the responsible party is known to have a legal interest and possession of said property or portion thereof. The date of posting shall constitute the issuance date of the order.

B. The failure of a responsible party to receive a notice does not invalidate any such order if service was given in a manner stated in this chapter.

C. Registration information shall include:

1. The address of the vacant or abandoned building or structure;
2. The assessor parcel number of the real property where the vacant or abandoned building or structure is located;
3. The name, address, and telephone number of the owner. If a notice of default has been issued, the name, address, and phone number of the beneficiary or trustee on the deed of trust shall be included. In the case of a corporation or out of area beneficiary or trustee, as defined below, the local property management company or agent responsible for the security, maintenance, and monitoring of the building shall be included;
4. The direct street/office mailing address and contact information (phone, fax and electronic address) for the person or party designated by the beneficiary/trustee as responsible for maintenance of the property;
5. The date the building or structure became vacant or abandoned.
6. A detailed rehabilitation plan should be submitted with the vacant, unoccupied or abandoned building or structure registration. The rehabilitation plan should outline any specific reconstruction needed in order to re-occupy the building. In addition, the plan should include a schedule for rehabilitation.

D. Any change in the information provided pursuant to this section, including but not limited to a change in ownership, shall be filed with the community development department within fifteen days of the change.

E. If the Community Development Director finds that a vacant or abandoned building or structure that has been placed in the monitoring program has not been in further violation of the provisions of this chapter for more than six consecutive months, the Community Development Director shall have the discretion to remove the building or structure from the monitoring program.

**Section 4. AMENDMENT TO SECTION 14A-3-5.** Section 14A-3-5 (Violations) of the Woodland Municipal Code is hereby amended to add subdivision (c) as follows:

Sec. 14A-3-5. - Violations.

- (a) The owner or occupier of any premises where a nuisance is found to exist, or who violates any order of abatement served as provided in this chapter, shall be guilty of an infraction. The Community Development Director or his or her designee may issue

citations for such infractions; provided, that a previous warning has been given. Upon conviction thereof, the violator shall be punished by a fine not exceeding one hundred dollars for a first violation, two hundred dollars for a second violation within one year, and five hundred dollars for each additional violation within one year

(b) Every day that any such violation continues shall constitute a separate offense.

(c) Repeated Violations. Pursuant to California Government Code Section 38773.7, upon the entry of a second or subsequent civil or criminal judgment within a two-year period that finds an owner of property responsible for a condition that may be abated in accordance with California Government Code Section 38773.5, a court may order the owner to pay treble the costs of the abatement. These costs shall not include conditions abated pursuant to Section 17980 of the California Health and Safety Code.

**Section 5. Severability.** If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6. California Environmental Quality Act Finding.** The City Council of the City of Woodland finds the adoption of this ordinance to be statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA guidelines because the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

**Section 7. Effective Date.** This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

**Section 8. Publication.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, accordance with California Government Code section 36933. This ordinance shall take effect thirty (30) days after its adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland, California, at a regular meeting of the City Council held on the \_\_\_\_th day of \_\_\_\_\_, 2018 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kara K. Ueda, City Attorney

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TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 24.  
SUBJECT: PUBLIC HEARING - Public Art Ordinance. Approval of Public Art Ordinance and Related Consistency Amendments

**Recommendation for Action:**

Staff recommends that the City Council:

1. Conduct a public hearing; and
2. Waive the first reading of an Ordinance adding Section 25-21-90 to the Woodland Municipal Code related to Public Art Requirements for new construction projects; and
3. Schedule the second reading and adoption of the Ordinance for the February 6, 2018 City Council meeting; and
4. Adopt Resolution No. \_\_\_\_\_, amending the Community Design Standards for Commercial Development Section 10 to reference the Public Art Ordinance.

**Staff Contact:**

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

**Fiscal Impact:**

The City will incur a minor cost estimated at less than \$400 to publish a copy of the Ordinance after City Council adoption. Funds collected through payment of the proposed Public Art In-Lieu Fee into the Public Art Fund (as described below) may be used to acquire, commission, design, install, place, improve, and maintain Public Art throughout the City.

**Background:**

In February 1998, the City adopted the citywide Community Design Standards which includes the following provision pertaining to public art:

*"Incorporate public art into the development of all commercial and industrial projects. Public art is subject to the review of the Planning Commission or other such body established by the City Council."*

While the requirement for public art is clear, this provision provides little direction to project applicants regarding expectations of style, size, location, cost, etc. In implementing this policy over the past several years, staff finds most project applicants amenable to the idea of incorporating public art into their project, but frustrated with the lack of guidance this provision provides. Staff also finds that most project applicants would rather pay a public art in-lieu fee than provide the public art themselves as this requirement is outside of the expertise of most project developers.

As such, in partnership with the Planning Commission, staff has prepared a Public Art Ordinance to clarify when public art is required, what qualifies as public art, as well as the review and approval process. In crafting the proposed ordinance, staff researched a number of cities similar in size to Woodland to ensure proposed requirements were not overly burdensome to project applicants and were generally consistent with those requirements of similarly sized and thriving cities.

**Discussion:**

Public art is a critical element in providing for a diverse and culturally rich environment for Woodland residents and

visitors. Public art fosters economic development and activity and promotes cultural tourism by enlivening the public areas of buildings and expressing the vitality and heritage of the community. Accordingly, to achieve these desired outcomes, the Planning Commission requested that staff prepare a draft Public Art Ordinance to establish guidelines, design standards, and procedures for integrating public art into construction projects throughout the City of Woodland. The draft ordinance is provided as **Attachment 1** to this report.

The following is a summary of the key provisions of the proposed Public Art Ordinance:

**Public Art Definition.** Staff, in consultation with the Public Art Subcommittee and based on similar criteria used by YoloArts, recommends the following definition of “Public Art” for the purposes of providing clear direction to project applicants and to allow for the objective evaluation of a proposed art installation: *“Public Art” means an original work of a permanent nature in any variety of media produced by an Artist that may include sculpture, murals, photography, original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing, or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass, and other functional features that have been enhanced to be visually appealing.* Public Art does not include the following:

- (A) Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects, or fountains;
- (B) Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect (this shall not preclude the architect from being the Artist if such individual meets the definition of “Artist” as provided below);
- (C) Landscape architecture and landscape gardening except where these elements are designed by the Artist and are an integral part of the work of art by the Artist;
- (D) Directional elements such as super graphics, signage as defined in the City of Woodland Municipal Code, or color-coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;
- (E) Interpretive programs;
- (F) Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, print making, or other media arts, specifically commissioned by the City;
- (G) Existing works of art offered for sale or donation to the City, which do not have an established and recognized significance as public art among arts professionals and art appraisers as determined by the Design Review Authority;
- (H) Logos or corporate identity.

**Artist Definition.** “Artist” means a person who has a reputation among his or her peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment, as judged by the Design Review Authority for the project.

In determining whether an Artist is qualified for a particular project, the Design Review Authority shall consider the following criteria:

- (A) The Artist’s demonstrated successful, creative, innovative, and effective approach in comparable projects as that proposed;
- (B) Artist’s proven mastery or skill in at least one artistic medium;
- (C) Artist’s ability to complete the project within a reasonable timeframe as judged by the Design Review Authority for the project; and
- (D) The Artist’s prior experience in producing public art. If an Artist does not have prior experience in producing public art, the Artist shall be considered qualified if he or she has significant experience working as a professional artist as evidenced by the Artist’s exhibit record, critical review, honors, and awards.

#### **Public Art Requirement**

**Public Art Obligation Calculation.** Developers of commercial construction projects, as defined and specified below, shall be subject to the Public Art Requirement. The project specific Public Art obligation shall be based on project Construction Costs as defined in the proposed Ordinance and as further outlined below:

(A) **Nonresidential Construction.** Private nonresidential developments with a construction cost exceeding Three Hundred Fifty Thousand Dollars (\$350,000) and subject to site plan or design review approval shall devote an amount of not less than one percent (1%) of the construction cost for Public Art. Construction costs shall not include any portion of the project that includes system and operational equipment costs, grading, sidewalk repair or reconstruction, landscape installation, or utility facilities. Any developer of a nonresidential development project with construction costs that exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) may submit a request to the Design Review Authority for a less expensive public art contribution provided that the developer also submits documentation showing that such a contribution would be prohibitively expensive for project delivery.

(B) **Public Construction.** Public construction projects with a construction cost exceeding Three Hundred Fifty Thousand Dollars (\$350,000.00) shall devote an amount of not less than one percent (1%) of the construction cost for Public Art subject to determination of sufficient funding. The construction cost shall be verified by the City Engineer, and the cost shall not include the portion of any project that includes underground public works projects, tree planting, street or sidewalk repair or reconstruction, or utility facilities with the exception of administrative buildings.

**Public Art Obligation Satisfaction Options.** A developer may choose one of the following options to satisfy his/her Public Art obligation subject to the review and approval of the Design Review Authority for the project, except as otherwise described below:

(A) Install Public Art on the project site in a public place as approved by the Design Review Authority. The creator of the Public Art shall be an Artist as defined above;

(B) Pay an in-lieu fee in an amount equal to one percent (1%) of the development project construction cost to the Public Art Fund for the creation, acquisition, and placement of Public Art in the City. Payment of an in-lieu fee shall be subject to approval by the Community Development Director and is not subject to further Design Review Authority approval; or

(C) Place the required Public Art on an alternative project site in a location approved by the Design Review Authority.

**Exceptions.** The following development projects shall not be subject to the Public Art requirements:

(1) Repair or reconstruction of structures that have been damaged by fire, flood, wind, earthquake, or other calamity;

(2) Historic rehabilitation and/or preservation projects;

(3) Seismic retrofits or flood protection work performed on existing buildings and structures that do not otherwise qualify as new construction projects;

(4) Fire sprinkler installation work items as defined in Chapter 9 of the Woodland Municipal Code as part of an existing project;

(5) Solar or other renewable energy installation and energy efficiency upgrades as part of an existing project; and

(6) Infill development projects, either new construction or redevelopment of existing structures, that are located within the Woodland Downtown Specific Plan Area Boundary.

**Design Review Authority.** The Planning Commission shall serve as the Design Review Authority in most instances, including for the review & approval of all Public Art installations required as part of a private development project, until such time that the City Council designates or appoints a different body or subcommittee to serve as the Design Review Authority for Public Art.

**Maintenance of Public Art.** Developer/Applicant for both private and public construction projects shall submit a maintenance plan to the Design Review Authority for review and approval, shall maintain the Public Art, and shall be responsible for all maintenance costs for the duration of the Public Art's placement.

**Public Art Fund.** Public Art in-lieu contributions shall be placed into the Public Art Fund within the City's General Fund, and be maintained, managed, and reviewed by the Community Development Director. The Public Art Fund shall be used solely to acquire, commission, design, install, place, improve, and maintain Public Art throughout the City,

consistent with the purpose and objectives of this Section. A reasonable percentage of the Public Art Fund may be allocated for project administration, management and curatorial services as well as the preservation and maintenance of artworks in the City art collection.

The City Council shall review the Public Art Fund as part of its annual budget review, and approve allocations of Public Art Funds upon the recommendation of the Director or the Design Review Authority. Allocation of Public Art Funds shall consider available reserves for ongoing maintenance of City owned Public Art. City Council shall be the final approval authority on all Public Art projects undertaken through the Public Art Fund upon the recommendation of the Design Review Authority.

**Application and Review Process.** A proposal for all new Public Art installations shall be processed upon the application of the developer subject to the following:

(A) Developer shall file a completed application with the Community Development Director in a manner prescribed by the city and, as applicable, shall submit an environmental review form in addition to the following items:

- A vicinity map or site plan depicting the proposed Public Art installation location and dimensions;
- Photographs and/or elevations of the buildings located on site or those approved for development on-site;
- The proposed Artist's qualifications;
- A proposed maintenance plan for the Public Art;
- All required processing and application fees; and
- As applicable, developer shall submit material samples, color boards, photo simulations, or other graphic illustrations necessary for the Design Review Authority to determine potential visual impact of the proposed project, and the Public Art's style, scale, and design as compared to the project and surrounding buildings. The visual representation shall show the proposed Public Art as it would be seen from surrounding properties from various perspectives

The Community Development Director will verify that the Public Art will not interfere with use of other adjacent buildings or facilities, pedestrian access to public sidewalks, or public safety.

The Community Development Director and the Design Review Authority shall review the Developer's application, determine if it complies with the requirements of the ordinance, and shall approve or require resubmission with recommended modifications or conditions for approval based on the following Findings for Approval:

- (A) The proposal meets or exceeds the criteria outline in the ordinance and is consistent with the general plan and applicable land use designations.
- (B) The Public Art is consistent and compatible in its size, design, and appearance with the development and design of the proposed project and surrounding structures and neighborhood.
- (C) That the Public Art will be adequately maintained so as to ensure and preserve its purpose as a permanent piece of Public Art in the City.

*Please find the attached user-friendly "Public Counter Handout," which summarizes the Public Art requirement, options for fulfilling the obligation, and application/review process, as applicable, for private development projects (Attachment 3).*

#### **General Plan Consistency**

The proposed Public Art Ordinance furthers the city's community design goals and policies that identify public art as playing an important role in relating the story and identity of the city, specifically within the design of new neighborhood and commercial centers.

#### **Commission/Committee Recommendation:**

At its August 17, 2017 meeting, the Planning Commission considered the proposed Public Art Ordinance and

recommended that action on the item be continued to a subsequent meeting. The additional time provided the Planning Commission's Public Art Subcommittee an opportunity to work through key questions.

Members of the Subcommittee met with two City Council members in a 2 x 2 working group where additional consideration was given to private projects subject to the Public Art requirement. It was recommended that all infill development projects within the Downtown Specific Plan area boundary be exempted from the Public Art obligation and recommended that the obligation of private and public (capital projects) be equalized, with the Public Art obligation applicable to projects with construction costs at or over \$350,000 for both private and public projects.

Additionally, suggested language was added to the ordinance reiterating the city's commitment to working collaboratively with applicants to ensure a beneficial outcome for all parties. Other minor edits were made at the request of the Public Art Subcommittee and by Planning staff to clarify or correct specific sections of the ordinance.

On November 2, 2017, the Planning Commission voted 5-1-1 to support recommending to City Council adoption of the proposed Public Art Ordinance as presented on November 2, including related consistency amendments.

### **Conclusion:**

Staff recommends that the City Council:

1. Conduct a public hearing; and
2. Waive the first reading of an Ordinance adding Section 25-21-90 to the Woodland Municipal Code related to Public Art Requirements for new construction projects; and
3. Schedule the second reading and adoption of the Ordinance for the February 6, 2018 City Council meeting; and
4. Adopt Resolution No. \_\_\_\_\_, amending the Community Design Standards for Commercial Development Section 10 to reference the Public Art Ordinance.

Prepared By: Erika Bumgardner, Senior Planner

Reviewed By: Cindy Norris, Principal Planner



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Paul Navazio, City Manager

### **ATTACHMENTS:**

| Description                 | Upload Date | Type            |
|-----------------------------|-------------|-----------------|
| 1 - Public Art Ordinance    | 1/8/2018    | Ordinance       |
| 2 - City Council Resolution | 12/19/2017  | Resolution      |
| 3 - Public Counter Handout  | 1/8/2018    | Backup Material |

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
WOODLAND ADDING SECTION 25-21-90 TO THE WOODLAND  
MUNICIPAL CODE RELATED TO PUBLIC ART REQUIREMENTS  
FOR NEW CONSTRUCTION PROJECTS**

**WHEREAS**, the City of Woodland has a history of valuing public art and striving to incorporate public art into new development projects throughout the City of Woodland; and

**WHEREAS**, the City Council finds that public art is a critical element in creating a diverse and culturally rich environment for Woodland residents and visitors by enriching the economic, historical, and aesthetic value of the community; and

**WHEREAS**, the City Council therefore finds that establishing formal guidelines, standards, and procedures for regularly integrating public art into new construction projects throughout the City is in the public interest and will positively contribute to the general welfare, vitality, and heritage of the City; and

**WHEREAS**, it is the intent of the City Council and the City representatives administering the Public Art Ordinance to support and work collaboratively with project applicants on proposed Public Art installations as a means of enhancing the overall project design in a manner that mutually benefits the project as well as the broader community; and

**WHEREAS**, the Planning Commission considered amendments to the City's Zoning Ordinance to establish the guidelines, design standards, and procedures for incorporating public art into new construction projects at a duly noticed public hearing on November 2, 2017, pursuant to the Woodland Municipal Code; and

**WHEREAS**, following the public hearing, the Planning Commission adopted a resolution on a vote of 5-1-1 recommending the City Council's adoption of this Ordinance, and the City Council concurs in the recommendation.

**NOW, THEREFORE**, the City Council of the City of Woodland, California, does hereby ordain as follows:

**Section 1. Findings.** The above recitals are incorporated as though set forth in this section. Pursuant to Section 25-29-01 of the Woodland Municipal Code, the City Council further finds that the amendments to the Zoning Ordinance contained in this Ordinance are required to further the public benefits gained from incorporating public art into construction projects throughout the City, and that this Ordinance provides critical enrichment to the City's economic, cultural, and aesthetic

quality. As such, this Ordinance is necessary for the public necessity, convenience, and general welfare of the City, its residents, and visitors.

**Section 2. Amendment.** Section 25-21-90 is hereby added to the Woodland Municipal Code to read as follows:

**Section 25-21-90. – Public Art Requirements.**

(a) Purpose. The purpose of this Section is to establish clear guidelines, design standards, and procedures for integrating public art into construction projects throughout the City of Woodland. The City has determined that public art is a critical element in providing for a diverse and culturally rich environment for Woodland residents and visitors. Public art fosters economic development and activity and promotes cultural tourism by enlivening the public areas of buildings and expressing the vitality and heritage of the community. A well-conceived work of art can increase the value of a development project as well. Public art may enhance urban revitalization efforts as the overall image, beauty, and livability of the community are enhanced. Accordingly, to achieve these purposes, the City Council has determined that public art should be regularly integrated into new development projects citywide, however, it is the intent of this ordinance that this be a collaborative process between the City representatives and the applicant at all stages of the process with substantial deference to the applicant for how he or she wishes to incorporate public art within the project.

(b) Definitions. The following words and phrases, whenever used in this Section, shall be construed as follows:

“Artist” means a person who has a reputation among his or her peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment, as judged by the design review authority for the project. In determining whether an Artist is qualified for a particular project, the design review authority shall consider the following criteria:

(A) The Artist’s demonstrated successful, creative, innovative, and effective approach in comparable projects as that proposed;

(B) Artist’s proven mastery or skill in at least one artistic medium;

(C) Artist’s ability to complete the project within a reasonable timeframe as judged by the Design Review Authority for the project; and

(D) The Artist’s prior experience in producing public art. If an Artist does not have prior experience in producing public art, the Artist shall be considered qualified if he or she has significant experience working as a professional artist as evidenced by the Artist’s exhibit record, critical review, honors, and awards.

“Construction Cost” means the total cost of any development project subject to this Section. Calculations shall be based on all aspects of construction and improvement costs, not to include system and operational equipment costs, grading, or sidewalks as declared on all building permit

applications. Building permit applications shall include, but not be limited to, all building, plumbing, mechanical and electrical permit applications for the project.

“Design Review Authority” means the Planning Commission, unless and until the City Council designates or appoints a different body or subcommittee to serve as the Design Review Authority for Public Art.

“Developer” means the person or entity that is financially and legally responsible for the planning, development, and construction of any development project covered by this Section, who may, or may not, be the owner of the subject property.

“Director” means the Community Development Director, or his or her designee.

“Public Art” means an original work of a permanent nature in any variety of media produced by an Artist that may include sculpture, murals, photography, original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing, or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass, and other functional features that have been enhanced to be visually appealing. Public Art does not include the following:

(A) Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects, or fountains;

(B) Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect (this shall not preclude the architect from being the Artist if such individual meets the definition of “Artist” as provided above);

(C) Landscape architecture and landscape gardening except where these elements are designed by the Artist and are an integral part of the work of art by the Artist;

(D) Directional elements such as super graphics, signage as defined in the City of Woodland Municipal Code, or color-coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;

(E) Interpretive programs;

(F) Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, print making, or other media arts, specifically commissioned by the City;

(G) Existing works of art offered for sale or donation to the City, which do not have an established and recognized significance as public art among arts professionals and art appraisers as determined by the Design Review Authority;

(H) Logos or corporate identity.

“Public Art Fund” means a fund established and maintained by the City of Woodland for the purpose of acquiring, commissioning, designing, installing, placing, improving, and/or maintaining Public Art.

(c) Public Art Requirement.

(1) Public Art Obligation Calculation. Developers of commercial construction projects, as defined and specified below, shall be subject to the Public Art Requirement as outlined in this Section. The project specific Public Art obligation shall be based on project Construction Costs as defined in this Section and as further outlined below:

(A) Nonresidential Construction. Private nonresidential developments with a construction cost exceeding Three Hundred Fifty Thousand Dollars (\$350,000) and subject to site plan or design review approval shall devote an amount of not less than one percent (1%) of the construction cost for Public Art. Construction costs, as defined in this section, shall not include any portion of the project that includes system and operational equipment costs, grading, sidewalk repair or reconstruction, landscape installation, or utility facilities. Any Developer of a nonresidential development project with construction costs that exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) may submit a request to the Design Review Authority for a less expensive public art contribution provided that Developer also submits documentation showing that such a contribution would be prohibitively expensive for project delivery.

(B) Public Construction. Public construction projects with a construction cost exceeding Three Hundred Fifty Thousand Dollars (\$350,000.00) shall devote an amount of not less than one percent (1%) of the construction cost for Public Art subject to determination of sufficient funding. The construction cost shall be verified by the City Engineer, and the cost shall not include the portion of any project that includes underground public works projects, tree planting, street or sidewalk repair or reconstruction, or utility facilities with the exception of administrative buildings. A maintenance plan shall be developed to ensure any public art constructed as a component of a public construction project is adequately maintained and preserved.

(2) Public Art Obligation Satisfaction Options. A Developer may choose one of the following options to satisfy his/her Public Art obligation subject to the review and approval of the Design Review Authority for the project, except as otherwise stated below:

(A) Install Public Art on the project site in a public place as approved by the Design Review Authority. The creator of the Public Art shall be an Artist as defined in this Section.

(B) Pay an in-lieu fee in an amount equal to one percent (1%) of the development project construction cost to the Public Art Fund for the creation, acquisition, and placement of Public Art in the City. Payment of an in-lieu fee shall be subject to approval by the Community Development Director and not subject to further Design Review Authority Approval; or

(C) Place the required Public Art on an alternative project site in a location approved by the Design Review Authority.

(d) Exemptions. The following development projects shall not be subject to the requirements of this Section:

(1) Repair or reconstruction of structures that have been damaged by fire, flood, wind, earthquake, or other calamity;

(2) Historic rehabilitation and/or preservation projects -

(3) Seismic retrofits or flood protection work performed on existing buildings and structures that do not otherwise qualify as new construction projects;

(4) Fire sprinkler installation work items as defined in Chapter 9 of the Woodland Municipal Code as part of an existing project;

(5) Solar or other renewable energy installation and energy efficiency upgrades as part of an existing project; and

(6) Infill development projects, either new construction or redevelopment of existing structures, that are located within the Woodland Downtown Specific Plan Area Boundary.

(e) Design and Installation Standards.

(1) General. The Public Art shall relate in terms of scale, form, and material to the proposed project and adjacent buildings with regards to architecture and landscaping style to best complement the project site and its surroundings.

(2) Location.

(A) Public place. The Public Art shall be located in an exterior area on public or private property that is clearly visible to the general public as determined by the Design Review Authority.

(B) Public Art commissioned by the City using the Public Art Fund may be moved from time to time as part of a gallery collection placed in public buildings such as City Hall, the Library, or other publicly accessible facilities.

(3) Maintenance. The Developer shall submit a maintenance plan to the Design Review Authority for review and approval, shall maintain the Public Art, and shall be responsible for all maintenance costs for the duration of the Public Art's placement.

(f) Compliance.

(1) Prior to obtaining a certificate of occupancy, the Developer shall demonstrate compliance with this Section through one of the following:

(A) Completed installation of the required Public Art that satisfies the provisions of this section and any other conditions specified by the Design Review Authority's approval;

(B) Payment of the applicable in-lieu fee as outlined in Section (c)(2); or

(C) Written proof submitted to the Director of a contract to commission or purchase and install the required Public Art that was approved by the Design Review Authority for the development project. A performance security, in an amount and form determined by the Director, shall accompany such contract to adequately secure performance of the required Public Art.

(g) Public Art Fund. Public Art in-lieu contributions shall be placed into the Public Art Fund within the City's General Fund, and maintained, managed, and reviewed by the Director. The Public Art Fund shall be used solely to acquire, commission, design, install, place, improve, and maintain Public Art throughout the City, consistent with the purpose and objectives of this Section. A reasonable percentage of the Public Art Fund may be allocated for project administration, management and curatorial services as well as the preservation and maintenance of artworks in the City art collection. The City Council shall review the Public Art Fund as part of its annual budget review, and approve allocations of Public Art Funds upon the recommendation of the Director or the Design Review Authority. Allocation of Public Art Funds shall consider available reserves for ongoing maintenance of City owned Public Art. City Council shall be the final approval authority on all Public Art projects undertaken through the Public Art Fund upon the recommendation of the Design Review Authority.

(h) Developer's Pre-Application Proposal.

(1) Developer's Proposal. For each construction project subject to this Section's requirements, the Developer shall propose to the Director and the Design Review Authority one or more of the methods for the provision of Public Art described in subsection (c) Public Art Requirements, above.

(2) Pre-Application Meeting. Following submission of the Developer's Proposal, a pre-application meeting with the Developer, Director and the Design Review Authority is recommended for newly proposed Public Art to review the Proposal and development requirements and design and location standards for the type of Public Art proposed, and to ensure a qualified Artist is used. When available, it is recommended that the Applicant provide preliminary site plan and visual impact drawings to aide in the pre-applicant review process. These meetings are voluntary, and no fees shall be paid for the city's review of material provided at this stage.

(3) Review of Pre-Application Developer's Proposal. The Director and Design Review Authority shall review and respond to the Developer's proposal, if necessary, by recommending modifications to the proposed Application.

(i) Applications for Public Art Review. Form and content.

(1) Form and Content. A proposal for all new Public Art installations shall be processed upon the application of the Developer or its agent, subject to the following:

(A) Developer shall file a completed application with the Director in a manner prescribed by the city.

(B) Developer shall submit a vicinity map or site plan depicting the proposed Public Art installation location and dimensions.

(C) Developer shall submit photographs and/or elevations of the buildings located on site or those approved for development on-site.

(D) The Director will verify that the Public Art will not interfere with use of other adjacent buildings or facilities, pedestrian access to public sidewalks, or public safety.

(E) When applicable, Developer shall submit material samples, color boards, photo simulations, or other graphic illustrations necessary for the Design Review Authority to determine potential visual impact of the proposed project, and the Public Art's style, scale, and design as compared to the project and surrounding buildings. The visual representation shall show the proposed Public Art as it would be seen from surrounding properties from various perspectives.

(F) Developer shall submit the proposed Artist's qualifications.

(G) Developer shall submit a proposed maintenance plan for the Public Art.

(H) Developer shall submit all required processing and application fees. Such fees may be set and amended by resolution of the City Council.

(j) Approval for Public Art Applications. All public art proposals shall be reviewed by staff as part of the review process with a recommendation incorporated in the overall project staff report. The Design Review Authority shall review the public art component of the project as part of its consideration of the overall project in those cases where the applicant elects to submit an art installation for approval. The Design Review Authority shall determine if the proposed public art complies with the requirements of this Section (25-21-90), and shall approve or require resubmission with recommended modifications or conditions for approval based on the Findings for Approval.

(3) Findings for Approval for Public Art Applications.

(A) The proposal meets or exceeds the criteria of this Section 25-21-90, "Public Art Ordinance," of the Municipal Code, and is consistent with the general plan and applicable land use designations.

(B) The Public Art is consistent and compatible in its size, design, and appearance with the development and design of the proposed project and surrounding structures and neighborhood.

(C) That the Public Art will be adequately maintained so as to ensure and preserve its purpose as a permanent piece of Public Art in the City.

(4) Appeals. Any person dissatisfied with the decision to either approve, modify or deny an application for Public Art, may file an appeal in accordance with the procedures set forth in either Article 27 or 31 of Chapter 25, as applicable.

**Section 3. 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 4. Effective Date and Notice.** This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

**PASSED AND ADOPTED** by the City Council this \_\_\_\_ day of \_\_\_\_\_ 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Enrique Fernandez, Mayor

ATTEST:

\_\_\_\_\_  
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kara K. Ueda, City Attorney

City Council Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND  
AMENDING SECTION 10 OF THE CITY OF WOODLAND COMMUNITY DESIGN  
STANDARDS TO REFLECT UPDATES TO THE WOODLAND MUNICIPAL CODE  
PERTAINING TO PUBLIC ART REQUIREMENTS**

**WHEREAS**, the City Council held a duly noticed public hearing on January 16, 2018, to review and consider approval of an ordinance pertaining to Public Art requirements for new development projects throughout the City of Woodland; and

**WHEREAS**, the City Council finds that public art is a critical element in creating a diverse and culturally rich environment for Woodland residents and visitors by enriching the economic, historical, and aesthetic value of the community; and

**WHEREAS**, the City Council therefore finds that establishing formal guidelines, standards, and procedures for regularly integrating public art into new construction projects throughout the City is in the public interest and will positively contribute to the general welfare, vitality, and heritage of the City; and

**WHEREAS**, the proposed adoption of a Public Art Ordinance is Categorically Exempt from CEQA pursuant to Section 15183 and Section 15061 (b)(3) of the CEQA Guidelines. The proposed ordinance provides formal guidelines, standards, and procedures for regularly integrating public art into new construction projects. The ordinance is limited in scope and will not result in substantive regulatory changes that could result in environmental impacts. The amendment is consistent with the policies of the General Plan, covered by the General Plan EIR; and

**WHEREAS**, the City Council adopted the Woodland Community Design Standards by City Council Resolution 4035, on February 3, 1998, and amended on April 6, 2002, by Resolution 4527, and Section 10 pertaining to a public art requirement needs to be updated to bring it into compliance with proposed updates to the Woodland Municipal Code; and

**WHEREAS**, the City Council has determined that the proposed amendments to the Woodland Community Design Standards are in general conformance with the Woodland General Plan policies that identify public art as playing an important role in relating the story and identity of the city, specifically within the design of new neighborhood and commercial centers; and

**WHEREAS**, on November 2, 2017, the Planning Commission voted 5-1-1 to recommend City Council approval of the proposed amendments to the Woodland Community Design Standards; and

**WHEREAS**, proper notice of this public hearing was given in all respects as required by law; and

**WHEREAS**, the City Council has reviewed all written evidence and oral testimony presented to date.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Woodland does adopt the following amendments to the Woodland Community Design Standards:

**Section 1. Amendment.** Section 10 of the City of Woodland Community Design Standards, Design Standards for Commercial Development is hereby amended to read as follows (double underline shows added text, strikethrough shows deleted text):

Public Art shall be incorporated into non-residential projects subject to the requirements of Section 25-21-90 of the Woodland Municipal Code. ~~Incorporate public art into the development of all commercial and industrial projects. Public art is subject to the review of the Planning Commission or other such body established by the City Council.~~

**PASSED AND ADOPTED** by the City Council this 16<sup>th</sup> day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**CITY OF WOODLAND**

\_\_\_\_\_  
Enrique Fernandez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ana Gonzalez, City Clerk

\_\_\_\_\_  
Kara K. Ueda, City Attorney

Dated:\_\_\_\_\_



Community Development Dept.  
300 First St, Woodland CA 95695  
(530) 661-5820  
[www.cityofwoodland.org](http://www.cityofwoodland.org)

## PUBLIC ART (MUNICIPAL CODE SEC. 25-21-90)

### Public Art Ordinance Summary and Application Requirements for Private Nonresidential Projects

*This brochure summarizes key ordinance requirements pertaining to Public Art in the city and is not intended to be an exhaustive list. Please contact Planning staff if you have questions particular to your project.*

*Public art is a critical element in providing for a diverse and culturally rich environment for Woodland residents and visitors. Public art fosters economic development and activity and promotes cultural tourism by enlivening the public areas of buildings and expressing the vitality and heritage of the community. It is the intent of the City's Public Art Ordinance to be a collaborative process between city representatives and the applicant at all stages of the process with substantial deference to the applicant for how he or she wishes to incorporate public art within the project.*

**PUBLIC ART DEFINITION:** An original work of a permanent nature in any variety of media produced by an Artist that may include sculpture, murals, photography, original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing, or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass, and other functional features that have been enhanced to be visually appealing.

**PUBLIC ART OBLIGATION:** Developers of commercial (nonresidential) construction projects with a **construction cost\*** exceeding Three Hundred Fifty Thousand Dollars (\$350,000) and subject to site plan or design review approval shall devote an amount of not less than one percent (1%) of the construction cost for Public Art.

*\* **Construction costs** do not include any portion of the project that includes system and operational equipment costs, grading, sidewalk repair or reconstruction, landscape installation, or utility facilities.*

**OBLIGATION SATISFACTION OPTIONS:** A Developer may choose one of the following options to satisfy his/her Public Art obligation subject to the review and approval of the Planning Commission:

1. Install Public Art on the project site in a public place as approved by the Planning Commission. The creator of the Public Art shall be an **Artist\*\*** as defined below;
2. Pay an in-lieu fee in an amount equal to one percent (1%) of the development project construction cost to the Public Art Fund for the creation, acquisition, and placement of Public Art in the City; or
3. Place the required Public Art on an alternative project site in a location approved by the Planning Commission.

**\*\* "Artist"** means a person who has a reputation among his or her peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment, as judged by the design review authority for the project. In determining whether an Artist is qualified for a particular project, the Design Review Authority [i.e. Planning Commission] shall consider the following criteria:

- The Artist's demonstrated successful, creative, innovative, and effective approach in comparable projects as that proposed;
- Artist's proven mastery or skill in at least one artistic medium;
- Artist's ability to complete the project within a reasonable timeframe as judged by the Design Review Authority for the project; and
- The Artist's prior experience in producing public art. If an Artist does not have prior experience in producing public art, the Artist shall be considered qualified if he or she has significant experience working as a professional artist as evidenced by the Artist's exhibit record, critical review, honors, and awards.

**DESIGN & INSTALLATION STANDARDS:** In those cases where the applicant elects to submit an art installation for approval, the Planning Commission, acting as the Design Review Authority, shall review the public art component of the project as part of its consideration of the overall project. The Public Art shall relate in terms of scale, form, and material to the proposed project and adjacent buildings.

**APPLICATIONS FOR PUBLIC ART REVIEW:** A proposal for all new Public Art installations shall be processed upon the application of the Developer or its agent. Applications packets shall consist of the following:

- a. Completed General Application Form.
- b. Vicinity map or site plan depicting the proposed Public Art installation location and dimensions.
- c. Photographs and/or elevations of the buildings located on site or those approved for development on-site.
- d. When applicable, Developer shall submit material samples, color boards, photo simulations, or other graphic illustrations necessary for the Planning Commission to determine potential visual impact of the proposed project, and the Public Art's style, scale, and design as compared to the project and surrounding buildings. The visual representation shall show the proposed Public Art as it would be seen from surrounding properties from various perspectives.
- e. Artist's qualifications.
- f. Proposed maintenance plan for the Public Art.

**COMPLIANCE:** Prior to obtaining a Certificate of Occupancy, the Developer shall demonstrate compliance with the Public Art requirement through one of the following:

1. Completed installation of the required Public Art that satisfies the provisions of the City's Public Art Ordinance as summarized in this brochure and any other conditions specified by the Planning Commission's approval;
2. Payment of the applicable in-lieu fee; or
3. Written proof submitted to the Community Development Director of a contract to commission or purchase and install the required Public Art that was approved by the Planning Commission. A performance security, in an amount and form determined by the Director, shall accompany such contract to adequately secure performance of the required Public Art.

**EXEMPTIONS:** The following development projects shall not be subject to the Public Art requirement:

- a. Repair or reconstruction of structures that have been damaged by fire, flood, wind, earthquake, or other calamity;
- b. Historic rehabilitation and/or preservation projects;
- c. Seismic retrofits or flood protection work performed on existing buildings and structures that do not otherwise qualify as new construction projects;
- d. Fire sprinkler installation work items as defined in Chapter 9 of the Woodland Municipal Code as part of an existing project;
- e. Solar or other renewable energy installation and energy efficiency upgrades as part of an existing project; and
- f. Infill development projects, either new construction or redevelopment of existing structures, that are located within the Woodland Downtown Specific Plan Area Boundary.

**ONLINE RESOURCE** Zoning Ordinance, Article 25-21-90:

[https://library.municode.com/ca/woodland/codes/code\\_of\\_ordinances?nodeId=THCOWOCA\\_CH25Z00R](https://library.municode.com/ca/woodland/codes/code_of_ordinances?nodeId=THCOWOCA_CH25Z00R)

\* \* \*

**If you have questions, please call the Community Development Department at  
(530) 661-5820. Staff is available from 8:00 AM to 4:00 PM at 300 1<sup>st</sup> Street, Woodland, CA 95695**





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 25.  
SUBJECT: PUBLIC HEARING - Agreement to Join the California Public Finance Authority (CalPFA) and Approval of Mortgage Revenue Bonds to be Issued by CalPFA for the Acquisition/Rehabilitation of The Greenery Apartments

**Recommendation for Action:**

Staff recommends that the City Council take the following actions:

1. Hold a public hearing, which is a Federal requirement for projects involving tax-exempt bond financing, known as the Tax Equity and Fiscal Responsibility Act (TEFRA) hearing;
2. Adopt Resolution No. \_\_\_\_\_, approving a joint exercise of powers agreement relating to the California Public Finance Authority (CalPFA), agreeing to join the CalPFA as an additional member, and approving the issuance of mortgage revenue bonds by the CalPFA not to exceed twenty million dollars (\$20,000,000) for the purposes of financing the acquisition and rehabilitation of The Greenery Apartments affordable housing facility; and
3. Authorize the City Manager to execute any and all documents needed for the City to implement the project.

**Staff Contact:**

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

**Fiscal Impact:**

Issuance of revenue bonds to finance the acquisition and rehabilitation of The Greenery by Reliant – Valley, LP, will not result in a fiscal impact for the City. The bonds themselves are secured by the property itself and neither the Issuer (CalPFA) nor the City of Woodland has any repayment obligation. The City will receive an annual payment through CalPFA's Community Benefit Program equal to ten percent of CalPFA's annual administrative fee collected for the term of the bonds issued for The Greenery. The annual payment would be less than \$1,000 and would decrease each year as the principal balance of the bonds is reduced.

**Background:**

The Greenery is a 95-unit apartment complex with one- and two-bedroom units located at 505 West Cross Street (southeast corner of West Cross/Cottonwood streets). Last rehabilitated in approximately 2001, the complex was constructed in 1974 and provides affordable housing based on a project-based Section 8 contract for lower-income households. Reliant purposes to acquire/rehabilitate the complex and continue to operate the development for lower-income households.

Reliant's financing plan includes the issuance of tax exempt bonds specifically for The Greenery project. Reliant requests that the City hold a Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing. The hearing provides an opportunity for the City to receive public comment on the proposed issuance of the bonds. Reliant also requests that the City adopt a resolution to approve a joint exercise of powers agreement relating to the CalPFA, agree to join the CalPFA as an additional member, and approve the issuance of mortgage revenue bonds by the CalPFA not to exceed twenty million dollars (\$20,000,000) for the purposes of financing the acquisition and rehabilitation of The Greenery Apartments affordable housing facility. The City would not incur a cost for joining CalPFA as an additional member.

CalPFA is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purposes of issuing tax-exempt and taxable conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA's mission is to provide local governments and eligible private entities access to low-cost, tax-exempt and other financing for projects that contribute to social and economic growth and improve the overall quality of life in communities throughout the state.

A public hearing notice was published in the Daily Democrat at least fourteen (14) calendar days prior to tonight's meeting.

**Discussion:**

Reliant's tentative renovation scope for The Greenery covers both interior and exterior improvements at a cost of approximately \$40,000 per unit. The rehabilitation work will include new cabinets and countertops in kitchens and baths; new flooring in kitchens and baths; new energy efficient appliances in the residential units; the addition of ceiling fans; the installation of low flow toilets, showerheads, and faucets; and other features. For the exterior and common areas, improvements will include new roofs, renovation of the community and laundry rooms, replacement of the playground and community garden, installation of solar arrays for the common areas, installing WiFi in the common areas, and other features.

While temporary tenant relocation will be required during the rehabilitation of The Greenery, it is anticipated that this will be limited to the daytime hours of 9 a.m. to 5 p.m. so residents will be able to return to their units in the evenings and not need to live off-site during the rehabilitation. Reliant estimates an eight-month period for the work with four to five units being rehabilitated at a time for up to five consecutive weekdays. Some tenant belongings will need to be packed and moved to the center of their units. Reliant will provide residents with packing materials, meal stipends, and assistance with packing as needed. Management staff at The Greenery will ensure that onsite "host" units and the community room are available for residents to utilize while they are required to be out of their units.

**Conclusion:**

Staff recommends that the City Council take the following actions:

1. Hold a public hearing, which is a Federal requirement for projects involving tax-exempt bond financing, known as the Tax Equity and Fiscal Responsibility Act (TEFRA) hearing;
2. Adopt Resolution No. \_\_\_\_\_, approving a joint exercise of powers agreement relating to the California Public Finance Authority (CalPFA), agreeing to join the CalPFA as an additional member, and approving the issuance of mortgage revenue bonds by the CalPFA not to exceed twenty million dollars (\$20,000,000) for the purposes of financing the acquisition and rehabilitation of The Greenery Apartments affordable housing facility; and
3. Authorize the City Manager to execute any and all documents needed for the City to implement the project.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director



Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                                                                            | Upload Date | Type       |
|----------------------------------------------------------------------------------------|-------------|------------|
| City Council Resolution                                                                | 12/18/2017  | Resolution |
| Joint Exercise of Powers Agreement Relating to the California Public Finance Authority | 12/18/2017  | Agreement  |

## RESOLUTION \_\_\_\_\_

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF THE GREENERY APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO**

WHEREAS, Reliant – Valley, LP (the “Borrower”) or a partnership created by Reliant Group Management (the “Developer”), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”) for the acquisition, rehabilitation, improvement and equipping of a 95-unit multifamily rental housing project located at 505 W. Cross Street, Woodland, California, generally known as The Greenery Apartments (the “Project”) and operated by FPI Management; and

WHEREAS, the Project is located within the City of Woodland (the "City"); and

WHEREAS, the City proposes to become an Additional Member of the Authority pursuant to Section 12 of the Joint Exercise of Powers Agreement (the "Agreement") relating to the California Public Finance Authority; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Woodland (the "City Council") is the elected legislative body of the City and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the City Council understands that its actions in holding this public hearing and in approving this Resolution do not obligate the City in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said City Council expressly conditions its approval of this Resolution on that understanding.

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

Section 1. The City hereby requests to become an Additional Member of the Authority pursuant to Section 12 of the Agreement. The Agreement is hereby approved and the Mayor of the City and all other proper officers and officials of the City, or a designee thereof, are hereby authorized and directed to execute the Agreement.

The City Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the City Council/Board of Supervisors] that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located.

Section 2. The officers of the City Council are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The City Council expressly conditions its approval of this Resolution on its understanding that the City shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Woodland held on this 16th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

---

Enrique Fernandez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Ana Gonzalez, City Clerk

---

Kara K. Ueda, City Attorney

**JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA PUBLIC FINANCE AUTHORITY**

THIS AGREEMENT, dated as of May 12, 2015, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Charter Members"):

**WITNESSETH**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means; and

WHEREAS, each Member is also empowered by law to acquire, construct, improve, operate and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, leases, installment sale or other financing agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, purchase or acquisition of property, receivables, commodities, bonds, other revenue streams or assets of any kind, liability or other insurance, or retirement programs, or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Public Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1.     Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2.     Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement, resolution or other instrument pursuant to which such Bonds are issued.

**Section 3.     Authority.**

**A.       CREATION AND POWERS OF AUTHORITY.**

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Public Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") whose members shall be, at all times, members of the Board of Supervisors (the "Board of Supervisors") of Kings County, California, with each such Director serving in his or her individual capacity as Director of the Board. The term of office as a member of the Board shall terminate when such member shall cease to be a member of the Board of Supervisors and the successor to such member of the Board of Supervisors shall become a member of the Board.

Notwithstanding the preceding paragraph, the Board may by resolution or bylaws provide for changes in the qualifications, composition and number of Directors, the appointment of Directors, successors, their respective terms of office and any other provisions relating to the qualification and office of the Directors, including provision for alternative Directors (in which case all references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director).

The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein.

Directors shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

#### D. MEETINGS OF THE BOARD.

##### (1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

##### (2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

##### (3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

##### (4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors present at the meeting, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such bylaws, policies or rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, improve, own, maintain and operate, or provide for maintenance and operation, and sell, lease, pledge, assign, mortgage or otherwise dispose, of any property, improvements, commodities, leases, contracts, receivables, bonds or other revenue streams or assets of any kind; to exercise the power of condemnation; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to establish and collect fees; to form public benefit nonprofit corporations or other affiliate entities to accomplish any of its purposes; to make grants, loans or provide other financial assistance to governmental, nonprofit and for profit organizations to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes. The boundaries of the Authority shall encompass the boundaries of all the Members and the powers of the Authority may be exercised anywhere within those boundaries or to the extent permitted by the laws of the State of California, including, but not limited to the Joint Exercise of Powers Act, outside of those boundaries, which may be outside of the State of California, provided that the power of condemnation may only be exercised within the jurisdictional boundaries of the Charter Members.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property, contracts or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5.     Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2015.

**Section 6.     Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

**Section 7.     Bonds.**

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing or refinancing or on post-issuance compliance or administration may be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds, payments made by Bond obligors or other third parties, or any other unencumbered funds of the Authority available for such purpose.

**Section 8.     Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except the Authority from the revenues and funds pledged and available therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the

Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity, and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

#### **Section 9.     Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

**Section 10. Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided that, to the extent permitted by law, the Authority may provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

**Section 12. Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Charter Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Charter Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Qualifying public agencies may also be added as Non-Charter Members ("Additional Members") of the Authority upon: (1) the filing by such public agency with the Authority of a resolution of the governing body of such public agency requesting to be added as an Additional Member of the Authority, and (2) adoption of a resolution of the Board approving the addition of such public agency as an Additional Member. An Additional Member may limit in the aforementioned resolution the scope of its Additional Membership to what is necessary or appropriate to facilitate the financing or refinancing of one or more specified projects or programs.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that at least one Member shall be a Charter Member and no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board, which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

**Section 13. Indemnification.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by

reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Board may purchase a policy or policies of insurance in furtherance of any indemnification obligation created or otherwise in protection of Directors, officers, employees or other agents.

#### **Section 14. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and to nonprofit organizations to accomplish any of the governmental unit's or nonprofit organization's purposes.

#### **Section 15. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

#### **Section 16. Amendments.**

Except as provided in Sections 3B and 12 above, this Agreement shall not be amended, modified, or altered, unless the written consent of each of the Charter Members is obtained; provided that no amendment shall materially adversely affect the interests of any Additional Member unless the negative consent of that Additional Member is also obtained. To obtain the negative consent of each such Additional Member, the following negative consent procedure shall be followed: (a) the Authority shall provide each such Additional Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each such Additional Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become

effective; and (c) if no such Additional Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

**Section 17. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Charter Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Charter Member approving this Agreement and the execution and delivery hereof.

**Section 18. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 20. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

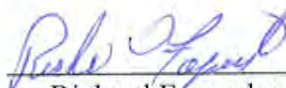
This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized representatives as of the day and year first above written.

Charter Member:

COUNTY OF KINGS

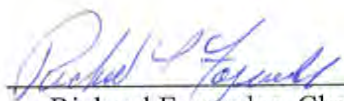
By   
Richard Fagundes, Chairman  
Kings County Board of Supervisors

ATTEST:

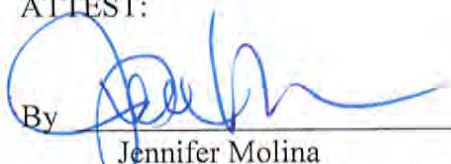
By   
Catherine Venturella  
Clerk of the Board

Charter Member:

HOUSING AUTHORITY OF THE  
COUNTY OF KINGS

By   
Richard Fagundes, Chairman

ATTEST:

By   
Jennifer Molina  
Clerk of the Housing Authority Board

IN WITNESS WHEREOF, the Additional Members hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Dated: \_\_\_\_\_

Additional Member Name:

\_\_\_\_\_  
By:  
Its:

ATTEST:

\_\_\_\_\_  
By:  
Its:





TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 26.  
SUBJECT: Consideration of Funding Priorities for FY 2018/19  
Community Development Block Grant Program

**Recommendation for Action:**

Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2018/19 Community Development Block Grant (CDBG) program.

**Staff Contact:**

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

**Fiscal Impact:**

The Federal governments permits CDBG entitlement communities to use up to 20 percent of its annual entitlement and available program income (repaid CDBG loans) for administration which includes staff costs. During FY 2017/18, \$100,589 is available for the City's administration expenses [ 0.2 x (\$469,279 entitlement + \$33,669.24 program income)]. While the Federal government has not adopted a final budget for Federal FY 2018 (October 1, 2017 – September 30, 2018), a preliminary estimate is that Woodland's CDBG entitlement will be no more than the current entitlement amount, \$469,279. Staff does not expect the City to receive program income totaling \$25,000 or more in FY 2017/18. Pursuant to CDBG regulations, a CDBG grantee generating less \$25,000 in program income during a fiscal year may transfer the funds to the general fund. If the amount is \$25,000 or more, a grantee must then use the program income for its CDBG program in the following year.

**Background:**

As a CDBG entitlement recipient, the City receives CDBG funds on an annual basis from the Federal government. The City's entitlement amount varies each year and HUD has not released the FY 2018/19 amount. The following information details how the funding of \$502,948.24 for the current fiscal year (FY 2017/18) have been allocated.

**Public Infrastructure (Available CDBG funds \$326,917.24, 65% of total CDBG resources)**

- Yolo Family Service Agency, Onsite Therapeutic Playground – \$22,147.24
- Yolo Wayfarer Center, Shelter Courtyard – \$42,000
- City of Woodland, ADA Accessibility Project – \$180,000
- St. John's Retirement Village, New Roof Building 515-516 – \$22,700
- New Hope Community Development Corporation, Cottonwood Meadows Stairwell/Siding 2 – \$60,000

**Public Services (Available CDBG funds \$75,442, 15% of total CDBG resources)**

- Planned Parenthood Mar Monte, Teen Success – \$2,000
- Northern California Children's Therapy Center, Project Hope for Children – \$7,500
- Yolo Community Care Continuum, New Dimensions Supported Housing – \$10,500
- Yolo Wayfarer Center DBA Fourth and Hope, Emergency Shelter Services – \$13,000
- Short Term Emergency Aid Committee, Woodland Homeless Prevention Program – \$6,000
- Empower Yolo, Shelter Services – \$9,442
- Meals on Wheels Yolo County, Home Delivered Meals Program – \$11,000
- Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention – \$6,000
- Legal Services of Northern California, Fair Housing Services – \$10,000

**Administration (Available CDBG funds \$100,589, 20% of total CDBG resources)**

- Staff costs, public noticing, and other costs related to the administration of the CDBG program

CDBG regulations limit public service and administration expenditures to 15% and 20%, respectively, of the total CDBG resources (annual entitlement plus available program income funds). It has been the City's longstanding practice to reserve at least 40% of the available public service funds for food and shelter programs. For FY 2017/18, food and shelter programs are receiving 74.2% of the available public service funds. The food and shelter programs funded consist of the Yolo Community Care Continuum, Yolo Wayfarer Center, Short Term Emergency Aid Committee, Empower Yolo, Meals on Wheels Yolo County, and the Yolo County Children's Alliance.

By early February the City will release a CDBG notice of availability for the City's FY 2018/19 program. An applicant workshop will be held in February and applications will be due in late February or early March. City staff will convene a CDBG Review Panel with at least three community members to review the submitted applications and make recommendations on funded applicants and the level of funding. A public meeting will be held in April to obtain public comments on the review panel's recommendations. By June, the City Council will review and finalize the funding allocations for FY 2018/19 during consideration of the City's FY 2018/19 CDBG Action Plan at a noticed public hearing that will occur in the May/June timeframe.

**Discussion:**

The President's budget proposal for Federal FY 2018 eliminated the CDBG program and reduced or eliminated other housing-related programs. Although there has been resistance from both the U.S. House of Representatives and Senate to this approach, CDBG funding has been mostly flat or in decline for a number of years. This year was an exception as the City's entitlement increased 6.5 percent (or \$28,661) from the previous year and City's CDBG program benefitted from more than \$33,000 in program income. This allowed the City to fund infrastructure projects deeper than in previous years and increase funding for public service programs, particularly for programs that provide food and shelter. For FY 2018/19, staff anticipates CDBG funding will be flat or slightly reduced.

**Conclusion:**

Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2018/19 Community Development Block Grant (CDBG) program.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director



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Paul Navazio, City Manager



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 27.  
SUBJECT: 2018 Community Service Awards Nominating Committee Report

**Recommendation for Action:**

Staff recommends that the City Council:

- 1) Approve the nominating committee's recommended recipients selected to receive the 2018 Community Service Award; and
- 2) Determine which Council Members will present the awards to the selected award recipients.

**Staff Contact:**

Jennifer Robinson, Secretary to the City Manager, (530) 661-5800, [jennifer.robinson@cityofwoodland.org](mailto:jennifer.robinson@cityofwoodland.org)

**Background:**

It is customary that the City Council selects the recipients of the annual Community Service Awards, and presents the awards at the event. The nomination committee met on Wednesday, January 10 at 6:00pm to review and discuss all nominations received this year and nominees that were submitted last year, but were not selected. The Nomination Committee consisted of Mayor Pro Tempore Xochitl Rodriguez, Cruz Ortiz, Dotty Pritchard, Gary Traynham, Kathy Trott, Marco Lizarraga, and Marie Perea.

**Discussion:**

At the 2018 Community Service Award Nomination Committee Meeting on January 10, members reviewed all nominations received this year and also nominees that were submitted last year but not selected. Committee members considered nominees' significant contributions to the community in accordance with the award's criteria of:

- Community leadership
- Demonstrated, selfless service to the community
- Dependability in completing assignments/projects
- Interest in varied activities

The Committee recommends the 2018 Community Service Award be presented to the following recipients:

- Faye Di Dio
- Greta Eoff
- Deborah Zavala
- Soroptimist International

Council Members will each select one recipient to present the Community Service Award to at a dinner the evening of Thursday, February 22, 2018 at the Community & Senior Center.

City Council approval of the selected nominees on January 16 will enable staff to complete the arrangements for the event which will recognize the recipients for their contributions to the Woodland community.

**Conclusion:**

Staff recommends that the City Council:

- 1) Approve the nominating committee's recommended recipients selected to receive the 2018 Community Service Award; and
- 2) Determine which Council Members will present the awards to the selected award recipients.

Prepared By: Jennifer Robinson, Secretary to the City Manager

Reviewed By: Ana Gonzalez, City Clerk

A handwritten signature in cursive script, appearing to read "Paul Navazio".

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Paul Navazio, City Manager



TO: THE HONORABLE MAYOR AND CITY COUNCIL  
DATE: January 16, 2018  
ITEM #: 28.  
SUBJECT: Status Report - 2017-2018 Council Goals

**Recommendation for Action:**

Staff recommends that the City Council receive a status report on progress toward achieving Council's priority goals for 2017-18.

**Staff Contact:**

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

**Fiscal Impact:**

This is an informational report and as such results in no direct fiscal impact to the city. The specific programs, projects and initiatives reflected in the Council's adopted goals will inform budget recommendations, across all city funds, in order to ensure alignment of available resources in support of the identified goals.

**Background:**

Following the seating of the current City Council in December 2016, the Council participated in a series of study sessions specifically focused on reviewing and updating its priority goals, building upon the goal-setting framework established by the Council starting in 2012. Through these study sessions, held in January and February of 2017, the Council worked collaboratively with staff to formulate the City Council Priority Goals for the 2017-2018 council term.

The start of 2018, concurrent with the rotation of the Mayor and Mayor Pro Tempore, marks the mid-point of the biennial council term wherein it is appropriate to review progress made toward achieving the 2017-2018 goals, and consider modifications and/or additions to the current slate of priority goals.

**Discussion:**

This agenda item summarizes progress made over the past 12 months toward priority initiatives established by the current council across eight overarching goals and objectives:

- Quality of Life
- Sustainability
- Economic Development
- Public Safety
- Infrastructure
- Fiscal Stability
- Governance / Organizational Effectiveness

Specifically, the attached status report identifies within each goal area, specific initiatives that have been "completed", substantially "in progress", or remain "pending."

In addition, staff has included selected items under "new initiatives" to reflect projects and initiatives that have either arisen or evolved since approval of 2017-2018 Council Goals, requiring significant investment of staff time and resources.

City Council review and feedback on the priorities outlined in this report will be useful in both ensuring proper focus for the remainder of this Council term, as well as informing upcoming budget discussions so as to ensure alignment between

work priorities and the city's limited discretionary resources.

Prepared By: Paul Navazio, City Manager



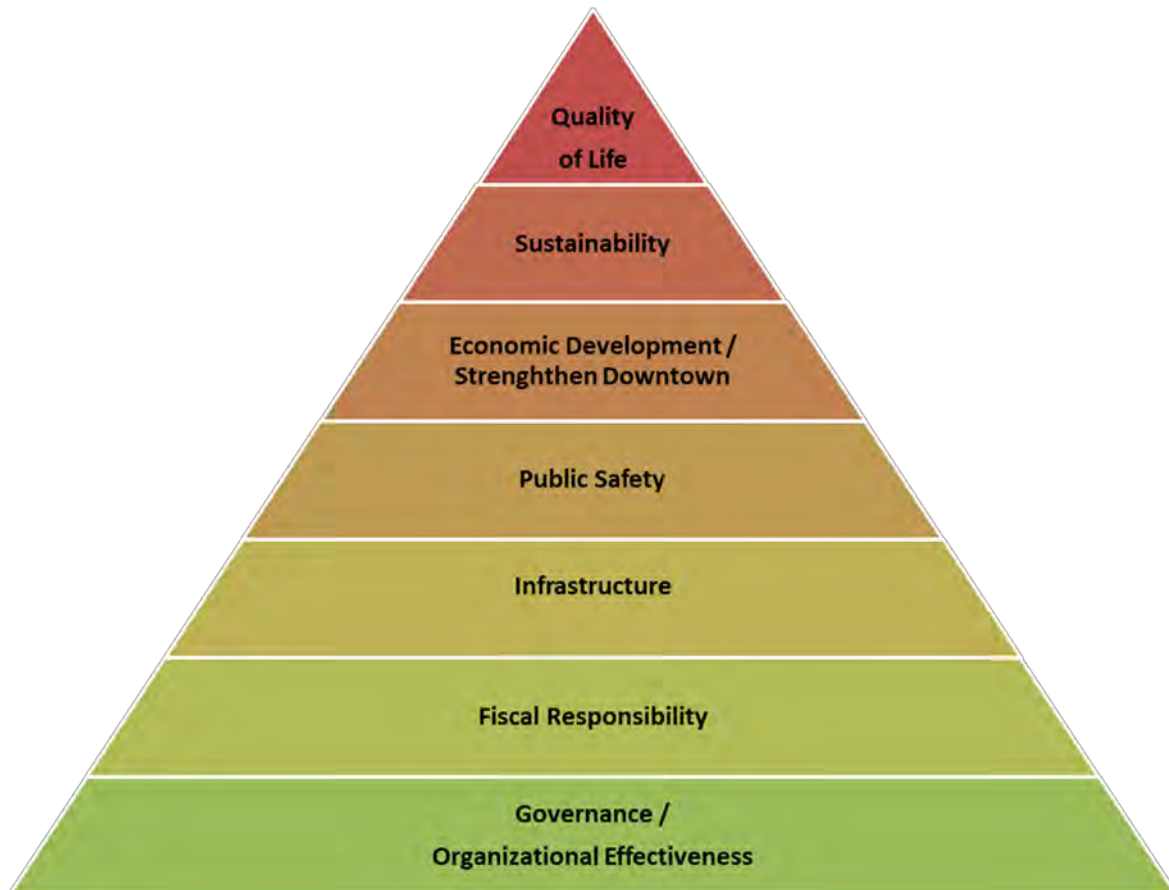
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Paul Navazio, City Manager

**ATTACHMENTS:**

| Description                    | Upload Date | Type    |
|--------------------------------|-------------|---------|
| Status Report CC Goals 2017-18 | 1/11/2018   | Exhibit |

# **CITY COUNCIL PRIORITY GOALS - 2017-2018**



### City Council Priority Goals - FY 2017-2018

| QUALITY OF LIFE                           |                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | <i>Maintain and enhance Woodland's quality of life by promoting a wide range of parks and recreational facilities and activities, and provision of exceptional public services, consistent with community expectations.</i>                                                                             |
| SUSTAINABILITY                            |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Foster a sustainable community for the next generation and protect and improve the quality of the natural environment and human well-being through stewardship of land, water, air and energy resources and by providing all residents with opportunities to live active and healthy lifestyles.</i> |
| STRENGTHEN DOWNTOWN                       |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Revitalize the Downtown district as the Heart of the City, and center of civic activity, by enhancing a mix of residential and commercial activity, while preserving its historic and cultural resources and small-town character.</i>                                                               |
| ECONOMIC DEVELOPMENT / JOB CREATION       |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Provide for a diversified economic base with a range of employment opportunities by supporting growth of existing businesses, and providing expanded opportunities for new businesses through targeted infrastructure investments and leveraging existing community and regional assets.</i>         |
| PUBLIC SAFETY                             |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Maintain and enhance Woodland's quality of life by ensuring the highest level of public safety</i>                                                                                                                                                                                                   |
| INFRASTRUCTURE                            |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Ensure that the City's physical infrastructure is planned, funded and maintained to provide for current and future community needs, in support of commercial, recreational and environmental requirements and standards, while managing the overall cost consistent with available resources.</i>    |
| FISCAL RESPONSIBILITY                     |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Maintain structurally-balanced budget where current services can be sustained with ongoing, recurring revenues, while maintaining prudent reserves, adequately funding infrastructure maintenance and replacement needs, and addressing long-term unfunded liabilities and debt obligations.</i>     |
| GOVERNANCE / ORGANIZATIONAL EFFECTIVENESS |                                                                                                                                                                                                                                                                                                         |
|                                           | <i>Promote a local government and city organization that is committed to meeting the needs of the community, encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.</i>                                                     |

## QUALITY OF LIFE

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Maintain and enhance Woodland's quality of life by promoting a wide range of parks and recreational facilities and activities, provision of exceptional public services, consistent with community expectations.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Identify funding opportunities to further expand recreation programs and library services, to include focus on facility needs
- B. Ensure adequate funding to maintain parks, streetscapes, and other community amenities
- C. Promote bicycle and pedestrian friendly infrastructure: downtown, community, and safe-routes to school
- D. Work collaboratively with WJUSD and WCC to support enhanced educational opportunities and academic achievement goals
- E. Assess park utilization and work to promote expanded programming and community events in neighborhood parks
- F. Improve public outreach to all segments of the community related to city programming

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### COMPLETED INITIATIVES

- Update Parks Master Plan – to include assessment of current park facilities and utilization and potential unmet sports facility needs, including funding plan to address unmet needs
- Update of Sports Park Master Plan, consistent with updated Parks Master Plan
- Complete construction of Rick Gonzalez Park (SL Park N3)
- Initiate construction of Spring Lake L Park – Phase 1 Park N1
- Complete demolition of Hiddleson Pool (*and plan for new amenities in Southland Park*)
- Complete construction of Library Makerspace facility.
- Complete Library Master Plan (*and assess library facility improvement projects*).

#### INITIATIVES IN PROGRESS

- Implement programs and strategies to engage community around healthy active lifestyles.
- Continue to implement programming consistent with the Measure J Spending Plan to expand recreational opportunities and increase Library hours of operation
- Develop plan and funding options for a second community aquatics complex
- Advance City's Housing First Model addressing homelessness and expand collaboration with local and regional partners to expand housing options.
- Expand citywide Volunteer Program in support of community projects, events and programs

## PENDING INITIATIVES

- Update Joint Use Agreement between the City and the WJUSD
- Identify means to increase funding for maintenance of parks and urban forest

## NEW INITIATIVES – *(Identified since adoption of 2017-2018 Goals)*

- Completed relocation of the City's Boxing Program to new gym at the Community and Senior Center (former Teen Center location).
- Establishment of inter-departmental Homeless Outreach Street Team (HOST), led by Police Department, to respond to community issues associated with homeless population.
- Seek to establish Homeless Coordinator / Social Services staff position to coordinate referral of eligible individuals to available resources and improve collaboration with other agencies and service providers.
- Begin implementation of Sports Park Master Plan (Phase II) in coordination with individual user groups and the Woodland Recreation Foundation.
- Collaborate with WJUSD on "pilot" Summer at City Hall program for high school students (Summer 2018).
- Develop funding plan to advance short-term priority projects identified through the recently completed Library Master Plan.
- Partner with Woodland Dinner on Main St. to construct Edible Learning Garden at City Hall.

## SUSTAINABILITY

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Foster a sustainable community for the next generation and protect and improve the quality of the natural environment and human well-being through stewardship of land, water, air, and energy resources and by providing all residents with opportunities to live active and healthy lifestyles.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Implement the City's 2035 Climate Action Plan by supporting projects and programs that:
  - Reduce non-renewable energy demand and increase renewable energy supply
  - Reduce private motor vehicle dependency
  - Maintain, enhance, and improve the city's tree canopy
  - Reduce, reuse, and recycle solid waste
- B. Protect and enhance the natural quantity and qualities of surface water and groundwater resources, and expanded use of recycled water
- C. Support projects and programs that protect and enhance sensitive natural habitats
- D. Implement and support programs that promote improving the well-being of Woodland residents

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### COMPLETED INITIATIVES

- Complete the City's 2.4-megawatt solar project
- Convert streetlights to LED lighting
- Formulate a recommendation for participation in a Community Choice Energy program
- Develop a food waste diversion program
- Work with local partners in Yolo County to build and participate in a Groundwater Sustainability Agency

#### INITIATIVES IN PROGRESS

- Continue to improve the city's pedestrian and bikeway network
- Complete a habitat conservation easement on the City's Regional Park site
- Update municipal code sections related to sustainability
- Continue to implement communitywide health and wellness programs for youth, adults, and seniors
- Continue to implement youth and adult sport programs to promote physical fitness and improved well-being
- Expand the City's use of recycled water

- Adopt an Urban Forest Management Plan

#### PENDING INITIATIVES

- Improve energy efficiency of municipal facilities, vehicles and processes
- Increase electric vehicle charging opportunities

#### NEW INITIATIVES – *(Identified since adoption of 2017-2018 Goals)*

- Collaborate on finalizing Habitat Conservation Plan / HCCP
- Update city's Agricultural Mitigation Ordinance consistent with General Plan policy objectives
- Partner with Tullyome and Yolo Explorit on planning, design and grant-funding to develop Regional Park site and Environmental Education Center.

## STRENGTHEN DOWNTOWN

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Revitalize the Downtown district as the Heart of the City and center of civic activity, by enhancing mix of residential, commercial & entertainment activity, while preserving its historic and cultural resources and small-town character.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Convene regular meetings of Downtown Subcommittee
- B. Update General Plan & Downtown Specific Plan to streamline development consistent with ED goals
- C. Improve Live/Work Balance in the Downtown district
- D. Seek to leverage remaining Redevelopment Assets and Financing tools for targeted projects
- E. Increase number and frequency of Special Events and Community Activities throughout the downtown
- F. Expand Art & Entertainment Activities/Venues in Downtown
- G. Continue to enhance the walkability and Sense of Place

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### COMPLETED INITIATIVES

- Complete Renovation of State Theater & Multiplex Project
- Complete “Good Neighbor” policy/procedures for Events
- Host first annual California Honey Festival (May 6, 2017)

#### INITIATIVES IN PROGRESS

- Complete Wayfinding and Signage Upgrade
- Complete comprehensive downtown parking and access plan
- Complete Downtown Hotel Project
- Develop strategies for advancing infill housing development on opportunity sites
- Identify deficiencies and develop plan to upgrade infrastructure in support of downtown revitalization and infill development.
- Evaluate diagonal parking and all-way stop controls downtown on Main Street
- Continue to make improvements to lighting, landscaping, and outdoor dining

#### PENDING INITIATIVES

- Update Downtown Specific Plan
- Targeted improvements/upgrades to alleys for circulation and activity
- Improve broadband service throughout downtown (1GB Service Goal)
- Complete the Tree House Music Venue
- ~~Partner with Yolo County on reuse strategy for existing Court House~~

- Support establishment of a Property Based Business Improvement District
- Improve Heritage Plaza to support community events and function as community's central civic space

## ECONOMIC DEVELOPMENT/JOBS

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Provide for a diversified economic base with a range of employment opportunities by supporting growth of existing businesses, and providing expanded opportunities for new business through targeted infrastructure investments and leveraging existing community and regional assets.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Update General Plan with Land Use Plan and Policies that support diversification of economy
- B. Comprehensive Review of City Codes and Regulations
- C. Continue to improve Business-Friendly Culture and Practices
- D. Develop Comprehensive Plan to Mitigate Flood issues in City's Industrial Area
- E. Market and Promote Targeted Business opportunities in collaboration with Local and Regional Agencies/Organizations: Cities/County/UCD/Chamber/YCVB/Business Associates
- F. Establish new master Tax Sharing Agreement with Yolo County

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### COMPLETED INITIATIVES

- Update General Plan with Land Use Plan and Policies that support diversification of economy
- Incorporate Technology Park(s) in General Plan Update and work with land owners to advance development
- Complete Master Tax Sharing Agreement with Yolo County (*Council - 2/6/18*)

#### INITIATIVES IN PROGRESS

- Continue collaboration with hoteliers and YCVB to promote Woodland as a destination
- Establish a robust local workforce development program that aligns educational programs with evolving industry needs
- Partner with local and regional workforce development organizations to develop coordinated and dynamic strategic plan
- Develop Targeted Marketing Campaign and Strategy focused on Food and Ag Industry (The Food Front)
- Complete Entitlement Process and annex Woodland Commerce Center and Woodland Research and Technology Park
- Complete Lower-Cache Creek Flood Study and Implementation Plan
- Develop economic development strategies to better leverage Woodland's proximity to UC Davis
- Support growth of AgStart as the region's premier Ag Technology Business incubator/accelerator.

## PENDING INITIATIVES

- Evaluate Development Impact Fee Program (MPFP) and set fees/establish programs to avoid discouraging job generating development
- Improve Infrastructure / Industrial Area
  - Industrial Area Capital Infrastructure and Financing Plan
  - Broadband Service
  - Aesthetics / Brand of Industrial District(s)

## **PUBLIC SAFETY**

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Maintain and enhance Woodland's quality of life by ensuring the highest level of public safety.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Ensure appropriate staffing and resource support of public safety departments, programs and initiatives
- B. Expand Crime Prevention and Neighborhood Watch
- C. Implement prevention and intervention programs for at-risk youth
- D. Review and Update Fire Department Master Plan
- E. Continue to explore opportunities for shared services with neighboring agencies
- F. Enhance public education in support of public safety objectives

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### COMPLETED INITIATIVES

- Continue to identify application of new technology to improve crime prevention and suppression activities
  - Implement Intelligence-Led Policing
- Work collaboratively to develop framework for permitting and regulation of marijuana  
Expand community outreach to enhance Neighborhood Watch and communication with the community (Police Dept. Re-org 9/1/17)

#### INITIATIVES IN PROGRESS

- Continue to strengthen and support the Police Volunteer Program
- Staffing Plan:
  - Review and update Police and Fire management succession plans
  - Seek means to enhance staffing resources in priority public safety areas
  - Expand and enhance cultural diversity in hiring and practices
- Finalize plans for new fire station to serve Southeast Area (Spring Lake)

#### PENDING INITIATIVES

- Continue to support and expand YGRIP Program;
  - Implement next phase of GREAT program
  - Restore Youth Diversion Program
  - Support and integrate Police Activities League (PAL)

NEW INITIATIVES – *(Identified since adoption of 2017-2018 Goals)*

- Completed recruitment of new Police Chief and Fire Chief
- Completed update of City's Emergency Operations Plan
- Implement body-worn cameras for Police Officers
- Conduct Joint Fire Academy

## INFRASTRUCTURE

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

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

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Secure long-term, reliable and high-quality water supply
- B. Manage existing infrastructure to reduce long-term cost of maintenance and replacement needs
- C. Seek support for securing Federal/State, regional and local funding for major infrastructure projects
- D. Explore regional opportunities for sharing of infrastructure facilities, reduce environmental impacts and costs
- E. Complete Lower Cache Creek Flood Control Plan
- F. Update Facilities Master Plan (to include energy efficiency)

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

## COMPLETED INITIATIVES

### Water / Wastewater

- Develop ASR program in order to provide water security for the City's residents
- Investigate odor control at the WPCF in order to clearly define a buffer for development activity

### Facilities

- Complete construction of Library Makerspace facility.
- Complete Library Master Plan and assessment for the library facility improvement projects.

### Parks

- Update Parks Master Plan – to include assessment of current park facilities and utilization and potential unmet sports facility needs, including funding plan to address unmet needs
- Completed design and contract award for Rick Gonzalez Park (SL Park N3)
- Initiate construction of SL Park N1
- Identify means to increase funding for maintenance of parks and urban forest

## INITIATIVES IN PROGRESS

### Flood Control / Storm water Management

- Develop comprehensive flood solution(s) and funding plan to address flood risk from Lower Cache Creek and West Levee of the Yolo Bypass to protect the Industrial Area; complete LCC Feasibility Study
- Develop a funding source that will sufficiently cover needs of current and future NPDES MS4 Storm Drain Permit requirements.

### Facilities

- Develop listing of facilities assets with lifecycle maintenance and replacement costs as a basis for building an adequate reserve fund.

### Transportation

- Develop plan for downtown Transit Center
- Complete Kentucky Avenue (East to West Streets) reconstruction project.
- Design for the E. Main Street Improvement Project which will provide aesthetic enhancement and improved bicycle/pedestrian connectivity from Pioneer Avenue to East Street along E. Main Street.
- Continue advanced planning for the Highway 113 Bicycle and Pedestrian overpass
- Expand Bicycle and Pedestrian-friendly infrastructure in support of active lifestyle and environmental quality
- Continue to evaluate opportunities for Rail Relocation project

### Parks

- Identify means to increase funding for maintenance of parks and urban forest
- Update Park/Facilities Joint Use Agreement with WJUSD

## PENDING INITIATIVES

### Flood Control / Storm water Management

- Construct the south urban growth area drainage project including the North Gibson Pond detention basin and East Main Street pump station
- Revise the north area storm drainage master plan in order to facilitate development in the industrial area

### Transportation

- Complete/Advance major road projects:
  - West Woodland Safe Routes to School (2018 construction season)
  - W Main Street (2019 construction season)
  - East Main Street (2021 construction season)
  - Complete I-5/CR 102 landscaping project (2019 construction)

## FISCAL RESPONSIBILITY

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Maintain structurally-balanced budget where current services can be sustained with ongoing, recurring revenues, while maintaining prudent reserves, adequately funding infrastructure maintenance and replacement needs, and addressing long-term unfunded liabilities and debt obligations.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Ensure ongoing expenditures are supported by ongoing revenues; one-time sources applied to one-time needs
- B. Maintain prudent reserves across all major operating funds
- C. Achieve agreement on fair and sustainable labor contracts
- D. Implement measures to address long-term unfunded liabilities
- E. Reduce burden of existing debt obligations

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### COMPLETED INITIATIVES

- Approved FY2018 Budget; balanced budget maintaining prudent reserves
- Implemented new labor agreements with multiple employee bargaining groups

#### INITIATIVES IN PROGRESS

- Implement a two-year Budget for FY 2018 and FY 2019 to improve financial planning, enhance organizational stability, and align with Council two-year goals and initiatives.
- Develop plan to manage impact of increasing CalPERS pension costs
- Continue to work with labor groups to address ongoing burden of unfunded liabilities while ensuring adequate benefits for active employees and retirees.
- Review and update City User Fees to ensure that they are commensurate with actual costs of providing services
- Continue to pursue opportunities for restructuring existing debt obligations to minimize overall burden on existing community.

#### PENDING INITIATIVES

- Review and update comprehensive budget and fiscal management policies
- Review Development Impact Fee Program (MPFP) to ensure that current fees are consistent with long-term infrastructure requirements and development projections.

## GOVERNANCE/ORGANIZATIONAL EFFECTIVENESS

### Goal Statement/Objective(s) – *What are we trying to accomplish?*

Promote local government and city organization that is committed to meeting the needs of the community: encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.

### Goal Strategies - *How do we envision accomplishing this goal/objective(s)?*

- A. Build-up and strengthen collaborations with Yolo County and its cities
- B. Actively engage in advocacy at State/Federal level to support City interests
- C. Partner with community-based organizations to leverage community assets towards common objectives
- D. Empower city employees and work groups
- E. Enable appropriate alternative service models

### Critical Initiatives/Special Projects – *What specific work plan efforts are most likely to advance this goal and related strategies?*

#### INITIATIVES IN PROGRESS

- Evaluate city's recruitment and retention of essential staff across all city departments
- Improve collaboration with partner agencies and community organizations to leverage resources toward evidenced-based programs.
- Continue to engage and collaboration with employee bargaining groups
- Improve and enhance access to public information and constituent services
- Review and updates to city's electronic information and social media platforms
- Expand volunteer programs

#### NEW INITIATIVES – *(Identified since adoption of 2017-2018 Goals)*

- Transition City's Document Management System to digital format
- Adopt Government Accountability and Transparency policies consistent with other Yolo LAFCO jurisdictions.
- Review Board and Commission structure and appointment process to support policy development and promote public engagement.